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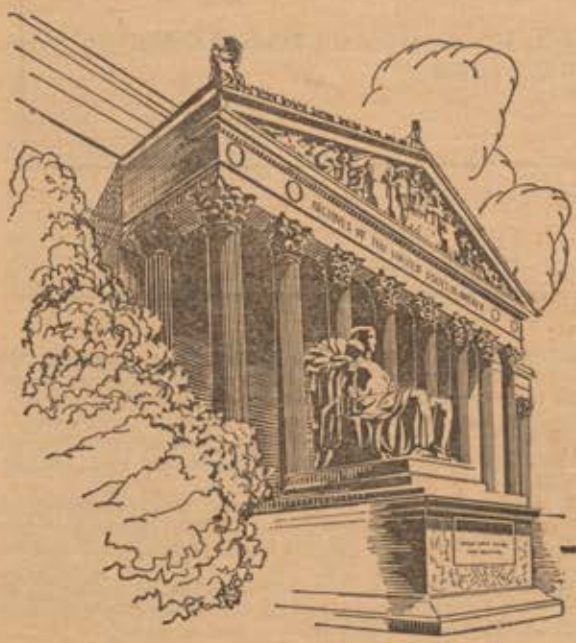

How To Find U.S. Statutes and United States Code Citations

[Revised Edition—1965]

This pamphlet contains typical legal references which require further citing. The official published volumes in which the citations may be found are shown alongside each reference—with suggestions as to the logical sequence to follow in using them. Additional finding aids, some especially useful in citing current legislation, also have been included. Examples are furnished at pertinent points and a list of references, with descriptions, is carried at the end.

This revised edition contains illustrations of principal finding aids and reflects the changes made in the new master table of statutes set out in the 1964 edition of the United States Code.

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A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1967, and specifies how they are affected.

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Title 3—THE PRESIDENT

Proclamation 3788

FLAG DAY AND NATIONAL FLAG WEEK, 1967

By the President of the United States of America

A Proclamation

On June 14, 1777, our young nation created a symbol of her newly declared freedom. That day, in Philadelphia, the Continental Congress resolved "That the flag of the thirteen United States be thirteen stripes, alternate red and white, that the union be thirteen stars, white in a blue field, representing a new constellation."

Then, this flag was only colored cloth. But the beliefs and achievements of the people who pledged it allegiance quickly endowed our national banner with the proud meaning it has today.

This is the flag that gave words to our anthem, that beckoned generations of immigrants to our shores, that gave safe escort to our commerce, and protection to Americans abroad.

This is the flag that crossed the oceans in defense of freedom, that waved in the smoke above Corregidor, that was pushed aloft on Iwo Jima, that cheered the liberated peoples of Europe. This is the flag that has covered the remains of those who died in freedom's cause.

This flag has earned the salute of the soldier and the respect of our citizens.

So that this may be done, NOW, THEREFORE, I, LYNDON B. JOHNSON, President of the United States, do hereby designate the week beginning June 11, 1967, as National Flag Week.

I direct the appropriate Government officials to display the flag on all Government buildings during that week. And on Flag Day, June 14—the 190th anniversary of the action of the Continental Congress—I urge every American to fly the flag.

Fly it from your home, and from your place of business. And fly it in your heart. Let us teach our children of its meaning by our proud and reverent example. Let every American show how this "new constellation"—now of half a hundred stars—continues to guide and inspire the way of a free and dauntless people.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this tenth day of June in the year of our Lord nineteen hundred and sixty-seven, and of the Independence of the United States of America the one hundred and ninety-first.

Lyndon B. Johnson

By the President:

Dean Rusk

Secretary of State.

[F.R. Doc. 67-6772; Filed, June 13, 1967; 10:49 a.m.]

Rules and Regulations

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 7—Agency for International Development, Department of State

MISCELLANEOUS AMENDMENTS TO CHAPTER

Chapter 7 of Title 41 is amended as follows:

PART 7–1—GENERAL

1. The table of contents for Part 7–1 is revised to delete in its entirety the titles appearing beside §§ 7–1.313 and 7–1.453–2 and to substitute therefor the titles "[Reserved]" and "Assistant Administrator for Administration", respectively.

Subpart 7–1.1—Introduction

1. Section 7–1.102 is revised to delete the phrase, "* * * Assistant Administrator for Material Resources * * *" and to insert, in lieu therof, the phrase, "* * * Assistant Administrator for Administration * * *".

2. Section 7–1.104–4 is revised to delete the phrase, "* * * Assistant Administrator for Material Resources * * *" and to insert, in lieu thereof, the phrase, "* * * Assistant Administrator for Administration * * *".

3. Section 7–1.104–5 is revised to delete the phrase, "* * * Assistant Administrator for Material Resources and, under him, to the Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert in lieu thereof, the phrase, "* * * Assistant Administrator for Administration and, under him, to the Director, Office of Procurement * * *".

4. Section 7–1.106 is revised to delete the phrase, "* * * Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "* * * Director, Office of Procurement * * *".

5. Section 7–1.107 is revised to delete the references in paragraphs (b) and (c) to the "Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "Director, Office of Procurement * * *".

Subpart 7–1.2—Definitions of Terms

1. Sections 7–1.204 and 7–1.206 are revised to delete, in its entirety, the phrase, "* * * Assistant Administrator for Material Resources * * *".

2. Section 7–1.205 is revised to delete the phrase "* * * General Services Division * * *", and to insert, in lieu thereof, the phrase, "* * * Office of Administrative Services * * *".

Subpart 7–1.3—General Policies

1. Section 7–1.305–3 is revised to delete the phrase, "* * * Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "* * * Director, Office of Procurement * * *".

2. Sections 7–1.310–7 and 7–1.310 are revised to delete the phrases, "* * * Office of Material Resources * * *" and "* * * Assistant Administrator for Material Resources * * *", respectively, and to insert, in lieu thereof, the phrase, "* * * Assistant Administrator for Administration * * *".

3. Section 7–1.313 is deleted in its entirety and the following substituted therefor:

§ 7–1.313 [Reserved]

Subpart 7–1.4—Procurement Responsibility and Authority

1. Section 7–1.451–2 is revised to delete the phrase, "* * * Assistant Administrator for Material Resources and to the Assistant Administrator for Administration, each of whom * * *" and to insert, in lieu thereof, the phrase, "* * * Assistant Administrator for Administration, who * * *".

2. Section 7–1.451–3 is revised to read as follows:

§ 7–1.451–3 AID/Washington procuring activities.

The procuring activities located in Washington are the regional bureaus, the Office of Administrative Services and the Contract Services Division. Subject to delegations of authority from the Administrator, the regional bureaus are responsible for procurement related to programs and activities for their areas. There are presently four regional bureaus. The regions for which they are responsible are: Near East-South Asia, Africa, Far East, and Latin America. They are headed by Assistant Administrators of AID (For the purpose of AIDPR, the Bureau for Latin America is headed by the U.S. Coordinator and the Deputy U.S. Coordinator of the Alliance for Progress). The Office of Administrative Services, which is under the Assistant Administrator for Administration, is responsible for administrative and program support procurements. The Contract Services Division, which is also under the Assistant Administrator for Administration, is responsible for procurements which do not fall within the responsibility of other procuring activities, or which are otherwise assigned to it. General delegations to AID/Washington procuring activities are published in the FEDERAL REGISTER and in chapter 100 of the AID Manual.

3. Section 7–1.451–4 is revised to delete the phrase "* * * Assistant Administrator for Material Resources and the Assistant Administrator for Administration of such waivers (and their recision) and will furnish to them * * *" and to insert, in lieu thereof, the phrase, "* * * Assistant Administrator for Administration of such waivers (and their recision) and will furnish to him * * *".

4. Section 7–1.453–2 is revised to read as follows:

§ 7–1.453–2 Assistant Administrator for Administration.

Within the principles stated above, and subject to the direction of the Administrator, the Assistant Administrator for Administration will be responsible for the development and maintenance of necessary uniform procurement policies, procedures, and standards; for providing assistance to the procuring activities as appropriate; for keeping the Administrator and Executive Staff fully informed on procurement matters which should be brought to their attention; and for making recommendations as appropriate.

Subpart 7–1.6—Debarred, Suspended, and Ineligible Bidders

1. Section 7–1.602 is revised to delete the phrase, "* * * Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "* * * Director, Office of Procurement * * *".

2. Sections 7–1.604, 7–1.605–3, 7–1.605–4, and 7–1.606 are revised to delete the phrase, "* * * Assistant Administrator for Material Resources * * *" and to insert, in lieu thereof, the phrase, "* * * Assistant Administrator for Administration * * *".

Subpart 7–1.10—Publicizing Procurement Actions

1. Paragraph (b) of § 7–1.1001 is revised to read as follows:

§ 7–1.1001 General policy.

* * * * *

(b) (1) In furtherance of this policy, as well as the requirements set forth in FPR 1–1.1001, AID obtains the maximum practicable publicity for its procurements through the "Commerce Business Daily" and other media, including publications issued by the AID Office of Small Business. Also, a Contractors' Index is maintained in Washington by the AID Office of Small Business. Prospective suppliers wishing to perform contracts for AID should file AID Form 12–52 (Management Consultant Questionnaire), 12–53 (Architect-Engineer Questionnaire), or 12–59 (Construction Contractor's Questionnaire), as appropriate, with that office and should keep current the information so filed.

(2) Prospective contractors who are interested in specific future procurements

about which notice has been given, either through the "Commerce Business Daily" or otherwise, should submit an indication of their interest or a proposal, to the cognizant AID office, as directed in the notice. In addition, the prospective Contractor should forward the appropriate AID Form to the AID Office of Small Business, if a form has not previously been filed.

PART 7–2—PROCUREMENT BY FORMAL ADVERTISING

Subpart 7–2.4—Opening of Bids and Award of Contract

1. Sections 7–2.406–3 and 7–2.406–4 are revised to delete the phrase, "* * * Assistant Administrator for Material Resources * * *" and to insert, in lieu thereof the phrase, "* * * Assistant Administrator for Administration * * *".

PART 7–3—PROCUREMENT BY NEGOTIATION

Subpart 7–3.2—Circumstances Permitting Negotiation

1. Section 7–3.200–50 is revised to delete, in its entirety, the parenthetical statement which begins with the words, "(See FPR 1–1.313 * * *.)", which appears at the end of paragraph (a).

PART 7–4—SPECIAL TYPES AND METHODS OF PROCUREMENT

Subpart 7–4.2—Architect-Engineer Services

1. Section 7–4.202 is deleted in its entirety and the following substituted therefor:

§ 7–4.202 Contractors' Index.

A Contractors' Index is maintained in Washington by the AID Office of Small Business (see AIDPR 7–1.1001). Architect-Engineers wishing to perform contracts for AID should file the appropriate form with that office, as provided in AIDPR 7–1.1001(b). Procurements are publicized in the "Department of Commerce Synopsis", as provided in FPR 1–1.10 and AIDPR 7–1.10.

2. Section 7–4.203–1(b) is revised to delete the phrase, "* * * Office of Material Resources * * *" and to insert, in lieu thereof, the phrase, "* * * Assistant Administrator for Administration * * *".

3. Section 7–4.203–2(b) is revised to delete the phrase, "* * * Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "* * * Director, Office of Procurement * * *".

PART 7–5—SPECIAL AND DIRECTED SOURCES OF SUPPLY

Subpart 7–5.50—Foreign Economic Assistance Procurements By, Through, and From, Other Government Agencies

1. Section 7–5.5001 is revised to add the following sentence at the end of the paragraph: "Instructions for ordering other U.S. Government owned films are in Manual Order 1425.2."

PART 7–6—FOREIGN PURCHASES

1. The table of contents for Part 7–6 is revised to delete, in its entirety, § 7–6.5201–4, and to substitute therefor, the following:

Sec.
7–6.5201–4 [Reserved]

Subpart 7–6.52—U.S. Source Restrictions—Commodities

1. Subpart 7–6.52 is deleted in its entirety and the following substituted therefor:

Subpart 7–6.52—U.S. Source Restrictions—Commodities

Sec.
7–6.5200 General.
7–6.5201 Definitions.
7–6.5201–1 AID Geographic Code.
7–6.5201–2 Commodity.
7–6.5201–3 Free World.
7–6.5201–4 [Reserved]
7–6.5201–5 Source.
7–6.5201–6 United States.
7–6.5202 Background.
7–6.5203 AID policy.
7–6.5204 Commodities procured under supply contracts.
7–6.5205 Commodities procured under service contracts.
7–6.5206 AID policy and Buy American Act.
7–6.5207 Waivers.
7–6.5208 Contract clauses.

AUTHORITY: The provisions of this Subpart 7–6.52 issued under sec. 621, 75 Stat. 445, as amended; 22 U.S.C. 2381.

§ 7–6.5200 General.

Procurements with foreign assistance dollars are generally restricted to U.S. commodities purchased in the United States. This subpart covers the relevant policy and procedures.

§ 7–6.5201 Definitions.

As used in this subpart, the following terms have the meanings given below:

§ 7–6.5201–1 AID Geographic Code.

"AID Geographic Code" means the number assigned to a country, area, or group of countries or areas as listed in the Geographic Code Book, issued by the Statistics and Reports Division, AID, Washington, and filed with the AID Manual as Manual Order 302.1. Four principal codes are referred to in this subpart and standard forms in current use:

000—The United States, as defined in AIDPR 7–6.5201–6.
899—Any area or country in the Free World, excluding the cooperating country itself when used as a possible source of AID-financed purchases.
901—Any area or country in the Free World, excluding the cooperating country itself and the developed countries listed in AIDPR 7–6.5202.
935—Any area or country in the Free World, including the cooperating country itself.

§ 7–6.5201–2 Commodity.

"Commodity" means any form of personal property, including articles, materials, goods, and supplies.

§ 7–6.5201–3 Free World.

"Free World" includes all countries except:

Albania.
Bulgaria.
China (Mainland and other Communist-controlled areas), including Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, the former Kwantung Leased Territory, the present Port Arthur Naval Base Areas, and Liaoning Province.
Cuba.
Czechoslovakia.
East Germany (Soviet Zone of Germany and the Soviet Sector of Berlin).
Estonia.
Hungary.
Latvia.
Lithuania.
North Korea.
North Vietnam.
Outer Mongolia.
Poland.
Rumania.
Union of Soviet Socialist Republics (U.S.S.R.).

§ 7–6.5201–4 [Reserved]

§ 7–6.5201–5 Source.

"Source" means the country from which a commodity is shipped to the cooperating country, or the cooperating country if the commodity is located therein at the time of the purchase. Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

§ 7–6.5201–6 United States.

"United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Canal Zone, the Virgin Islands, Guam, Ryukyu Islands under U.S. control, any areas subject to the complete sovereignty of the United States, and Trust Territories administered by the United States, including the Pacific Islands.

§ 7–6.5202 Background.

AID policy on foreign procurements has a number of roots. These include the Foreign Assets Control and Cuban Assets Control Regulations, issued by the Treasury Department, which establishes policies for the barring of procurement from sources outside the Free World. They are published in Parts 500 and 515 of Title 31 of the Code of Federal Regulations. In addition, section 604(a) of the Foreign Assistance Act, as implemented by a Presidential determination of October 18, 1961, as amended (26 F.R. 10543, 27 F.R. 7603), limits procurement, from these developed countries:

Australia, Austria, Belgium, Canada, Denmark, France, Germany (Federal Republic), Italy, Japan, Luxembourg, Monaco, Netherlands, New Zealand, Norway, South Africa, Spain, Sweden, Switzerland, and the United Kingdom.

Subsequent Presidential directives require that no dollar be sent abroad that can be sent instead in the form of U.S. goods and services.

§ 7–6.5203 AID policy.

Commodities procured with U.S. dollars rather than with local currencies for foreign assistance projects will be of U.S.

source and shall have been mined, grown, or through manufacturing, processing, or assembly produced in a source country authorized in the implementing contract.

§ 7–6.5204 Commodities procured under supply contracts.

The following certification must be attached to or endorsed on each invoice presented for payment under all supply contracts for procurement in the United States, and any supply contract which exceeds $2,500 for procurement outside the United States to which this subpart applies and must be signed by the supplier or his authorized representative:

I (We) hereby certify that the "source" (as defined by AID) of the commodities listed on the attached invoice or invoiced herein is as shown below and that such invoiced commodities were mined, grown, or produced in a country or countries covered by AID Geographic Code ..... I (We) further certify that, to the best of my (our) information and belief, with respect to any produced commodity invoiced, (a) the cost of components (delivered to point of production) acquired by the producer of the commodity in the form in which imported into the country of production from Free World countries other than countries covered by AID Geographic Code ..... does not exceed in total cost 10 percent of the lowest price (excluding the cost of ocean transportation and marine insurance) at which I (we) make the commodity available for export sale (whether or not financed by AID), and (b) the produced commodity does not contain any components (i) imported from countries not included under AID Geographic Code 899 or (ii) prohibited by the Foreign Assets Control (FAC) or Cuban Assets Control (CAC) Regulations of the U.S. Treasury Department, or (c) if AID has excepted the commodity from any of the foregoing requirements, the commodity meets all conditions specified by AID in connection with such exception. I (We) understand that a false certification made herein may be punishable by law.

Source of commodities .....
Authorized signature of supplier .....
Title .....
Date .....

§ 7–6.5205 Commodities procured under service contracts.

U.S. dollar funded contracts for the performance of services will require a U.S. source for all commodities to be delivered under the contract, in whatever form and for all commodities the cost of which (including charges for use) is subject to reimbursement in U.S. dollars. With respect to any such commodities which cost more than $2,500 to procure or acquire (including charges for use), they shall have been mined, grown, or through manufacturing, processing, or assembly produced in the United States and an appropriate certificate will be required. For cost reimbursement contracts, the certification requirement is generally met by the Contractor furnishing suppliers' certificates, as provided in the contract. A form for such certification is set out in Appendix A to AID Regulation 1 published in Part 201, Title 22 of the Code of Federal Regulations, and reproduced in AID Manual Order 1456.1 (Certain AID contracts set a $5,000 limit below which certificates are not required. Unless modified, such requirements govern the contracts in which they appear.)

§ 7–6.5206 AID policy and Buy American Act.

In the case of procurements which are made solely for use within the United States and for which standard Government forms, such as Standard Form 32 (FPR 1–16.901–32), are used, the standard Buy American provision need not be supplemented or superseded by a clause or clauses implementing the more stringent AID policy. The purpose of this exception is to permit uniformity among Federal agencies procuring for domestic use.

§ 7–6.5207 Waivers.

Waiver authorities and procedures are set out in AID Manual Orders 1414.1, 1414.1.1, and 534.1.

§ 7–6.5208 Contract clauses.

(See AIDPR 7–16.9 for standard contract clauses.)

PART 7–10—BONDS AND INSURANCE

Subpart 7–10.3—Insurance—General

1. Section 7–10.302 is revised to delete the phrase, "* * * Office of Material Resources * * *" and to insert, in lieu thereof, the phrase, "* * * Office of Procurement * * *".

PART 7–12—LABOR

Subpart 7–12.8—Equal Opportunity in Employment

1. Section 7–12.805–1(b) is revised to:

a. Delete the phrase, "* * * President's Committee, and liaison with the executive chairman * * *" and the phrase, "* * * President's Committee * * *", and to insert, in lieu thereof, the phrase, "* * * Secretary of Labor * * *"; and

b. Delete the phrase, "* * * Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "* * * Director, Office of Procurement * * *".

2. Section 7–12.805–5(a) is revised to:

a. Delete the phrase, "* * * President's Committee * * *" and to insert, in lieu thereof, the phrase, "* * * Secretary of Labor * * *"; and

b. Delete the phrase, "* * * Associate Assistant Administrator for Material Resources (Procurement) * * *" and to insert, in lieu thereof, the phrase, "* * * Director, Office of Procurement * * *".

PART 7–15—CONTRACT COST PRINCIPLES AND PROCEDURES

Subpart 7–15.2—Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts With Commercial Organizations

1. Section 7–15.205–6(b)(1) is revised to delete in its entirety the first sentence, which begins with the words "Reimbursement will not * * *", and to substitute, in lieu thereof, the following sentence: "Reimbursement will not be allowed with respect to any salary or wage charged as a direct cost which exceeds the annual rate specified for the maximum level of Foreign Service Reserve Class 1 (or a daily rate to be determined by dividing such annual salary by 260, if payment is not on an annual basis) as set forth in Manual Order 432.3 entitled, 'Pay Schedules, Uniform State/AID/USIA Regulations,'' as from time to time amended, or a daily rate of $100 for consultants or experts engaged for no more than ninety (90) days in any 12-month period, without written approval of the Contracting Officer."

2. Section 7–15.205–6(b)(4) is deleted in its entirety and the following substituted therefor:

§ 7–15.205–6 Compensation for personal services.

* * * * *

(b) * * *

(4) *Approval procedures.* In giving approval to salaries exceeding the limits established in subparagraphs (1) and (3) of this paragraph, Contracting Officers shall follow the procedures set forth in Manual Order 1423.2, entitled "Approval of Salaries under AID-Direct Contracts".

* * * * *

Subpart 7–15.3—Principles for Determining Applicable Costs Under Research Contracts With Educational Institutions

Section 7–15.307–4 is revised to delete the title, "Indirect Costs (Overhead)—Predetermined (June 1966)", wherever it occurs, and to substitute the following therefor: "Indirect Costs (Overhead)—Predetermined (November 1966)". In addition, this clause is revised to delete the phrase, "7–16.951–2", contained in paragraph "F" and to substitute therefor the phrase, "7–16.951".

PART 7–16—PROCUREMENT FORMS

1. The Table of Contents for Part 7–16 is deleted in its entirety and the following substituted therefor:

Subpart 7–16.2—Forms for Negotiated Procurement

Sec.
7–16.200 Scope of subpart.
7–16.251 Form for Agency for International Development University Contract.
7–16.252 Form for Agency for International Development Cost-Reimbursement Contract for Research and Development.
7–16.253 Form for Agency for International Development Cost-Reimbursement Contract for Technical Services Overseas.
7–16.254 Forms for Agency for International Development Basic Ordering Agreement and Task Order for Engineering Services.

Subpart 7–16.9—Illustrations of Forms

7–16.900 Scope of subpart.
7–16.951 Form for Agency for International Development University Contract (May 1, 1965).

Sec.
7-16.952 Form for Agency for International Development Cost-Reimbursement Contract for Research and Development, 3-67.
7-16.953 Form for Agency for International Development Cost Reimbursement Contract for Technical Services Overseas, 3-67.
7-16.954 Forms for Agency for International Development Basic Ordering Agreement and Task Order for Engineering Services, 3-67.

AUTHORITY: The provisions of this Part 7-16 issued under sec. 621, 75 Stat. 445, as amended; 22 U.S.C. 2381.

2. Subpart 7-16.8 is deleted in its entirety.

Subpart 7-16.2—Forms for Negotiated Procurement

1. Section 7-16.200 is deleted in its entirety and the following substituted therefor:

§ 7-16.200 Scope of subpart.

This subpart prescribes forms for use by the Agency for International Development in the procurement of supplies or services by negotiation. Illustrations of these forms are contained in Subpart 7-16.9 of this part.

2. New § 7-16.252 is added as follows:

§ 7-16.252 Form for Agency for International Development Cost-Reimbursement Contract for Research and Development.

This form is for use in procuring research and development on a cost-reimbursement basis from a contractor other than an educational institution. The General Provisions are mandatory for cost-plus-fixed-fee contracts, and, with necessary modifications, for other types of cost-reimbursement contracts. The Cover Page and Schedule may be adapted as appropriate. The block entitled "Project No." on the Cover Page will show a four-segment project number as prescribed in Manual Order 1095.2, "Coding of Program Implementation Documents".

3. New § 7-16.253 is added as follows:

§ 7-16.253 Form for Agency for International Development Cost-Reimbursement Contract for Technical Services Overseas.

This form is for use in procuring technical services on a cost-reimbursement basis from a contractor other than an educational institution to be performed overseas for a cooperating country under an agreement between the cooperating country and the United States. The General Provisions are mandatory for cost-plus-fixed-fee contracts and, with necessary modifications, for other types of cost-reimbursement contracts. The Cover Page and Schedule may be adapted as appropriate. The block entitled "Project No." on the Cover Page will show a four-segment project number as prescribed in Manual Order 1095.2, "Coding of Program Implementation Documents".

4. New § 7-16.254 is added as follows:

§ 7-16.254 Forms for Agency for International Development Basic Ordering Agreement and Task Order for Engineering Services.

These forms are for use in procuring expert engineering services by means of a basic ordering agreement and task order from a contractor other than an educational institution. The basic ordering agreement is written by the AID Contract Services Division in Washington. Individual procurements will be made by task orders which are issued under the basic ordering agreement, as provided in FPR 1-3.410-2. The General Provisions are mandatory for basic ordering agreements that provide for pricing on a fixed rate plus reimbursement of specific, identified costs, and, with necessary modifications, for other pricing arrangements. The Cover Page and Schedule may be adapted as appropriate. The block entitled "Project No." on the Cover Page will show a four-segment project number as prescribed in Manual Order 1095.2 "Coding of Program Implementation Documents".

Subpart 7-16.9—Illustrations of Forms

1. Sections 7-16.951 and 7-16.951-1 are deleted in their entirety and the following substituted therefor:

§ 7-16.900 Scope of subpart.

Agency for International Development forms are illustrated in this subpart to show the text, format, and arrangement and to provide a ready source of reference.

2. Section 7-16.951-2 is renumbered to read, "§ 7-16.951".

3. New § 7-16.952 is added as follows:

§ 7-16.952 Form for Agency for International Development Cost-Reimbursement Contract for Research and Development, 3-67.

NOTE: Cover Page filed as part of the original document.

MARCH 1967.
Contract No. _____

TABLE OF CONTENTS

SCHEDULE

The Schedule, on pages ____ through ____, consists of this Table of Contents and the following Articles:
Article I—Statement of Work.
Article II—Technical Directions.
Article III—Key Personnel.
Article IV—Level of Effort.
Article V—Period of Contract.
Article VI—Estimated Cost and Fixed Fee.
Article VII—Budget.
Article VIII—Costs Reimbursable and Logistic Support to Contractor.
Article IX—Payment of Fixed Fee.
Article X—Establishment of Overhead Rates.
Article XI—Personnel Compensation.
Article XII—Additional Clauses.

GENERAL PROVISIONS

The following provisions, numbers 1 through _____, omitting number(s) _____ are the General Provisions of this contract:
1. Definitions.
2. Changes.
3. Biographical Data.
4. Leave and Holidays.
5. Travel and Transportation Expenses.
6. Standards of Work.
7. Inspection.
8. Limitation of Cost.
9. Allowable Cost, Fixed Fee, and Payment.
10. Negotiated Overhead Rates.
11. Assignment of Claims.
12. Examination of Records.
13. Price Reduction for Defective Cost or Pricing Data.
14. Audit and Records.
15. Subcontractor Cost and Pricing Data.
16. Reports.
17. Procurement of Equipment, Vehicles, Materials, and Supplies.
18. Subcontracts.
19. Title to and Care of Property.
20. Utilization of Small Business Concerns.
21. Utilization of Concerns in Labor Surplus Areas.
22. Insurance—Liability to Third Persons.
23. Termination for Default or for Convenience of the Government.
24. Excusable Delays.
25. Stop Work Order.
26. Disputes.
27. Authorization and Consent.
28. Notice and Assistance Regarding Patent and Copyright Infringement.
29. Patent Provisions and Publication of Results.
30. Rights in Data.
31. Release of Information.
32. Equal Opportunity.
33. Convict Labor.
34. Walsh-Healey Public Contracts Act.
35. Officials Not To Benefit.
36. Covenant Against Contingent Fees.
37. Language, Weights, and Measures.
38. Notices.

General Provisions for Cost Type Contract for Research and Development (Form CT/GP/R&D, 3-67) and, where appropriate, Additional General Provisions (AID Form CT/AGP/R&D, 3-67) are attached hereto, and except for the Clauses omitted as specified above, such General Provisions are incorporated in this contract.

Contract No. _____

SCHEDULE

ARTICLE I—STATEMENT OF WORK

For a period as hereinafter set forth in the Schedule, the Contractor shall provide technical services at the level of effort hereinafter set forth, and shall perform such technical services as are hereinafter set forth directed toward _____ project. The scope of work shall include:

(Example)

A. (General statement of the work to be performed.)
B. (Detailed statement of all elements of work to be performed, including specifications, if any.)

ARTICLE II—TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Scientific/Technical Office indicated on the Cover Page. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. "Technical Directions" must be within the terms of this Contract and shall not change or modify them in any way.

ARTICLE III—KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:
Key personnel:

(Identify by name)

B. The personnel specified above are considered to be essential to the work being

performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: *Provided*, That the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

ARTICLE IV—LEVEL OF EFFORT

A. The level of effort for the performance of this contract shall be _____ total man-hours of direct labor at an average rate of approximately _____ hours per month.

B. The estimated composition of the total man-hours of direct labor is as follows:

	Number man-hours
Key Personnel	
Other Personnel:	
Scientists	
Engineers	
Technicians	
Research Assistants	
Clerical	

C. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective provided such fluctuation does not result in the utilization of the total man-hours of effort prior to the expiration of the term hereof, and it is further understood and agreed that the number of hours of effort for any classification except for the hours of the Key Personnel may be utilized by the Contractor in any other direct labor classification if necessary in the performance of the work.

D. The Contracting Officer may, by written order, direct the Contractor to increase the avgrage monthly rate of utilization of direct labor to such an extent that the total man-hours of effort, specified above, would be utilized prior to the expiration of the term hereof. Any such order shall specify the degree of acceleration required and the revised term hereof resulting therefrom.

ARTICLE V—PERIOD OF CONTRACT

A. The effective date of this contract is _____ and the estimated completion date is _____.

B. In the event that the Contractor fails to furnish the level of effort set forth herein for the specified term, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified level of effort or until the estimated cost of the work for such period shall have been expended.

ARTICLE VI—ESTIMATED COST AND FIXED FEE

The total estimated cost of this contract to the Government, exclusive of the fixed fee, is $_____. The fixed fee is $_____.

NOTE: When it is anticipated that a portion of the costs under the contract will be reimbursed with local currency, the following clause should be used in lieu of the clause immediately above.

(The total estimated dollar cost of this contract to the Government, exclusive of the fixed fee is $_____. The fixed fee is $_____. The total estimated nondollar cost of this contract, exclusive of the fixed fee is _____. Each total estimated cost will be treated separately for the purposes of the clause in the General Provisions entitled "Limitation of Cost".)

ARTICLE VII—BUDGET

The following budget sets limitations for reimbursement of dollar costs for individual line items. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder nor may the Contractor exceed the dollar costs for any individual line item by more than 15 percent of such line item.

BUDGET

Category	*Budget amount (dollars)*
Salaries and Wages	$_____ (including salaries overseas of $_____).
Consultant Fees	
Allowances	
Travel and Transportation	
Other Direct Costs	
Overhead	$_____ (including overhead overseas of $_____).
Equipment and Materials	
Research Services by Non-United States Personnel	
Conference	
Participant Costs	
Grand Total (Dollars)	
Local Currency	

ARTICLE VIII—COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR

A. *U.S. Dollar Costs.*

The U.S. dollar costs allowable under the contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the Clause of the General Provisions of this Contract entitled "Allowable Costs, Fixed Fee, and Payment."

B. *Logistic Support and Costs Reimbursable in* _____
(Stated local currency)

The Contractor shall be provided with or reimbursed in _____ for
(Stated local currency)
the following
(Complete)

C. *Method of Payment of* _____
(Stated local currency)
_____ *Costs.*

Those contract costs which are specified as local currency costs in paragraph B, above, if not furnished in kind by the Cooperating Government or the Mission, shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director and the Contractor. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

ARTICLE IX—PAYMENT OF FIXED FEE

At the time of each payment to the Contractor on account of allowable dollar costs, the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable dollar costs is to the total estimated cost, as amended from time to time: *Provided, however*, That whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio: *Provided further*, That after payment of eighty-five percent (85%) of the total fixed fee, the provisions of paragraph (c) of General Provision 9 of this contract entitled "Allowable Cost, Fixed Fee, and Payment," shall be followed.

ARTICLE X—ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of the Clause of the General Provisions of this contract entitled "Negotiated Overhead Rates", a rate or rates shall be established for the period beginning _____ and ending _____. Pending establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rates applied to the base(s) which are set forth below:
(Enter month, day, year) (Enter month, day, year)

On Site (Home Office):

(Rate)	(Base)	(Period)

Off Site (Overseas):

(Rate)	(Base)	(Period)

ARTICLE XI—PERSONNEL COMPENSATION

A. *Limitations.*

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the Schedule, Article VIII, entitled "Costs Reimbursable and Logistic Support to Contractor", and General Provision 9, entitled "Allowable Cost, Fixed Fee, and Payment", and other applicable provisions of this contract but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. *Approvals.* Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding 3 years: *Provided*, That if the work is to be performed by employees serving overseas for a period in excess of 1 year, the normal base salary may be increased in accordance with Contractor's established policy and practice, but not to exceed 10 percent of base U.S. salary excluding benefits. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FSR–1 (or the equivalent daily rate of the maximum FSR–1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. *Salaries during travel.* Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

3. *Return of overseas employees.* Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most expeditious air route plus accrued vacation leave.

4. *Merit or promotion increases.* Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this

contract, one merit or promotion increase of not more than 5 percent of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after employee's completion of each twelve month period of satisfactory services under the contract. Merit or promotion increases exceeding these limitations or exceeding the maximum salary of FSR–1 may be granted only with the advance written approval of the Contracting Officer.

5. *Consultants.* Consultant services for a maximum number of _____ days will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding 3 years. There is a ceiling on a reimbursable compensation for any consultant of $100 per day and a total period of service for each consultant not to exceed 90 work days in any 12-month period, unless advance written approval is given by the Contracting Officer.

6. *Third country and Cooperating Country nationals.* No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract is authorized in the Schedule or has the prior written approval of the Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the A.I.D. Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence.

7. *Workweek—Nonoverseas employees.* The workweek for the contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

Overseas employees. The workweek for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the A.I.D. Mission and the Cooperating Country associated with the work of this contract.

B. *Definitions.*

As used herein, the terms "Salaries", "Wages", and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service, unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead or other charges.

ARTICLE XII—ADDITIONAL CLAUSES

(Additional Schedule Clauses may be added, if required.)

AID Form CT/GP/R&D, 3–67.

GENERAL PROVISIONS COST TYPE CONTRACT FOR RESEARCH AND DEVELOPMENT

INDEX OF CLAUSES

1. DEFINITIONS

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "A.I.D." shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the U.S. Government, and any other government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet-economy, air coach, tourist-class, etc.) shall mean a class of air travel which is less than first class.

(i) "Federal Procurement Regulations" (FPR), when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(j) "Government" shall mean the U.S. Government.

(k) "Home Office Research Assistants" shall mean Contractor's employees who perform professional research services under the contract. Notwithstanding the provisions of the Clause or Clauses of this contract entitled "Travel and Transportation Expenses" unless authorized in advance in writing by the Contracting Officer, they shall not perform services outside the continental limits of the United States and shall not be furnished travel allowances and transportation hereunder.

(l) "Mission" shall mean the U.S. A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(m) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) Statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for performance of this contract. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of this contract, or otherwise affects any other provision of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (1) in the estimated cost or delivery schedule, or both, (2) in the amount of any fee to be paid to the Contractor, and (3) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D. Washington Contracting Officer, valid change orders may be issued only by an A.I.D. Washington Contracting Officer, or such other person as he may in writing designate for such purpose.

3. BIOGRAPHICAL DATA

Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract; (1) all individuals to be sent outside of the United States, (2) key personnel. Biographical data on the other individuals employed under the contract shall be available for review by A.I.D. at the Contractor's principal place of business.

4. LEAVE AND HOLIDAYS

Contractor employees shall be entitled to such leave and holidays while serving in the United States as are provided in accordance with the Contractor's established policy and practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum, or sick leave be earned at a rate exceeding 13 working days per annum.

5. TRAVEL AND TRANSPORTATION EXPENSES

(a) *Necessary transportation costs*—(1) *United States travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and

not continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbused in an amount greater than the cost of, and time required for, economy class commercial scheduled air travel by the most expeditious route unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for postaudit. Such travel allowances shall be in accordance with the established practice of the Contractor for travel within the United States provided that it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Actual expense basis.* Travel on an actual expense basis may be authorized or approved by the Contractor's Chief Executive Officer, or equivalent official, when it is determined that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem allowance provided herein. Payment on an actual expense basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the cost of lodging (exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed $30 per day. Receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as a part of the Contractor's records to support the Contractor's claim for reimbursement, or for postaudit.

6. STANDARDS OF WORK

The Contractor agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to high professional standards.

7. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable time, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

8. LIMITATION OF COST

(a) It is estimated that the total cost to the Government, exclusive of fixed fee, for the performance of this contract will not exceed the estimated cost set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule, and all obligations under this contract within such estimated cost. If at any time the Contractor has reason to believe that the cost which he expects to incur in the performance of this contract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the estimated cost then set forth in the Schedule, or if at any time, the Contractor has reason to believe that the total cost to the Government, exclusive of any fixed fee, for the performance of this contract will be substantially greater or less than the then estimated cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving the revised estimate of such total cost for the performance of this contract.

(b) The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in the Schedule, and the Contractor shall not be obligated to continue performance under the contract or to incur costs in excess of the estimated cost set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this contract. When and to the extent that the estimated cost set forth in the Schedule has been increased, any costs incurred by the Contractor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs had been incurred after such increase in estimated cost.

9. ALLOWABLE COST, FIXED FEE, AND PAYMENT

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) the cost thereof (herinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(i) Subpart 1–15.2 (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract; and

(ii) the terms of this contract; and

(2) such fixed fee, if any, as may be provided for in the Schedule.

(b) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form SF–1034 (original) and SF–1034(a) three copies, each voucher identified by the appropriate A.I.D. contract number, properly executed, in the amount of dollar expenditures made during the period covered, which voucher forms shall be supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor in the form and manner satisfactory to A.I.D. substantially as follows:

Category	Budget amount	Total expenditures	
		To date	This period
Salaries and wages	$xxx (including salaries overseas of $xxx).	$xxx (including salaries overseas of $xxx).	$xxx (including salaries overseas of $xxx).
Consultant fees	xxx	xxx	xxx
Allowances	xxx	xxx	xxx
Travel and transportation	xxx	xxx	xxx
Other direct costs	xxx	xxx	xxx
Overhead	xxx (including overhead overseas of $xxx).	xxx (including overhead overseas of $xxx).	xxx (including overhead overseas of $xxx).
Equipment and materials	xxx	xxx	xxx
Research and materials	xxx	xxx	xxx
Research services by non-U.S. personnel	xxx	xxx	xxx
Conference	xxx	xxx	xxx
Participant costs	xxx	xxx	xxx
Grand total	xxx	xxx	xxx

(2) The fiscal report shall include a certification signed by an authorized representative of the Contractor as follows:

"The undersigned hereby certifies: (1) That payment of the sum claimed under the cited contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the contract or for any breach of the terms of the contract, (2) that information on the fiscal report is correct and such detailed supporting information as the A.I.D. may require will be furnished at the Contractor's home office or base office as appropriate promptly to A.I.D. on request and (3) that all requirements called for by the contract to the date of this certification have been met.

By _____
Title _____
Date _____"

(3) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required in subparagraph (b)(1) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under all contracts in which the total contract amount is $50,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of $50,000: *Provided, however,* That if the Contractor has a contract in excess of $50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(i) Copy of Contractor's payroll indicating names, pay rates and pay periods with regard to salaries, fees and any related allowances paid Contractor's employees and consultants.

(ii) Statement of itinerary and originals or copies of carriers' receipts for employee's and dependents' transportation costs. Travel allowances must be stated separately.

(iii) Receipted supplier's invoices for costs of commodities, equipment and supplies, insurance and other items. Invoices must show quantity, description and price (less applicable discounts and purchasing agents commission). Individual transactions under $100 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airway bill or parcel post receipt. Voucher SF–1034 or SF–1036, as appropriate, must state whether or not items procured by Contractor were procured through advertising.

(iv) Receipted invoice of transporter showing name of vessel, flag, and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airway bill if applicable. No invoice is required if the bill of lading contains all the required information.

(4) The Contractor shall submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies or equipment totaling in excess of $2,500 appropriately detailed as to quantity, description, and price for each individual item of equipment purchased.

(5) The Contractor shall submit a Supplier's Certificate, AID Form 281, in triplicate, executed by the vendor for each transaction in excess of $2,500.

(c) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule: *Provided, however,* That after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) or the total fixed fee, or one hundred thousand dollars ($100,000), whichever is less, shall have been set aside.

(d) At any time or times prior to final payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

(e) On receipt and approval of the voucher designated by the Contractor as the "final voucher", which is to be submitted on Form SF–1034 (original) and SF–1034(a) in three copies and supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor as in (b) (1) and (2) above;

(2) Vendor's invoices as in (b)(3) or (b)(4) above;

(3) Supplier's Certificate as in (b)(5) above; and

(4) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor),

and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f), (g) and (h) below), the Government shall promptly pay to the Contractor any balance of allowable dollar cost, and any part of the fixed fee, which has been withheld pursuant to (d) above or otherwise not paid to the Contractor. The completion voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) Documentation for Mission: When submitting Voucher Form SF–1034 to the Paying Office listed on the Cover Page of this contract, the Contractor shall at the same time airmail to the Mission Controller one copy of vendor's invoices for all items of commodities, equipment, and supplies (except magazines, pamphlets and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items shipped from Contractor's stocks where vendor's invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Clauses of this contract entitled "Examination of Records" and "Audit and Records".

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract: *Provided,* That such claims are not known to the Contractor on the date of the execution of the release: *And provided further,* That the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(i) Any dollar cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

10. NEGOTIATED OVERHEAD RATES

(a) Notwithstanding the provisions of the clause of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(b) The Contractor, as soon as possible but not later than ninety (90) days after the expiration of each period specified in the Schedule, shall submit to the Contracting Officer with a copy to the Office of the Controller of A.I.D., Washington, D.C., a proposed final overhead rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting cost data. Negotiation of final overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1–15.2 (Principles and Procedures for Use in Cost—Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract.

(d) The results of each negotiation shall be set forth in a modification to this contract, which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in the Schedule or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in the Schedule shall be set forth in a modification to this contract.

(f) Any failure by the parties to agree on any final rate or rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the "Disputes" clause of this contract.

11. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all dollar amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

12. EXAMINATION OF RECORDS

(a) (1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any of the records for inspection, audit or reproduction by any authorized representative of the Comptroller General.

(3) In the event the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within 2 years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Office of the Controller of A.I.D., Washington, D.C., such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records (i) for a period of 3 years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by (I) or (II) below:

(I) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(II) Records which relate to (A) appeals under the Disputes clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) cost and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (a)(3) above, and the records described in subparagraph (4)(11) above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproduction of such records, after the expiration of 2 years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph (a), including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

(b) The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph (a)(6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract," as used in this paragraph (b) only, excludes (1) purchase orders not exceeding $2,500, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

13. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with this contract was increased by any significant sums because the Contractor, or any subcontractor in connection with a subcontract covered by (c) below, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such adjustment.

(b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) The Contractor agrees to insert the substance of paragraphs (a) and (c) of this clause in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder in excess of $100,000, and in any other subcontract hereunder in excess of $100,000 unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

Price Reduction for Defective Cost or Pricing Data-Price Adjustments

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000 that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause shall be limited to such price adjustments.

(b) If the Contractor determines that any price including profit or fee, negotiated in connection with any price adjustment within the purview of paragraph (a) above was increased by any significant sums because the subcontractor or any of his subcontractors in connection with a subcontract covered by paragraph (c) below, furnished incomplete or inaccurate cost or pricing data or data not current as of the date of execution of the subcontractor's certificate of current cost or pricing data, then such price shall be reduced accordingly and the subcontract shall be modified in writing to reflect such adjustment.

(c) The subcontractor agrees to insert the substance of this clause in each subcontract hereunder which exceeds $100,000.

14. AUDIT AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitute "records" for the purposes of this clause.

(b) The Contractor's facilities, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representative.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below.

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract or (B) litigation or the settlement of claims arising out of the performance of this contract, shall be retained until such appeals, litigation, or claims have been disposed of.

(d)(1) The Contractor shall insert the substance of this clause, including the whole of this paragraph (d), in each subcontract hereunder that is not on a firm fixed-price basis.

(2) The Contractor shall insert the substance of the following clause in each firm fixed-price subcontract hereunder in excess of $100,000, except those subcontracts covered by subparagraph (3) below.

Audit

(a) For purposes of verifying that cost or pricing data submitted in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of $100,000 are accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data.

(b) The Contractor agrees to insert the substance of this clause including this paragraph (b) in all subcontracts hereunder in excess of $100,000, where the price is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(3) The Contractor shall insert the substance of the following clause in each firm fixed-price subcontract hereunder in excess of $100,000, where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

Audit-price Adjustments

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000, that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation and further provided that such change or other modification to this contract must result from a change or other modification to the Government prime contract.

(b) For purposes of verifying that any cost of pricing data submitted in conjunction with a contract change or other modification involving an amount in excess of $100,000 are accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data.

(c) The Contractor agrees to insert the substance of this clause including this paragraph (c) in all subcontracts hereunder in excess of $100,000, so as to apply until 3 years after final payment of the subcontract.

15. SUBCONTRACTOR COST AND PRICING DATA

(a) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to the award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceeds $100,000, unless the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

Subcontractor Cost and Pricing Data-Price Adjustments

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time, and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the Certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000.

16. REPORTS

(a) Unless otherwise provided in the Schedule of this contract, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a semiannual report which shall include the following:

(1) A substantive report covering the status of the work under the Contract, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity covered under the terms of this contract.

(2) An Administrative report covering expenditures and personnel employed under the contract.

(b) Contractor shall prepare and submit to the Contracting Officer such other report as may be specified in the Schedule.

(c) Unless otherwise provided in the Schedule of this contract, at the conclusion of the work hereunder, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 45 days after completion of the work hereunder unless this period is extended in writing by the Contracting Officer.

17. PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS AND SUPPLIES

(a) No single item of equipment costing in excess of $2,500 shall be purchased and no vehicles shall be purchased without the prior written approval of the Contracting Officer unless purchase of such item is specifically authorized in the Schedule of this Contract.

(b) Except as may be specifically approved or directed in advance by the Contracting Officer the source of any procurement financed under this contract by U.S. dollars shall be the United States and it shall have been mined, grown, or through manufacturing, processing, or assembly produced in the United States. The term "source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country if the commodity is located therein at the time of purchase. If, however, a commodity is shipped from a free port or bonded warehouse in the form in which it is received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

In addition to the foregoing rule a produced commodity purchased in any transaction in excess of $2500 will not be eligible for United States funding if:

(1) It contains any component from countries other than Free World countries, as listed in AID Geographic Code 899; or

(2) It contains components which were imported into the country of production from such Free World countries other than the United States; and

(i) such components were acquired by the producer in the form in which they were imported; and

(ii) the total cost of such components (delivered at the point of production) amounts to more than 10 percent, or such other percentage as A.I.D. may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by A.I.D.).

18. SUBCONTRACTS

Except as provided in the Schedule or as placement is consented to in advance in writing by the Contracting Officer, Contractor shall not subcontract any part of the work under this contract. In no event shall any such subcontract be on a cost-plus-a-percentage-of-cost basis. This clause shall not be construed to require further authorization for the procurement of equipment, materials, and supplies otherwise authorized under the contract and procured in accordance with the Clause of this contract entitled "Procurement of Equipment, Vehicles, Materials and Supplies". The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the obligation and requirements of the contract.

19. TITLE TO AND CARE OF PROPERTY

1. Except as modified by any other provisions of this contract, title to all equipment, materials and supplies, the cost of which is reimbursable to Contractor by A.I.D. or by the Cooperating Government shall at all times, be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate unless title to specified types or classes of equipment is reserved to A.I.D. under provisions elsewhere in this contract, but all such property shall be under the custody and control of Contractor until completion of work under this contract or its termination at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner.

2. Contractor shall prepare and establish a program to be approved by the Mission for the receipt, use, maintenance, protection, custody and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

20. UTILIZATION OF SMALL BUSINESS CONCERNS

(The provisions of this Clause shall be applicable if the Contract is in excess of $5,000.)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(c) Small Business Provision: To permit A.I.D., in accordance with the Small Business Provisions of the Mutual Security Act, to give U.S. Small Business firms an opportunity to participate in supplying equipment covered by this section, Contractor, shall, to the maximum extent possible, provide the following information to the Office of Small Business, A.I.D., Washington, D.C. 20523 at least 45 days prior to placing any order in excess of Five Thousand Dollars ($5,000), except where a shorter time is requested of, and granted by the Office of Small Business:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

(d) Marking: All commodities and their shipping containers, furnished to the Contractor in any of the Cooperating Countries in which the Contractor is performing the services specified in this contract under A.I.D. financing (whether from the United States or other source country), must carry

the official A.I.D. emblem designed for the purpose. This identification shall be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trade mark or company or brand name affixed by the producer; the emblems on the shipping containers must be legible until they reach the consignee.

The size of the emblem may vary depending upon the size of the commodity, package, or shipping container to be marked, but must be large enough to be clearly visible at a reasonable distance. In addition, the shipping container will indicate clearly the last set of digits of the A.I.D., PA, PIO, or other authorization number in characters at least equal in height to the shipper's marks.

The emblem will appear in the colors shown on the samples available in the Office of Small Business, Agency for International Development, Washington, D.C. 20523, or in the offices of the Mission in the respective Cooperating Countries. Raw materials (including grain, coal, petroleum, oil, and lubricants) shipped in bulk, vegetable fibers packaged in bales, and semifinished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section. However, the emblem will be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A.I.D-financed goods. Instructions relating to display of the emblem by ships will be furnished by the charterers to the carriers with their charter parties.

If compliance with the provisions of this paragraph is found to be impracticable with respect to other commodities, the Cooperating Country or supplier will promptly request the Office of Small Business, Agency for International Development, Washington, D.C. 20523 for an exception from the requirements of this paragraph.

21. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus where this can be done, consistent with the efficient performance of the contract, at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference:

(1) Persistent labor surplus area concerns which are also small business concerns;

(2) Other persistent labor surplus area concerns;

(3) Substantial labor surplus area concerns which are also small business concerns;

(4) Other substantial labor surplus area concerns; and

(5) Small business concerns which are not labor surplus area concerns.

22. INSURANCE—LIABILITY TO THIRD PERSONS

(a) The Contractor shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under this contract: *Provided*, That the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. *And provided further*, That with respect to Workmen's Compensation the Contractor is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

(b) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.

(c) The Contractor shall be reimbursed:

(1) For the portion allocable to this contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this clause; and

(2) For liabilities to third persons for loss of or damage to property (other than property:

(i) Owned, occupied or used by the Contractor or rented to the Contractor; or

(ii) In the case, custody, or control of the Contractor), or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of this contract, whether or not caused by the negligence of the Contractor, his agents, servants or employees, provided such liabilities are represented by final judgments or settlements approved in writing by the Government, and expenses incidental to such liabilities, except liabilities (I) for which the Contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the Schedule, or (II) with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer, or (III) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (A) all or substantially all of the Contractor's business, or (B) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (C) a separate and complete major industrial operation in connection with the performance of this contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause, provided such cost would constitute Allowable Cost under the clause of this contract entitled "Allowable Cost and Payment."

(d) The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, or prompt notice of any claim made, against the Contractor arising out of the performance of this contract, the cost and expense of which may be reimbursable to the Contractor under the provisions of this contract and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of coverage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith: *Provided, however*, That the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

23. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under the contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part:

(1) Whenever the Contractor shall be fault in performance of this contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder as endangers such performance), and shall fail to cure such default within a period of 10 days (or such longer period as the Contracting Officer may allow) after receipt from the Contracting Officer of a notice specifying the default; or

(2) Whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government.

Any such termination shall be effective by delivery to the Contractor of a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If, after notice of termination of this contract for default under (1) above, it is determined for any reason that the Contractor was not in default pursuant to (1), or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor pursuant to the provisions of the clause of this contract relating to force majeure, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

(b) After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the Government, in the manner and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) With the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or

in part, in accordance with the provisions of this contract;

(6) Transfer title to the Government (to the extent that title has already been transferred) and deliver in the manner, at the times, and to the extent directed by the Contracting Officer; (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination; (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Government; and (iii) the jigs, dies, and fixtures, and other special tools and tooling acquired or manufactured for the performance of the contract for the cost of which the Contractor has been or will be reimbursed under this contract;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost under this clause. At any time after expiration of the plant clearance period, as defined in Subpart 1–8.1 of the Federal Procurement Regulations (41 CFR 1–8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept such items and remove them or enter into a storage agreement covering the same: *Provided,* That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 1 year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 1 year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 1 year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount of amounts to be paid (including an allowance for the fee) to the Contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(e) In the event of the failure of the Contractor and the Contracting Officer to agree in whole or in part, as provided in paragraph (d), as to the amounts with respect to costs and fee, or as to the amount of the fee, to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedure in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined as follows:

(1) If the settlement includes cost and fee:

(i) There shall be included therein all costs and expenses reimbursable in accordance with this contract, not previously paid to the Contractor for the performance of this contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Contracting Officer: *Provided, however,* That the Contractor shall proceed as rapidly as practicable to discontinue such costs;

(ii) There shall be included therein so far as not included under (i) above, the cost for settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the termination portion of the contract;

(iii) There shall be included therein the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory: *Provided, however,* That if the termination is for default of the Contractor there shall not be included any amounts for the preparation of the Contractor's settlement proposal; and

(iv) there shall be included therein a portion of the fee payable under the contract determined as follows:

(I) In the event of the termination of this contract for the convenience of the Government and not for the default of the Contractor, there shall be paid a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, less fee payments previously made hereunder; or

(II) In the event of the termination of this contract for the default of the Contractor, the total fee payable shall be such proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles delivered to and accepted by the Government bears to the total number of articles of a like kind called for by this contract.

If the amount determined under this subparagraph (1) is less than the total payment theretofore made to the Contractor, the Contractor shall repay to the Government the excess amount.

(2) If the settlement includes only the fee, the amount thereof will be determined in accordance with subparagraph (1)(iv) above.

(f) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes" from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (2) if any appeal has been taken, the amount finally determined on such appeal.

(g) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Government may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the Government.

(h) In the event of a partial termination, the portion of the fee which is payable with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the Contractor and the Contracting Officer, and such adjustment shall be evidenced by an amendment to this contract.

(i) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this clause such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however,* That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later date as determined

by the Contracting Officer by reason of the circumstances.

(j) The provisions of this clause relating to the fee shall be inapplicable if this contract does not provide for payment of a fee.

24. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: Acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless (i) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (ii) the Contracting Officer shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (iii) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the estimated completion date shall be revised accordingly, subject to the rights of the Government under clause hereof entitled "Termination for Default or for Convenience of the Government."

25. STOP WORK ORDER

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this cause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(i) Cancel the stop work order; or

(ii) Terminate the work covered by such order as provided in the clause of this contract entitled "Termination for Default or for Convenience of the Government."

(b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other provisions of the contract that may be affected, and the contract shall be modified in writing accordingly, if:

(i) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(ii) The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage: *Provided*, That, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) If a stop work order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

26. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official representative, or board on a question of law.

27. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower tier subcontractor).

28. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

29. PATENT PROVISIONS AND PUBLICATION OF RESULTS

The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data, and findings developed under this contract, through dedication, assignment to the Administrators, publication, or such other means as may be determined by the Contracting Officer.

(a) With respect to patentable results and in accordance with this clause the Contractor agrees:

(1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Agency may decide to undertake covering the subject matter above described;

(2) To execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications; and

(3) To secure the cooperation of any employee of the Contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney, are excluded from the duties of the Contractor.

(b) With respect to nonpatentable results of research and investigations and information concerning the contract work, which the Contracting Officer determines will not form a basis of a patent application, the Contractor agrees:

(1) In contracts with public organizations, that such results may be known to the public only in such a manner as the parties hereto may agree, or in case of failure to agree, the results may be known to the public by either party after due notice and submission of the proposed manuscript to the other, with such credit or recognition as may be mutually agreed upon, provided that full responsibility is assumed by such party for any statements on which there is a difference of opinion, and provided further that no copyrights shall subsist in any such publication.

(2) In all other contracts, that such results may be made known to the public only at the discretion of the Contracting Officer or his designated representative, under such conditions as the Contracting Officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may determine.

(3) In case of publication by the Contractor, that reprints shall be supplied to the Agency in accordance with the Plan of Work.

30. RIGHTS IN DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under

this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others to do so.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability including costs and expenses (i) for violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

31. RELEASE OF INFORMATION

All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party or government other than A.I.D., except as otherwise expressly provided in this contract.

32. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor (41 CFR, ch. 60). Exemptions include contracts and subcontracts (i) not exceeding $10,000, (ii) not exceeding $100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.[1] The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

33. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

34. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

35. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

36. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, A.I.D. shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

37. LANGUAGE, WEIGHTS AND MEASURES

The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in the contract or as authorized by the Contracting Officer. Wherever weights and measures are required or authorized, all quantities and measures shall be made, computed, and recorded in the metric system unless specified otherwise in the Schedule of the Contract.

38. NOTICES

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or mail as follows:

To A.I.D.:
Administrator, Agency for International Development, Washington, D.C. 20523. Attention: Contracting Officer (naming the Contracting Officer who executed this contract with copy to appropriate Mission Director).

To Contractor:
At Contractor's address shown in the Cover Page of this contract.

or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered.

[1] Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Secretary of Labor's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause.

ADDITIONAL GENERAL PROVISIONS

COST TYPE CONTRACT FOR RESEARCH AND DEVELOPMENT

INDEX OF CLAUSES

Additional General Provisions for Overseas Cost Type Contract for Research and Development (Form CT/AGP/R&D, 3-67) are also attached hereto, and except for the Clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.

39. DEFINITIONS

(a) "Regular Employee" shall mean a Contractor employee appointed to serve 1 year or more in the Cooperating Country.

(b) "Short Term Employee" shall mean a Contractor employee appointed to serve less than 1 year in the Cooperating Country.

(c) "Dependents" shall mean:

(1) *Wife.*

(2) *Children* (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.

(3) *Parents* (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.

(4) *Sisters and brothers* (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(5) *Husband* who is at least 51 percent dependent on the employee for support.

(d) "Local Currency" shall mean the currency of the Cooperating Country.

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

40. PERSONNEL

(a) *Approval.* No individual shall be sent outside of the United States by the Contractor to perform work under the contract without the prior written approval of the Contracting Officer; nor shall any individual be engaged outside the United States or assigned when outside the United States to perform work outside the United States without such approval unless otherwise provided in the Schedule or unless the Contracting Officer otherwise agrees in writing.

(b) *Duration of appointments.* (1) Regular employees normally will be appointed for a minimum of 2 years (including orientation) under the contract except:

(i) When the remaining period of this contract is less than 2 years and in the judgment of the Contractor it is deemed desirable to fill a vacancy, then appointment may be made for the remaining period of the contract provided the contract has 1 year or more to run, and provided further that if it is contemplated that the contract is to be extended, then the appointment will be for 2 years subject to the actual extension being made.

(ii) When a position to be filled does not require a 2-year appointment, then an appointment may be made for less than 2 years but in no event less than 1 year. If services are required for less than 1 year a short-term staff appointment may be made in accordance with the applicable provisions of the contract.

(iii) When the normal tour of duty established for A.I.D. personnel at a particular post is less than 2 years, then a normal appointment under the contract may be of the same duration.

(2) Contractor may make appointments of regular employees under this contract for less than 2 years whenever Contractor is unable to make a full 2-year appointment, provided that the Contracting Officer approves such appointment, and provided further that in no event shall such appointment be less than 1 year.

(c) *Dependent employees.* If any person who is employed for services overseas under this contract is also a dependent of any other overseas employee under this contract, such person shall continue to hold the status of a dependent and be entitled and subject to the contract provisions which apply to dependents except as an employee he or she shall be entitled to an approved salary for the time services are actually performed in the Cooperating Country and workmen's compensation as provided in the Clause of this contract entitled "Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo," but such person shall not be entitled to overseas salary differential or any other allowances which are granted to regular employees.

(d) *Physical fitness of employees and dependents*—(1) *Predeparture.* (i) Contractor shall exercise reasonable precautions in assigning employees for work under this contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) and their dependents authorized to accompany such employees to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee and authorized dependents are physically qualified to reside in the country to which the employee is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee or authorized dependent and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract) or such authorized dependent is unable to reside in the Cooperating Country for at least 9 months or one-half the period, whichever is greater, of the related employee's initial tour of duty because of any physical disability (other than physical disability arising from an accident while a dependent under this contract), Contractor shall not be reimbursed for the return transportation costs of the physically disabled employee and his dependents and their effects or for the return transportation of the physically disabled dependent and any other persons required to return because of such disability; and

(ii) Contractor shall require all employees and dependents who are returning to their post of assignment after a period of home leave to be examined by a licensed doctor of medicine as required in this paragraph (1).

(2) *End of tour.* Contractor is authorized to provide its regular employees and dependents with physical examinations upon completion of their regular tours of duty.

(e) *Conformity to laws and regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(f) *Sale of personal property or automobiles.* The sale of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. Nationals employed by the Mission.

(g) *Conflict of interest.* Other than work to be performed under this contract for which an employee or consultant is assigned by the Contractor, no regular or short term employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(h) *Right to recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

41. LEAVE AND HOLIDAYS

(a) *Vacation leave.* Contractor may grant to personnel employed under this contract vacations of reasonable duration in accordance with Contractor's usual practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum. It is understood that vacation leave is provided under this contract primarily for the purposes of affording necessary rest and recreation to regular employees during their tours of duty in the Cooperating Country. The Contractor will use its best efforts to arrange that earned vacation leave will be used for the above stated purpose during his tour of duty unless the interest of the project dictates otherwise. Lump-sum payments for vacation leave earned but not taken may be made at the end of an employee's service under the contract: *Provided*, That such lump-sum payment shall be limited to leave earned during a 12-month period (not to exceed 26 working days). Such lump-sum payment for vacation leave earned but not taken shall be reimbursed in accordance with Subpart 1-15.2 of the Federal Procurement Regulations in effect on the date of this contract.

(b) *Sick leave.* Sick leave may be granted in accordance with the Contractor's usual practice but not to exceed 13 working days per annum. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice if, in the judgment of the Contractor, and with the prior approval of the Contracting Officer, it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 calendar days. Contractor agrees to reimburse A.I.D. for leave used in excess of the amount earned during the regular employees assignment under this contract. Sick leave earned and unused at

the end of a regular tour of duty may be carried over to a succeeding tour of duty. Unused sick leave is not reimbursable under this contract.

(c) *Home leave.* (1) For Contractor's regular employees who have served 2 years overseas (which period includes orientation in the United States) under this contract and have not taken more than thirty (30) days leave (vacation, sick or leave without pay) in the United States, home leave of up to thirty (30) calendar days in the United States will be allowed: *Provided*, That such regular employees agree to return overseas under an additional 2 year appointment, or for such shorter period of not less than 1 year of overseas service as the Contracting Officer may approve in advance, under the contract upon completion of home leave.

(2) Notwithstanding the requirement in subparagraph (1) immediately above, that Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employees subject to all of the following conditions:

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract, and

(ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his current tour of duty under this contract, and

(iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his current tour of duty and an additional 2-year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Contracting Officer may approve in advance, and

(iv) The Mission Director shall have given prior written approval in each case of such advance home leave.

(3) The period of service overseas required under paragraph (c)(1) or paragraph (c)(2) above shall include the actual days in orientation in the United States and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the U.S. port of debarkation from international travel. Allowable vacation and sick leave taken, but not leave without pay, shall be included in the required period of service overseas, provided that any such vacation and sick leave was not taken within the United States or the territories of the United States.

(4) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing A.I.D. for salary payments made during home leave, if in spite of the undertaking of the new appointment, the regular employee, except for reasons beyond his control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

(5) To the extent deemed necessary by Contractor, regular employees in the United States on home leave may be authorized to spend not to exceed five (5) days in work status at the Contractor's principal place of business or at A.I.D./Washington for consultation before returning to their post of duty.

(d) *Military leave.* Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the Armed Forces, provided that such military leave has been approved in advance by the Contracting Officer.

(e) *Leave records.* Contractor shall maintain current leave records for all regular employees and short-term employees, and the Contractor shall make semiannual statements to the Contracting Officer of leave taken.

(f) *Holidays—Overseas.* Contractor employees while serving abroad shall be entitled to all holidays authorized by the Mission Director or A.I.D. Representative in the country of assignment.

42. ALLOWANCES

(a) *Post differential allowance.* In areas where post differentials are paid to A.I.D. employees, post differentials of the same percentage of salary as are provided such A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500, Tables—Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. Such post differential allowances shall be payable beginning on the date of arrival at the post of assignment and such payments shall continue, including periods away from post on official business, until the close of business on the day of departure from the post of assignment en route to the United States. Sick leave taken and leave taken for vacation at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the limits of the United States or the territories of the United States. Post differential will not be payable while the employee is away from his post of assignment for purposes of home leave. Short-term employees shall not be entitled to post differential for the first forty-two (42) calendar days at post of assignment.

(b) *Living quarters allowance.* The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowances shall be the same as paid A.I.D. employees of equivalent rank in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended. Subject to the written approval of the Mission Director, short term employees may be paid per diem (in lieu of living quarters allowance) at rates authorized by the Mission Director, but not to exceed the rates prescribed by the Standardized Government Travel Regulations as from time to time amended, during the time such short term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the U.S. Government or of the Cooperating Country, and similar factors.

(c) *Temporary lodging allowance.* The Contractor will be reimbursed for payments made to employees and authorized dependents for a temporary lodging allowance, in lieu of living quarters allowance in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) *Post allowance.* The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid A.I.D. employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) *Supplemental post allowance.* The Contractor will be reimbursed for payments made to employees for supplemental post allowance as approved by the Mission Director in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) *Educational allowances.* The Contractor will be reimbursed for payments made to regular employees, for educational allowances for their dependent children in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(g) *Educational travel.* The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for employees whose assignment is less than 2 years.

(h) *Separate maintenance allowance.* The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance on the same basis as made to A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(i) *Payments during evacuation.* If approved in advance by the Mission Director, the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the U.S. Standardized Government Travel Regulations, as from time to time amended.

43. TRAVEL AND TRANSPORTATION EXPENSES

(a) *International travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the individual. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (g) below and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim or for postaudit. When travel is by economy class accommodations the Contractor will be reimbursed for transporting up to twenty-two (22) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. Travel allowances for such travelers shall be at the rate of $6 per day for persons 11 years of age or over, and $3 per day for persons under 11 years of age, for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations as from time to time amended. One stopover en route for a period of not to exceed twenty-four (24) hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover

shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts stated in the Standardized Government Travel Regulations, as from time to time amended.

(b) *Local travel.* The Contractor shall be reimbursed at the rates established by the Mission Director for transportation of travelers in the Cooperating Country in connection with duties directly referable to the contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by the Cooperating Government or the Mission in connection with duties directly referable to the contract, including travel allowances at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

(c) *Travel for consultation.* The Contractor shall be reimbursed for the round trip of the Contractor's Chief Representative in the Cooperating Country or other designated Contractor's employee or consultant in the Cooperating Country performing services required under this contract, for travel from the Cooperating Country to the Contractor's principal place of business in the United States or to A.I.D./Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance in writing by the Contracting Officer or the cognizant Mission Director.

(d) *Special international travel and third country travel.* Upon the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (1) the costs of international transportation of travelers other than between the United States and the Cooperating Country and for local transportation within other countries and (2) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates prescribed by the Standardized Government Travel Regulations, as amended, when such travel advances the purposes of this Contract is not otherwise provided for by any of the Cooperating Countries.

(e) *Indirect travel for personal convenience.* When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by U.S. flag carriers will be reimbursable within the above limitation of allowable costs.

(f) *Limitation on travel by dependents.* Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode in the United States to assigned station in the Cooperating Country and return, only if dependent remains in the Cooperating Country for at least nine months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is the greater.

(g) *Delays en route.* The Contractor may grant to travelers under this contract reasonable delays en route, not circuitous in nature while in travel status, caused by events beyond the control of such traveler or Contractor, other than those caused by physical incapacitation. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph (b) of the Clause of this contract entitled "Leave and Holidays".

(h) *Travel by privately owned automobile.* The Contractor shall be reimbursed for the cost of travel performed by regular employees in their privately owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled, provided the staff member is taking such automobile to or from the Cooperating Country as authorized under the contract. If any authorized dependents travel with the regular employee in such automobile, no additional charge will be made by Contractor for their travel between such points.

(i) *Emergency and irregular travel and transportation.* Actual transportation costs and travel allowances while en route, as provided in this section will also be reimbursed under the following conditions:

(1) Subject to the prior written approval of the Mission Director the costs of going from post of duty in the Cooperating Country to the United States or other approved location for regular employees and dependents, when because of reasons or conditions beyond his control, regular employee has not completed his required service in the Cooperating Country or the dependent must leave the Cooperating Country. The Mission Director may also authorize the return from the Country of such regular employee and/or his dependents.

(2) It is agreed that paragraph (1) next above includes but it is not necessarily limited to the following:

(i) Need for medical care beyond that available within the area to which regular employee is assigned;

(ii) Serious effect on physical or mental health if residence is continued at assigned post of duty;

(iii) Death or serious illness in the immediate family (parents and children) of regular employee or spouse; and

(iv) Emergency evacuation, including, subject to the Mission Director's approval, the transportation of household effects and automobiles or storage thereof, and a per diem allowance for subsistence.

(j) *Rest and recuperation travel.* The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation on the same basis as authorized Mission employees: *Provided, however,* That no reimbursement will be made unless written approval has been obtained from the Mission Director, prior to such travel.

(k) *Transportation of motor vehicles, personal effects and household goods.* Transportation, including packing and crating costs, will be paid for shipment from point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer): (1) Of one privately owned motor vehicle for each regular employee, (2) of personal effects of regular employees, and (3) of household goods of each regular employee not to exceed the following limitations:

	Basic household furniture not supplied (pounds net weight)	Basic household furniture supplied (pounds net weight)
Regular employee with dependents in Cooperating Country	7,500	2,500
Regular employee without dependents in Cooperating Country	4,500	1,500

The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating, and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately owned motor vehicle for a regular employee may be authorized by the Contractor, as a replacement of the last such motor vehicle shipped under this contract for such regular employee when the Mission Director or his designee determines, in advance and so notifies the Contractor in writing, that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to U.S. Citizens employed by the Mission.

Unaccompanied Baggage

In addition to the weight allowance shown above for household effects, each regular employee and each authorized dependent may ship the following amounts of unaccompanied personal effects:

(1) If air travel is used "exclusively", a maximum of 300 pounds gross weight is authorized, of which 100 pounds gross weight may be shipped as air freight, the remainder being shipped as surface freight; or

(2) If surface travel is used "exclusively", the free baggage allowance of the carrier must be utilized. If the carrier's free baggage allowance is less than 300 pounds, the difference between the free baggage allowance and 300 pounds is authorized for surface shipment as unaccompanied baggage; or

(3) If travel is by "both" air and surface means, a maximum of 300 pounds gross weight is authorized for shipment from origin to destination by surface means. Alternatively, up to 100 pounds gross weight of the 300 pounds maximum may be shipped as air freight between cities where travel is performed by air and the difference may be shipped by surface means from origin to destination.

To keep air shipments to a minimum and to permit the arrival of effects to coincide with the arrival of the regular employees and authorized dependents, consideration should be given to advance shipments of unaccompanied baggage by surface. The foregoing provisions concerning "Unaccompanied Baggage" are also applicable to "short-term employees", when these are authorized by the terms of this contract.

(l) *Storage of household effects.* The cost of storage charges, (including packing, crating, and drayage costs) in the United States of household goods of regular employees will be permitted, in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (k) above, provided that the total amount of household goods shipped to the Cooperating Country and stored in the United States shall not exceed 4,500 pounds net for each regular employee without dependents in the Cooperating Country and 7,500 pounds net for each regular employee with dependents in the Cooperating Country.

(m) *Limitation on transportation*—(1) *International air transportation.* All international air travel under this contract shall be made on U.S.-flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for reimbursement and for post audit:

(i) where a flight by a U.S. carrier is not scheduled to arrive in time for the conduct of official business;

(ii) where a flight by a U.S. carrier is scheduled but does not have accommodations available when reservations are sought;

(iii) where the departure time, routing, or other features of a U.S. carrier flight would interfere with or prevent the satisfactory performance of official business;

(iv) where a scheduled flight by a U.S. carrier is delayed because of weather, mechanical or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

(v) where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the U.S. carrier will result in higher total U.S. dollar cost to the contract due to additional per diem or other expenses;

(vi) where the appropriate class of accommodations is available only on a non-U.S. carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a U.S. carrier and related per diem; and

(vii) where payment for transportation can be made in excess foreign currencies, provided no U.S. air carriers adequately serving the points of travel will accept the currency. This preferential use of a foreign air carrier will also apply to near-excess foreign currencies.

All international air shipments under this contract shall be made on U.S. flag carriers, except as provided in paragraph (vii) above, unless shipment would, in the judgment of the Contractor, be delayed an unreasonable time awaiting a U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post audit by A.I.D.

(2) *International ocean transportation.* All international ocean transportation of persons and things which is to be reimbursed in U.S. dollars under this contract shall be by U.S.-flag vessels to the extent they are available.

(i) *Transportation of things.* Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Resources Transportation Divisions, Agency for International Development, Washington, D.C. 20523, or the Mission Director, as appropriate, giving the basis for the request.

(ii) *Transportation of persons.* Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(3) *Transportation of foreign-made motor vehicles.* Unless otherwise authorized by the Contracting Officer or the Mission Director no reimbursement will be made for the costs of transportation of any foreign (non-United States) made motor vehicle between the United States and the Cooperating Country or any intermediate points. Authorization of the transportation of foreign-made motor vehicles will be granted by the Contracting Officer or Mission Director in accordance with the Uniform State/AID/USIA Foreign Service Travel Regulations, as from time to time amended.

(4) *Unauthorized travel.* The Contractor shall not be reimbursed for any costs for travel of his employees when such travel has not been authorized under the terms of this contract.

44. CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY

Whenever it is necessary to convert U.S. dollars to local currency, conversions shall be made, if possible, through the cognizant U.S. Disbursing Officer, American Embassy or, through the Mission Controller, as appropriate.

45. ORIENTATION AND LANGUAGE TRAINING

Regular employees and dependents may receive orientation and language training for an overseas assignment if provided in the Schedule or authorized in writing by the Contracting Officer. Transportation cost and travel allowances, pursuant to the provisions of the Clause or Clauses of this contract entitled "Travel and Transportation Expenses" may be reimbursed if the orientation is more than fifty (50) miles from the regular employee's residence.

46. INSURANCE—WORKMEN'S COMPENSATION, PRIVATE AUTOMOBILES, MARINE AND AIR CARGO

(a) *Workmen's compensation insurance.* (1) The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by U.S. Public Law 208, 77th Congress, as amended (42 U.S.C. 1651 et seq.), with respect to and prior to the departure for overseas employment under this contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.

(2) The Contractor shall further provide for all employees who are nationals or permanent residents of the country in which services are being rendered, if the contract authorizes their employment, security for compensation benefits pursuant to the applicable law of such country for injury or death in the course of such employment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.

(3) The Contractor agrees to insert the provisions of this Clause, including this paragraph (3), in all subcontracts or subordinate contracts hereunder, except subcontracts or subordinate contracts exclusively for furnishing materials or supplies.

(4) The Contractor agrees, as evidence of compliance with (1), (2), and (3) above, to provide the Contracting Officer within a reasonable period of time after the effective date of this contract with a copy of the actual insurance policy indicating the coverage provided for employees assigned by the Contractor to overseas employment under this contract and the Contractor agrees to provide the Contracting Officer with a similar copy of the insurance policy within a reasonable time after each renewal of this coverage, so long as this contract remains in effect. All such insurance policies shall be subject to the written approval of the Contracting Officer prior to reimbursement by A.I.D. to the Contractor of the costs thereof.

(5) The Contractor further agrees to provide the Contracting Officer with three copies of Department of Labor Form BEC-239-1 or US-240 "Certificate That Employer Has Secured Payment of Compensation," herein identified as a "Certificate of Compliance". The Contractor can obtain this Certificate from the insurance carrier through the Deputy Commissioner, Bureau of Employees' Compensation, Department of Labor, for the appropriate Compensation District.

(b) *Insurance on private automobiles.* If Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director payable in U.S. dollars or its equivalent in the currency of the Cooperating Country; injury to persons, $10,000/$20,000; property damage, $5,000. Contractor further agrees to deliver or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobiles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

(c) *Marine and air cargo insurance.* Contractor may obtain cargo insurance on equipment, materials, and supplies procured under this contract only after obtaining the prior written approval of the Contracting Officer.

47. SERVICES PROVIDED TO CONTRACTOR

In the event the U.S. Government or Cooperating Government has furnished the Contractor free of charge with items or services which are covered herein as allowable costs, whether direct or indirect, reimbursement may not be claimed for such items or services.

48. MISCELLANEOUS

A.I.D. shall use its best efforts to provide Contractor's regular employees and dependents with medical care, APO, PX, commissary, and Officers' Club privileges if made available to A.I.D. employees at the post of assignment.

49. CONTRACTOR—MISSION RELATIONSHIPS

Contractor acknowledges that this contract is an important part of the U.S. Foreign Assistance Program and agrees that Contractor's operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails. The Mission Director is the chief representative of A.I.D. in the Cooperating Country. In this capacity, he has responsibility for the total A.I.D. program in the Cooperating Country including certain administrative responsibilities set forth in this contract and for advising A.I.D. regarding the performance of the work under the contract and its effect on the U.S. Foreign Assistance Program. Although the Contractor will be responsible for all professional and technical details of the work called for by the contract, he shall be under the general policy guidance of the Mission Director and shall keep the Mission Director currently informed of the progress of the work under the contract.

50. NOTICE OF CHANGES IN REGULATIONS

Changes in allowances shall be effective 30 days after the effective date of such changes for A.I.D. direct-hire employees or on the date of notice, whichever is later. Notice of changes shall be sufficient as provided in the Clause of this contract entitled "Notices".

4. New § 7-16.953 is added as follows:

§ 7-16.953 Form for Agency for International Development Cost-Reimbursement Contract for Technical Services Overseas, 3-67.

NOTE: Cover page filed as part of the original document.

MARCH 1967.
Contract No. _____

TABLE OF CONTENTS

SCHEDULE

The Schedule, on pages _____ through _____, consists of this Table of Contents and the following Articles:

GENERAL PROVISIONS

The following provisions, numbers 1 through _____, omitting number(s) _____, are the General Provisions of this contract:

1. Definitions.
2. Biographical Data.
3. Personnel.
4. Leave and Holidays.
5. Allowances.
6. Travel and Transportation Expenses.
7. Notice of Changes in Regulations.
8. Conversion of U.S. Dollars to Local Currency.
9. Orientation and Language Training.
10. Services Provided to Contractor.
11. Miscellaneous.
12. Contractor—Mission Relationship.
13. Procurement of Equipment, Vehicles, Materials, and Supplies.
14. Subcontracts.
15. Title to and Care of Property.
16. Excusable Delays.
17. Stop Work Order.
18. Changes.
19. Standards of Work.
20. Inspection.
21. Limitation of Cost.
22. Allowable Cost, Fixed Fee, and Payment.
23. Negotiated Overhead Rates.
24. Assignment of Claims.
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26. Price Reduction for Defective Cost or Pricing Data.
27. Audit and Records.
28. Subcontractor Cost and Pricing Data.
29. Reports.
30. Utilization of Small Business Concerns.
31. Utilization of Concerns in Labor Surplus Areas.
32. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo.
33. Insurance—Liability to Third Persons.
34. Termination for Default or for Convenience of the Government.
35. Disputes.
36. Authorization and Consent.
37. Notice and Assistance Regarding Patent and Copyright Infringement.
38. Patent Provisions and Publication of Results.
39. Rights in Data.
40. Release of Information.
41. Equal Opportunity.
42. Convict Labor.
43. Walsh-Healey Public Contracts Act.
44. Officials Not To Benefit.
45. Covenant Against Contingent Fees.
46. Language, Weights and Measures.
47. Notices.

General Provisions for Cost Type Contract for Technical Services Overseas (Form CT/GP/Technical Services Overseas) attached hereto, and except for the Clauses omitted as specified on the preceding page, such General Provisions are incorporated in this contract.

Contract No. _____

SCHEDULE

ARTICLE I—STATEMENT OF WORK

For a period as hereinafter set forth in the Schedule, the Contractor shall provide technical services at the level of effort hereinafter set forth, and shall perform such technical services as are hereinafter set forth directed toward _____ project. The scope of work shall include:

(Example)

A. (General statement of the work to be performed.)

B. (Detailed statement of all elements of work to be performed, including specification, if any.)

ARTICLE II—KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Key personnel:

(Identify by name)

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: *Provided*, That the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

ARTICLE III—LEVEL OF EFFORT

A. The level of effort for the performance of this contract shall be _____ total man-hours of direct labor at an average rate of approximately _____ hours per month.

B. The estimated composition of the total man-hours of direct labor is as follows:

	Number man-hours
Key Personnel	
Other Personnel:	
Scientists	
Engineers	
Technicians	
Clerical	

C. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective provided such fluctuation does not result in the utilization of the total man-hours of effort prior to the expiration of the term hereof, and it is further understood and agreed that the number of hours of effort for any classification except for the hours of the Key Personnel may be utilized by the Contractor in any other direct labor classification if necessary in the performance of the work.

D. The Contracting Officer may, by written order, direct the Contractor to increase the average monthly rate of utilization of direct labor to such an extent that the total man-hours of effort, specified above, would be utilized prior to the expiration of the term hereof. Any such order shall specify the increment required and the revised term hereof resulting therefrom.

ARTICLE IV—PERIOD OF CONTRACT

A. The effective date of this contract is _____ and the estimated completion date is _____.

B. In the event that the Contractor fails to furnish the level of effort set forth herein for the specified term, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified level of effort or until the estimated cost of the work for such period shall have been expended.

ARTICLE V—ESTIMATED COST AND FIXED FEE

The total estimated cost of this contract to the Government, exclusive of the fixed fee, is $ _____. The fixed fee is $ _____.

NOTE: When it is anticipated that a portion of the costs under the contract will be reimbursed with local currency, the following clause should be used in lieu of the clause immediately above.

(The total estimated dollar cost of this contract to the Government, exclusive of the fixed fee, is $ _____. The fixed fee is $ _____. The total estimated nondollar cost of this contract, exclusive of the fixed fee, is _____. The fixed fee is _____. Each total estimated cost will be treated separately for the purposes of the clause in the General Provisions entitled "Limitation of Cost").

ARTICLE VI—BUDGET

The following budget sets limitations for reimbursement of dollar costs for individual line items. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder or exceed the dollar costs for any individual line item by more than 15 percent of such line item.

BUDGET

Category	*Budget amount (dollars)*
Salaries and Wages	$ _____ (including salaries overseas of $ _____).
Consultant Fees	
Allowances	
Travel and Transportation	
Other Direct Costs	
Overhead	$ _____ (including salaries overseas of $ _____).
Equipment and Materials	
Grand Total (Dollars)	
Local Currency	

ARTICLE VII—COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR

A. *U.S. Dollar Costs.*

The U.S. dollar costs allowable under the contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with General Provision 22 of this Contract entitled "Allowable Cost, Fixed Fee, and Payment."

B. *Logistic Support and Costs Reimbursable in* _____
(Stated local currency)

The Contractor shall be provided with or reimbursed in _____ for
(Stated local currency)
the following:

(Complete)

C. *Method of Payment of* _____
(Stated local currency)
Costs.

Those contracts costs which are specified as local currency costs in paragraph B, above, if not furnished in kind by the Cooperating Government or the Mission, shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director and the Contractor. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

ARTICLE VIII—PAYMENT OF FIXED FEE

At the time of each payment to the Contractor on account of allowable dollar cost, the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable dollar cost is to the total estimated cost, as amended from time to

time: *Provided, however,* That whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed to ratio: *Provided further,* That after payment of eighty-five percent (85%) of the total fixed fee, the provisions of paragraph (c) of General Provision 22 of this contract entitled "Allowable Cost, Fixed Fee, and Payment," shall be followed.

ARTICLE IX—ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of General Provision 23 of this contract entitled "Negotiated Overhead Rates", a rate or rates shall be established for the period beginning _____ (Enter month, day, year) _____ and ending _____ (Enter month, day, year) Pending establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rates applied to the base(s) which are set forth below:

On Site (Home Office):

(Rate)	(Base)	(Period)

Off Site (Overseas):

(Rate)	(Base)	(Period)

ARTICLE X—PERSONNEL COMPENSATION

A. Limitations.

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with Article VII of the Schedule entitled "Costs Reimbursable and Logistic Support to Contractor" and General Provision 22 entitled "Allowable Cost, Fixed Fee, and Payment" and other applicable provisions of this contract but subject to the following additional specific understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. *Approvals.* Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding 3 years: *Provided,* That if the work is to be performed by employees serving overseas for a period in excess of 1 year, the normal base salary may be increased in accordance with the Contractor's established policy and practice, but not to exceed 10 percent of base U.S. salary excluding benefits. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FSR–1 (or the equivalent daily rate of the maximum FSR–1 salary if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. *Salaries during travel.* Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

3. *Return of overseas employees.* Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most expeditious air route plus accrued vacation leave.

4. *Merit or promotion increases.* Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one merit or promotion increase of not more than 5 percent of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after employee's completion of each 12-month period of satisfactory services under the contract. Merit or promotion increases exceeding these limitations or exceeding the maximum salary of FSR–1 may be granted only with the advance written approval of the Contracting Officer.

5. *Consultants.* Consultant services for a maximum number of _____ days will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding 3 years. There is a ceiling on a reimbursable compensation for any consultant of $100 per day and a total period of service for each consultant not to exceed 90 work days in any 12-month period, unless advance written approval is given by the Contracting Officer.

6. *Third country and Cooperating Country nationals.* No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract is authorized in the Schedule or has the prior written approval of the Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the A.I.D. Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence.

7. *Workweek—Nonoverseas employees.* The workweek for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

Overseas employees. The workweek for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the A.I.D. Mission and the Cooperating Country associated with the work of this contract.

B. Definitions.

As used herein, the terms "Salaries", "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential and other allowances associated with overseas service, except as otherwise stated. The term compensation includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead and other charges.

ARTICLE XI—ADDITIONAL CLAUSES

(Additional Schedule Clauses may be added, if required.)

AID Form CT/GP/Technical Services Overseas, 3–67

GENERAL PROVISIONS

COST-REIMBUSEMENT CONTRACT FOR TECHNICAL SERVICES OVERSEAS

Index of Clauses

1. DEFINITIONS

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "A.I.D." shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the U.S. Government and any other government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Dependents" shall mean:

(1) *Wife;*

(2) *Children* (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support;

(3) *Parents* (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support;

(4) *Sisters and brothers* (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support; and

(5) *Husband* who is at least 51 percent dependent on the employee for support.

(i) "Economy Class" air travel (also known as jet-economy, air coach, tourist-class, etc.) shall mean a class of air travel which is less than first class.

(j) "Federal Procurement Regulations" (FPR), when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(k) "Government" shall mean the U.S. Government.

(l) "Local Currency" shall mean the currency of the Cooperating Country.

(m) "Mission" shall mean the U.S. A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(n) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

(o) "Regular Employee" shall mean a Contractor employee appointed to serve 1 year or more in the Cooperating Country.

(p) "Short Term Employee" shall mean a Contractor employee appointed to serve less than 1 year in the Cooperating Country.

(q) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

2. BIOGRAPHICAL DATA

Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract; (1) all individuals to be sent outside of the United States, (2) key personnel. Biographical data on other individuals employed under the contract shall be available for review by A.I.D. at the Contractor's principal place of business.

3. PERSONNEL

(a) *Approval.* No individual shall be sent outside of the United States by the Contractor to perform work under the contract without the prior written approval of the Contracting Officer; nor shall any individual be engaged outside the United States or assigned when outside the United States to perform work outside the United States without such approval unless otherwise provided in the Schedule or unless the Contracting Officer otherwise agrees in writing.

(b) *Duration of appointments.* (1) Regular employees normally will be appointed for a minimum of 2 years (including orientation) under the contract except:

(i) When the remaining period of this contract is less than 2 years and in the judgment of the Contractor it is deemed desirable to fill a vacancy, then appointment may be made for the remaining period of the contract provided the contract has 1 year or more to run, and provided further that if it is contemplated that the contract is to be extended, then the appointment will be for 2 years subject to the actual extension being made;

(ii) When a position to be filled does not require a 2-year appointment, then an appointment may be made for less than 2 years but in no event less than 1 year. If services are required for less than 1 year a short-term staff appointment may be made in accordance with the applicable provisions of the contract; and

(iii) When the normal tour of duty established for A.I.D. personnel at a particular post is less than 2 years, then a normal appointment under the contract may be of the same duration.

(2) Contractor may make appointments of regular employees under this cnotract for less than 2 years whenever Contractor is unable to make a full 2-year appointment: *Provided,* That the Contracting Officer approves such appointment: *And provided, further,* That in no event shall such appointment be less than 1 year.

(c) *Dependent employees.* If any person who is employed for service overseas under this contract is also a dependent of any other overseas employee under this contract, such person shall continue to hold the status of a dependent and be entitled and subject to the contract provisions which apply to dependents except as an employee he or she shall be entitled to an approved salary for the time services are actually performed in the Cooperating Country and workmen's compensation as provided in the Clause of this contract entitled "Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo," but such person shall not be entitled to overseas salary differential or any other allowances which are granted to regular employees.

(d) *Physical fitness of employees and dependents*—(1) *Predeparture.* (i) Contractor shall exercise reasonable precautions in assigning employees for work under this contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) and their dependents authorized to accompany such employees to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee and authorized dependents are physically qualified to reside in the country to which the employee is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee or authorized dependent and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract) or such authorized dependent is unable to reside in the Cooperating Country for at least 9 months or one-half the period, whichever is greater, of the related employee's initial tour of duty because of any physical disability (other than physical disability arising from an accident while a dependent under this contract), Contractor shall not be reimbursed for the return transportation costs of the physically disabled employee and his dependents and their effects or for the return transportation of the physically disabled dependent and any other persons required to return because of such disability; and

(ii) Contractor shall require all employees and dependents who are returning to their post of assignment after a period of home leave to be examined by a licensed doctor of medicine as required above.

(2) *End of tour.* Contractor is authorized to provide its regular employees and dependents with physical examinations upon completion of their regular tours of duty.

(e) *Confirmity to laws and regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(f) *Sale of personal property or automobiles.* The sale of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. Nationals employed by the Mission.

(g) *Conflict of interest.* Other than work to be performed under this contract for which an employee or consultant is assigned by the Contractor, no regular or short term employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession, or occupation in the Cooperating Country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession, or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(h) *Right to recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

4. LEAVE AND HOLIDAYS

(a) *Vacation leave.* Contractor may grant to personnel employed under this contract vacations of reasonable duration in accordance with Contractor's usual practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum. It is understood that vacation leave is provided under this contract primarily for the purpose of affording necessary rest and recreation to regular employees during their tours of duty in the Cooperating Country. The Contractor will use its best efforts to arrange that earned vacation leave will be used for the above stated purpose during his tour of duty unless the interest of the project dictates otherwise. Lump-sum payments for vacation leave earned but not taken may be made at the end of an employee's service under the contract: *Provided,* That such lump-sum payment shall be limited to leave earned during a 12-month period (not to exceed 26 working days). Such lump-sum payment for vacation leave earned but not taken shall be reimbursed in accordance with Subpart 1—15.2 of the Federal Procurement Regulations in effect on the date of this contract.

(b) *Sick leave.* Sick leave may be granted in accordance with the Contractor's usual practice but not to exceed 13 working days per annum. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice, if in the judgment of the Contractor, and with the prior approval of the Contracting Officer, it is determined that such additional

leave is in the best interest of the project. In no event shall such additional leave exceed 30 calendar days. Contractor agrees to reimburse A.I.D. for leave used in excess of the amount earned during the regular employees assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to a succeeding tour of duty. Unused sick leave is not reimbursable under this contract.

(c) *Home leave.* (1) For Contractor's regular employees who have served 2 years overseas (which period includes orientation in the United States) under this contract and have not taken more than thirty (30) days leave (vacation, sick or leave without pay) in the United States, home leave of up to thirty (30) calendar days in the United States will be allowed: *Provided,* That such regular employees agree to return overseas under an additional 2-year appointment, or for shorter period of not less than 1 year of overseas service as the Contracting Officer may approve in advance, under the contract upon completion of home leave.

(2) Notwithstanding the requirement in subparagraph (1), immediately above, that Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

(i) granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;

(ii) the regular employee shall have served a minimum of 18 months in the Cooperating Country on his current tour of duty under this contract;

(iii) the regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his current tour of duty and an additional 2-year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Contracting Officer may approve in advance; and

(iv) the Mission Director shall have given prior written approval in each case of such advanced home leave.

(3) The period of service overseas required under paragraph (c)(1), or paragraph (c)(2), above, shall include the actual days in orientation in the United States and the actual days overseas beginning on the date of departure from the U.S. port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the U.S. port of debarkation from international travel. Allowable vacation and sick leave taken, but not leave without pay, shall be included in the required period of service overseas: *Provided,* That any such vacation and sick leave was not taken within the United States, or the territories of the United States.

(4) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing A.I.D. for salary payments made during home leave, if in spite of the undertaking of the new appointment, the regular employee, except for reasons beyond his control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

(5) To the extent deemed necessary by Contractor, regular employees in the United States on home leave may be authorized to spend not to exceed five (5) days in work status at the Contractor's principal place of business or at A.I.D./Washington for consultation before returning to their post of duty.

(d) *Military leave.* Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the Armed Forces, provided that such military leave has been approved in advance by the Contracting Officer.

(e) *Leave records.* Contractor shall maintain current leave records for all regular employees and short term employees, and the Contractor shall make semi-annual statements to the Mission Director of leave taken.

(f) *Holidays—United States.* Contractor employees shall be entitled to such holidays while serving in the United States as are provided in accordance with the Contractor's established policy and practice.

Overseas. Contractor employees while serving abroad shall be entitled to all holidays authorized by the Mission Director or A.I.D. Representative in the country of assignment.

5. ALLOWANCES

(a) *Post differential.* In areas where post differential is paid to A.I.D. employees, post differential of the same percentage of salary as is provided such A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500, Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. Such post differential shall be payable beginning on the date of arrival at the post of assignment and such payments shall continue, including periods away from post on official business, until the close of business on the day of departure from the post of assignment en route to the United States. Sick leave taken and leave taken for vacation at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his post of assignment for purposes of home leave. Short term employees shall not be entitled to post differential for the first forty-two (42) calendar days at post of assignment.

(b) *Living quarters allowance.* The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall be the same as paid A.I.D. employees of equivalent rank in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended. Subject to the written approval of the Mission Director, short term employees may be paid per diem (in lieu of living quarters allowance) at rates authorized by the Mission Director, but not to exceed the rates prescribed by the Standardized Government Travel Regulations, as from time to time amended, during the time such short term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the U.S. Government or of the Cooperating Country, and similar factors.

(c) *Temporary lodging allowance.* The Contractor will be reimbursed for payments made to employees and authorized dependents for a temporary lodging allowance, in lieu of living quarters allowance in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) *Post allowance.* The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid A.I.D. employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) *Supplemental post allowance.* The Contractor will be reimbursed for payments made to employees for supplemental post allowance as approved by the Mission Director in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) *Educational allowance.* The Contractor will be reimbursed for payments made to regular employees, for educational allowances for their dependent children in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(g) *Educational travel.* The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than 2 years.

(h) *Separate maintenance allowance.* The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance on the same basis as made to A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(i) *Payments during evacuation.* If approved in advance by the Mission Director, the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Goverment Civilians, Foreign Areas), Chapter 600, and the U.S. Standardized Government Travel Regulations, as from time to time amended.

6. TRAVEL AND TRANSPORTATION EXPENSES

(a) *United States travel and transportation*—(1) *Necessary transportation costs.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and not continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for, economy class commercial scheduled air travel by the most expeditious route unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for postaudit. Such travel allowances shall be in accordance with the established practice of the Contractor for travel within the United States provided that it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Actual expense basis.* Travel on an actual expense basis may be authorized or approved by the Contractor's Chief Executive Officer, or equivalent official, when it is determined that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem

allowance provided herein. Payment on an actual expense basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the cost of lodging (exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed $30 per day. Receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as a part of the Contractor's records to support the Contractor's claim for reimbursement, for postaudit.

(b) *Overseas travel and transportation*—(1) *International travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the individual. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (7) below and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim or for postaudit. When travel is by economy class accommodations the Contractor will be reimbursed for transporting up to twenty-two (22) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. Travel allowances for such travelers shall be at the rate of $6 per day for persons 11 years of age or over, and $3 per day for persons under 11 years of age, for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations as from time to time amended. One stopover en route for a period of not to exceed twenty four (24) hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts stated in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Local travel.* The Contractor shall be reimbursed at the rates established by the Mission Director for transportation of travelers in the Cooperating Country in connection with duties directly referable to the contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by the Cooperating Government or the Mission in connection with duties directly referable to the contract, including travel allowances at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

(3) *Travel for consultation.* The Contractor shall be reimbursed for the round trip of the Contractor's Chief Representative in the Cooperating Country or other designated Contractor's employee or consultant in the Cooperating Country performing services required under this contract, for travel from the Cooperating Country to the Contractor's principal place of business in the United States or to A.I.D./Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance in writing by the Contracting Officer or the cognizant Mission Director.

(4) *Special international travel and third country travel.* Upon the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the costs of international transportation of travelers other than between the United States and the Cooperating Country and for local transportation within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates prescribed by the Standardized Government Travel Regulations, as amended, when such travel advances the purposes of this Contract and is not otherwise provided for by any of the Cooperating Countries.

(5) *Indirect travel for personal convenience.* When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by U.S.-flag carriers will be reimbursable within the above limitation of allowable costs.

(6) *Limitation on travel by dependents.* Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode in the United States to assigned station in the Cooperating Country and return, only if dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater.

(7) *Delays en route.* The Contractor may grant to travelers under this contract reasonable delays en route, not circuitous in nature while in travel status, caused by events beyond the control of such traveler or Contractor, other than those caused by physical incapacitation. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph (b) of the Clause of this contract entitled "Leave and Holidays".

(8) *Travel by privately owned automobile.* The Contractor shall be reimbursed for the cost of travel performed by regular employees in their privately owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled, provided the staff member is taking such automobile to or from the Cooperating Country as authorized under the contract. If any authorized dependents travel with the regular employee in such automobile, no additional charge will be made by Contractor for their travel between such points.

(9) *Emergency and irregular travel and transportation.* Actual transportation costs and travel allowances while en route, as provided in this section will also be reimbursed under the following conditions:

(i) Subject to the prior written approval of the Mission Director or his designated representative the costs of going from post of duty in the Cooperating Country to the United States or other approved location for regular employees and dependents, when because of reasons or conditions beyond his control, the regular employee has not completed his required service in the Cooperating Country or the dependent must leave the Cooperating Country. The Mission Director may also authorize the return to the Cooperating Country of such regular employee and/or his dependents.

(ii) It is agreed that paragraph (i), next above, includes but is not necessarily limited to the following:

(I) Need for medical care beyond that available within the area to which regular employee is assigned;

(II) Serious effect on physical or mental health if residence is continued at assigned post of duty;

(III) Death or serious illness in the immediate family (parents and children) of regular employee or spouse;

(IV) Emergency evacuation, including, subject to the Mission Director's approval, the transportation of household effects and automobile or storage thereof, and a per diem allowance for subsistence.

(10) *Rest and recuperation travel.* The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation on the same basis as authorized Mission employees: *Provided, however,* That no reimbursement will be made unless written approval has been obtained from the Mission Director, prior to such travel.

(11) *Transportation of motor vehicles, personal effects, and household goods.* Transportation, including packing and crating costs, will be paid for shipment from point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) (i) of one privately owned motor vehicle for each regular employee, (ii) of personal effects of regular employees, and (iii) of household goods of each regular employee not to exceed the following limitations:

	Basic household furniture not supplied (pounds net weight)	Basic household furniture supplied (pounds net weight)
Regular employee with dependents in cooperating country	7,500	2,500
Regular employee without dependents in cooperating country	4,500	1,500

The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating, and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately owned motor vehicle for a regular employee may be authorized by the Contractor, as a replacement of the last such motor vehicle shipped under this contract for such regular employee when the Mission Director determines, in advance and so notifies the Contractor in writing, that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to U.S. Citizens employed by the Mission.

Unaccompanied Baggage

In addition to the weight allowances shown above for household effects, each regular employee and each authorized dependent may ship the following amounts of unaccompanied personal effects:

(1) If air travel is used "exclusively", a maximum of 300 pounds gross weight is authorized, of which 100 pounds gross weight

may be shipped as air freight, the remainder being shipped as surface freight; or

(2) If surface travel is used "exclusively", the free baggage allowance of the carrier must be utilized. If the carrier's free baggage allowance is less than 300 pounds, the difference between the free baggage allowance and 300 pounds is authorized for surface shipment as unaccompanied baggage; or

(3) If travel is by "both" air and surface means, a maximum of 300 pounds gross weight is authorized for shipment from origin to destination by surface means. Alternatively, up to 100 pounds gross weight of the 300 pounds maximum may be shipped as air freight between cities where travel is performed by air and the difference may be shipped by surface means from origin to destination.

To keep air shipments to a minimum and to permit the arrival of effects to coincide with the arrival of the regular employees and authorized dependents, consideration should be given to advance shipments of unaccompanied baggage by surface.

The foregoing provisions concerning "Unaccompanied Baggage" are also applicable to "short-term employees", when these are authorized by the terms of this contract.

(12) *Storage of household effects.* The cost of storage charges (including packing, crating and drayage costs), in the United States of household goods of regular employees will be permitted, in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (k) above, provided that the total amount of household goods shipped to the Cooperating Country and stored in the United States shall not exceed 4,500 pounds net for each regular employee without dependents in the Cooperating Country and 7,500 pounds net for each regular employee with dependents in the Cooperating Country.

(13) *Limitation on transportation*—(i) *International air transportation.* All international air travel under this contract shall be made on U.S.-flag carriers. Exceptions to this rule will be allowed in the following situations provided the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for reimbursement and for post audit:

(I) Where a flight by a U.S. carrier is not scheduled to arrive in time for the conduct of official business;

(II) Where a flight by a U.S. carrier is scheduled but does not have accommodations available when reservations are sought;

(III) Where the departure time, routing, or other features of a U.S. carrier flight would interfere with or prevent the satisfactory performance of official business;

(IV) Where a scheduled flight by a U.S. carrier is delayed because of weather, mechanical or other conditions to such an extent that use of a non-U.S. carrier is in the Government's interest;

(V) Where the appropriate class of accommodations is available on both U.S. and non-U.S. carriers, but the use of the U.S. carrier will result in higher total U.S. dollar cost to the contract due to additional per diem or other expenses;

(VI) Where the appropriate class of accommodations is available only on a non-U.S. carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a U.S. carrier and related per diem; and

(VII) Where payment for transportation can be made in excess foreign currencies, provided no U.S. air carriers adequately serving the points of travel will accept the currency. This preferential use of a foreign air carrier will also apply to near-excess foreign currencies.

All international air shipments under this contract shall be made on U.S.-flag carriers, except as provided in paragraph (VII) above, unless shipment would, in the judgment of the Contractor, be delayed an unreasonable time awaiting a U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post audit by A.I.D.

(ii) *International ocean transportation.* All international ocean transportation of persons and things which is to be reimbursed in U.S. dollars under this contract shall be by U.S.-flag vessels to the extent they are available.

(I) *Transportation of things.* Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Resources Transportation Division, Agency for International Development, Washington, D.C. 20523, or the Mission Director, as appropriate, giving the basis for the request.

(II) *Transportation of persons.* Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(iii) *Transportation of foreign-made motor vehicles.* Unless otherwise authorized by the Contracting Officer or the Mission Director no reimbursement will be made for the costs of transportation of any foreign (non-United States) made motor vehicle between the United States and the Cooperating Country or any intermediate points. Authorization of the transportation of foreign-made motor vehicles will be granted by the Contracting Officer or Mission Director in accordance with the Uniform State/A.I.D./USIA Foreign Service Travel Regulations, as from time to time amended.

(iv) *Unauthorized travel.* The Contractor shall not be reimbursed for any costs for travel of its employees when such travel has not been authorized under the terms of this contract.

7. NOTICE OF CHANGES IN REGULATIONS

Changes in travel and allowance regulations shall be effective 30 days after the effective date of such changes for A.I.D. direct hire employees or on the date of notice, whichever is later. Notice of changes shall be sufficient as provided in the Clause of this contract entitled "Notices".

8. CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY

Whenever it is necessary to convert U.S. dollars to local currency, conversions shall be made, if possible, through the cognizant U.S. Disbursing Officer, American Embassy, or through the Mission Controller, as appropriate.

9. ORIENTATION AND LANGUAGE TRAINING

Regular employees and dependents may receive orientation and language training for an overseas assignment if provided in the Schedule or authorized in writing by the Contracting Officer. Transportation cost and travel allowances, pursuant to the provisions of the Clause of this contract entitled "Travel and Transportation Expenses" may be reimbursed if the orientation is more than fifty (50) miles from the regular employee's residence.

10. SERVICES PROVIDED TO CONTRACTOR

In the event the U.S. Government or Cooperating Government has furnished the Contractor free of charge with items or services which are covered herein as allowable costs, whether direct or indirect, reimbursement may not be claimed for such items or services.

11. MISCELLANEOUS

A.I.D. shall use its best efforts to provide Contractor's regular employees and dependents with medical care, APO, PX, commissary, and Officers Club privileges if made available to A.I.D. employees at the post of assignment.

12. CONTRACTOR—MISSION RELATIONSHIPS

Contractor acknowledges that this contract is an important part of the U.S. Foreign Assistance Program and agrees that Contractor's operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails. The Mission Director is the chief representative of A.I.D. in the Cooperating Country. In this capacity, he has responsibility for the total A.I.D. program in the Cooperating Country including certain administrative responsibilities set forth in this contract and for advising A.I.D. regarding the performance of the work under the contract and its effect on the U.S. Foreign Assistance Program. Although the Contractor will be responsible for all professional and technical details of the work called for by the contract, he shall be under the general policy guidance of the Mission Director and shall keep the Mission Director or his designated representative currently informed of the progress of the work under the contract.

13. PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS, AND SUPPLIES

(a) No single item of equipment costing in excess of $2,500 shall be purchased and no vehicles shall be purchased without the prior written approval of the Contracting Officer unless purchase of such item is specifically authorized in the Schedule of this contract.

(b) Except as may be specifically approved or directed in advance by the Contracting Officer the source of any procurement financed under this contract by U.S. dollars shall be the United States and it shall have been mined, grown or through manufacturing, processing, or assembly produced in the United States. The term "source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country if the commodity is located therein at the time of purchase. If, however, a commodity is shipped from a free port or bonded warehouse in the form in which it is received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

In addition to the foregoing rule, a produced commodity purchased in any transaction will not be eligible for U.S. dollar funding if:

(1) It contains any component from countries other than Free World countries, as listed in AID Geographic Code 899; or

(2) It contains components which were imported into the country of production from such Free World countries other than the United States; and

(i) Such components were acquired by the producer in the form in which they were imported; and

(ii) The total cost of such components (delivered at the point of production) amounts to more than 10 percent, or such other percentage as AID may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by AID).

14. SUBCONTRACTS

Except as provided in the Schedule or as placement is consented to in advance in writing by the Contracting Officer, Contractor shall not subcontract any part of the work under this contract. In no event shall any such subcontract be on a cost-plus-a-percentage-of-cost basis. This clause shall not be construed to require further authorization for the procurement of equipment, materials, and supplies otherwise authorized under the contract and procured in accordance with the Clause of this contract entitled "Procurement of Equipment, Vehicles, Materials, and Supplies". The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the obligation and requirements of the contract.

15. TITLE TO AND CARE OF PROPERTY

(a) Except as modified by any other provisions of this contract, title to all equipment, materials, and supplies, the cost of which is reimbursable to Contractor by A.I.D. or by the Cooperating Government shall at all times, be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate unless title to specified types or classes of equipment is reserved to A.I.D. under provisions elsewhere in this contract, but all such property shall be under the custody and control of Contractor until completion of work under this contract or its termination at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) Contractor shall prepare and establish a program to be approved by the Mission for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

16. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: Acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless (i) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (ii) the Contracting Officer shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (iii) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the estimated completion date shall be revised accordingly, subject to the rights of the Government under the clause hereof entitled "Termination for Default or for Convenience of the Government."

17. STOP WORK ORDER

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(i) cancel the stop work order, or

(ii) terminate the work covered by such order as provided in the clause of this contract entitled "Termination for Default or for Convenience of the Government".

(b) If a stop work order issued this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, or a combination thereof and in any other provisions of the contract that may be affected, and the contract shall be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract, and

(ii) the Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage: *Provided*, That, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) If a stop work order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

18. CHANGES

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) Statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for performance of this contract. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of this contract, or otherwise affects any other provision of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (1) in the estimated cost or delivery schedule, or both, (2) in the amount of any fee to be paid to the Contractor, and (3) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: *Provided, however*, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D. Washington Contracting Officer, valid change orders may be issued only by an A.I.D. Washington Contracting Officer, or such other person as he may in writing designate for such purpose.

19. STANDARDS OF WORK

The Contractor agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to high professional standards.

20. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

21. LIMITATION OF COST

(a) It is estimated that the total cost to the Government, exclusive of fixed fee, for the performance of this contract will not exceed the estimated cost set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule, and all obligations under this contract within such estimated cost. If at any time the Contractor has reason to believe that the cost which he expects to incur in the performance of this contract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the estimated cost then set forth in the Schedule, or if at any time, the Contractor has reason to believe that the total cost to the Government, exclusive of any fixed fee, for the performance of this contract will be substantially greater or less than the then estimated cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving the revised estimate of such total cost for the performance of this contract.

(b) The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in the Schedule, and the Contractor shall not be obligated to continue performance under the contract or to incur costs in excess of the estimated cost set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this contract. When and to

the extent that the estimated cost set forth in the Schedule has been increased, any costs incurred by the Contractor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs had been incurred after such increase in estimated cost.

22. ALLOWABLE COST, FIXED FEE, AND PAYMENT

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) The dollar cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(i) Subpart 1–15.2 (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract; and

(ii) The terms of this contract; and

(2) Such fixed fee, if any, as may be provided for in the Schedule.

(b) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form SF–1034 (original) and SF–1034(a) three copies, each voucher identified by the appropriate A.I.D. contract number, properly executed, in the amount of dollar expenditures made during the period covered, which voucher forms shall be supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor in the form and manner satisfactory to A.I.D. substantially as follows:

Category	Budget amount	Total expenditures	
		To date	This period
Salaries and wages	$xxx (including salaries overseas of $xxx).	$xxx (including salaries overseas of $xxx).	$xxx (including salaries overseas of $xxx).
Consultant fees	xxx	xxx	xxx.
Allowances	xxx	xxx	xxx.
Travel and transportation	xxx	xxx	xxx.
Other direct costs	xxx	xxx	xxx.
Overhead	xxx (including overhead overseas of $xxx).	xxx (including overhead overseas of $xxx).	xxx (including overhead overseas of $xxx).
Equipment and materials	xxx	xxx	xxx.
Grand total	xxx	xxx	xxx.

(2) The fiscal report shall include a certification signed by an authorized representative of the Contractor as follows:

"The undersigned hereby certifies: (1) That payment of the sum claimed under the cited contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the contract or for any breach of the terms of the contract, (2) that information on the fiscal report is correct and such detailed supporting information as the A.I.D. may require will be furnished at the Contractor's home office or base office as appropriate promptly to A.I.D. on request and (3) that all requirements called for by the contract to the date of this certification have been met.

By _____
Title _____
Date _____"

(3) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required in subparagraph (b)(1) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under all contracts in which the total contract amount is $50,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of $50,000: *Provided, however,* That if the Contractor has a contract in excess of $50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(i) Copy of Contractor's payroll indicating names, pay rates and pay periods with regard to salaries, fees and any related allowances paid Contractor's employees and consultants.

(ii) Statement of itinerary and originals or copies of carriers' receipts for employee's and dependents' transportation costs. Travel allowances must be stated separately.

(iii) Receipted supplier's invoices for costs of commodities, equipment and supplies, insurance and other items. Invoices must show quantity, description and price (less applicable discounts and purchasing agents commission). Individual transactions under $100 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airway bill or parcel post receipt. Voucher SF–1034 or SF–1036, as appropriate, must state whether or not items procured by Contractor were procured through advertising.

(iv) Receipted invoice of transporter showing name of vessel, flag, and transportation charge for transportation of supplies or equipment, plus copy or photstat of ocean or charter party bill of lading or airway bill if applicable. No invoice is required if the bill of lading contains all the required information.

(4) The Contractor shall submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies or equipment totaling in excess of $2,500 appropriately detailed as to quantity, description, and price for each individual item of equipment purchased.

(5) The Contractor shall submit a Supplier's Certificate, A.I.D. Form 281, in triplicate, executed by the vendor for each transaction in excess of $2,500.

(c) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule; provided, however, that after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars ($100,000), whichever is less, shall have been set aside.

(d) At any time or times prior to final payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

(e) On receipt and approval of the voucher designated by the Contractor as the "final voucher" (which is to be submitted on Form SF–1034 (original) and SF–1034(a), in three copies and supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor as in (b) (1) and (2) above;

(2) Vendor's invoices as in (b)(3) or (b)(4) above;

(3) Supplier's Certificate as in (b)(5) above; and

(4) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor),

and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f), (g), and (h) below), the Government shall promptly pay to the Contractor any balance of allowable dollar cost, and any part of the fixed fee, which has been withheld pursuant to (d) above or otherwise not paid to the Contractor. The completion voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) Documentation for Mission: When submitting Voucher Form SF–1034 to the Paying Office listed on the Cover Page of this contract, the Contractor shall at the same time airmail to the Mission Controller one copy of SF–1034(a) and fiscal report. The Mission Controller's copy shall be accompanied by one copy of vendors' invoices for all items of commodities, equipment, and supplies (except magazines, pamphlets and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items shipped from Contractor's stocks where vendors' invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Clauses of this contract entitled "Examination of Records" and "Audit and Records".

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(1) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract: *Provided*, That such claims are not known to the Contractor on the date of the execution of the release; *And provided further*, That the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(i) Any dollar cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

23. NEGOTIATED OVERHEAD RATES

(a) Notwithstanding the provisions of the clause of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(b) The Contractor, as soon as possible but not later than ninety (90) days after the expiration of each period specified in the Schedule, shall submit to the Contracting Officer with a copy to the Office of the Controller of A.I.D., Washington, D.C., a proposed final overhead rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting cost data. Negotiation of final overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Principles and Procedures for Use in Cost—Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract.

(d) The results of each negotiation shall be set forth in a modification to this contract, which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in the Schedule or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in the Schedule shall be set forth in a modification to this contract.

(f) Any failure by the parties to agree on any final rate or rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the "Disputes" clause of this contract.

24. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all dollar amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

25. EXAMINATION OF RECORDS

(a) (1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any of the records for inspection, audit or reproduction by any authorized representative of the Comptroller General.

(3) In the event the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within 2 years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Office of the Controller of A.I.D., Washington, D.C., such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records (i) for a period of 3 years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by (I) or (II) below.

(I) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement; and

(II) Records which relate to (A) appeals under the Disputes clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) cost and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in subparagraph (4)(II) above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproduction of such records, after the expiration of 2 years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph (a), including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material, or labor-hour basis.

(b) The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph (a)(6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract," as used in this paragraph (b) only, excludes (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

26. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with this contract was increased by any significant sums because the Contractor, or any subcontractor in connection with a subcontract covered by (c) below, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such adjustment.

(b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) The Contractor agrees to insert the substance of paragraphs (a) and (c) of this clause in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts

hereunder in excess of $100,000, and in any other subcontract hereunder in excess of $100,000, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

Price reduction for defective cost or pricing data-price adjustments

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000 that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause shall be limited to such price adjustments.

(b) If the Contractor determines that any price including profit or fee, negotiated in connection with any price adjustment within the purview of paragraph (a) above was increased by any significant sums because the subcontractor or any of his subcontractors in connection with a subcontract covered by paragraph (c) below, furnished incomplete or inaccurate cost or pricing data or data not current as of the date of execution of the subcontractor's certificate of current cost or pricing data, then such price shall be reduced accordingly and the subcontract shall be modified in writing to reflect such adjustment.

(c) The subcontractor agrees to insert the substance of this clause in each subcontract hereunder which exceeds $100,000.

27. AUDIT AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitute "records" for the purposes of this clause.

(b) The Contractor's facilities, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representative.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below.

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract or (B) litigation or the settlement of claims arising out of the performance of this contract, shall be retained until such appeals litigation, or claims have been disposed of.

(d) (1) The Contractor shall insert the substance of this clause, including the whole of this paragraph (d), in each subcontract hereunder that is not on a firm fixed-price basis.

(2) The Contractor shall insert the substance of the following clause in each firm fixed-price subcontract hereunder in excess of $100,000, except those subcontracts covered by subparagraph (3) below.

Audit

(a) For purposes of verifying that cost or pricing data submitted in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of $100,000 are accurate, complete, and current, the Contracting Officer or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data.

(b) The Contractor agrees to insert the substance of this clause including this paragraph (b) in all subcontracts hereunder in excess of $100,000, where the price is not based on adequate price competition, established catalog, or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(3) The Contractor shall insert the substance of the following clause in each firm fixed-price subcontract hereunder in excess of $100,000, where, the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

Audit-Price Adjustments

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000, that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation and further provided that such changes or other modification to this contract must result from a change or other modification to the Government prime contract.

(b) For purposes of verifying that any cost or pricing data submitted in conjunction with a contract change or other modification involving an amount in excess of $100,000 are accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data.

(c) The Contractor agrees to insert the substance of this clause including this paragraph (c) in all subcontracts hereunder in excess of $100,000, so as to apply until 3 years after final payment of the subcontract.

28. SUBCONTRACTOR COST AND PRICING DATA

(a) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to the award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceeds $100,000, unless the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

Subcontractor Cost and Pricing Data-Price Adjustments

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the Certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $10,000.

29. REPORTS

(a) Unless otherwise provided in the Schedule of this contract, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a semiannual report which shall include the following:

(1) A substantive report covering the status of the work under the contract, indicating progress made with respect thereto, set-

ting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity covered under the terms of this contract.

(2) An Administrative report covering expenditures and personnel employed under the contract.

(b) Contractor shall prepare and submit to the Contracting Officer such other reports as may be specified in the Schedule.

(c) Unless otherwise provided in the Schedule of this contract, at the conclusion of the work hereunder, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 45 days after completion of the work hereunder unless extended in writing by the Contracting Officer.

30. UTILIZATION OF SMALL BUSINESS CONCERNS

(The provisions of this Clause shall be applicable if the Contract is in excess of $5,000.)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(c) Small Business Provision: To permit A.I.D., in accordance with the Small Business Provisions of the Mutual Security Act, to give U.S. Small Business firms an opportunity to participate in supplying equipment covered by this section, Contractor, shall, to the maximum extent possible, provide the following information to the Office of Small Business, A.I.D., Washington, D.C. 20523 at least 45 days prior to placing any order in excess of Five Thousand ($5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids;

(3) Address where invitations or specifications may be obtained.

(d) Marking: All commodities and their shipping containers, furnished to the Contractor in any of the Cooperating Countries in which the Contractor is performing the services specified in this contract under A.I.D. financing (whether from the United States or other source country), must carry the official A.I.D. emblem designed for the purpose. This identification shall be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblem placed on the commodities must be approximately as durable as the trademark or company or brand name affixed by the producer; the emblems on the shipping containers must be legible until they reach the consignee.

The size of the emblem may vary depending upon the size of the commodity, package, or shipping container to be marked, but must be large enough to be clearly visible at a reasonable distance. In addition, the shipping container will indicate clearly the last set of digits of the A.I.D. PA, PIO, or other authorization number in characters at least equal in height to the shipper's marks.

The emblem will appear in the colors shown on the samples available in the Office of Small Business, Agency for International Development, Washington, D.C. 20523 or in the offices of the Mission in the respective Cooperating Countries. Raw materials (including grain, coal, petroleum, oil, and lubricants) shipped in bulk, vegetable fibers packaged in bales, and semifinished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section. However, the emblem will be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A.I.D.-financed goods. Instructions relating to display of the emblem by ships will be furnished by the charterers to the carriers with their charter parties.

If compliance with the provisions of this paragraph is found to be impracticable with respect to other commodities, the Cooperating Country or supplier will promptly request the Office of Small Business, Agency for International Development, Washington, D.C. 20523 for an exception from the requirements of this paragraph.

31. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus where this can be done, consistent with the efficient performance of the contract, at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference:

(1) Persistent labor surplus area concerns which are also small business concerns;

(2) Other persistent labor surplus area concerns;

(3) Substantial labor surplus area concerns which are also small business concerns;

(4) Other substantial labor surplus area concerns; and

(5) Small business concerns which are not labor surplus area concerns.

32. INSURANCE—WORKMEN'S COMPENSATION, PRIVATE AUTOMOBILE, MARINE, AND AIR CARGO

(a) *Workmen's compensation insurance.* (1) The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by U.S. Public Law 208, 77th Congress, as amended (42 U.S.C. 1651 et seq.), with respect to and prior to the departure for overseas employment under this contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.

(2) The Contractor shall further provide for all employees who are nationals or permanent residents of the country in which services are being rendered, if the contract authorized their employment, security for compensation benefits pursuant to the applicable law of such country for injury or death in the course of such equipment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.

(3) The Contractor agrees to insert the provisions of this Clause, including this paragraph (3), in all subcontracts or subordinate contracts hereunder, except subcontracts or subordinate contracts exclusively for furnishing materials or supplies.

(4) The Contractor agrees, as evidence of compliance with (1), (2), and (3) above, to provide the Contracting Officer within a reasonable period of time after the effective date of this contract with a copy of the actual insurance policy indicating the coverage provided for employees assigned by the Contractor to overseas employment under this contract and the Contractor agrees to provide the Contracting Officer with a similar copy of the insurance policy within a reasonable time after each renewal of this coverage, so long as this contract remains in effect. All such insurance policies shall be subject to the written approval of the Contracting Officer prior to reimbursement by A.I.D. to the Contractor of the costs thereof.

(5) The Contractor further agrees to provide the Contracting Officer with three copies of Departmnt of Labor Form BEC–239–1 or US–240 "Certificate That Employer Has Secured Payment of Compensation", herein identified as a "Certificate of Compliance". The Contractor can obtain this Certificate from the insurance carrier through the Deputy Commissioner, Bureau of Employees' Compensation, Department of Labor, for the appropriate Compensation District.

(b) *Insurance on private automobiles.* If Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director payable in U.S. dollars or its equivalent in the currency of the Cooperating Country; injury to persons, $10,000/$20,000; property damage, $5,000. Contractor further agrees to deliver or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobiles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

(c) *Marine and air cargo insurance.* Contractor may obtain cargo insurance on equipment, materials and supplies procured under this contract only after obtaining the prior written approval of the Contracting Officer.

33. INSURANCE—LIABILITY TO THIRD PERSONS

(a) The Contractor shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under this contract: *Provided*, That the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program: *And provided* further, That with respect to Workmen's Compensation the Contractor is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

(b) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.

(c) The Contractor shall be reimbursed:

(1) For the portion allocable to this contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this clause, and

(2) For liabilities to third persons for loss of or damage to property (other than property:

(i) Owned, occupied or used by the Contractor or rented to the Contractor, or

(ii) In the care, custody, or control of the Contractor),

or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of this contract, whether or not caused by the negligence of the Contractor, his agents, servants, or employees, provided such liabilities are represented by final judgments or settlements approved in writing by the Government, and expenses incidental to such liabilities, except liabilities (I) for which the Contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the Schedule, or (II) with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer, or (III) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (A) all or substantially all of the Contractor's business, or (B) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (C) a separate and complete major industrial operation in connection with the performance of this contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause, provided such cost would constitute Allowable Cost under the clause of this contract entitled "Allowable Cost and Payment."

(d) The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, or prompt notice of any claim made, against the Contractor arising out of the performance of this contract, the cost and expense of which may be reimbursable to the Contractor under the provisions of this contract and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of coverage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith: *Provided, however,* That the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

34. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under the contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part:

(1) Whenever the Contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder as endangers such performance), and shall fail to cure such default within a period of 10 days (or such longer period as the Contracting Officer may allow) after receipt from the Contracting Officer of a notice specifying the default; or

(2) Whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government.

Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If, after notice of termination of this contract for default under (1) above, it is determined for any reason that the Contractor was not in default pursuant to (1), or the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor pursuant to the provisions of the clause of this contract relating to force majeure, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

(b) After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the Government, in the manner and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) With the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract;

(6) Transfer title to the Government (to the extent that title has already been transferred) and deliver in the manner, at the times, and to the extent directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of the work terminated by the Notice of Termination, (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Government; and (iii) the jigs, dies, and fixtures, and other special tools and tooling acquired or manufactured for the performance of the contract for the cost of which the Contractor has been or will be reimbursed under this contract;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost under this clause. At any time after expiration of the plant clearance period, as defined in Subpart 1-8.1 of the Federal Procurement Regulations (41 CFR 1-8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept such items and remove them or enter into a storage agreement covering the same: *Provided,* That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 1 year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 1 year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 1 year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execu-

tion of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee) to the Contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(e) In the event of the failure of the Contractor and the Contracting Officer to agree in whole or in part, as provided in paragraph (d), as to the amounts with respect to costs and fee, or as to the amount of the fee, to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedure in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined as follows:

(1) If the settlement includes cost and fee:

(i) There shall be included therein all costs and expenses reimbursable in accordance with this contract, not previously paid to the Contractor for the performance of this contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Contracting Officer: *Provided, however*, That the Contractor shall proceed as rapidly as practicable to discontinue such costs;

(ii) There shall be included therein so far as not included under (i) above, the cost for settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the termination portion of the contract;

(iii) There shall be included therein the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory: *Provided, however*, That if the termination is for default of the Contractor there shall not be included any amounts for the preparation of the Contractor's settlement proposal; and

(iv) There shall be included therein a portion of the fee payable under the contract determined as follows:

(I) In the event of the termination of this contract for the convenience of the Government and not for the default of the Contractor, there shall be paid a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, less fee payments previously made hereunder; or

(II) In the event of the termination of this contract for the default of the Contractor, the total fee payable shall be such proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonable allocable to the type of article under consideration) as the total number of articles delivered to and accepted by the Government bears to the total number of articles of a like kind called for by this contract.

If the amount determined under this subparagraph (1) is less than the total payment theretofore made to the Contractor, the Contractor shall repay to the Government the excess amount.

(2) If the settlement includes only the fee, the amount thereof will be determined in accordance with subparagraph (1)(iv) above.

(f) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes" from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (2) if any appeal has been taken, the amount finally determined on such appeal.

(g) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Government may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the Government.

(h) In the event of a partial termination, the portion of the fee which is payable with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the Contractor and the Contracting Officer, and such adjustment shall be evidenced by an amendment to this contract.

(i) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this clause such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however*, That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(j) The provisions of this clause relating to the fee shall be inapplicable if this contract does not provide for payment of a fee.

35. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

36. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontractor).

37. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

38. PATENT PROVISIONS AND PUBLICATION OF RESULTS

The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data, and findings developed under this contract, through dedication, assignment to the Administrator, publication, or such other means as may be determined by the Contracting Officer.

(a) With respect to patentable results and in accordance with this clause the Contractor agrees:

(1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Agency may decide to undertake covering the subject matter above described;

(2) To execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications; and

(3) To secure the cooperation of any employee of the Contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney, are excluded from the duties of the Contractor.

(b) With respect to nonpatentable results of research and investigations and information concerning the contract work, which the Contracting Officer determines will not form a basis of a patent application, the Contractor agrees:

(1) In contracts with public organizations, that such results may be made known to the public only in such a manner as the parties hereto may agree or in case of failure to agree the results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other, with such credit or recognition as may be mutually agreed upon: *Provided*, That full responsibility is assumed by such party for any statements on which there is a difference of opinion: *And provided further*, That no copyrights shall subsist in any such publication;

(2) In all other contracts, that such results may be made known to the public only at the discretion of the Contracting Officer or his designated representative, under such conditions as the Contracting Officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may determine; and

(3) In case of publication by the Contractor, that reprints shall be supplied to the Agency in accordance with the Plan of Work.

39. RIGHTS IN DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others so to do.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability including costs and expenses (i) for violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any Data furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

40. RELEASE OF INFORMATION

All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party or government other than A.I.D., except as otherwise expressly provided in this contract.

41. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor (41 CFR, ch. 60). Exemptions include contracts and subcontracts (i) not exceeding $10,000, (ii) not exceeding $100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisments for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.[1] The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

43. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

44. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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[1] Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Secretary of Labor's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause.

45. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, A.I.D. shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

46. LANGUAGE, WEIGHTS, AND MEASURES

The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in the contract or as authorized by the Contracting Officer. Wherever weights and measures are required or authorized, all quantities and measures shall be made, computed and recorded in the English system.

47. NOTICES

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or mail as follows:

To A.I.D.:

Administrator, Agency for International Development, Washington, D.C. 20523. Attention: Contracting Officer (naming the Contracting Officer who executed this contract with copy to appropriate Mission Director).

To Contractor:

At Contractor's address shown in the Cover Page of this contract.

or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered.

5. New § 7–16.954 is added as follows:

§ 7–16.954 Forms for Agency for International Development Basic Ordering Agreement and Task Order for Engineering Services, 3–67.

AGENCY FOR INTERNATIONAL DEVELOPMENT

BASIC ORDERING AGREEMENT FOR ENGINEERING SERVICES

No. AID/csd–------

Authorized Ordering Activity: Office of Procurement, Contract Services Division, Washington, D.C. 20523.

Cognizant Scientific/Technical Office-----

Effective Date: ----------

Contractor (Name and Address)----------

Mail Vouchers (original and three copies) To: Agency for International Development, Office of Engineering, Washington, D.C. 20523.

Expiration Date:----------

This Basic Ordering Agreement consists of this Cover Page, Articles I through XI, on pages ------ through ------, and the General Provisions (AID Form GP/BOA/Engineering Services, 3–67), consisting of pages ------ through ------.

Name of Contractor ----------

By----------

(Signature of authorized individual)

Typed or Printed Name ----------

Title ----------

Date: ----------

UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT

By----------

(Signature of Contracting Officer)

Typed or Printed Name----------

Contracting Officer ----------

Date: ----------

Basic Ordering Agreement No. AID/csd–----

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MARCH 1967.

ARTICLE I—PURPOSE

This is a basic ordering agreement which sets forth negotiated contract clauses that will apply to future procurements of expert engineering services which may be entered into between the parties during its term. Such procurements will be made by task orders, to be issued under this agreement by the Contracting Officer and accepted by the Contractor as provided herein. It is understood that A.I.D. undertakes no obligation to issue any task orders hereunder and the Contractor undertakes no obligation to accept any.

ARTICLE II—TERM OF BASIC ORDERING AGREEMENT

A. This agreement is effective on ------ ------. Its term expires on ----------. The term may be extended by the parties for periods of 1 calendar year or less: *Provided*, That the term as so extended will not extend beyond ----------. Expiration of this agreement will not affect task orders issued hereunder and accepted by the Contractor during its term or the validity of any actions taken under or with respect to such task orders, including modifications, whether taken before or after the expiration of the term of this agreement.

B. No task order will be issued hereunder after the term has expired. This agreement shall not be modified or superseded by individual task orders issued hereunder.

ARTICLE III—DISCONTINUANCE OF BASIC ORDERING AGREEMENT

This agreement may be discontinued from future application upon 30 days written notice by either party. Discontinuance of the agreement will not affect any task order issued hereunder which was accepted by the Contractor before the effective date of discontinuance or the validity of any actions taken under or with respect to such a task order, including modifications, whether taken before or after the effective date of discontinuance.

ARTICLE IV—PROCEDURE FOR ISSUANCE OF TASK ORDERS

A. A.I.D. Washington is the Authorized Ordering Activity under this basic ordering agreement. All task orders issued pursuant to this agreement shall incorporate the provisions of this Basic Ordering Agreement.

(1) *Standard procedure.* (a) Task orders will generally be issued only after receipt of written proposals and supporting cost estimates.

(b) Task orders will describe the specific work to be performed, the time for performance, the price and cost ceiling. They will also show the appropriation accounts to be charged.

(c) Task orders will not be effective unless signed by both parties.

(2) *Procedure for task orders containing monetary limitations.* (a) A.I.D. will neither make any final commitment nor authorize any work by the Contractor pursuant to a task order until prices have been established, unless the task order establishes a monetary limitation on the obligation of A.I.D. and either—

(i) The Contracting Officer determines that the procedures contained in this agreement are adequate for arriving at prices as early in contract performance as practical and in no event will they be established on a retroactive basis; or

(ii) The Contracting Officer determines that the need for the services is compelling and of unusual urgency, as when the Government would be seriously injured, financially or otherwise, if the services were not furnished by a certain date and they could not be furnished by that date if the Contractor is not allowed to start work until prices have been established.

(b) If a task order is issued and accepted as provided in subparagraph A(2)(a) above, the parties will proceed to establish a definite price for the entire task order as soon as practicable. Failure to reach agreement on price in these circumstances will constitute a dispute subject to the procedures of the Disputes Clause.

(c) When a definite price is established after a task order is signed by the parties, the price will be stated in an amendment to the task order. The amendment will delete the monetary limitation in the task order, substitute in its place the established price, and include a citation of the funds obligated for the established price.

ARTICLE V—TYPES OF TASK ORDER SERVICES

Examples of the kinds of services which may be required under task orders are as follows:

A. Reconnaissance investigation of proposed engineering and construction activities. Based upon available reports, data, information, and on-site observations, the Contractor shall analyze and evaluate such activities for the purpose of determining whether they merit further investigation for the recipient country.

B. Investigation of Scope of Work for feasibility studies.

C. Review of project reports and plans of all types of capital development projects. Such review shall stress the economic and engineering soundness of the projects and shall include: Specific benefit-cost ratio analysis; adequacy of basic data; project planning and designs; cost estimates for construction, maintenance, and operation; construction schedules; availability of markets; and source, price, and adequacy of raw materials and labor.

D. Assistance in the development of relevant data suitable for use in contracting for required architect and engineering, construction, and operation and maintenance services.

E. Field inspection and evaluations of projects and equipment.

F. Assistance in the procurement of equipment and materials including the preparation of equipment specifications.

G. Preparation of preliminary and final designs.

H. Construction supervision or inspection.

ARTICLE VI—RESTRICTIONS DURING TASK ORDER ASSIGNMENTS AND WORK RESULTING THEREFROM

A. The Contractor may, at AID's discretion, be barred from further work on any AID financed project or work directly related to the performance of any task order issued hereunder.

B. Contractor employees performing services under any task order issued hereunder shall not solicit or accept additional work in the Cooperating Country until all work called for by the task order has been completed.

ARTICLE VII—REVIEW OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement shall be reviewed, at least annually, before the anniversary of its effective date, and revised, as necessary, to conform with the requirements of Part 1-3 of the Federal Procurement Regulations. Modifications to the Basic Ordering Agreement shall not have retroactive effect.

ARTICLE VIII—TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to technical directions by the AID Office of Engineering. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. Technical directions must be within the terms of the task orders issued hereunder and shall not change or modify them in any way.

ARTICLE IX—FIXED RATES FOR SERVICES

In accordance with Clause 18 of the General Provisions, the Contractor shall be paid at the following daily fixed rates for the authorized services of its employees under any task order issued hereunder:

Position classification	Grade	Fixed rate range
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ARTICLE X—PERSONNEL COMPENSATION

(a) *Fixed rates during travel.* Fixed rates paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(b) *Fixed rates during return of overseas employees.* Fixed rates paid to an employee serving overseas who is discharged by the Contractor for misconduct or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most expeditious air route.

(c) *Consultants.* Consultant services for a maximum number of _____ days will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer, and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding 3 years. There is a ceiling on a reimbursable compensation for any consultant of $100 per day and a total period of service for each consultant not to exceed 90 week days in any 12-month period, unless advance written approval is given by the Contracting Officer.

(d) *Third country and Cooperating Country nationals.* No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract is authorized in the Schedule or has the prior written approval of the Contracting Officer. Salaries paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the A.I.D. Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence.

(e) *Workweek—Nonoverseas employees.* The workweek for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

Overseas employees. The workweek for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the A.I.D. Mission and the Cooperating Country associated with the work of any task order under this contract.

ARTICLE XI—GENERAL PROVISIONS

The attached General Provisions (Form GP/BOA/Engineering Services, 3-67), numbers 1 through 46, omitting number(s) _____ are incorporated in each task order issued hereunder, unless otherwise specifically provided in the Task Order.

AID Form GP/BOA/Engineering Services, 3-67

GENERAL PROVISIONS

BASIC ORDERING AGREEMENT FOR ENGINEERING SERVICES

Index Of Clauses

1. DEFINITIONS

(a) "A.I.D." shall mean the Agency for International Development.

(b) "Administrator" shall mean the Administrator or The Deputy Administrator of the Agency for International Development.

(c) "Contract" includes each task order and the basic ordering agreement under which issued.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the U.S. Government and any other government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Cooperating Country or Countries" shall mean the foreign country or countries in which services are to be rendered hereunder.

(f) "Government" shall mean the U.S. Government.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Mission" shall mean the U.S. A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(i) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country.

(j) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(k) "Regular Employee" shall mean a Contractor employee appointed to serve 1 year or more in the Cooperating Country.

(l) "Short Term Employee" shall mean a Contractor employee appointed to serve less than 1 year in the Cooperating Country.

(m) "Consultant" shall mean any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(n) "Federal Procurement Regulations (FPR)" when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(o) "Local currency" shall mean the currency of the Cooperating Country.

(p) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(q) "Economy Class" air travel (also known as jet-economy, air coach, tourist-class, etc.) shall mean a class of air travel which is less than first class.

2. BIOGRAPHICAL DATA

Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract: (1) All individuals to be sent outside the United States, (2) key personnel. Biographical data on other individuals employed under this contract shall be available for review by A.I.D. at the Contractor's principal place of business.

3. PERSONNEL

(a) *Approval.* No individual shall be sent outside of the United States by the Contractor to perform work under the contract without the prior written approval of the

Contracting Officer; nor shall any individual be engaged outside the United States or assigned when outside the United States to perform work outside the United States under the contract without such approval unless otherwise provided in the contract or unless the Contracting Officer otherwise agrees in writing.

(b) *Physical fitness of employees*—(1) *Predeparture.* Contractor shall exercise reasonable precautions in assigning employees for work under the contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee is physically qualified to reside in the country to which the employee is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), Contractor shall not be reimbursed for the return transportation costs of the physically disabled employee and his effects.

(c) *Conformity to laws and regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) *Sale of personal property or automobiles.* The sale of personal property or automobiles by Contractor employees in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. Nationals employed by the Mission.

(e) *Conflict of interest.* Other than work to be performed under the contract for which an employee or consultant is assigned by the Contractor, no regular or short term employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(f) *Right to recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

4. ALLOWANCES

The Contracor will be reimbursed for the actual costs of subsistence (per diem) allowance paid to its authorized personnel performing services in a Cooperating Country under the contract. Such allowances shall not exceed the rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

5. TRAVEL AND TRANSPORTATION

(a) *U.S. travel and transportation*—(1) *Necessary transportation costs.* The Contractor shall be reimbursed for actual transportation costs, and travel allowances of travelers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and not continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for, economy class commercial scheduled air travel by the most expeditious route unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim on postaudit. Such travel allowances shall be in accordance with the established practice of the Contractor for travel within the United States; *Providing,* That it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Actual expense basis.* Travel on an actual expense basis may be authorized or approved personally and in writing by the Contractor's Chief Executive Officer, or equivalent official, when he determines that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem allowance provided herein. Payment on an actual expense basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the cost of lodging (exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed $30 per day. The required written authorization as approval and receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as a part of the Contractor's records to support the Contractor's claim for reimbursement.

(b) *Overseas travel and transportation*—(1) *International travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the individual. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial schedule air travel by the most expeditious route, except as otherwise provided in paragraph (5) below and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim or for postaudit. When travel to or from the Cooperating Country is by economy class accommodations the Contractor will be reimbursed for transporting up to fifty (50) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. Travel allowances for such travelers shall be at the rate of $6 per day for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations as from time to time amended. One stopover en route for a period of not to exceed twenty-four (24) hours is allowable when the traveler uses economy class accommodations for a trip if fourteen (14) hours or more of schedule duration. Such stopover shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts stated in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Local travel.* The Contractor shall be reimbursed at the rates established by the Mission Director for transportation of travelers in the Cooperating Country in connection with duties directly referable to work under this contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by the Cooperating Government or the Mission in connection with duties directly referable to work hereunder, including travel allowances at rates prescribed by the Standardizd Government Travel Regulations, as from time to time amended.

(3) *Special international travel and third country travel.* Upon the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (1) the costs of international transportation of travelers other than between the United States and the Cooperating Country and for local transportation within other countries and (2) travel allowance for travelers while in travel status and while performing services under the contract in such other countries at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended, when such travel advances the purposes of the contract and is not otherwise provided for by any of the Cooperating Countries.

(4) *Indirect travel for personal convenience.* When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from A.I.D./Washington or the Mission before such travel is undertaken, otherwise only that portion of travel accomplished by U.S.-flag carriers will be reimbursable within the above limitation of allowable costs.

(5) *Delays en route.* The Contractor may grant to travelers reasonable delays en route, not circuitous in nature while in travel status, caused by events beyond the control of such travelers or Contractor, other than those caused by physical incapacitation.

(6) *Travel by privately owned automobile.* The Contractor shall be reimbursed for the cost of travel performed by regular employees in their privately owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled.

(7) *Emergency and irregular travel and transportation.* Actual transportation costs and travel allowances while en route, as provided in this section will also be reimbursed under the following conditions:

(i) Subject to the prior written approval of the Mission Director or his designated representative the costs of going from post of duty in the Cooperating Country to the United States or other approved location for regular employees, when because of reasons or conditions beyond his control, the regular employee has not completed his required service in the Cooperating Country. The Mission Director may also authorize the return to the Cooperating Country of such regular employee.

(ii) It is agreed that paragraph (i), next above, includes but is not necessarily limited to the following:

(I) Need for medical care beyond that available within the area to which regular employee is assigned;

(II) Serious effect on physical or mental health if residence is continued at assigned post of duty;

(III) Death or serious illness in the immediate family (parents and children) of regular employee;

(IV) Emergency evacuation, subject to the Mission Director's approval; and

(V) transportation of the remains of an authorized employee who died while performing services under a task order or while in an authorized travel status to or from the Cooperating Country and round-trip transportation and travel allowances for an escort of one person to the place of burial. Reimbursement of such costs is to be made only to the extent that such costs are not payable under a Workmen's Compensation insurance policy carried on the deceased employee by the Contractor.

(8) *Limitation on transportation*—(i) *International air transportation.* All international air travel shall be made on U.S.-flag carriers. Exceptions to this rule will be allowed in the following situations provided the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for reimbursement and for post audit by A.I.D.:

(I) Where a flight by a U.S. carrier is not scheduled to arrive in time for the conduct of official business;

(II) Where a flight by a U.S. carrier is scheduled but does not have accommodations available when reservations are sought;

(III) Where the departure time, routing, or other features of a U.S. carrier flight would interfere with or prevent the satisfactory performance of official business;

(IV) Where a scheduled flight by a U.S. carrier is delayed because of weather, mechanical, or other conditions to such an extent that use of a non-U.S. carrier is in the Government's interest;

(V) Where the appropriate class of accommodations is available on both U.S. and non-U.S. carriers, but the use of the U.S. carrier will result in higher total U.S. dollar cost to the task order hereunder due to additional per diem or other expenses;

(VI) Where the appropriate class of accommodations is available only on a non-U.S. carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a U.S. carrier and related per diem; and

(VII) Where payment for transportation can be made in excess foreign currencies, provided no U.S. air carriers adequately serving the points of travel will accept the currency. This preferential use of a foreign air carrier will also apply to near-excess foreign currencies.

All international air shipments under this contract shall be made on U.S.-flag carriers, except as provided in paragraph VII above, unless shipment would, in the judgment of the Contractor, be delayed an unreasonable time awaiting a U.S. carrier either at point of origin or transshipment: *Provided*, That the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post audit by A.I.D.

(ii) *International ocean transportation.* All international ocean transportation of persons and things which is to be reimbursed in U.S. dollars under this contract shall be by U.S.-flag vessels to the extent they are available.

(I) *Transportation of things.* Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Resources Transportation Division, Agency for International Development, Washington, D.C. 20523, or the Mission Director, as appropriate, giving the basis for the request.

(II) *Transportation of persons.* Where U.S.-flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(iii) *Transportation of foreign-made motor vehicles.* Unless otherwise authorized by the Contracting Officer or the Mission Director no reimbursement will be made for the costs of transportation of any foreign (non-United States) made motor vehicle between the United States and the Cooperating Country or any intermediate points. Authorization of the transportation of foreign-made motor vehicles will be granted by the Contracting Officer or Mission Director in accordance with the Uniform State/A.I.D./USIA Foreign Service Travel Regulations, as from time to time amended.

(iv) *Unauthorized travel.* The Contractor shall not be reimbursed for any costs of travel of his employees when such travel has not been authorized under the terms of this contract.

6. NOTICE OF CHANGES IN REGULATIONS

Changes in travel and allowance regulations shall be effective 30 days after the effective date of such changes for A.I.D. direct-hire employees or on the date of notice, whichever is later. Notice of changes shall be sufficient as provided in the clause of this contract entitled "Notices".

7. CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY

Whenever it is necessary to convert U.S. dollars to local currency, such conversions shall be made, if possible, through the cognizant U.S. Disbursing Officer, American Embassy, or through the Mission Controller, as appropriate.

8. ORIENTATION

Regular employees may receive orientation training for an overseas assignment if provided in the contract or authorized in writing by the Contracting Officer. Transportation cost and travel allowances, pursuant to the provisions of the clause of this contract entitled "Travel and Transportation" expenses may be reimbursed if the orientation is more than fifty (50) miles from the regular employee's residence.

9. SERVICES PROVIDED TO CONTRACTOR

In the event the U.S. Government or Cooperating Government has furnished the Contractor free of charge with items or services which are covered herein as allowable costs, reimbursement may not be claimed for such items or services.

10. CONTRACTOR—MISSION RELATIONSHIPS

Contractor acknowledges that this contract is an important part of the U.S. Foreign Assistance Program and agrees that Contractor's operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails. The Mission Director is the chief representative of A.I.D. in the Cooperating Country. In this capacity, he has responsibility for the total A.I.D. program in the Cooperating Country including certain administrative responsibilities set forth in this contract and for advising A.I.D. regarding the performance of the work under the contract and its effect on the U.S. Foreign Assistance Program. Although the Contractor will be responsible for all professional and technical details of the work called for by the contract he shall be under the general policy guidance of the Mission Director and shall keep the Mission Director currently informed of the progress of the work under the contract.

11. PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS, AND SUPPLIES

(a) No single item of equipment costing in excess of $2,500 shall be purchased and no vehicle shall be purchased without the prior written approval of the Contracting Officer unless purchase of such item is specifically authorized in the Schedule of this contract.

(b) Except as may be specifically approved or directed in advance by the Contracting Officer the source of any procurement financed under this contract by U.S. dollars shall be the United States and it shall have been mined, grown, or through manufacturing, processing, or assembly produced in the United States. The term "source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country if the commodity is located therein at the time of purchase. If, however a commodity is shipped from a free port or bonded warehouse in the form in which it is received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

In addition to the foregoing rule a produced commodity purchased in any transaction will not be eligible for U.S. dollar funding if:

(1) It contains any component from countries other than Free World countries, as listed in AID Geographic Code 899; or

(2) It contains components which were imported into the country of production from such Free World countries other than the United States; and

(i) Such components were acquired by the producer in the form in which they were imported; and

(ii) The total cost of such components (delivered at the point of production) amounts to more than 10 percent, or such other percentage as AID may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by AID).

12. TITLE TO AND CARE OF PROPERTY

(a) Except as modified by any other provisions of this contract, title to all equipment, materials and supplies, the cost of which is reimbursable to Contractor by A.I.D. or by the Cooperating Government shall at all times, be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate unless title to specified types or classes of equipment is reserved to A.I.D. under provisions elsewhere in this contract, but all such property shall be under the custody and control of Contractor until completion of work under this contract or its termination at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) Contractor shall prepare and establish a program to be approved by the Mission for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

13. SUBCONTRACTS

Except as provided in the contract or as authorized in advance in writing by the Contracting Officer, the Contractor shall not

subcontract any part of the work under the contract. In no event shall any such subcontract be on a cost-plus-a-percentage-of-cost basis. This clause shall not be construed to require further authorization for the procurement of equipment, materials, and supplies otherwise authorized under the contract and procured in accordance with the provision entitled "Payment." The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent.

14. EXCUSABLE DELAYS

The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not restricted to: Acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the completion dates shall be revised accordingly subject to the rights of the Government under the clause of this contract entitled "Termination for Default or for Convenience of the Government."

15. PRICE ADJUSTMENT FOR SUSPENSION, DELAYS, OR INTERRUPTION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If, without the fault or negligence of the Contractor, the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of the contract, or by his failure to act within the time specified in the contract (or if no time is specified within a reasonable time), an adjustment shall be made by the Contracting Officer for any increase in the cost of performance of the contract (excluding profit) necessarily caused by the unreasonable period of such suspension, delay, or interruption and the contract shall be modified in writing accordingly. No adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the work had not been so suspended, delayed, or interrupted. No claim under this clause shall be allowed (i) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply where a suspension order has been issued), and (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract. Any dispute concerning a question of fact arising under this clause shall be subject to the "Disputes" clause of this contract.

16. CHANGES

The Contracting Officer may at any time, by written order, and without notice to the sureties, make changes within the general scope of the contract in the work and service to be performed. If any such changes cause an increase or decrease in the Contractor's cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the "Disputes" clause of this contract; but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

17. STANDARDS OF WORK

The Contractor agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to high professional standards.

18. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable time, to inspect, or otherwise evaluate the work performed or being performed under the contract and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

19. PAYMENT

The Contractor shall be paid as follows upon the submission of invoices or vouchers approved by the Contracting Officer.

(a) *Daily rate.* (1) The amounts computed by multiplying the appropriate daily rate, or rates, set forth in the Schedule by the number of direct labor days performed, which rates shall include salaries, overhead, general and administrative expense and profit. Fractional parts of a day shall be payable on a prorated basis.

(2) Unless provisions of the Schedule hereof otherwise specify, the daily rate or rates set forth in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(b) *Other direct costs.* (1) Allowable costs of direct materials, travel and transportation expenses, subsistence expenses, equipment expenses, miscellaneous expenses including report preparation and reproduction costs, telephone, telegram cable and postal charges, passport and visa fees, predeparture medical examination costs and other costs specifically approved in the Schedule of the contract or in writing by the Contracting Officer shall be determined by the Contracting Officer in accordance with Subpart 1-15.2 of the Federal Procurement Regulations in effect on the date of this contract. The Contractor shall support all costs claimed by submitting paid invoices, or by other substantiation acceptable to the Contracting Officer. Direct materials, as referenced by this clause, are defined as those materials which are used or consumed directly in connection with the furnishing of the contract services.

(2) The cost of subcontracts which are authorized pursuant to the "Subcontracts" clause hereof shall be reimbursable costs hereunder, provided such costs are consistent with subparagraph (3) below. Reimbursable cost in connection with subcontracts shall be limited to the amounts actually required to be paid by the Contractor to the subcontractor and shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the daily rates or rates payable under (a) (1) above.

(3) The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Payment to the Contractor will be made in accordance with the provisions of the Clause of these General Provisions entitled "Methods of Payment."

(d) It is estimated that the total cost to the Government for the performance of this contract will not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the daily rate payments and other direct costs which will accrue in the performance of this contract in the next succeeding thirty (30) days, when added to all other payments and costs previously accrued, will exceed eighty-five percent (85%) of the ceiling price then set forth in the Schedule, the Contractor shall notify the Contracting Officer to that effect giving his revised estimate of the total price to the Government for the performance of this contract, together with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for the performance of this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving his revised estimate of the total price for the performance of this contract, together with supporting reasons and documentation. If at any time during the performance of this contract, the Government has reason to believe that the work to be required in the performance of this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such ceiling price has been increased and shall have specified in such notice a revised ceiling which shall thereupon constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any time expended and other direct costs incurred by the Con-

tractor in excess of the ceiling price prior to the increase shall be allowable to the same extent as if such time expended and other direct costs had been incurred after such increase in the ceiling price.

20. METHOD OF PAYMENT

(a) Once each month (or at more frequent intervals, if approved by the Office of the Controller), the Contractor shall submit to the Office of Engineering Voucher Form SF–1034 (original) and SF–1034(a) three copies, each voucher identified by the appropriate A.I.D. contract and task order number properly executed, in the amount of dollar expenditures made during the period covered, which voucher forms shall be supported by:

(1) The following detailed information, with each document in the English language (or translation) containing such information identified by the number of this agreement and the task order:

(i) Contractor's detailed invoice, in original and three copies indicating fully for each amount claimed the paragraph of this agreement under which reimbursement is to be made, supported when applicable by:

(ii) Copy of Contractor's payroll applicable to the task order indicating names, position classification and grade, pay rates and pay periods with regard to salaries, fees and any related allowances paid Contractor's employees and consultants.

(iii) Statement of itinerary and originals or copies of carriers' receipts for employee's transportation costs. Travel allowances must be stated separately.

(iv) Receipted supplier's invoices for costs of commodities, equipment and supplies, insurance and other miscellaneous items. Invoices must show quantity, description and price (less applicable discounts and purchasing agents commission). Individual items under $100 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment (for items supplied from Contractor's stocks where vendors' invoices are not available, a copy of the document used for posting to Contractor's account shall be furnished). Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airway bill or parcel post receipt. Voucher SF–1034 must state whether or not items procured by Contractor were procured through advertising.

(v) Receipted invoice of transporter showing name of vessel, flag, and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airway bill if applicable. No invoice required if the bill of lading contains all the required information.

(2) The Contractor shall submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies or equipment totaling in excess of $2,500 appropriately detailed as to quantity, description and price for each individual item of equipment purchased.

(3) The Contractor shall submit a Supplier's Certificate, A.I.D. Form 281, in triplicate, executed by the vendor for each transaction in excess of $2,500.

(4) Contractor's invoice must have attached thereto or endorsed thereon, one copy of a Work Progress Certificate signed by the Contractor in the following form:

"The undersigned certifies that the costs reimbursable to the Contractor and the amount of the fixed rates for services payable to the Contractor in accordance with the terms of the Agreement, up to the date of this certificate, are not less than the total payments received or claimed by the Contractor under the Task Order (including the payment claimed under this invoice), and that the Contractor has fully complied with the terms and conditions of the Agreement and Task Order."

(b) Promptly after receipt of each voucher and statement of cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (c) and (e) below, make payment thereon as approved by the paying office indicated on the cover page.

(c) Unless otherwise set forth in the Schedule, five percent (5%) of the amount due shall be withheld from each payment by the Government. Such amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (e) hereof.

(d) At any time or times prior to final payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

(e) On receipt and approval of the voucher designated by the Contractor as the "final voucher" submitted on Form SF–1034 (original) and SF–1034(a) three copies and supported by the same information required in subparagraph (a)(1) above, and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f), (g), and (h) below), the Government shall promptly pay to the Contractor any balance of fixed rates and allowable costs which has been withheld pursuant to (c) above or otherwise not paid to the Contractor. The completion voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) Documentation for Mission: When submitting Voucher Form SF–1034 to A.I.D., the Contractor shall at the same time airmail to the Mission Controller one copy of SF–1034(a). The Mission Controller's copy shall be accompanied by one copy of vendor's invoices for all items of commodities, equipment and supplies (except magazines, pamphlets, and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items shipped from Contractor's stocks where vendors' invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Clauses of this contract entitled "Examination of Records" and "Audit and Records".

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor, to the Government, to the extent that they are properly allocable to costs for which the Contractor has been paid by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(1) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been paid by the Government under this contract;

(2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract: *Provided*, That such claims are not known to the Contractor on the date of the execution of the release: *And provided, further*, That the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs, including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(i) Any cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this contract shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

21. MOST FAVORED CUSTOMER RATE

It is understood and agreed that the services rendered by the Contractor under the contract will be charged at prices not in excess of the Contractor's prices to the most favored of its customers for the same services in like quality and quantity.

22. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if the contract provides for payments aggregating $1,000 or more, claims for monies due or to become due the Contractor from the Government under the contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under the contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of any task order or of any plans, specifications, or other similar documents relating to work under the contract, if marked "Top Secret", "Secret", or "Confidential" be furnished to any assignee of any claim arising under the contract or to any other person not entitled to receive the same. However, a copy of any part or all of the contract so marked may be furnished, or any information contained

therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

23. EXAMINATION OF RECORDS

(a)(1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any of the records for inspection, audit or reproduction by any authorized representative of the Comptroller General.

(3) In the event the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under the contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within 2 years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Office of the Controller of A.I.D., Washington, D.C., such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records (i) for a period of 3 years from the date of final payment under the contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of the contract, or by (I) or (II) below:

(I) If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(II) Records which relate to (A) appeals under the Disputes clause of the contract, (B) litigation or the settlement of claims arising out of the performance of the contract, or (C) cost and expenses of the contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in subparagraph (4)(II) above, the Contractor may in fulfillment of his obligation to retain graphs, microphotographs, or other authentic reproduction of such records, after the expiration of 2 years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph (a), including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

(b) The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph (a)(6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract," as used in this paragraph (b) only, excludes (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

24. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with the contract was increased by any significant sums because the Contractor, or any subcontractor in connection with a subcontract covered by (c) below, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such adjustment.

(b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) The Contractor agrees to insert the substance of paragraphs (a) and (c) of this clause in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder in excess of $100,000, and in any other subcontract hereunder in excess of $100,000 unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

Price Reduction for Defective Cost or Pricing Data-Price Adjustments

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of the contract which involves a price adjustment in excess of $100,000 that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause shall be limited to such price adjustments.

(b) If the Contractor determines that any price, including profit or fee, negotiated in connection with any price adjustment within the purview of paragraph (a) above was increased by any significant sums because the subcontractor or any of his subcontractors in connection with a subcontract covered by paragraph (c) below, furnish incomplete or inaccurate cost or pricing data or data not current as of the date of execution of the subcontractor's certificate of current cost or pricing data, then such price shall be reduced accordingly and the subcontract shall be modified in writing to reflect such adjustment.

(c) The subcontractor agrees to insert the substance of this clause in each subcontract hereunder which exceeds $100,000.

25. AUDIT AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the contract. The foregoing constitute "records" for the purposes of this clause.

(b) The Contractor's plants, or such part thereof as may be engaged in the performance of the contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representative.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below.

(i) If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (I) appeals under the "Disputes" clause of the contract or (II) litigation or the settlement of claims arising out of the performance of the contract, shall be retained until such appeals, litigation, or claims have been disposed of.

(d) (1) The Contractor shall insert the substance of this clause, including the whole of this paragraph (d), in each subcontract hereunder that is not on a firm fixed-price basis.

(2) The Contractor shall insert the substance of the following clause in each firm fixed-price subcontract hereunder in excess of $100,000, except those subcontracts covered by subparagraph (3) below:

Audit

(a) For purposes of verifying that cost or pricing data submitted in conjunction with the negotiation of the contract or other modification involving an amount in excess of $100,000 are accurate, complete, and current, the Contracting Officer or his authorized representatives, shall until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data.

(b) The Contractor agrees to insert the substance of this clause including this paragraph (b) in all subcontracts hereunder in excess of $100,000 where the price is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(3) The Contractor shall insert the substance of the following clause in each firm fixed-price subcontract hereunder in excess of $100,000 where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

Audit-Price Adjustments

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000, that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, and further provided that such change or other modification to this contract must result from a change or other modification to the Government prime contract.

(b) For purposes of verifying that any cost or pricing data submitted in conjunction with a contract change or other modification involving an amount in excess of $100,000 are accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data.

(c) The Contractor agrees to insert the substance of this clause including this paragraph (c) in all subcontracts hereunder in excess of $100,000, so as to apply until 3 years after final payment of the subcontract.

26. SUBCONTRACTOR COST AND PRICING DATA

(a) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to the award of any other subcontract, the price of which is expected to exceed $100,000 or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000 where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceeds $100,000 unless the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

Subcontractor Cost and Pricing Data-Price Adjustment

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the Certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which data shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000.

27. REPORTS

Unless otherwise stated in the contract, the Contractor shall submit, in the number of copies and to the addressee specified in each task order, the English language reports required herein for each task order issued under this contract. All such reports and documentation shall bear this contract number and the task order number:

(a) *Monthly progress report.* Within five (5) calendar days after the end of each month of operations under the contract, the Contractor shall submit a progress report and progress schedule. Such reports shall be brief and in narrative and bar chart or EPM form. They will include, but are not necessarily limited to, the following: A qualitative description of overall progress, and an indication of any problems which may impede performance together with proposed solution of such problems, a discussion of the work to be performed during the next reporting period, and appropriate graphical data of progress.

(b) *Quarterly progress report.* Within fifteen (15) calendar days after the end of each 3 months of operations under the contract, the Contractor shall submit a quarterly progress report. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, indicates plans for the next quarterly period and relates occurrences to the ultimate objective of the contract.

(c) *Final report.* Within thirty (30) calendar days after completion of the field work required under the contract, the Contractor shall submit a final report which documents and summarizes the results of the entire work under the contract including the Contractor's conclusions and recommendations. This report shall include, when applicable, tables, graphs, diagrams, curves, sketches, and photographs or drawings, in sufficient detail to comprehensively explain the results achieved under the contract.

28. UTILIZATION OF SMALL BUSINESS CONCERNS

(The provisions of this clause shall be applicable if the contract is in excess of $5,000.)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of the contract.

(c) Small Business Provision: To permit A.I.D., in accordance with the Small Business Provisions of the Mutual Security Act, to give U.S. Small Business firms an opportunity to participate in supplying equipment covered in this section, Contractor, shall, to the maximum extent possible, provide the following information to the Office of Small Business, A.I.D., Washington, D.C. 20523, at least 45 days prior to placing any order in excess of Five Thousand ($5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids;

(3) Address where invitations or specifications may be obtained.

(d) Marking: All commodities and their shipping containers, furnished to the Contractor in any of the Cooperating Countries in which the Contractor is performing the services specified in a task order under A.I.D. financing (whether from the U.S. or other source country) must carry the official A.I.D. emblem designed for the purpose. This identification shall be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trademark or company or brand name affixed by the producers; the emblems on the shipping containers must be legible until they reach the consignee.

The size of the emblem may vary depending upon the size of the commodity package or shipping container to be marked, but must be large enough to be clearly visible at a reasonable distance. In addition, the shipping container will indicate clearly the last set of digits of the A.I.D., PA, PIO, or other authorization number in characters at least equal in height to the shipper's marks.

The emblem will appear in the colors shown on the samples available in the Office of Small Business, Agency for International Development, Washington, D.C. 20523 or in the offices of the Mission in the respective Cooperating Countries. Raw materials (including grain, coal, petroleum, oil, and lubricants) shipped in bulk, vegetable fibers packaged in bales, and semifinished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section. However, the emblem will be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A.I.D.-financed goods. Instructions relating to display of the emblem by ships will be furnished by the charterers to the carriers with their charter parties.

If compliance with the provisions of this paragraph is found to be impracticable with respect to other commodities, the Cooperating Country or supplier will promptly request the Office of Small Business, Agency for International Development, Washington, D.C. 20523 for an exception from the requirements of this paragraph.

29. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus where this can be done, consistent with the efficient performance of the contract, at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with

this policy. In complying with the foregoing and with paragraph (b) of the clause of the contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference:

(1) Persistent labor surplus area concerns which are also small business concerns;

(2) Other persistent labor surplus area concerns;

(3) Substantial labor surplus area concerns which are also small business concerns;

(4) Other substantial labor surplus area concerns; and

(5) Small business concerns which are not labor surplus area concerns.

30. INSURANCE—WORKMEN'S COMPENSATION, PRIVATE AUTOMOBILES, MARINE, AND AIR CARGO

(a) *Workmen's compensation insurance.* (1) The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by U.S. Public Law 208, 77th Congress, as amended (42 U.S.C. 1651 et seq.), with respect to and prior to the departure for overseas employment under the contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.

(2) The Contractor shall further provide for all employees who are nationals or permanent residents of the country in which services are being rendered, if the contract authorizes their employment, security for compensation benefits pursuant to the applicable law of such country for injury or death in the course of such employment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.

(3) The Contractor agrees to insert the provisions of this Clause, including this paragraph (3) in all subcontracts or subordinate contracts hereunder, except subcontracts or subordinate contracts exclusively for furnishing materials or supplies.

(4) The Contractor agrees, as evidence of compliance with (1), (2), and (3) above, to provide the Contracting Officer within a reasonable period of time after the effective date of the contract with a copy of the actual insurance policy indicating the coverage provided for employees assigned by the Contractor to overseas employment under the task order and the Contractor agrees to provide the Contracting Officer with a similar copy of the insurance policy within a reasonable time after each renewal of this coverage, so long as the contract remains in effect. All such insurance policies shall be subject to the written approval of the Contracting Officer prior to reimbursement by A.I.D. to the Contractor of the costs thereof.

(5) The Contractor further agrees to provide the Contracting Officer with three copies of Form US–239 or US–240 "Certificate That Employer Has Secured Payment of Compensation", herein identified as a "Certificate of Compliance". The Contractor can obtain this Certificate from the insurance carrier through the Deputy Commissioner, Bureau of Employees' Compensation, Department of Labor, for the appropriate Compensation District.

(b) *Insurance on private automobiles.* If Contractor or any of its employees transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director payable in U.S. dollars or its equivalent in the currency of the Cooperating Country; injury to persons, $10,000/$20,000; property damage, $5,000. Contractor further agrees to deliver or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobiles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under the contract.

(c) *Marine and air cargo insurance.* Contractor may obtain cargo insurance on equipment, materials, and supplies procured under the contract only after obtaining the prior written approval of the Contracting Officer.

31. INSURANCE—LIABILITY TO THIRD PERSONS

(a) The Contractor shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to the performance of the contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under the contract provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, and provided further, that with respect to Workmen's Compensation the Contractor is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

(b) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of the contract and for which the Contractor seeks reimbursement hereunder.

(c) To the extent such costs are not included in the overhead portion of the fixed rates, the Contractor shall be reimbursed:

(1) For the portion wholly allocable to the contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this clause; and

(2) For liabilities to third persons for loss of or damage to property (other than property:

(i) Owned, occupied or used by the Contractor or rented to the Contractor; or

(ii) In the care, custody, or control of the Contractor),

or for death or bodily injury, not compensated by insurance or otherise, arising out of the performance of the contract, whether or not caused by the negligence of the Contractor, his agents, servants, or employees, provided such liabilities are represented by final judgments or settlements approved in writing by the Government, and expenses incidental to such liabilities, except liabilities (I) for which the Contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the contract, or (II) with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer, or (III) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (A) all or substantially all of the Contractor's business, or (B) all or substantially all of the Contractor's operations at any one plant or separate location in which the contract is being performed, or (C) a separate and complete major industrial operation in connection with the performance of the contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of the contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause, provided such cost would constitute Allowable Cost under the clause of the contract entitled "Payment".

(d) The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, or prompt notice of any claim made, against the Contractor arising out of the performance of the contract, the cost and expense of which may be reimbursable to the Contractor under the provisions of the contract and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of coverage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith: *Provided, however,* That the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

32. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part:

(1) Whenever the Contractor shall default in performance of the contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the contract work as endangers such performance), and shall fail to cure such default within a period of 10 days (or such longer period as the Contracting Officer may allow) after receipt from the Contracting Officer of a notice specifying the default; or

(2) Whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If, after notice of termination for default under (1) above, it is determined for any reason that the Contractor was not in default pursuant to (1), or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

(b) After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, The Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the Government, in the manner and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) With the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;

(6) Transfer title to the Government (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or required in respect of the performance of, the work terminated by the Notice of Termination; (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Government; and (iii) the jigs, dies, and fixtures, and other special tools and tooling acquired or manufactured for the performance of the contract for the cost of which the Contractor has been or will be reimburred under this contract;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting any item of reimbursable cost under this clause. At any time after expiration of the plant clearance period, as defined in Subpart 1–8.1 of the Federal Procurement Regulations (41 CFR 1–8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept such items and remove them or enter into a storage agreement covering the same: *Provided,* That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 1 year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 1 year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 1 year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount of amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(e) In the event of the failure of the Contractor and the Contracting Officer to agree in whole or in part, as provided in paragraph (d), as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor, by reason of the termination and shall pay to the Contractor the amount determined as follows:

(i) There shall be included therein all costs and expenses reimbursable in accordance with this contract, not previously paid to the Contractor for the performance of the contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Contracting Officer: *Provided, however,* That the Contractor shall proceed as rapidly as practicable to discontinue such costs;

(ii) There shall be included therein so far as not included under (i) above, the cost for settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract;

(iii) There shall be included therein the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory: *Provided, however,* That if the termination is for default of the Contractor there shall be included any amounts for the preparation of the Contractor's settlement proposal; or

(f) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes" from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (2) if any appeal has been taken, the amount finally determined on such appeal.

(g) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments theretofore made to the Contractor, applicable to the terminated portion of the contract, (2) any claim which the Government may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the Government.

(h) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this clause such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however,* That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

33. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided

by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official representative, or board on a question of law.

34. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of the contract or any part thereof or any amendment hereto or any subcontract hereunder (including any lower tier subcontractor).

35. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of the contract exceeds $10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of the contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

36. PATENT PROVISIONS AND PUBLICATION OF RESULTS

The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data, and findings developed under the contract through dedication, assignment to the Administrator, publication, or such other means as may be determined by the Contracting Officer.

(a) With respect to patentable results and in accordance with this clause the Contractor agrees:

(1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Agency may decide to undertake covering the subject matter above described;

(2) To execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications; and

(3) To secure the cooperation of any employee of the Contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney, are excluded from the duties of the Contractor.

(b) With respect to nonpatentable results of research and investigations and information concerning the work under the contract, which the Contracting Officer determines will not form a basis of a patent application, the Contractor agrees:

(1) In contracts with public organizations, that such results may be made known to the public only in such a manner as the parties hereto may agree or in case of failure to agree the results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other party, with such credit or recognition as may be mutually agreed upon: *Provided*, That full responsibility is assumed by such party for any statements on which there is a difference of opinion: *And provided, further*, That no copyrights shall subsist in any such publication;

(2) In all other contracts, that such results may be made known to the public only at the discretion of the Contracting Officer or his designated representative, under such conditions as the Contracting Officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may determine; and

(3) In case of publication by the Contractor, that reprints shall be supplied to the Agency in accordance with the Plan of Work.

37. RIGHTS IN DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use and dispose of in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others to do so.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability including costs and expenses (i) for violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any Data furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

38. RELEASE OF INFORMATION

All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party or government other than A.I.D., except as otherwise expressly provided in this contract.

39. EQUAL OPPORTUNITY

(The following clause is applicable unless the contract is exempt under the rules and regulations of the Secretary of Labor [41 CFR, ch. 60]. Exemptions include contracts and subcontracts (i) not exceeding $10,000, (ii) not exceeding $100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in con-

spicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.[1] The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

40. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

41. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

[1] Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Secretary of Labor's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by refereence the "Equal Opportunity" clause.

42. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

43. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, A.I.D. shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

44. LANGUAGE, WEIGHTS AND MEASURES

The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in any task order issued under this basic ordering agreement or as authorized by the Contracting Officer. Wherever weights and measures are required or authorized, all quantities and measures shall be made, computed and recorded in the English system.

45. INSPECTION AND ACCEPTANCE

Preliminary inspection, consisting of all necessary inspection except inspection for the purpose of acceptance shall be made at the location of performance of the contract by the Contracting Officer or the cognizant representative of the Office of Engineering.

Inspection for the purposes of acceptance of all reports, etc., required hereunder shall be made by the Director, Office of Engineering, A.I.D., or his authorized designee.

46. NOTICES

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or mail as follows:

To A.I.D.:

Administrator, Agency for International Development, Washington, D.C. 20523. Attention: Contracting Officer (naming the Contracting Officer who executed this basic ordering agreement).

To Contractor:

At Contractor's address shown in the Cover Page of this basic ordering agreement.

or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered.

Agency for International Development Task Order Under Basic Ordering Agreement for Engineering Services, 3–67.

Basic Ordering Agreement No._____
Task Order No._____
Project No._____

Negotiated pursuant to the Foreign Assistance Act of 1961, as amended, and Executive Order 11223.

Authorized Ordering Activity, Office of Procurement, Contract Services Division, Washington, D.C. 20523.

Cognizant Scientific/Technical Office.

Effective Date:_____
Expiration Date:_____

Contractor (name and address) _____
Name _____
Street Address _____
City _____ State _____ Zip Code ____
Mail Vouchers (original and 3 copies) TO:
Agency for International Development, Office of Engineering, Washington, D.C. 20523.

ACCOUNTING AND APPROPRIATION DATA

Amount Obligated:_____
Appropriation No.:_____
Allotment No.:_____
PIO/T _____

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Task Order, and the Contractor agree as follows: (1) That the Contractor shall perform all the services set forth in this task order; (2) That this task order is issued pursuant to the terms of Basic Ordering Agreement No. AID/csd-_____; and, (3) That the entire contract between the parties hereto consists of: (a) This task order including the Cover Page, the Schedule and Additional Provisions (if any); and (b) Basic Ordering Agreement No. AID/csd _____

Name of Contractor_____
By _____
(Signature of Authorized Individual)
Typed or Printed Name_____
Title _____
Date _____

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By _____
(Signature of Contracting Officer)
Typed or Printed Name_____
Contracting Officer_____
Date _____

MARCH 1967.

SCHEDULE

I AID PROJECT TITLE

II STATEMENT OF WORK

III PLACE OF TASK ORDER PERFORMANCE

IV TERM OF TASK ORDER PERFORMANCE

From (Month) _____ (Day) _____ (Year) _____ through (Month) _____ (Day) _____ (Year) _____. (In task orders issued pursuant to Article IV–A(2) of the Basic Ordering Agreement, enter under this Article the following statement:

"To be negotiated in accordance with Schedule Article IV–A(2) of Basic Ordering Agreement No. _____.")

V ESTIMATED LEVEL OF EFFORT

Position categories	*Fixed rate*
Number of man hours	*Total*

(In task orders issued pursuant to Article IV–A(2) of the Basic Ordering Agreement, enter under this Article the following statement:

"To be negotiated in accordance with Schedule Article IV–A(2) of Basic Ordering Agreement No. _____.")

VI REPORTS

VII TASK ORDER PRICE

Total fixed rates_____
Total other direct costs_____
Task Order Total_____

(In task orders issued pursuant to Article IV–A(2) of the Basic Ordering Agreement, enter under this Article the following statement: "To be negotiated in accordance with Schedule Article IV–A(2) of Basic Ordering Agreement No. _____."

VIII CEILING

Ceiling Amount _____

(In task orders issued pursuant to Article IV–A(2) of the Basic Ordering Agreement, enter under this Ceiling Article the appropriate monetary limitation as follows:
Monetary Limitation $_____

Opposite the ceiling amount enter the following statement: "To be negotiated in accordance with Schedule Article IV–A(2) of Basic Ordering Agreement No. _____."

IX ADDITIONAL PROVISIONS

(Additional Provisions are to be listed hereunder and attached to the Task Order in the event that clauses additional to those contained in the Basic Ordering Agreement are required for the task order.)

These amendments are effective upon publication in the FEDERAL REGISTER.

Dated: May 18, 1967.

WILLIAM O. HALL,
Assistant Administrator for Administration.

[F.R. Doc. 67-6508; Filed, June 13, 1967; 8:45 a.m.]

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 213—EXCEPTED SERVICE

Selective Service System

Section 213.3146 is amended to show that the position of Executive Secretary, National Advisory Committee on the Selection of Physicians, Dentists, and Allied Specialists will remain in Schedule A until June 30, 1971. Effective on publication in the FEDERAL REGISTER, paragraph (c) of § 213.3146 is amended as set out below.

§ 213.3146 Selective Service System.

* * * * *

(c) Until June 30, 1971, Executive Secretary, National Advisory Committee on the Selection of Physicians, Dentists, and Allied Specialists.

* * * * *

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6648; Filed, June 13, 1967; 8:49 a.m.]

PART 213—EXCEPTED SERVICE

Department of Defense

Section 213.3306 is amended to show that the position of Deputy Assistant Secretary (European and NATO Affairs), Office of the Assistant Secretary of Defense for International Security Affairs is excepted under Schedule C in lieu of the position of Deputy Assistant Secretary (Planning and North Atlantic Affairs), Office of the Assistant Secretary of Defense for International Security Affairs. Effective on publication in the FEDERAL REGISTER subparagraph (9) of paragraph (a) of § 213.3306 is amended as set out below.

§ 213.3306 Department of Defense.

(a) *Office of the Secretary.* * * *

(9) One Deputy Assistant Secretary (European and NATO Affairs), Office of the Assistant Secretary of Defense for International Security Affairs.

* * * * *

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6646; Filed, June 13, 1967; 8:49 a.m.]

PART 213—EXCEPTED SERVICE

Department of the Air Force

Section 213.3309 is amended to show that one position of Private Secretary engaged in interdepartmental activities of the Department is excepted under Schedule C. Effective on publication in the FEDERAL REGISTER subparagraph (2) of paragraph (a) of § 213.3309 is amended as set out below.

§ 213.3309 Department of the Air Force.

(a) *Office of the Secretary.* * * *

(2) Six Private Secretaries. (For employment of Private Secretaries to Officials in the Office of the Secretary who are appointed by the President or are appointed under subparagraph (1) of this paragraph, and of one Private Secretary engaged in the interdepartmental activities of the Department.)

* * * * *

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6591; Filed, June 13, 1967; 8:45 a.m.]

PART 213—EXCEPTED SERVICE

Post Office Department

Section 213.3311 is amended to show that the position of Special Assistant to the Deputy Postmaster General is excepted under Schedule C. Effective on publication in the FEDERAL REGISTER, subparagraph (7) is added to paragraph (h) of § 213.3311 as set out below.

§ 213.3311 Post Office Department.

* * * * *

(h) *Office of the Deputy Postmaster General.* * * *

(7) One Special Assistant.

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6647; Filed, June 13, 1967; 8:49 a.m.]

PART 213—EXCEPTED SERVICE

Department of Transportation

Section 213.3394 is amended to show that the position of Special Assistant to the Secretary is excepted under Schedule C. Effective on publication in the FEDERAL REGISTER, subparagraph (4) is added to paragraph (a) of § 213.3394 as set out below.

§ 213.3394 Department of Transportation.

(a) *Office of the Secretary.* * * *

(4) One Special Assistant to the Secretary.

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6649; Filed, June 13, 1967; 8:49 a.m.]

PART 213—EXCEPTED SERVICE

General Services Administration

Section 213.3237 is added to show that the position of Research Specialist on the staff of the National Advisory Council on Economic Opportunity is excepted under Schedule B until June 30, 1968. Effective on publication in the FEDERAL REGISTER, § 213.3237 is added as set out below.

§ 213.3237 General Services Administration.

(a) *National Advisory Council on Economic Opportunity.* (1) Until June 30, 1968, one Research Specialist.

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6716; Filed, June 13, 1967; 8:52 a.m.]

Title 22—FOREIGN RELATIONS

Chapter I—Department of State

[Dept. Reg. 108.560]

PART 41—VISAS: DOCUMENTATION OF NONIMMIGRANTS UNDER THE IMMIGRATION AND NATIONALITY ACT, AS AMENDED

Issuance of Nonimmigrant Visas

Part 41, Chapter I, Title 22 of the Code of Federal Regulations is amended to

clarify the information to be included in the nonimmigrant visa stamp and to delete the provision that the seal of the office be impressed in the visa stamp.

Section 41.124 is amended to read as follows:

§ 41.124 **Procedure in issuing visas.**

* * * * *

(c) *Form of visa stamp.* (1) * * * (vi) the number of applications for admission for which it is valid, or the word "multiple"; * * * (viii) the word "Gratis" if no fee is prescribed; and

* * * * *

(g) *Notation regarding issuance of visa without fee.* If no fee is prescribed for the issuance of a nonimmigrant visa, the word "Gratis" shall be stamped or written in the lower left corner of the visa stamp. No notation of a fee need be recorded on the visa when a fee is charged.

(h) *Signature.* The consular officer who issues a nonimmigrant visa shall affix his signature and indicate his title in the visa stamp.

* * * * *

Effective date. The amendment to the regulation contained in this order shall become effective upon publication in the FEDERAL REGISTER.

The provisions of section 4 of the Administrative Procedure Act (80 Stat. 383; 5 U.S.C. 553) relative to notice of proposed rule making are inapplicable to this order because the regulation contained herein involves foreign affairs functions of the United States.

(Sec. 104, 66 Stat. 174; 8 U.S.C. 1104)

BARBARA M. WATSON,
Acting Administrator, Bureau of Security and Consular Affairs.

JUNE 7, 1967.

[F.R. Doc. 67-6678; Filed, June 13, 1967; 8:52 a.m.]

Title 7—AGRICULTURE

Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

[Amdt. 2]

PART 406—CALIFORNIA ORANGE CROP INSURANCE

Subpart—Regulations for the 1963 and Succeeding Crop Years

APPLICATION AND POLICY

Pursuant to the authority contained in the Federal Crop Insurance Act, as amended, the above-identified regulations are amended effective beginning with the 1967 crop year in the following respects:

Section 7(b) of the Application and Policy shown in § 406.6 of this chapter is amended effective beginning with the 1967 crop year to read as follows:

(b) The total annual premium for the insured crop on all units shall be reduced as follows for consecutive years of insurance, without a loss for which an indemnity was paid on any unit, immediately preceding the crop year for which the reduction is applicable (eliminating any year in which a premium was not earned):

Percent Premium Reduction	*Consecutive years with no loss*
5 percent after	1 year.
5 percent after	2 years.
10 percent after	3 years.
10 percent after	4 years.
15 percent after	5 years.
20 percent after	6 years.
25 percent after	7 years or more.

If an insured has a loss on a crop for which an indemnity is paid, the number of such consecutive years of insurance on such crop without a loss for which an indemnity was paid shall be reduced by 3 years, except, that, where the insured has 7 or more such years, a reduction to 4 shall be made and where the insured has 3 or less such years, a reduction to zero shall be made. Any premium reduction earned hereunder shall upon death of the insured inure to the benefit of his estate or surviving spouse and, upon approval of the Corporation, shall inure to any person operating the same farm or farms as the deceased insured who the Corporation determines has been actively participating in the farming operations by assisting in the management or by furnishing labor for compensation. If the insured is a partnership (which for the purpose of this section shall be deemed to include any other joint enterprise), the premium reduction earned by such insured shall, upon dissolution of the partnership, inure to the benefit of each member who has a contract of insurance in force in the year immediately following the dissolution covering only a part or all of the land involved in the partnership operation. If the insured is a partnership each of whose members had a contract of insurance in force in the year immediately preceding the formation of the partnership covering a part of the land included in the partnership operation, the smallest premium reduction earned by any member, or none if any member has earned none, shall inure to the benefit of the insured. If the insured is a partnership only one of whose members had a contract of insurance in force in the year immediately preceding the formation of the partnership, the premium reduction earned by such member shall inure to the benefit of the insured only if the insured operates the same farm or farms formerly operated by such member and if the Corporation finds that the other member or members have been actively participating in the farming operations by assisting in the management or by furnishing labor for compensation. If the insured is a corporation operating only a farm or farms previously operated by one or more stockholders, each of whom had a contract of insurance in force in the year immediately preceding the formation of the corporation, the smallest premium reduction earned by any such stockholder, or none if any such stockholder has earned none, shall inure to the benefit of the insured. If the insured was a stockholder of a dissolved corporation, which had a contract of insurance in force in the year immediately preceding its dissolution covering only the same farm or farms being operated by the insured, the premium reduction earned by the corporation shall inure to the benefit of the insured.

(Secs. 506, 516, 52 Stat. 73, as amended, 77, as amended; 7 U.S.C. 1506, 1516)

Adopted by the Board of Directors on June 7, 1967.

[SEAL] EARLL H. NIKKEL,
Secretary, Federal Crop Insurance Corporation.

Approved: June 9, 1967.

JOHN A. SCHNITTKER,
Under Secretary.

[F.R. Doc. 67-6620; Filed, June 13, 1967; 8:47 a.m.]

Chapter VII—Agricultural Stabilization and Conservation Service (Agricultural Adjustment), Department of Agriculture

SUBCHAPTER C—SPECIAL PROGRAMS

[Amdt. 5]

PART 751—LAND USE ADJUSTMENT PROGRAM

Subpart—1964–65 Cropland Conversion Program

NONDISCRIMINATION

The regulations governing the 1964–65 Cropland Conversion Program, 29 F.R. 13559, are hereby amended by adding a new § 751:92 to read as follows:

§ 751.92 **Nondiscrimination.**

The regulations governing nondiscrimination in federally assisted programs of the Department of Agriculture, Part 15 of this title, as amended, shall be applicable to the 1964–65 Cropland Conversion Program.

(Sec. 16(e), 76 Stat. 606, 16 U.S.C. 590p(e))

Effective date: Upon publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on June 8, 1967.

E. A. JAENKE,
Acting Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 67-6684; Filed, June 13, 1967; 8:52 a.m.]

— —

[Amdt. 8]

PART 751—LAND USE ADJUSTMENT PROGRAM

Subpart—Cropland Adjustment Program for 1966 Through 1969

PROGRAM BASES AND ANNUAL PAYMENTS

The regulations governing the 1966–1969 Cropland Adjustment Program (31 F.R. 3483) are amended as follows:

1. Section 751.108 is amended by adding a new paragraph (d) to read as follows:

§ 751.108 **Cropland adjustment program bases.**

* * * * *

(d) Notwithstanding any other provision of this section, where cropland adjustment bases are authorized to be established, different cropland adjust-

ment bases may be established for alternate years where necessary to reflect in established summer fallow rotation system.

§ 751.115 [Amended]

2. Section 751.115(b) is amended by inserting immediately after the word "increased" in the second sentence a comma and the following: "for farms located in areas designated by the State committee,".

(Sec. 602(q), 79 Stat. 1210)

Effective date: Upon publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on June 8, 1967.

E. A. JAENKE,
Acting Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 67-6685; Filed, June 13, 1967; 8:52 a.m.]

Chapter IX—Consumer and Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts), Department of Agriculture

[Valencia Orange Reg. 205, Amt. 1]

PART 908—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 908, as amended (7 CFR Part 908), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendation and information submitted by the Valencia Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amendment until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) because the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient, and this amendment relieves restriction on the handling of Valencia oranges grown in Arizona and designated part of California.

Order, as amended. The provision in paragraph (b)(1) (i), (ii), and (iii) of § 908.505 (Valencia Orange Regulation 205, 32 F.R. 8021) are hereby amended to read as follows:

§ 908.505 Valencia Orange Regulation 205.

* * * * *

(b) *Order.* (1) * * *

(i) District 1: 380,000 cartons;
(ii) District 2: 470,000 cartons;
(iii) District 3: 200,000 cartons.

* * * * *

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6617; Filed, June 13, 1967; 8:47 a.m.]

PART 911—LIMES GROWN IN FLORIDA

Expenses and Rate of Assessment

On May 27, 1967, notice of rule making was published in the FEDERAL REGISTER (32 F.R. 7777) regarding proposed expenses and the related rate of assessment for the period April 1, 1967, through March 31, 1968, pursuant to the marketing agreement, as amended, and Order No. 911, as amended (7 CFR Part 911), regulating the handling of limes grown in the State of Florida. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674). After consideration of all relevant matters presented, including the proposals set forth in such notice which were submitted by the Florida Lime Administrative Committee (established pursuant to said marketing agreement and order), it is hereby found and determined that:

§ 911.207 Expenses and rate of assessment.

(a) *Expenses.* Expenses that are reasonable and likely to be incurred by the Florida Lime Administrative Committee during the period April 1, 1967, through March 31, 1968, will amount to $10,241.

(b) *Rate of assessment.* The rate of assessment for said period, payable by each handler in accordance with § 911.41, is fixed at $0.025 per bushel of limes.

It is hereby further found that good cause exists for not postponing the effective date hereof until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 553) in that (1) the relevant provisions of said marketing agreement and this part require that the rate of assessment herein fixed shall be applicable to all assessable limes handled during the aforesaid period, and (2) such period began on April 1, 1967, and said rate of assessment will automatically apply to all such limes beginning with such date.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 8, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6616; Filed, June 13, 1967; 8:47 a.m.]

[Plum Reg. 6]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Grade and Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that, as hereinafter set forth, the time intervening between the date when information upon which this regulation is based became available and the time when this regulation must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; this regulation should be applicable to all such shipments in order to effectuate the declared policy of the act; the provisions of this regulation are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.394 Plum Regulation 6.

(a) *Order.* (1) The provisions of § 917.390 (Plum Reg. 2; 32 F.R. 7741) shall not apply to Tragedy plums during the period specified in subparagraph (2) of this paragraph.

(2) During the period June 18, 1967, through October 31, 1967, no handler shall ship any package or container of Tragedy plums unless:

(i) Such plums grade at least U.S. No. 1, with a total tolerance of ten (10) percent for defects not considered serious damage in addition to the tolerances permitted by such grade; and

(ii) Such plums are of a size that, when packed in a standard basket, they will pack at least a 5 x 6 standard pack.

(3) When used herein, "U.S. No. 1," "standard pack," and "serious damage" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6635; Filed, June 13, 1967; 8:48 a.m.]

[Plum Reg. 7]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the varieties hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that, as hereinafter set forth, the time intervening between the date when information upon which this regulation is based became available and the time when this regulation must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such varieties of plums are expected to begin on or about the effective date hereof; this regulation should be applicable to all such shipments in order to effectuate the declared policy of the act; the provisions of this regulation are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.395 Plum Regulation 7.

(a) *Order.* (1) During the period June 18, 1967, through October 31, 1967, no handler shall ship any package or container of Wickson, New Yorker, Sim-ka, or Arrosa plums unless such plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 4 standard pack.

(2) When used herein, "standard pack" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6636; Filed, June 13, 1967; 8:48 a.m.]

[Plum Reg. 8]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Sizes

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; the provisions of this regulation should be made known to producers, handlers, and distributors of such plums as soon as practicable in order to effectuate the declared policy of the act; such provisions are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.396 Plum Regulation 8.

(a) *Order.* (1) During the period June 25, 1967, through October 31, 1967, no handler shall ship from any shipping point during any day any package or container of Nubiana plums, except to the

extent otherwise permitted under this paragraph, unless such plums are of a size that, when packed in a standard basket, they will pack at least a 3 x 4 x 4 standard pack.

(2) During each day of the aforesaid period, any handler may ship from any shipping point a quantity of such plums which are of a size smaller than the size prescribed in subparagraph (1) of this paragraph if said quantity does not exceed twenty-five (25) percent of the quantity of such plums shipped by such handler which meet the size requirements of said subparagraph (1) of this paragraph: *Provided*, That all such smaller plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 4 standard pack.

(3) If any handler, during any day of the aforesaid period, ships from any shipping point less than the maximum allowable quantity of such plums that may be of a size smaller than the size prescribed in subparagraph (1) of this paragraph, the quantity of such undershipment may be shipped by such handler only from such shipping point.

(4) When used herein, "standard pack" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6637; Filed, June 13, 1967; 8:48 a.m.]

[Plum Reg. 9]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Grade and Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the varieties hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such varieties of plums are expected to begin on or about the effective date hereof; the provisions of this regulation should be made known to producers, handlers, and distributors of such plums as soon as practicable in order to effectuate the declared policy of the act; such provisions are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.397 **Plum Regulation 9.**

(a) *Order.* (1) The provisions of § 917.390 (Plum Reg. 2; 32 F.R. 7741) shall not apply to Late Santa Rosa, Improved Late Santa Rosa, or Casselman plums during the period specified in subparagraph (2) of this paragraph.

(2) During the period June 25, 1967, through October 31, 1967, no handler shall ship any package or container of Late Santa Rosa, Improved Late Santa Rosa, or Casselman plums, except to the extent otherwise permitted under this paragraph, unless:

(i) Such plums grade at least U.S. No. 1, except that healed cracks emanating from the stem end which do not cause serious damage shall not be considered as a grade defect with respect to such grade; and

(ii) Such plums are of a size that, when packed in a standard basket, they will pack at least a 3 x 4 x 5 standard pack.

(3) During each day of the aforesaid period, any handler may ship from any shipping point a quantity of each such variety of plums, by number of packages or containers, which are of a size smaller than the size prescribed in subparagraph (2) of this paragraph if said quantity does not exceed fifty (50) percent of the number of the same type of packages or containers of such variety of plums shipped by such handler which meet the size requirements of said subparagraph (2) of this paragraph: *Provided*, That all such smaller plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 5 standard pack.

(4) If any handler, during any day of the aforesaid period, ships from any shipping point less than the maximum allowable quantity of such plums that may be smaller than the size prescribed in subparagraph (3) of this paragraph, the quantity of such undershipment may be shipped by such handler only from such shipping point.

(5) When used herein, "U.S. No. 1," "standard pack," and "serious damage" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6638; Filed, June 13, 1967; 8:48 a.m.]

[Plum Reg. 10]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Sizes

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provisions hereof effective

not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; the provisions of this regulation should be made known to producers, handlers, and distributors of such plums as soon as practicable in order to effectuate the declared policy of the act; such provisions are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.398 Plum Regulation 10.

(a) *Order.* (1) During the period July 2, 1967, through October 31, 1967, no handler shall ship any package or container of Queen Ann plums, except to the extent otherwise permitted under this paragraph, unless such plums are of a size that, when packed in a standard basket, they will pack at least a 3 x 4 x 4 standard pack.

(2) During each day of the aforesaid period, any handler may ship from any shipping point a quantity of such plums which are of a size smaller than the size prescribed in subparagraph (1) of this paragraph if said quantity does not exceed fifty (50) percent of the quantity of such plums shipped by such handler which meet the size requirements of said subparagraph (1) of this paragraph: *Provided*, That all such smaller plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 4 standard pack.

(3) If any handler, during any day of the aforesaid period, ships from any shipping point less than the maximum allowable quantity of such plums that may be of a size smaller than the size prescribed in subparagraph (1) of this paragraph, the quantity of such undershipment may be shipped by such handler only from such shipping point.

(4) When used herein, "standard pack" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of Section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6639; Filed, June 13, 1967; 8:48 a.m.]

[Plum Reg. 11]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provision hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; this regulation should be applicable to all such shipments in order to effectuate the declared policy of the act; the provisions of this regulation are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.399 Plum Regulation 11.

(a) *Order.* (1) During the period July 9, 1967, through October 31, 1967, no handler shall ship any package or container of Emily plums unless such plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 5 standard pack.

(2) When used herein, "standard pack" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6640; Filed, June 13, 1967; 8:48 a.m.]

[Plum Reg. 12]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Grade and Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and

the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; the provisions of this regulation should be made known to producers, handlers, and distributors of such plums as soon as practicable in order to effectuate the declared policy of the act; such provisions are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.400 Plum Regulation 12.

(a) *Order.* (1) The provisions of § 917.390 (Plum Reg. 2; 32 F.R. 7741) shall not apply to Late Tragedy plums during the period specified in subparagraph (2) of this paragraph.

(2) During the period July 9, 1967, through October 31, 1967, no handler shall ship any package or container of Late Tragedy plums unless:

(i) Such plums grade at least U.S. No. 1, except that gum spots which do not cause serious damage shall not be considered as a grade defect with respect to such grade; and

(ii) Such plums are of a size that, when packed in a standard basket, they will pack at least a 5 x 6 standard pack.

(3) When used herein, "U.S. No. 1," "standard pack," and "serious damage" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6641; Filed, June 13, 1967; 8:49 a.m.]

[Plum Reg. 13]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Grade and Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; the provisions of this regulation should be made known to producers, handlers, and distributors of such plums as soon as practicable in order to effectuate the declared policy of the act; such provisions are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.401 Plum Regulation 13.

(a) *Order.* (1) The provisions of § 917.390 (Plum Reg. 2; 32 F.R. 7741) shall not apply to Kelsey plums during the period specified in subparagraph (2) of this paragraph.

(2) During the period July 9, 1967, through October 31, 1967, no handler shall ship any package or container of Kelsey plums unless:

(i) Such plums grade at least U.S. No. 1 with a total tolerance of ten (10) percent for defects not considered serious damage in addition to the tolerance permitted by such grade; and

(ii) Such plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 4 standard pack.

(3) When used herein, "U.S. No. 1," "standard pack," and "serious damage" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-6642; Filed, June 13, 1967; 8:49 a.m.]

[Plum Reg. 14]

PART 917—FRESH PEARS, PLUMS, AND PEACHES GROWN IN CALIFORNIA

Regulation by Size

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh pears, plums, and peaches grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553); and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the

development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth or which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such variety of plums are expected to begin on or about the effective date hereof; the provisions of this regulation should be made known to producers, handlers, and distributors of such plums as soon as practicable in order to effectuate the declared policy of the act; such provisions are identical with the aforesaid recommendation of the committee; information concerning such provisions and effective time has been disseminated among handlers of such plums; and compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on May 24, 1967.

§ 917.402 Plum Regulation 14.

(a) *Order.* (1) During the period July 9, 1967, through October 31, 1967, no handler shall ship any package or container of Standard plums unless such plums are of a size that, when packed in a standard basket, they will pack at least a 5 x 5 standard pack.

(2) When used herein, "standard pack" shall have the same meaning as set forth in the U.S. Standards for Grades of Fresh Plums and Prunes (§§ 51.1520–1538 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67–6643; Filed, June 13, 1967; 8:49 a.m.]

[Apricot Reg. 7, Amdt. 1]

PART 922—APRICOTS GROWN IN DESIGNATED COUNTIES IN WASHINGTON

Limitation of Shipments

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 922, as amended (7 CFR Part 922), regulating the handling of apricots grown in designated counties in Washington, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Washington Apricot Marketing Committee, and upon other available information, it is hereby found that the limitation of shipments of apricots, in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that, as hereinafter set forth, the time intervening between the date when information upon which this regulation is based became available and the time when this regulation must become effective in order to effectuate the declared policy of the act is insufficient; compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof; and this amendment relieves restrictions on the handling of apricots in that it provides a more liberal exemption procedure than is now provided in the regulation.

In § 922.307 (Apricot Regulation 7, 32 F.R. 7582), paragraph (a)(3)(i) is revised. As amended, § 922.307(a)(3) reads as follows:

§ 922.307 Apricot Regulation 7.

(a) * * *

(3) Notwithstanding any other provision of this section, any individual shipment of apricots which meets each of the following requirements may be handled without regard to the provisions of this paragraph, and of §§ 922.41 and 922.55:

(i) The shipment consists of apricots sold for home use and not for resale;

(ii) The shipment does not, in the aggregate, exceed 500 pounds, net weight, of apricots; and

(iii) Each container is stamped or marked with the words "not for resale" in letters at least one-half inch in height.

* * * * *

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: June 9, 1967, to become effective June 12, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67–6633; Filed, June 13, 1967; 8:48 a.m.]

[Cherry Reg. 6, Amdt. 1]

PART 923—SWEET CHERRIES GROWN IN DESIGNATED COUNTIES IN WASHINGTON

Limitation of Shipments

Findings. (1) Pursuant to the marketing agreement and Order No. 923 (7 CFR Part 923) regulating the handling of sweet cherries grown in designated counties in Washington, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Washington Cherry Marketing Committee, and upon other available information, it is hereby found that the limitation of shipments of cherries, in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that, as hereinafter set forth, the time intervening between the date when information upon which this regulation is based became available and the time when this regulation must become effective in order to effectuate the declared policy of the act is insufficient; compliance with the provisions of this regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof; and this amendment relieves restrictions on the handling of cherries in that it provides a more liberal exemption procedure than is now provided in the regulation.

In § 923.306 (Cherry Regulation 6, 32 F.R. 7697), paragraph (a)(2)(i) is revised. As amended, § 923.306(a)(2) reads as follows:

§ 923.306 Cherry Regulation 6.

(a) * * *

(2) *Exceptions.* Notwithstanding any other provisions of this section, any individual shipment of cherries which meets each of the following requirements may be handled without regard to the provisions of this paragraph, and of §§ 923.41 and 923.55:

(i) The shipment consists of cherries sold for home use and not for resale;

(ii) The shipment does not, in the aggregate, exceed 100 pounds, net weight, of cherries; and

(iii) Each container is stamped or marked with the words "not for resale" in letters at least one-half inch in height.

* * * * *

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated, June 9, 1967 to become effective June 12, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67–6634; Filed, June 13, 1967; 8:48 a.m.]

Chapter XVI—Consumer and Marketing Service (Food Stamp Program), Department of Agriculture

PART 1602—PARTICIPATION OF RETAIL FOOD STORES, WHOLESALE FOOD CONCERNS AND BANKS

Participation of Banks

Section 1602.5, paragraphs (a) and (b), 30 F.R. 6860, relating to the redemption of food coupons by Federal Reserve Banks, is amended to provide that non-member banks, which have arranged with a Federal Reserve Bank to deposit coupons for credit to the account of a member bank on the books of the Federal Reserve Bank, may forward cancelled food coupons accepted for redemption from authorized food stores and wholesale food concerns directly to the Federal Reserve Bank for payment in accordance with applicable regulations or instructions of the Federal Reserve Banks. As amended, § 1602.5, paragraphs (a) and (b), reads as follows:

§ 1602.5 Participation of banks.

(a) Banks may accept coupons for redemption from authorized retail food stores and authorized wholesale food concerns in accordance with the provisions of this part and the instructions of the Federal Reserve Banks. Coupons submitted to banks for credit or for cash must be properly endorsed in accordance with § 1602.4 and shall be accompanied by a properly executed redemption certificate. No bank shall knowingly accept coupons used by ineligible persons or transmitted for collection by unauthorized retail food stores, wholesale food concerns, or any other unauthorized individuals, partnerships, corporations, or other legal entities. Banks may require persons presenting coupons for redemption to show their authorization card. The redemption certificates shall be held by the receiving bank until final credit has been given by the Federal Reserve Bank after which they shall be forwarded by the receiving banks to the Consumer Food Programs Field Office. Coupons accepted for deposit or for payment in cash must be cancelled by or for the first bank receiving the coupons by indelibly marking "paid" or "cancelled" together with the name of the bank, or its routing symbol transit number, on the coupons by means of an appropriate stamp. A portion of a coupon consisting of less than three-fifths (3/5) of a whole coupon shall not be accepted for redemption by banks. Banks which are members of the Federal Reserve System, non-member clearing banks, and non-member banks which have arranged with a Federal Reserve Bank to deposit coupons for credit to the account of a member bank on the books of the Federal Reserve Bank may forward cancelled coupons directly to the Federal Reserve Bank for payment in accordance with applicable regulations or instructions of the Federal Reserve Banks. Other banks may forward cancelled coupons through ordinary collection channels.

(b) Federal Reserve Banks, acting as fiscal agents of the United States, are authorized to receive cancelled coupons for collection as cash items from member banks of the Federal Reserve System, non-member clearing banks, and non-member banks which have arranged with a Federal Reserve Bank to deposit coupons for credit to the account of a member bank on the books of the Federal Reserve Bank, and to charge such items to the general account of the Treasurer of the United States.

* * * * *

S. R. SMITH,
Administrator, Consumer and Marketing Service.

JUNE 7, 1967.

Approved: June 9, 1967.

GEORGE L. MEHREN,
Assistant Secretary.

[F.R. Doc. 67-6618; Filed, June 13, 1967; 8:47 a.m.]

Title 9—ANIMALS AND ANIMAL PRODUCTS

Chapter I—Agricultural Research Service, Department of Agriculture

SUBCHAPTER C—INTERSTATE TRANSPORTATION OF ANIMALS AND POULTRY

PART 74—SCABIES IN SHEEP

Interstate Movement

Pursuant to the provisions of sections 4 through 7 of the Act of May 29, 1884, as amended, sections 1 and 2 of the Act of February 2, 1903, as amended, and sections 1 through 4 of the Act of March 3, 1905, as amended, and the Act of July 2, 1962 (21 U.S.C. 111–113, 115, 117, 120, 121, 123–126, 134–134h), §§ 74.2(a) and 74.3(a) of Part 74, Subchapter C, Chapter I, Title 9, Code of Federal Regulations, as amended, are hereby revised to read as follows:

§ 74.2 Designation of free and infected areas.

(a) Notice is hereby given that sheep in the following States, Territories, and District, or parts thereof as specified, are not known to be infected with scabies, and such States, Territories, District, and parts thereof, are hereby designated as free areas:

(1) Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pensylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Virgin Islands of the United States, Washington, West Virginia, Wisconsin and Wyoming; and

(2) All counties in Illinois except DeKalb and Lake.

* * * * *

§ 74.3 Designation of eradication areas.

(a) Notice is hereby given that sheep in the counties of DeKalb and Lake, in the State of Illinois, are being handled systematically to eradicate scabies in sheep, and such counties are hereby designated as eradication areas.

(Secs. 4–7, 23 Stat. 32, as amended, secs. 1, 2, 32 Stat. 791–792, as amended, secs. 1–4, 33 Stat. 1264, as amended, 1265, as amended, 76 Stat. 129–132; 21 U.S.C. 111–113, 115, 117, 120, 121, 123–126, 134–134h; 29 F.R. 16210, as amended)

Effective date. The foregoing revision shall become effective upon issuance.

The revision adds the State of Iowa to the list of free areas and deletes such State from the list of infected and eradication areas as sheep scabies is no longer known to exist in Iowa. After the effective date of this revision, the restrictions pertaining to the interstate movement of sheep from or into infected and eradication areas, as contained in 9 CFR Part 74, as amended, will not apply to Iowa. However, the restrictions in said Part 74 pertaining to the interstate movement of sheep from or into free areas will apply to such State.

The revision relieves certain restrictions presently imposed and must be made effective promptly to be of maximum benefit to persons subject to the restrictions which are relieved. Accordingly, under the administrative procedure provisions of 5 U.S.C., section 553, it is found upon good cause that notice and other public procedure with respect to the revision are impracticable and contrary to the public interest, and good cause is found for making the revision effective less than 30 days after publication hereof in the FEDERAL REGISTER.

Done at Washington, D.C., this 7th day of June 1967.

E. P. REAGAN,
Acting Deputy Administrator, Agricultural Research Service.

[F.R. Doc. 67-6682; Filed, June 13, 1967; 8:52 a.m.]

Title 12—BANKS AND BANKING

Chapter II—Federal Reserve System

SUBCHAPTER A—BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

PART 264—RULES REGARDING DELEGATION OF AUTHORITY

1. Effective July 1, 1967, Part 264 is added.

2a. This part is promulgated pursuant to and in accordance with the provisions of section 11(k) of the Federal Reserve Act (12 U.S.C. 248(k)), which became effective November 5, 1966. The new rules are designed to provide a more expeditious means for the performance of certain of the Board's bank supervisory functions and to improve its overall efficiency in fulfilling its statutory responsibilities.

b. The provisions of section 553 of Title 5, United States Code, relating to notice and public participation and to deferred effective dates, were not followed in connection with the adoption of this part, because the rules contained therein are procedural in nature and accordingly do not constitute substantive rules subject to the requirements of such section.

3. The new part is set forth below.

Dated at Washington, D.C., this 5th day of June 1967.

By order of the Board of Governors.

[SEAL] MERRITT SHERMAN, *Secretary.*

Sec.
264.1 Delegation of functions generally.
264.2 Specific functions delegated.
264.3 Review of action at delegated level.

AUTHORITY: The provisions of this Part 264 issued under sec. 11(k) of the Federal Reserve Act (12 U.S.C. 248(k)).

§ 264.1 Delegation of functions generally.

Pursuant to the provisions of section 11(k) of the Federal Reserve Act (12 U.S.C. 248(k)), the Board of Governors of the Federal Reserve System delegates authority to exercise those of its functions described in this part, subject to the limitations and guidelines herein prescribed. The Chairman of the Board of Governors assigns the responsibility for the performance of such delegated functions to the persons herein specified. A delegee may submit any matter to the Board for determination if he considers such submission appropriate because of the importance of complexity of the matter.

§ 264.2 Specific functions delegated.

(a) The Secretary of the Board (or, in his absence, the Acting Secretary) is authorized:

(1) Under the provisions of Part 261 of this chapter, to make available, upon request, information in the records of the Board.

(2) Under the provisions of section 4(b) of the Federal Deposit Insurance Act (12 U.S.C. 1814(b)), to certify to the Federal Deposit Insurance Corporation that, with respect to the admission of a State-chartered bank to Federal Reserve membership, the factors specified in section 6 of that Act (12 U.S.C. 1816) were considered.

(b) The General Counsel of the Board (or, in his absence, the Acting General Counsel) is authorized:

(1) Under the provisions of section 2 (g) of the Bank Holding Company Act (12 U.S.C. 1841(g)), to determine whether a company that transfers shares to any of the types of transferees specified therein is incapable of controlling the transferee.

(2) Under the provisions of section 4 (c)(8) of the Bank Holding Company Act (12 U.S.C. 1843(c)), to determine that a company engaged in activities of a financial, fiduciary, or insurance nature falls within the exemption described therein permitting retention or acquisition of control thereof by a bank holding company.

(3) Under the provisions of sections 1101–1103 of the Internal Revenue Code (26 U.S.C. 1101–1103), to make certifications (prior and final) for Federal tax purposes with respect to distributions pursuant to the Bank Holding Company Act.

(c) The Director of the Division of Examinations (or, in his absence, the Acting Director) is authorized:

(1) Under the provisions of the seventh paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 325), to select or to approve the appointment of Federal Reserve bank examiners, assistant examiners, and special examiners.

(2) Under the provisions of the 19th paragraph of section 25(a) of the Federal Reserve Act (12 U.S.C. 625) and § 211.9 (e) of this chapter (Regulation K), to require submission and publication of reports by an "Edge Act" corporation.

(3) Under the provisions of section 5 of the Bank Holding Company Act (12 U.S.C. 1844), after having received clearance from the Bureau of the Budget (where necessary) and in accordance with the law of Administrative Procedure (5 U.S.C. 553), to promulgate registration, annual report, and other forms for use in connection with the administration of such Act.

(4) Under the provisions of section 12 (g) of the Securities Exchange Act (15 U.S.C. 781(g)):

(i) To accelerate the effective date of a registration statement filed by a member State bank with respect to its securities;

(ii) To accelerate termination of the registration of such a security that is no longer held of record by 300 persons; and

(iii) To extend the time for filing a registration statement by a member State bank.

(5) Under the provisions of section 12 (d) of the Securities Exchange Act (15 U.S.C. 781(d)), to accelerate the effective date of an application by a member State bank for registration of a security on a national securities exchange.

(6) Under the provisions of section 12 (f) of the Securities Exchange Act (15 U.S.C. 781(f)), to issue notices with respect to an application by a national securities exchange for unlisted trading privileges in a security of a member State bank.

(7) Under the provisions of section 12(h) of the Securities Exchange Act (15 U.S.C. 781(h)), to issue notices with respect to an application by a member State bank for exemption from registration.

(8) Under the provisions of § 206.5 (f) and (i) of this chapter (Regulation F), to permit the mailing of proxy and other soliciting materials by a member State bank before the expiration of the time prescribed therein.

(9) Under the provisions of §§ 206.41, 206.42, and 206.43 (Instructions as to Financial Statements 9, 4, and 3, respectively) of this chapter (Regulation F), to permit the omission of financial statements from reports by a member State bank and/or to require other financial statements in addition to, or in substitution for, the statements required therein.

(d) The Director of the Division of Bank Operations (or, in his absence, the Acting Director) is authorized:

(1) Under the provisions of the 16th paragraph of section 4 of the Federal Reserve Act (12 U.S.C. 304), to classify member banks for the purposes of electing Federal Reserve bank class A and class B directors, giving consideration to (i) the statutory requirement that each of the three groups shall consist as nearly as may be of banks of similar capitalization and (ii) the desirability that every member bank have the opportunity to vote for a class A or a class B director at least once every 3 years.

(2) Under the provisions of the third paragraph of section 16 of the Federal Reserve Act (12 U.S.C. 413), to apportion credit among the Reserve banks for unfit notes that are destroyed, giving consideration to the net number of notes of each denomination that were issued by each Reserve bank during the preceding calendar year.

(3) Under the provisions of section 19(b) of the Federal Reserve Act (12 U.S.C. 461) and § 204.2(a)(2) of this chapter (Regulation D), to permit a member bank in a reserve city to maintain reserves at the ratios prescribed for banks not in reserve cities, except a bank with demand deposits larger than the amount of demand deposits of the largest bank in the city that is permitted to maintain reserves at such lower ratio, giving consideration to factors such as the amount of the bank's resources, total deposits, demand deposits, demand deposits owing to banks, types of depositors and borrowers, turnover of demand deposits, geographical location within the city, and competitive position with relation to other banks in the city.

(e) The Director of the Division of Personnel Administration (or, in his absence, the Acting Director) is authorized, under the provisions of the 21st paragraph of section 4 of the Federal Reserve Act (12 U.S.C. 306), to approve the appointment of assistant Federal Reserve agents (including representatives and alternate representatives of such agents).

(f) Each Federal Reserve Bank is authorized, as to member banks or other indicated organizations headquartered in its district:

(1) Under the provisions of the third paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 321), section 5155 of the Revised Statutes (12 U.S.C. 36), and § 208.8 of this chapter (Regulation H), to permit a State member bank to establish a domestic branch if:

(i) The bank's capitalization is adequate in relation to the character and condition of its assets and to its deposit liabilities and other corporate responsibilities, including the volume of its risk assets and of its marginal and inferior quality assets, all considered in relation to the strength of its management;

(ii) The bank's management is adequate to all of its responsibilities, has the ability to cope successfully with exist-

ing or foreseeable problems, and has sufficient depth to staff the proposed branch without any significant deterioration in the overall management situation;

(iii) The convenience and needs of the community will be better served if the proposed branch is established;

(iv) The establishment of the proposed branch will not tend to create an undesirable competitive situation (either actual or potential);

(v) There are good prospects for profitable operations of the proposed branch within a reasonable time, and the bank's earnings are adequate to sustain the operational losses of the proposed branch until it becomes profitable;

(vi) The bank's investment in bank premises after the expenditure for the proposed branch will be reasonable;

(vii) Counsel for the Reserve bank considers that establishment of the branch would be in conformity with the provisions of section 5155 of the Revised Statutes and section 208.8 of this chapter; and

(viii) The establishment of the proposed branch has been approved by the appropriate State authority.

(2) Under the provisions of the sixth paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 324) and the provisions of section 5199 of the Revised Statutes (12 U.S.C. 60), to permit a State member bank to declare dividends in excess of net profits for the calendar year combined with its retained net profits of the preceding two years, less any required transfers to surplus or a fund for the retirement of any preferred stock, if:

(i) The bank's capitalization is adequate in relation to the character and condition of its assets and to its deposit liabilities and other corporate responsibilities, including the volume of its risk assets and of its marginal and inferior quality assets, all considered in relation to the strength of its management; and

(ii) After payment of the proposed dividend, the bank's capitalization would still be adequate in accordance with such considerations.

(3) Under the provisions of the 10th paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 328), to waive 6 months' notice by a bank of its intention to withdraw from Federal Reserve membership.

(4) Under the provisions of the 11th paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 329), to permit a State member bank to reduce its capital stock if its capitalization thereafter will be:

(i) In conformity with the requirements of Federal law, and

(ii) Adequate in relation to the character and condition of its assets and to its deposit liabilities and other corporate responsibilities, including the volume of its risk assets and of its marginal and inferior quality assets, all considered in relation to the strength of its management.

(5) Under the provisions of the seventeenth paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 334), to extend the time, for good cause shown, within which an affiliate of a State member bank must file reports.

(6) Under the provisions of the seventh paragraph of section 13 of the Federal Reserve Act (12 U.S.C. 372), to permit a member bank to accept commercial drafts in an aggregate amount at any one time up to 100 percent of its capital and surplus.

(7) Under the provisions of section 24A of the Federal Reserve Act (12 U.S.C. 371d), to permit a State member bank to invest in bank premises in an amount in excess of its capital stock, if:

(i) The bank's capitalization is adequate in relation to the character and condition of its assets and to its deposit liabilities and other corporate responsibilities, including the volume of its risk assets and of its marginal and inferior quality assets, all considered in relation to the strength of its management; and

(ii) Upon completion of the proposed investment, the bank's aggregate investment (direct and indirect) in bank premises plus the indebtedness of any wholly owned bank premises subsidiary will not exceed 40 percent of its total capital funds (including capital notes and debentures) plus valuation reserves.

(8) Under the provisions of the ninth paragraph of section 25(a) of the Federal Reserve Act (12 U.S.C. 615), to extend the time in which an "Edge Act" corporation must divest itself of stock acquired in satisfaction of a debt previously contracted.

(9) Under the provisions of the 22d paragraph of section 25(a) of the Federal Reserve Act (12 U.S.C. 628), to extend the period of corporate existence of an "Edge Act" corporation.

(10) Under the provisions of section 5(a) of the Bank Holding Company Act (12 U.S.C. 1844(a)), to extend the time within which a bank holding company must file a registration statement.

(11) Under the provisions of section 4(a) of the Bank Holding Company Act (12 U.S.C. 1843(a)), to extend the time within which a bank holding company must divest itself of interests in nonbanking organizations.

(12) Under the provisions of section 4(c)(2) of the Bank Holding Company Act (12 U.S.C. 1843(c)), to extend the time within which a bank holding company must divest itself of interests in a nonbanking organization acquired in satisfaction of a debt previously contracted.

(13) Under the provisions of section 5(c) of the Bank Holding Company Act (12 U.S.C. 1844(c)), to require reports under oath to determine whether a company is complying with the provisions of such Act and the Board's regulations promulgated thereunder.

§ 264.3 Review of action at delegated level.

Any action taken at a delegated level shall be subject to review by the Board only if such review is requested by a member of the Board either on his own initiative or on the basis of a petition for review by any person claiming to be adversely affected by the action. Any such petition for review must be received by the Secretary of the Board not later than the fifth day after the date of such action. Notice of any such review shall be given to the person with respect to whom such action was taken and be received by such person not later than the close of the tenth day following the date of such action. Upon receipt of such notice, such person shall not proceed further in reliance upon such action until he is notified of the outcome of review thereof by the Board.

[F.R. Doc. 67-6606; Filed, June 13, 1967; 8:46 a.m.]

Title 18—CONSERVATION OF POWER AND WATER RESOURCES

Chapter I—Federal Power Commission

[Docket No. R-325; Order 348]

PART 2—GENERAL POLICY AND INTERPRETATIONS

Hydroelectric Developments; Conditions in Preliminary Permits and Licenses; List of and Citations to P and L Forms

JUNE 7, 1967.

From time to time the Commission adopts sets of standardized conditions for inclusion in given classes of preliminary permits or licenses issued under Part I of the Federal Power Act. For ease of reference the sets are designated as "Forms" and although they are not binding regulations, and may be departed from in particular cases, the Commission normally adheres to them, as a matter of general policy, in issuing subsequent permits or licenses in similar circumstances. In order that the public be advised of these policies, the Commission publishes and disseminates the orders prescribing such forms when issued and includes them in the printed volumes of the FPC reports. It is also necessary and appropriate in the administration of the Federal Power Act and the Administrative Procedure Act to facilitate convenient public reference to such forms by listing the forms and their citations in the rules and regulations of the Commission which are codified in the Code of Federal Regulations.

Accordingly, the Commission orders: Part 2, Chapter I, Title 18 of the Code of Federal Regulations is amended by adding the following new section:

§ 2.9 Conditions in preliminary permits and licenses—list of and citations to "P–" and "L–" Forms.

(a) The Commission has approved several sets of standard conditions for normal inclusion in preliminary permits or licenses for hydroelectric developments. In a special situation, of course, the Commission in issuing a permit or license for a project will modify or eliminate a particular article (condition). For reference purposes the sets of conditions are designated as "Forms"—those for preliminary permits are published in

Form P–1, and those for licenses are published in Form L's. There are different Form L's for different types of licenses, and the forms have been revised from time to time. Thus at any given time there will be several series of standard forms applicable to the various vintages of different types of licenses. The forms and their revisions are published in the Federal Power Commission reports and citations thereto are listed below.

(b) New or revised forms may be approved after preparation of this list (which is up to date as of May 25, 1967) and consequently do not appear herein. Any forms currently in use, including those which have not yet appeared in the FPC reports, may be obtained from the Office of Public Information, Federal Power Commission, 441 G Street NW., Washington, D.C. 20426.

(c) Within each of the categories, the last-listed form is the one in use at the date of preparation of the list. The dates in the list are the issuance date of the license order with which the particular form was first published in the FPC reports.

P–1: Preliminary Permit for Project, 11 FPC 699 (Dec. 2, 1952), 16 FPC 1303 (Dec. 4, 1956).

L–1: Constructed Major Projects Affecting Lands of the United States, 12 FPC 1262 (Sept. 25, 1953), 32 FPC 71 (Apr. 1, 1964).

L–2: Unconstructed Major Projects Affecting Lands of the United States, 12 FPC 1137 (Aug. 7, 1953), 17 FPC 62 (Jan. 18, 1957), 31 FPC 528 (Mar. 10, 1964).

L–3: Constructed Major Projects Affecting Navigable Waters of the United States, 12 FPC 836 (Feb. 6, 1953), 17 FPC 385 (Mar. 4, 1957), 30 FPC 1658 (Nov. 1, 1963), 32 FPC 1114 (Oct. 15, 1964), 36 FPC ——— (Dec. 6, 1966), Central Maine Power Co., Project 2519.

L–4: Unconstructed Major Projects Affecting Navigable Waters of the United States, 16 FPC 1284 (Nov. 29, 1956), 32 FPC 839 (Sept. 21, 1964).

L–5: Constructed Major Projects Affecting Navigable Waters and Lands of the United States, 12 FPC 1329 (Oct. 23, 1953), 17 FPC 110 (Jan. 31, 1957).

L–6: Unconstructed Major Projects Affecting Navigable Waters and Lands of the United States, 12 FPC 1271 (Sept. 29, 1953), 16 FPC 1121 (Oct. 29, 1956), 31 FPC 284 (Feb. 5, 1964), 34 FPC 1114 (Oct. 7, 1965).

L–7: Minor Projects Affecting Lands of the United States, 12 FPC 911 (Mar. 30, 1953), 17 FPC 486 (Apr. 2, 1957).

L–8: Minor-Part Projects (Transmission Line), 12 FPC 1017 (June 12, 1953).

L–9: Constructed Minor Project Affecting Navigable Waters of the United States, 32 FPC 577 (Aug. 10, 1964).

L–10: Constructed Major Projects Affecting the Interests of Interstate or Foreign Commerce, 37 FPC ——— (May 9, 1967) Duke Power Co., Project No. 2465.

L–11: Unconstructed Major Projects Affecting the Interests of Interstate or Foreign Commerce, 34 FPC 602 (Aug. 26, 1965), 36 FPC ——— (Sept. 26, 1966) Duke Power Co., Project 2503.

L–12: Constructed Minor Projects Affecting the Interests of Interstate or Foreign Commerce, 35 FPC ——— (June 3, 1966) Central Vermont Public Service Corp., Project 2487.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67–6605; Filed, June 13, 1967; 8:45 a.m.]

[Docket No. R–321; Order 344–A]

PART 260—STATEMENTS AND REPORTS (SCHEDULES)

Reports by Natural Gas Companies of Curtailments of Service to Industrial Customers

JUNE 7, 1967.

Order No. 344, issued in this proceeding on May 2, 1967 (37 FPC ———, 32 F.R. 7051), revised the supplementary schedule 520A to Annual Report FPC Form No. 2 by, among other things, changing the heading of the schedule to "Curtailments of Field and Main Line Industrial Customers". Since paragraph (c) of § 260.1 lists the headings of the schedules contained in the report form, it should have been amended so as to correctly list the revised heading of the schedule. We are here supplying the inadvertent omission.

The Commission finds: Notice of this amendment prior to adoption is unnecessary and good cause exists for making it effective immediately.

The Commission, acting pursuant to the provisions of the Natural Gas Act, as amended, particularly sections 10 and 16 thereof (52 Stat. 826, 830; 15 U.S.C. 717i, 717o), orders:

(A) Section 260.1(c), Subchapter G, Chapter I of Title 18 of the Code of Federal Regulations, is amended by revising the line "Curtailments of Main Line Industrial Customers" therein appearing to read:

Curtailments of Field and Main Line Industrial Customers.

(Secs. 10, 16, 52 Stat. 826, 830; 15 U.S.C. 717i, 717o)

(B) The amendment here adopted shall be effective upon the issuance of this order.

(C) The Secretary shall cause prompt publication of this order to be made in the FEDERAL REGISTER.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67–6604; Filed, June 13, 1967; 8:45 a.m.]

Title 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 121—FOOD ADDITIVES

Subpart D—Food Additives Permitted in Food for Human Consumption

Subpart F—Food Additives Resulting From Contact With Containers or Equipment and Food Additives Otherwise Affecting Food

4-HYDROXYMETHYL-2,6-DI-TERT-BUTYLPHENOL

The Commissioner of Food and Drugs, having evaluated the data in a petition (FAP 3A0907) filed by Shell Chemical Co., a Division of Shell Oil Co., 50 West 50th Street, New York, N.Y. 10020, and other relevant material, has concluded that the food additive regulations should be amended to provide for the safe use of 4-hydroxymethyl-2,6-di-*tert*-butylphenol as an antioxidant in food and in the production of articles for food-contact use. Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1)) and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (21 CFR 2.120), Part 121 is amended by adding a new section each to Subparts D and F, as follows:

§ 121.1208 4-Hydroxymethyl-2,6-di-*tert*-butylphenol.

The food additive 4-hydroxymethyl-2,6-di-*tert*-butylphenol may be safely used in food in accordance with the following prescribed conditions:

(a) The additive has a solidification point of 140° C.–141° C.

(b) The additive is used as an antioxidant alone or in combination with other permitted antioxidants.

(c) The total amount of all antioxidants added to such food shall not exceed 0.02 percent of the oil or fat content of the food, including the essential (volatile) oil content of the food.

§ 121.2508 4-Hydroxymethyl-2,6-di-*tert*-butylphenol.

4-Hydroxymethyl-2,6-di-*tert*-butylphenol may be safely used as an antioxidant in articles intended for use in contact with food, in accordance with the following prescribed conditions:

(a) The additive has a solidification point of 140° C.–141° C.

(b) The concentration of the additive and any other permitted antioxidants in the finished food-contact article does not exceed a total of 0.5 milligram per square inch of food-contact surface.

Any person who will be adversely affected by the foregoing order may at any time within 30 days from the date of its publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington, D.C. 20201, written objections thereto, preferably in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

Effective date. This order shall become effective on the date of its publication in the FEDERAL REGISTER.

(Sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1))

Dated: June 6, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-6673; Filed, June 13, 1967; 8:51 a.m.]

PART 121—FOOD ADDITIVES

Subpart F—Food Additives Resulting From Contact With Containers or Equipment and Food Additives Otherwise Affecting Food

ADHESIVES

The Commissioner of Food and Drugs, having evaluated the data in a petition (FAP 7B2145) filed by E. I. du Pont de Nemours & Co., Inc., Wilmington, Del. 19898, and other relevant material, has concluded that the food additive regulations should be amended to provide for the use of an additional optional substance, as set forth below, in the formulation of food-packaging adhesives. Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1)) and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (21 CFR 2.120), § 121.2520(c)(5) is amended by alphabetically inserting in the list of substances a new item, as follows:

§ 121.2520 Adhesives.

* * * * * *

(c) * * *

(5) * * *

COMPONENTS OF ADHESIVES

Substances	*Limitations*
* * *	* * *
Polyvinyl alcohol modified so as to contain not more than 3 weight percent of comonomer units derived from 1-alkenes having 12 to 20 carbon atoms.	----------
* * *	* * *

Any person who will be adversely affected by the foregoing order may at any time within 30 days from the date of its publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington, D.C. 20201, written objections thereto, preferably in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

Effective date. This order shall become effective on the date of its publication in the FEDERAL REGISTER.

(Sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1))

Dated: June 6, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-6672; Filed, June 13, 1967; 8:51 a.m.]

Title 28—JUDICIAL ADMINISTRATION

Chapter I—Department of Justice

[Memo No. 524]

PART 0—ORGANIZATION OF THE DEPARTMENT OF JUSTICE

Subpart O—Administrative Division

DELEGATION OF AUTHORITY REGARDING PERSONNEL AND ADMINISTRATIVE MATTERS

JUNE 8, 1967.

This memorandum shall be published as an amendment to the Appendix of Subpart O of Part 0 of Chapter I of Title 28 of the Code of Federal Regulations.

Under and by virtue of the authority vested in me by §§ 0.84 and 0.159 of Title 28 of the Code of Federal Regulations, I hereby delegate to the First Assistant, Administrative Division, and the Director of Personnel, the authority conferred upon me by the following described sections of that title:

Section 0.77(f)—Experts, consultants, temporary employment.
Section 0.136—Employment, position classification, separation, and general administration of personnel.

The authority hereby conferred upon the First Assistant, Administrative Division and the Director of Personnel may be redelegated by them, respectively, to any of their subordinates.

The provisions of this memorandum shall be effective on the date of publication in the FEDERAL REGISTER.

ERNEST C. FRIESEN, JR.
Assistant Attorney General for Administration.

[F.R. Doc. 67-6613; Filed, June 13, 1967; 8:46 a.m.]

Title 45—PUBLIC WELFARE

Chapter VIII—United States Civil Service Commission

PART 801—VOTING RIGHTS PROGRAM

Appendix A; Mississippi

Appendix A to Part 801 is amended as set out below to show, under the heading, "Dates, Times, and Places for Filing," one additional place for filing in Mississippi:

MISSISSIPPI

County; place for filing; beginning date.

* * * * *

Sharkey; Rolling Fork—102 Elm Street; June 14, 1967.

(Secs. 7, 9, Voting Rights Act of 1965; Pub. Law. 89-110)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6764; Filed, June 13, 1967; 10:40 a.m.]

Title 46—SHIPPING

Chapter IV—Federal Maritime Commission

[General Order 4, Amdt. 12; Docket No. 67-22]

PART 510—LICENSING OF INDEPENDENT OCEAN FREIGHT FORWARDERS

Subpart A—General

REVOCATION OR SUSPENSION OF LICENSES

On March 28, 1967, the Federal Maritime Commission published in the FEDERAL REGISTER (32 F.R. 4579) notice of a proposed amendment to § 510.9 of the Commission's General Order 4 (46 CFR 510.9). Comments were invited.

The proposed amendment would provide for automatic revocation or suspension of an ocean freight forwarder's license for failure of a licensee to maintain a valid surety bond on file with the Commission. The proposed amendment also would establish a procedure whereby the Commission will, upon receipt of notice of cancellation of any bond, notify the licensee in writing that his license will automatically be suspended or revoked, effective on the bond cancellation date, unless a new or reinstated bond is submitted to and approved by the Commission prior to such date.

Opponents of the proposal have suggested that the adoption of such a rule would be a violation of section 44(d) of the Shipping Act, 1916 (Act). Section 44(d) states that a license may:

* * * on the Commission's own initiative, after notice and hearing, be suspended or revoked for willful failure to comply with any provision of this Act, or with any lawful order, rule, or regulation of the Commission promulgated thereunder.

It is suggested that section 44(d) requires notice and hearing prior to revocation of a license for failure to maintain a bond on file, and that since the proposed rule does not contemplate a hearing it would be violative of section 44(d).

The hearing requirement of section 44(d), however, is not applicable to license revocations for failure to maintain a valid bond on file. Section 44(c) of the Act pertains to bond requirements and specifically provides:

* * * no such license shall be issued or remain in force unless such forwarder shall have furnished a bond or other security approved by the Commission * * *.

This statutory language is specifically worded to cover not only initial licensing of forwarders but also their continued licensing by the Commission and provides that the license be terminated or suspended upon cancellation of the surety bond. Unless the license is terminated on the same date the bond is cancelled, the forwarder will be operating in contravention of this statute in that he does not have the required bond even though he does have a forwarder's license.

While section 44(d) requires a hearing prior to revocation, such requirement is meant to apply to revocation for failure to meet the statutory requirements that the forwarder be fit, willing, and able to carry on the business of forwarding. Whether these conditions are met are matters of fact or judgment, a determination of which may require a hearing. Whether or not a licensee maintains a valid bond on file involves no question of fact. Therefore, licensee will not be prejudiced by lack of opportunity to be heard. The statute requires a bond and if licensee fails to maintain a valid bond the license may not remain in force.

It is also suggested that the proposed rule is contrary to sections 5 and 9 of the Administrative Procedure Act. These provisions refer to procedures to be followed when a hearing is required, and to imposition of sanctions unauthorized by law. Since there is no statutory requirement for a hearing in an instance covered by this rule, and since the rule contemplates no sanction unauthorized by law, the above-mentioned provisions of the Administrative Procedure Act will not be violated by the promulgation of this rule.

Therefore, pursuant to section 4 of the Administrative Procedure Act (5 U.S.C. 553), sections 43 and 44 of the Shipping Act, 1916 (46 U.S.C. 841 (a), (b); 75 Stat. 522, 766), § 510.9 of Title 46 CFR is hereby amended by the addition of the following provisos at the end thereof:

§ 510.9 Revocation or suspension of licenses.

* * * * *

Provided, however, That no license shall remain in force unless a valid surety bond is maintained on file with the Commission. A license will be automatically suspended or revoked, without hearing or other proceeding, for failure of a licensee to maintain a valid surety bond on file. The Commission, upon receipt of notice of cancellation of any bond, will notify the licensee in writing that his license will automatically be suspended or revoked, effective on the bond cancellation date, unless a new or reinstated bond is submitted to and approved by the Commission prior to such date:

Provided further, That notice of each suspension or revocation effected pursuant to this section shall be published in the FEDERAL REGISTER.

Effective date. This amendment shall become effective 30 days following the date of publication in the FEDERAL REGISTER.

By the Commission.

[SEAL] THOMAS LISI, *Secretary.*

[F.R. Doc. 67-6651; Filed, June 13, 1967; 8:49 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Docket No. 17095; FCC 67-664]

PART 73—RADIO BROADCAST SERVICES

FM Broadcast Stations; Table of Assignments

In the matter of amendment of § 73.202 *Table of assignments,* FM Broadcast Stations, (Port Jervis, N.Y., Rockville, Ind., Waynesville, Mo., Roanoke Rapids and Goldsboro, N.C., Thibodaux, La., Crossville, Tenn., Danville, Ill., Lincoln and Omaha, Nebr., Clinton, Okla., Phoenix, Ariz., Fresno, Calif., San Antonio, San Marcos, Kenedy-Karnes, Georgetown, and Burnet, Tex., Columbus, Nebr., Salt Lake City, Utah, Bemidji, Minn., Longview, Wash., and Astoria, Oreg.), Docket No. 17095, RM-1065, RM-1078, RM-995, RM-1034, RM-1043, RM-1051, RM-1059, RM-1061, RM-1062, RM-1066, RM-1067, RM-1071, RM-1073, RM-1074, RM-1075.

Second report and order. 1. In a first report and order issued on April 14, 1967, all the petitions for rule making considered in the above-entitled matters were disposed of with the exception of RM-1034 (Roanoke Rapids, N.C.), RM-1043 (Thibodaux, La.), RM-1051 (Crossville, Tenn.), RM-1065 (Port Jervis, N.Y.), and RM-1066 (Phoenix, Ariz.). The determinations made herein dispose of four of the remaining petitions, as follows (all population figures are 1960 U.S. Census figures unless otherwise indicated):[1]

2. RM-1066: Phoenix, Arizona: In a petition filed on November 16, 1966, Arizona Stereocasters Inc. (Arizona), prospective applicant for a new FM station in Phoenix, Ariz., filed a petition for an additional Class C channel in Phoenix (278) by deleting it from Sun City, with or without a replacement (300). In view of the small size of Sun City and its closeness to Phoenix, our notice invited comments on the alternative which did not replace the Channel 278 assignment, as follows:

City	Channel No.	
	Present	Proposed
Phoenix, Ariz.	233, 238, 245, 254, 268, 273.	233, 238, 245, 254, 268, 273, 278.
Sun City, Ariz.	278, 292A	292A.

3. Sun City is an unincorporated community with a population of 2,000 persons according to a commercial atlas and marketing guide. Petitioner estimates its population as 9,800 but gives no authority for the figure. It is about 16 miles northwest of Phoenix. There are no AM stations in the community and no applications have been filed for either Channel 278 or 292A presently assigned to it.[2] Phoenix has a population of 439,170 and its Standard Statistical Metropolitan Area has a population of 663,510. There are six Class C channels assigned to it and all are occupied.

4. Petitioner states that Sun City does not have the economic potential to support two FM stations, that it receives service from the majority of Phoenix stations, and that Phoenix is one of the most rapidly growing cities in the country. It urges that the proposed additional assignment to Phoenix would provide the area with an additional local outlet and added diversity of programming without adversely affecting other assignments. It further states that Phoenix is the county seat of Maricopa County as well as the State Capital, that the population within the city limits has increased over 65,000 persons from 1960 to 1965, and that the retail sales in the county totaled $1,425,902,000 in the year 1965, about 75 percent of which is credited to sales in the city itself. Thus, petitioner urges that Phoenix needs and can support another FM station.

5. One opposition and one counterproposal were filed in this case. Arizona FM, Inc. licensee of Station KRFM, Phoenix (KRFM) not associated with an AM station, submits that another FM channel in the Phoenix market will threaten the economic viability of existing Phoenix area FM stations with the result that greater losses will be sustained by these stations and the service to the public will thereby be limited. This party concedes that the proposal will not exceed the guidelines for number of FM assignments, but urges that adding an FM station to a market having 38 broadcast outlets (AM, FM and TV) will result in fragmentation of the potential audience and thus will result in less support for FM as a whole. Finally, the opponent contends that the market cannot support the existing FM outlets and cites the 1965 figure of $3,529,490 for the total broadcast revenue of Phoenix radio stations (excluding independently operated FM stations). It also includes an affidavit from four Phoenix FM stations (KRFM and the other independent and two asso-

[1] RM-1034 is the sole remaining petition to be considered.

[2] A station previously operated on Channel 292A.

ciated with AM stations) stating that the total 1965 Phoenix-area FM station revenue was estimated to be less than $100,000.

6. The counterproposal was filed by Buck Owens Broadcasting, Inc. (KYND), proposed assignee of the license of Station KYND(AM), Tempe, Ariz., and requests the assignment of either Channel 278 or 300 to Tempe, Ariz. Tempe has a population of 24,897 and is located about 8 miles east-southeast of Phoenix and is in its urbanized area. It has two AM stations, one of which is an unlimited time operation, and a Class C assignment and station (Channel 250). Owens urges that the assignment requested would provide a competitive outlet for which KYND, a daytime-only station, would file an application. KRFM opposes the KYND proposal for a Class C assignment in Tempe also, on the grounds that it would cause increased burdens on the already "over-extended Phoenix market" and that the Phoenix area, with 11 Class C assignments, has already passed the saturation point. It suggests that in the event KYND is actually interested in providing a local competitive service, a Class A assignment would be sufficient for this purpose.

7. In reply to the KYND counterproposal for a channel at Tempe, Ariz., states that it does not take any position with respect to the request for Channel 300 at Tempe but contends that Channel 278 cannot be assigned to Tempe in view of the short-spacing of 3 miles to the assignment of Channel 276A at Miami, Ariz.[3] As to the economic arguments against the addition of a Class C assignment to Phoenix submitted by KRFM, Arizona urges that the threatened loss of revenue of individual stations is not by itself a public interest ground for opposing an additional assignment; that there are ample precedents for the number of assignments requested in such cities as Denver (population 493,000, nine channels) and Salt Lake City and Spokane (both smaller than Phoenix and having seven channels); that the figures shown in the AM-FM Broadcast Financial Data for the years 1962 and 1965 show an increase in total Phoenix revenues with more stations reporting in the latter years; and that while KRFM asserts here that less than 38 percent of the Phoenix homes are FM-equipped, or about 90,000, its manager was quoted in 1966 as estimating 58 percent FM circulation, or 134,000 homes.[4]

8. Upon careful consideration of all the comments and proposals filed in the proceeding we are of the view that the proposal to assign Channel 278 to Phoenix would not serve the public interest and should not be adopted. This city, in addition to the six Class C FM stations, has 12 AM stations, six of which are unlimited-time operations. There are additional stations in communities nearby which also serve the city and its people. Thus, we are of the view that Phoenix has its fair and equitable share of the available FM frequencies. Our view in this matter is strengthened by the consideration which must be given to the future needs of other communities. While other parties (with the exception of KYND) did not come forward with counterproposals to assign the channels in question to other communities, we cannot predict where the future needs and demands may arise. Nor do we believe that the proponent has made a sufficient showing of need for the additional FM assignment to warrant its adoption. We are of the view that Sun City does not merit two FM assignments and are deleting Channel 278 from this community.

9. With respect to the counterproposal to assign either Channel 278 or 300 to Tempe, we do not believe that an additional wide-area assignment is warranted in a community so small and so situated with respect to a metropolitan market and urbanized area. Normally, a community like Tempe would be assigned only Class A channels. The Class C assignment presently in Tempe was in existence before the present rules and the table were adopted and operates with facilities not much greater than those permitted for a Class A assignment. There are a total of 11 Class C assignments (excluding Channel 278 proposed herein) in the vicinity of Phoenix. We do not believe that we would be warranted in assigning another Class C channel in this area without considering the future needs of other communities located at greater distances from large population centers. For these reasons we are denying the Tempe counterproposal.

10. RM-1043: Thibodaux, La: The notice proposed to assign Channel 281 as a second channel (first Class C) at Thibodaux, La. Counterproposals advanced have made this matter a choice between assigning the channel there or at Houma or Donaldsonville, La. All three of these cities are the largest communities and parish seats of their respective parishes. The 1960 U.S. Census population and AM stations and FM assignments (both in use) of these places are as follows:

Community	Population		FM channels and stations	AM stations
	City	Parish		
Thibodaux	13,463	55,381	Class A	Daytime.
Houma	22,651	60,771	Class A	Class IV.
Donaldsonville	6,082	27,927		Daytime (CP).

There are a Class A FM station and daytime-only AM station at Golden Meadow (same parish as Thibodaux but closer to Houma, about 30 miles away) and no other FM assignments or AM stations in these parishes. Thibodaux and Houma are about 45 miles west-southwest of New Orleans and respectively about 50 and 65 miles from Baton Rouge; Donaldsonville is about 57 miles west of New Orleans and 27 miles south of Baton Rouge. Donaldsonville is some 24 miles northwest of Thibodaux; Houma is some 14 miles southeast of the latter city. The proponents of the three proposals are respectively, George Authement, prospective applicant at Thibodaux and the petitioner herein, Kenneth Watkins and James L. Buquet, Jr. (W & B), prospective applicants at Houma, and Roth E. Hook, doing business as Ascension Parish Broadcasting Co. (Ascension), the AM permittee and prospective FM applicant at Donaldsonville. Comments were also filed by the Thibodaux and Houma AM-FM licensees, respectively Delta Broadcasting, Inc. (Delta), and KCIL, Inc. (KCIL). The former opposed the Thibodaux proposal and suggested alternative uses of the channel; the latter noted that use of the channel at Houma would enable KCIL-FM to increase its coverage area, and stated its intention to apply if it is assigned.

11. The proponents of the proposals make various arguments based on the size and importance of their cities and parishes, service to underserved areas, etc. Authement asserts that Thibodaux is a fast growing area with a balanced

[3] While Channel 278 at Tempe would require a site closer to Phoenix than Tempe, the "shortage" mentioned would not be a bar to the assignment of Channel 278 at Tempe since our rules permit such assignments provided sites are available from which the required spacings can be met and the required signal can be placed over the entire principal community. See section 73.208(a)(4).

[4] On Mar. 30, 1967, Arizona FM, Inc. (KRFM) filed a motion to strike portions of the reply comments filed on Mar. 17, 1967, by Arizona Stereocasters, Inc. (Arizona). KRFM states that the date for filing reply comments generally was Feb. 24, 1967, and that the extension of time to reply requested by Arizona and granted, until Mar. 17, was solely for the purpose of replying to the counterproposal of Buck Owens. KRFM urges, therefore, that all the comments directed against other comments (principally those of KRFM) should be stricken from the record and not considered. In our extension of time order issued on Feb. 24, 1967, we did not limit the purpose of the reply comments to any particular counterproposal. This has been our policy in such rule making proceedings in the past. We therefore believe it proper to accept the reply of Arizona and to consider all its contents rather than those only directed to the Buck Owens counterproposal. The motion of KRFM is therefore denied.

agricultural and fishing industry as well as oil, gas, and sulphur industries, that it contains a State college serving eight parishes, and three high schools, and it is the shopping area for about 150,000 people. Figures are cited from a commercial source to show that the 1965 estimated population of Thibodaux is 14,800 and that of Lafourche Parish is 63,400. It is urged that the community needs a second FM service to provide competition with the group which controls both the AM and FM station in the city, and to provide additional educational, religious and fraternal programs. Finally, petitioner states that a Class C assignment is needed in order to cover the entire shopping and educational area.

12. An operation of 50 kw E.R.P. and 350 ft. antenna height a.a.t. is proposed. W & B, in support of their Houma proposal, urge the greater population of Houma and its parish, and cite various statistics as to retail trade, labor force, manufacturing, civic organizations, and population growth (it is said that Houma is the fastest growing of any community over 5,000 where Channel 281 could be used, with a growth of 96 percent from 1950 to 1960 and a currently officially estimated population of 33,000). It is asserted that Houma and its parish do not have their fair share of broadcast outlets; except for two cities in the New Orleans and Shreveport metropolitan area, Houma is the largest city in Louisiana without a Class C assignment. A 50 kw E.R.P., 250-foot operation is proposed, which, it is stated would serve the parish and surrounding area of which Houma is the center.

13. Ascension, seeking Channel 281 for Donaldsonville, asserts that the city is centrally located in the middle of four parishes (Iberville, Ascension, Assumption, and St. James) which have a total population of 94,226 and no FM assignments (there is a daytime-only station at White Castle, in Iberville Parish, in addition to the daytime CP at Donaldsonville). It asserts that such a station could cover these four parishes.

14. W & B in support of their Houma proposal, urge that this would bring service to underserved areas to a greater extent than other uses of the channel. In terms of 1 mv/m or stronger signals, Donaldsonville now receives three, Thibodaux two, and Houma one or two. Assuming a station is assigned to one of these communities and employs 50 kw E.R.P. and an antenna height of 250 ft. a.a.t., it would bring a first or second 1 mv/m FM signal to the following areas and populations:

	1st 1 mv/m signal		2nd 1 mv/m signal	
	Area (square miles)	Population	Area (square miles)	Population
Houma	503	8,558	325	13,109
Thibodaux	93	336	355	15,724
Donaldsonville			125	1,324

In reply, Ascension shows that, while portions of the assumed Thibodaux and Houma areas do not presently receive a 1 mv/m FM signal, all of both of them receive at least one interference-free signal of substantial intensity (from WABF-FM, Baton Rouge) and most of both of them receive similar service from a New Orleans station. Clear channel AM station WWL also serves all of both areas. Authement, in reply to the Houma claim, asserts that the additional area which a Houma station but not a Thibodaux station would serve, to the south, is sparsely settled swampland, and that, located so as to serve more populous areas to the north and also using greater facilities, his proposed station would serve more people (300,000 compared to 200,000).

15. In the notice, we invited comments on the appropriateness of assigning a wide-coverage Class C channel to the relatively small city of Thibodaux, and on whether the facts here warrant a departure from our policy of not mixing Class A and Class C channels in the same community unless there is good reason to do so, to avoid technical disparity between competing stations. Delta, opposing the Thibodaux proposal, and Ascension, supporting the Donaldsonville assignment, urge this consideration. W & B claim that, in view of Houma's size and importance and the importance of service to "White areas", a departure from the general policy is warranted in the case of Houma. The parties urging assignment of Channel 281 to their respect communities also point out that Channel 285A could be assigned to one of the other two if an additional channel is believed warranted.

16. We are faced with a decision here as to which of three communities needs and warrants the assignment of the wide-area assignment of Channel 281, which is technically feasible in all of them. Of the three, Donaldsonville is by far the smallest (6,082) and the closest to a large population center, being located about 27 miles from Baton Rouge, which has been assigned four Class C channels. It is thus the type of community to which we would normally assign a Class A channel. While the party requesting the assignment of Channel 281 to Donaldsonville urges that it is needed to cover four parishes without local stations, no showing is made that these parishes do not now receive service from other assignments or that they would not be served by the assignment to either Thibodaux or Houma. All of them receive at least one 1 mv/m signal from Baton Rouge. We are, therefore, of the view that Channel 281 should be assigned to Thibodaux or Houma rather than Donaldsonville. Since this community does not have any nighttime local radio station (the recently granted AM station is a daytime-only operation) we are assigning Channel 285A to it.

17. As between Thibodaux and Houma (both removed from population centers), a careful consideration of all the comments and data submitted by the parties, makes us conclude that Houma is to be preferred. While Houma has a Class A station and a Class IV AM station and Thibodaux only a Class A station and a daytime-only AM station, the former is a substantially larger community and its parish is somewhat larger than that of Thibodaux (60,771 as against 55,381). While Authement submits that the population of Thibodaux has grown since the 1960 Census, it is apparent that this is also true of Houma, as noted above. As to the very important issue of "white area" coverage, as noted above, the Houma proposal would bring a first 1 mv/m signal to considerably more area and population than would a Thibodaux station. The figures are for a station with 50 kw E.R.P. and 250 feet antenna height above average terrain, which the Houma proponent considers to be reasonable facilities for a station in the markets in question. Authement states that he proposes to use 50.7 kw and an antenna height of 335 feet, but these facilities would not alter the "white areas" to any large degree. While the additional area served from Houma to the south, is largely swamp area and not densely populated, the matter of providing a first service to areas and populations is one of the prime considerations in any allocation problem and must be given great weight. The fact that the area is sparsely settled weighs in favor of Houma since the likelihood of new stations being built in such areas is probably slight. While a Thibodaux station might well serve a larger population, this is largely in areas to the north now receiving service. On balance, therefore, we believe that Houma is to be preferred over Thibodaux and that the assignment of Channel 281 to the former would serve the public interest. We are also of the view that the mixture of a Class A and C channel in this case is warranted in view of the "white area" which would be covered. We are therefore assigning Channel 281 to Houma, and, as noted above, Channel 285A to Donaldsonville.

18. RM-1051: Crossville, Tenn.: In response to a petition filed on October 20, 1966, by Millard V. Oakley Broadcasting Co., applicant for a new AM station and prospective applicant for a new FM station in Crossville, Tenn., we invited comments on the proposed addition of Channel 280A to Crossville as follows:

City	Channel No.	
	Present	Proposed
Crossville, Tenn.	257A	257A, 280A

19. Crossville, the largest community and county seat of Cumberland County, has a population of 4,668 persons. The population of the county is 19,135. There is one daytime-only AM station in Crossville, WAEW, the licensee of which also holds a construction permit for an FM station on Channel 257A. Petitioner states that Crossville has grown from 2,270 in 1950 to an estimated 6,000 in 1966, that it has diversified economy which includes truck farming, textile, rubber, and furniture industries, and that it is fast becoming "one of the finest resort areas in the State of Tennessee." Petitioner further states that it

will file an application for Channel 280A in the event it is assigned to Crossville.

20. In view of the small size of Crossville, we stated that we are not convinced that it warrants the assignment of a second Class A FM channel but that we would consider the request if it could be shown that the assignment will not preclude the use of Channel 280A and the six adjacent channels in any community which may need such an assignment in the future.

21. H. F. Lawson, permittee of WAEW-FM at Crossville and sole stockholder of the AM licensee, opposes the addition of a second Class A FM assignment to Crossville. He states that Crossville will soon be served by two radio stations and that in the event the pending AM application is granted, this small community "will have a plethora of broadcast service". He submits that Channel 280A is technically feasible in an area of 2,240 square miles including the communities of Monterey, which has a population of 2,069 persons and no local radio station or assignment, McMinnville, with a population of 9,013 and only one FM facility, and Sparta, which has a population of 4,510 persons and only one FM facility. He urges that the proposed assignment in Crossville will preclude a future assignment of this channel to any of these communities and any smaller community which may have a need for FM service in the future. It is asserted that the proposal would be contrary to two past cases where the Commission made a second assignment to the communities only upon a showing that the requested assignment or the adjacent channels could not be assigned to another community of 1,000 or more not having an assignment. The cases cited are Corbin, Ky., 2 FCC 2d 824, 7 RR 2d 1537, and Corinth, Miss., 5 FCC 2d 188, 18 RR 2d 1613.

22. In reply to the WAEW opposition, Oakley submits an engineering showing to the effect that the assignment of Channel 280A to Crossville would not preclude the assignment of any of the six adjacent channels in any area due to existing stations and assignments in other communities.[5] With respect to the area and communities in which Channel 280A would be precluded as a a result of its assignment to Crossville, petitioner contends that Crossville needs a second FM channel more than the listed communities need the assignment. It is also shown that there has been a net decrease in population for the counties involved but an increase in the county in which Crossville is located. However, Warren County, in which McMinnville is located, does show an increase even greater than Cumberland County, in which Crossville is located.

23. We have carefully considered the comments submitted in this matter and believe that we should not adopt the petitioner's request for a second FM assignment to the small community of Crossville. We stated in our notice that we would consider the request if it could be shown that the proposed assignment would not preclude the use of Channel 280A or the related adjacent channels from any community in which there might be a future need. This, the proponent has not done as far as Channel 280A is concerned. In fact, the opposition shows that the proposal could preclude the future use of Channel 280A in a large area which includes at least one community (Monterey) with no FM assignment or station and a community considerably larger than Crossville (McMinnville) with only one Class A FM assignment. While we do not wish to place restraints on competition between FM stations, we are obliged under the Act to provide for a fair and equitable distribution of available facilities. Since Crossville is in an area in which FM channels are scarce, we believe the public interest would be served by retaining Channel 280A for assignment in the future in a community which may need it more than Crossville now needs a second FM assignment. Accordingly, we are denying the request of Millard V. Oakley Broadcasting Co., contained in RM-1051, for the assignment of Channel 280A to Crossville, Tenn.

24. RM-1065: Port Jervis, N.Y.: In our notice we invited comments on a proposal advanced by Port Jervis Broadcasting Co., Inc., licensee of Station WDLC(AM), Port Jervis, N.Y., to assign 244A as a first FM assignment to Port Jervis. We noted that a site for this assignment would have to be located about 2 miles west of the community to meet all the required minimum spacings. Port Jervis, located in Orange County, where the State boundaries of New York, New Jersey, and Pennsylvania meet, has a population of 9,268 persons. Orange County has a population of 183,734. Port Jervis is neither the county seat (Goshen) nor the largest community in the county (Newburgh). It has a Class IV AM station, WDLC, licensed to petitioner, but no FM assignment.

25. Petitioner urges that there is a need for an FM assignment in the community since it is the center of a large tri-State trading area, including two towns in Pennsylvania and one in New Jersey, is located in the heart of a large resort and vacation complex, and is an important retail sales, manufacturing (30 plants) and cultural center. Its retail sales are given as over $20 million per year and savings deposits as over $56 million. In view of the limited coverage at night by WDLC, it is submitted that many important public service radio activities, such as reports of weather conditions, school closings, etc. are seriously curtailed. Since there is no possibility of extending WDLC's AM coverage (at night it is limited to a radius of from 2 to 3 miles) petitioner states that only by the use of an FM frequency can it meet its objectives. Finally, petitioner points out that Port Jervis is the largest community in the area in which Channel 244A is technically feasible.

26. Warren Broadcasting Corp., licensee of Station WCVR(AM), Washington, N.J., opposes the Port Jervis proposal and urges instead that Channel 244A be assigned to Hackettstown, N.J., some 12 miles from Washington. Warren submits that Hackettstown has a population of 5,276 persons and that Warren County, in which both Washington and Hackettstown are located, has a population of 63,220 persons,[6] that neither Hackettstown nor Warren County have a full-time radio station since WCVR operates daytime-only, and that Channel 244A is the only channel which can be assigned to Hackettstown or in the county in conformance with the required minimum spacings. It asserts also that Warren County, is due for a dramatic population growth in view of two major interstate highways under construction, a proposed global jetport adjacent to Warren County, and the proposed Water Gap Recreational Area, expected to be one of the largest recreational areas in the country. Warren points out that the population of Hackettstown has increased about 35.5 percent between 1950 and 1960 while that of Port Jervis has shown a decline in population from 1930 on. It urges that there is a great need for a full-time station in this community and in the county to provide an outlet for local programs, including news, public affairs, sports, emergency bulletins, etc., whereas Port Jervis has a full-time AM radio station to serve its local needs. A showing is made that sites are available which would meet the requirements of the rules and that there would reside within a radius of 15 miles (the approximate distance to the 1 mv/m contour for a Class A station) about 145,000 persons in the case of a Hackettstown station and only 36,000 persons in the Port Jervis case. As a result, Warren urges that the proposed assignment of the requested channel at Hackettstown for which it will apply if it is made, would more fully support the statutory and policy objectives of Section 307(b) of the Communications Act and the rules.

27. In reply to the Warren counterproposal for Hackettstown, Port Jervis urges that Port Jervis should be preferred on a number of grounds. It submits that Port Jervis is a more important trade and manufacturing center. It claims that the number of manufacturing plants in Port Jervis is 50 percent more than in Hackettstown (30 as against 20) and that the annual retail sales for 1963 was 46 percent greater ($21,920,000 as against $15 million).

28. As to other services to the areas around Port Jervis and Hackettstown, Port Jervis submits a showing as to the 710 square-mile areas within the predicted 1 mv/m contours that Class A stations at these places would have. Only three FM stations (Class A stations at Newton and Franklin, N.J. and Middleton, N.Y.) provide predicted 1 mv/m signals within the Port Jervis area, leaving 67 percent of it, including Port Jervis itself, as "white area" and another 30

[5] The time for filing reply comments in this matter was extended upon Oakley's request to Mar. 21, 1967. The reply comments were filed on Mar. 24, 1967, 3 days late. However, since the pleading was mailed in 1 day before Mar. 21, 1967, and since no party will be adversely affected by our acceptance of this reply, we are considering it herein.

[6] The county seat of Warren County is Belvidere. Its largest community is Phillipsburg, 18,502.

percent with only one such signal. Some 22 FM stations provide predicted 1 mv/m signals within the Hackettstown area, including stations at New York City and Newark, and Easton, Bethlehem, and Stroudsburg, Pa.; all of it receives at least one such signal and part receives as many as 16. Hackettstown itself receives two. As to night-time AM service to the rural areas around the two towns (0.5 mv/m), the Hackettstown area receives slightly more (a minimum of four compared to a minimum of three); and the same is true of daytime AM service from stations located within 25 miles. Port Jervis further argues that the potential growth of the Hackettstown area is based on conjecture. Thus, it contends that the volume of traffic is irrelevant to the consideration of FM channels, that the establishment of a Jet Port near the community is nebulous, and that the location of the Delaware Water Gap Recreational Area is such that service to a portion of it would be available from Port Jervis but not Hackettstown. For these reasons, Port Jervis urges that there is a greater need for the available Class A channel there than at Hackettstown.[3]

29. We have carefully considered all the comments and data submitted in this case and find it to be a close one. Weighing in favor of Hackettstown is the lack of any local AM or FM radio station outlet in the community, or full-time rural outlet in the county. However, on all other counts the weight is in favor of Port Jervis. It is the larger community, appears to be a greater industrial and business center and has many fewer radio (both FM and AM) services available to it and to the proposed service area of a Class A station. This is because of the nearness of Hackettstown to Newark, New York City, Easton, Pa., and other communities with stations in operation. While the operation of a full-time AM station in Port Jervis would normally be a minus factor, this Class IV station has a nighttime coverage of only 10 square miles and so covers a very small part of the contemplated 700 square mile coverage possible with a Class A FM channel. On balance, we are of the view that Port Jervis should be preferred for the assignment of Channel 244A. As pointed out above, the site selected for this assignment will have to be located out of the community in order to conform to all the spacing requirements.

30. Authority for the adoption of the amendments adopted herein is contained in sections 4(i), 303, and 307(b) of the Communications Act of 1934, as amended.

31. In accordance with the foregoing determinations: *It is ordered*, That effective July 17, 1967, § 73.202 of the Commission's rules, the FM Table of Assignments, is amended to read, insofar as the communities named are concerned, as follows:

City	*Channel No.*
Arizona:	
Sun City	292A
Louisiana:	
Donaldsonville	285A
Houma	281, 296A
New York:	
Port Jervis	244A

(Secs. 4, 303, 307, 48 Stat., as amended, 1066, 1082, 1083; 47 U.S.C. 154, 303, 307)

Adopted: June 7, 1967.

Released: June 9, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[1]

[SEAL] BEN F. WAPLE, *Secretary.*

[F.R. Doc. 67-6664; Filed, June 13, 1967; 8:50 a.m.]

[1] Chairman Hyde absent.

[3] On Apr. 12, 1967, Warren filed a petition to accept special pleading intended to be a reply to the reply comments of Port Jervis, filed on Mar. 31, 1967, the last day for filing reply comments in this matter. This request amounts to a request for permission to file rebuttal comments. This is normally not permitted in any rule making proceeding and we see no reason to permit it in this one. Warren claims aggrievement because its counsel allegedly received misinformation as to the date initial comments were due herein (Feb. 24); but this claim is without any merit whatsoever, especially since it was granted relief in this respect earlier, when the time for filing initial comments was extended to Mar. 10, in response to its petition. Accordingly, the Warren petition to accept special pleading filed on Apr. 12, 1967, is denied.

Proposed Rule Making

CIVIL AERONAUTICS BOARD

[14 CFR Part 243]

[Economic Regs. Docket 16477; EDR-92E]

REPORTING RESULTS OF SERVICES PERFORMED FOR DEPARTMENT OF DEFENSE

Rescheduling of Meeting

JUNE 12, 1967.

Comments submitted by various air carriers in the instant rule making proceeding, including joint comments filed by seven carriers through the Air Transport Association (ATA), had requested that an informal meeting be held between members of the Board's staff and air carrier representatives to discuss pertinent aspects of proposed Part 243 and CAB Form 243. In EDR-92D, 32 F.R. 8380, the undersigned gave notice that such a meeting would be held Monday, June 19, 1967, at the Board's offices in Washington, D.C. At the request of carrier representatives, the meeting has been rescheduled for June 23, 1967.

Accordingly, pursuant to authority delegated by the Board to the undersigned in § 385.21(b) of the Board's regulations (14 CFR 385.21(b)), notice is hereby given that the meeting between the Board's staff and interested persons, originally scheduled for Monday, June 19, will instead by held Friday, June 23, 1967, at 10 a.m., d.s.t., at the Board's offices in Room 211 Universal Building, 1825 Connecticut Avenue NW., Washington, D.C.

(Sec. 204(a), Federal Aviation Act of 1958, as amended, 72 Stat. 743; 49 U.S.C. 1324)

By the Civil Aeronautics Board.

[SEAL] ARTHUR H. SIMMS,
Associate General Counsel,
Rules and Rates Division.

[F.R. Doc. 67-6735; Filed, June 13, 1967; 8:52 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Research Service

[9 CFR Parts 101, 102, 114]

VIRUSES, SERUMS, TOXINS, AND ANALOGOUS PRODUCTS

Notice of Extension of Time To Submit Written Data, Views, or Arguments

Notice is hereby given in accordance with section 553(b) Title 5, United States Code (1966) that the time for filing data, views and arguments with respect to the proposed amendments to the regulations relating to viruses, serums, toxins, and analogous products in Parts 101, 102, and 114 of Title 9, Code of Federal Regulations, as published in the FEDERAL REGISTER on May 12, 1967 (32 F.R. 7177) is extended to July 11, 1967.

Interested persons are to submit written comments, suggestions, or objections regarding the proposed amendments to such regulations to the Veterinary Biologics Division, Federal Center Building, Hyattsville, Md. 20782.

All written submissions made pursuant to this notice will be made available for public inspection at such times and places and in a manner convenient to the public business (7 CFR 1.27(b)).

Done at Washington, D.C., this 9th day of June.

E. P. REAGAN,
Acting Deputy Administrator,
Agricultural Research Service.

[F.R. Doc. 67-6683; Filed, June 13, 1967; 8:52 a.m.]

Consumer and Marketing Service

[7 CFR Parts 1030–1032, 1038, 1039, 1051, 1062, 1063, 1067, 1070, 1078, 1079]

[Docket Nos. AO 101-A30 etc.]

CHICAGO, ILL., MARKETING AREA ET AL.

Termination of Proceedings on Proposed Amendments to Tentative Marketing Agreements and to Orders

7 CFR Parts; and Marketing Areas	*Docket Nos.*
1030, Chicago, Ill.	AO 101-A30
1031, Northwestern Indiana	AO 170-A17
1032, Suburban St. Louis	AO 313-A7
1038, Rock River Valley	AO 194-A9
1039, Milwaukee, Wis.	AO 212-A15
1051, Madison, Wis.	AO 329-A2
1062, St. Louis, Mo.	AO 10-A32
1063, Quad Cities-Dubuque	AO 105-A19
1067, Ozarks	AO 222-A16
1070, Cedar Rapids-Iowa City	AO 229-A11
1078, North Central Iowa	AO 272-A6
1079, Des Moines, Iowa	AO 295-A7

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held at Chicago, Ill., pursuant to notices thereof published in the FEDERAL REGISTER dated August 6, 1965 (30 F.R. 9829), September 11, 1965 (30 F.R. 11694), November 25, 1965 (30 F.R. 14662), December 28, 1965 (30 F.R. 16125), January 18, 1966 (31 F.R. 564), and January 27, 1966 (31 F.R. 1079). The material issues on the record of the hearing related to the appropriate Class I prices provided by each of the aforesaid orders. The hearing proposals and the evidence on the record were directed toward an appropriate Class I price to be established under the then effective Order No. 30 regulating the handling of milk in the Chicago, Ill., marketing area and the appropriate relationship of Class I prices under the other aforesaid orders to the Chicago Class I price.

Inasmuch as the Chicago milk order was terminated as of May 1, 1966, and all of the proposals considered with respect to the other orders were dependent upon a specified Class I price established under the Chicago order as effective prior to May 1, 1966, no basis exists in this record for reaching a decision with respect to appropriate Class I price provisions of the Northwestern Indiana, Suburban St. Louis, Rock River Valley, Milwaukee, Madison, St. Louis, Quad Cities-Dubuque, Ozarks, Cedar Rapids-Iowa City, North Central Iowa, and Des Moines milk orders.

A hearing was held May 3–26, 1967, pursuant to notices issued on April 12, 1967 (32 F.R. 6035), April 21, 1967 (32 F.R. 6453), and April 26, 1967 (32 F.R. 6692) on proposals for a new order which would regulate the area previously encompassed by the Chicago milk order either separately or under an order merging such area with one or more areas now regulated under nearby orders.

Among the issues considered at this hearing were the appropriate Class I price levels to be established under one or more orders for the area previously regulated under the Chicago order and the areas now regulated under the Northwestern Indiana, Rock River Valley, Milwaukee, Madison, and Quad Cities-Dubuque orders. The hearing also dealt with the appropriate Class I price under the Northeastern Wisconsin order which was not an issue in the earlier hearing.

Accordingly, it is hereby found and determined that the record of the hearing held pursuant to the notice published August 6, 1965, and later notices provides no basis for amending any of such orders and the proceedings with respect to proposed amendments of provisions of the tentative marketing agreements and orders, as set forth in the notices of hearing herein designated, are hereby terminated.

Signed at Washington, D.C., on June 9, 1967.

GEORGE L. MEHREN,
Assistant Secretary.

[F.R. Doc. 67-6686; Filed, June 13, 1967; 8:52 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 73]

[Docket No. 17095; FCC 67-665; RM-1034]

FM BROADCAST STATIONS

Table of Assignments; Roanoke Rapids and Goldsboro, N.C.

In the matter of amendment of § 73.202 *Table of Assignments*, FM broadcast stations (Port Jervis, N.J., Rockville, Ind., Waynesville, Mo., Roanoke Rapids, and Goldsboro, N.C., Thibodeaux, La., Crossville, Tenn., Danville, Ill., Lincoln and Omaha, Nebr., Clinton, Okla., Phoenix, Ariz., Fresno, Calif., San Antonio, San Marcos, Kenedy-Karnes, Georgetown, and Burnet, Tex., Columbus, Nebr., Salt Lake City, Utah, Bemidji, Minn., Longview, Wash., and Astoria, Ore.); Docket No. 17095, RM-1065, RM-1078, RM-995, RM-1034, RM-1043, RM-1051, RM-1059, RM-1061, RM-1062, RM-1066, RM-1067, RM-1071, RM-1073, RM-1074, RM-1075.

1. In our notice of proposed rule making (FCC 67-54) issued in this proceeding on January 12, 1967 (32 F.R. 464), comments were invited on a number of proposals for rule making to amend the FM Table of Assignments. Among these was RM-1034, filed by the Halifax Broadcasting Co., Inc. (Halifax), licensee of Station WCTB(AM), Roanoke Rapids, N.C., requesting the substitution of Channel 273 for 272A at Roanoke Rapids, N.C., by the deletion of Channel 272A at Goldsboro, N.C., as follows:

City	Channel No.	
	Present	Proposed
Roanoke Rapids, N.C.	272A	273
Goldsboro, N.C.	245, 272A	245

2. We stated in the notice that we believed the present assignments to the Goldsboro and Roanoke Rapids areas appeared to be a fair and equitable distribution of available facilities in view of the relative size of the communities and the AM stations operating therein. However, in view of the data submitted and the contentions made by Halifax concerning the large "white area" to be served by the proposed Class C assignment in Roanoke Rapids, we felt that rule making was warranted in this case. Comments and data were submitted by Halifax, George G. Beasley and James Harrelson, principals of the licensee of one of the Goldsboro daytime-only stations (WFMC), and Better Advertising, Inc., the licensee of the other station (WGLO), the latter two opposing the deletion of Channel 272A from Goldsboro. The data includes showings of "white area" but unfortunately these are based upon different assumptions and do not supply us with sufficient information to make a meaningful determination. The Halifax showing is based upon the 1 mv/m contours of all stations, existing ones with their actual facilities and assumed stations on unoccupied Class A channels with maximum facilities. The opponents contradict this with a statement based upon coverage by stations' 50 uv/m contours, but do not supply the technical showings with respect to them, nor is it shown that these contours are interference-free. The Halifax showing is based on an assumed Class C station at Roanoke Rapids with 100 kw E.R.P. and an antenna height of 200 feet AAT, but it is stated that this station would probably use "maximum" facilities.

3. In view of the fact that a factual determination of the claimed "white area" is essential to a decision in this case and in view of the high cost of the proposal (the deletion of two Class A assignments and possibly a third precluded) we are inviting further comments and data from the parties herein on the question of the "white area" which would be covered based upon the following:

(a) Estimated FM 1 mv/m contours.

(b) Assuming reasonable facilities for all existing stations, maximum for Class A, and 75 kw and 500 feet antenna height AAT for Class C, or greater in the event the station already has greater facilities.[1]

(c) All unoccupied assignments in the area with the same facilities as in (b).

(d) With respect to the proposed station, Halifax should assume the facilities it will use if successful; opposing parties may assume, initially, 75 kw and 500 feet.

4. We believe that the assumed facilities of 75 kilowatts ERP and 500 feet AAT for all existing stations, unoccupied Class C assignments, and the proposed station, to be reasonable for several reasons. First, such facilities are readily obtainable. Secondly, it is expected that existing stations operating with lesser facilities will apply for greater facilities as FM develops and receives wider public acceptance. Third, we believe that all available assignments will be taken up in the near future especially in those portions of the country where Class C assignments requires changes or deletion of other assignments as is the case herein presented. Finally, we believe that such facilities should be used by any proponent of a Class C assignment if the primary reason for the request is the unserved area to be served, and the proposal requires deletion of other assignments, as this case does. While additional showing may be made on other assumptions, we request that one showing be based upon the above-listed criteria.[2] Further, in view of the great divergence between the facilities used in the showings (100 kw, 200 feet, which is the WCTB AM antenna height), and the statement that "maximum" facilities will be used (100 kw, 2,000 feet), we are requesting Halifax to present a firm commitment as to the facilities which it would request and use in the event Channel 273 is assigned to Roanoke Rapids.

5. Authority for the adoption of the amendments proposed herein is contained in sections 4(i), 303, and 307(b) of the Communications Act of 1934, as amended.

6. Pursuant to applicable procedures set out in § 1.415 of the Commission's rules, interested parties may file comments on or before July 7, 1967, and reply comments on or before July 17, 1967. All submissions by parties to this proceeding or by persons acting in behalf of such parties must be made in written comments, reply comments or other appropriate pleadings.

7. In accordance with the provisions of § 1.419 of the rules, an original and 14 copies of all written comments, replies, pleadings, briefs, or other documents shall be furnished the Commission.

Adopted: June 7, 1967.

Released: June 9, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[3]

[SEAL] BEN F. WAPLE, *Secretary.*

[F.R. Doc. 67-6665; Filed, June 13, 1967; 8:51 a.m.]

[1] 30 kw and 300 feet for Class B stations.

[2] If other showings are based on signal strength contours of less than 1 mv/m, these contours must be shown to be interference-free.

[47 CFR Part 73]

[Docket No. 17495; FCC 67-666]

FM BROADCAST STATIONS

Table of Assignments; Martinsville, Ind., etc.

In the matter of amendment of § 73.202, Table of Assignments, FM broadcast stations (Martinsville, Ind., Shelbyville, Ill., South Williamsport, Pa., Aurora, Ind., Groton, Conn., Danville, Pa., Henderson, Ky., Poteau, and Pryor, Okla., Canton and Cape May, N.J., Middlesboro, Ky., Thompkinsville, Ky., Colby, Kans., and Willcox, Ariz.); Docket No. 17495, RM-1111, RM-1112, RM-1117, RM-1123, RM-1126, RM-1136, RM-1114, RM-1119, RM-1120, RM-1128, RM-1127, RM-1130, RM-1147.

1. Notice is hereby given of proposed rule making in the above-entitled matters, concerning amendments of the FM Table of Assignments in § 73.202 of the rules. All proposed assignments are alleged and appear to meet the minimum separation requirements of the rules. All proposed assignments which are within 250 miles of the United States-Canadian border require coordination with the Canadian Government, under the terms of the Canadian-United States FM Agreement of 1947 and the Working Arrangement of 1963. Except as noted, all channels proposed for shift or deletion are unoccupied and not applied for, and all population figures are from the 1960 U.S. Census.

2. *RM-1111, Martinsville, Ind. (Morgan County Broadcasters, Inc.); RM-1112, Shelbyville, Ill. (Shelbyville Broadcasting Co.); RM-1117, South Williamsport, Pa. (Will-Mont Broadcasting Co.);*

[3] Chairman Hyde absent.

RM–1123, Aurora, Ind. (Howell B. Phillips); RM–1126, Groton, Conn. (Lawrence A. Reilly and James L. Spates); RM–1136, Danville, Pa. (Montrose Broadcasting Corp.). In these six cases, interested parties have sought the assignment of a first Class A channel in a community, without requiring any other changes in the Table. The communities are of substantial size and appear to warrant the proposed assignments. Comments are therefore invited on the following additions to the FM Table:

City	Channel No.
Groton, Conn	265A
Shelbyville, Ill	285A
Aurora, Ind	[1] 257A
Martinsville, Ind	272A
Danville, Pa	[2] 244A
South Williamsport, Pa	257A

[1] A site about 5 miles SW of Aurora would have to be selected to conform to the minimum spacing requirements.

[2] A site about 1 mile north of Danville would have to be used in order to meet our required spacings.

3. *RM–1114; Henderson, Ky.* On February 17, 1967, Dr. Frank R. Fults, prospective applicant for a new FM station at Henderson, Kentucky, filed a petition for rule making to add the assignment of Channel 276A to Henderson, as follows:

City	Channel No.	
	Present	Proposed
Henderson, Ky	258	258, 276A

Henderson is located about 10 miles south of Evansville, Ind., and has a population of 16,892 persons. It is the county seat and largest community in Henderson County, which has a population of 33,519 persons. It has a daytime-only AM station and a Class C FM station, licensed to the same party.

4. Petitioner states that Henderson is the focus of business activity in the county, has 340 retail establishments, and total retail sales of over $36 million. Thus, he urges that Henderson needs and warrants a second FM channel and second full-time broadcast service. Finally, petitioner submits that sites are available (about 3 miles south of Henderson) from which the required minimum spacings can be met and the required signal placed over the entire city.

5. We are of the view that comments should be invited on the petitioner's proposal in order that all interested parties may submit their views and relevant data. In light of the recently announced policy concerning the making of new FM assignments (Public Notice, Policy to Govern Requests for Additional Assignments, issued May 12, 1967), comments should include a showing as to the area in which this proposed assignment, if made, would preclude the use of this channel and the six adjacent channels.

6. *RM–1119 and RM–1147; Poteau and Pryor, Okla.* In a petition filed on March 9, 1967, V. F. Nowlin, prospective applicant for a new FM station at Poteau, Okla., requests the addition of Channel 282 to Poteau, as follows:

City	Channel No.	
	Present	Proposed
Poteau, Okla	252A	252A, 282

Poteau is a community of 4,428 persons and is located about 25 miles southwest of Fort Smith, Ark. It is the county seat and largest community in Le Flore County, which has a population of 29,106 persons. An application has been filed for the present Class A assignment (BPH–5776) and the community also has a daytime-only AM station.

7. Mr. Nowlin states that there is a large mountainous area to the south of Poteau (about 19 miles southwest) within which all the required spacings can be met and in which a station with maximum antenna height could be built at relatively low cost. He urges that such a wide-coverage station would provide service to a large area which cannot be reached by any other FM station and states that he will file an application for such a station in the event the proposal is adopted.

8. On May 4, 1967, Mr. L. L. Gaffaney, principal owner of Station KOLS(AM), Pryor, Okla., filed a conflicting petition requesting Channel 283 as a first wide-area FM assignment to Pryor, Okla. Since this assignment is adjacent to Channel 282, requested for Poteau, and since the two communities are less than the required adjacent channel spacing, the two requests are mutually exclusive and so must be considered together. However, it appears that either Channel 297 or 298 can also be assigned to Poteau at the site proposed by Mr. Nowlin and so the conflict can be removed.

9. Pryor is a community of 6,476 persons. It is the county seat and largest community in Mayes County (population 20,073). KOLS, a daytime-only station, is the only radio outlet in the community. Petitioner submits that Pryor is an important trade, population and recreational center for the general area. He points out that the nearby Grand Lake development, with its abundant water supply and available power, attracts large industry and people seeking recreation. In support of a Class C assignment, rather than a Class A channel, Mr. Gaffaney urges that Pryor is far removed from population centers, located about 42 miles from Tulsa, that such an assignment is needed to serve the entire Grand Lake region, and that a station with assumed facilities of 50 kw and 400 feet antenna height AAT would provide a first FM service to an area of 2,827 square miles. Finally, he asserts that the Tulsa stations do not serve Pryor and the Grand Lake area with strong signals or programs of local interest.

10. Normally, Class A channels are assigned to communities the size of Poteau or Pryor. In the case of Poteau, there is also the question of whether this relatively small community warrants a second assignment.[3] However, in view of the claims made by the petitioners that large "white areas" would be served by the proposed stations, and in the case of Poteau, the unusually efficient use proposed for the channel, we are of the view that comments should be invited on the proposals. Any final decision we make will depend largely on the showings to be made as to the extent of the "white area" coverage claimed by the petitioners. Further, we request the parties to submit showings on the question of whether the proposed assignments would preclude the use of the channel requested (also Channels 297 and 298 in the case of Poteau) or any of the six adjacent channels to other communities which may have a future need for such an assignment. In view of the foregoing, we invite comments and data from all interested parties on the following changes to the FM Table:

City	Channel No.	
	Present	Proposed
Poteau, Okla	252A	252A and 282 or 297 or 298
Pryor, Okla		283

11. *RM–1120; Canton, N.J.* On March 9, 1967, the Jersey Information Center, licensee of Station WJIC(AM), Salem, N.J., filed a petition for a rule making requesting the assignment of Channel 269A to Canton, N.J., by substituting Channel 272A for 269A at Cape May, N.J., as follows:

City	Channel No.	
	Present	Proposed
Canton, N.J		269A
Cape May, N.J	269A	272A

Salem is a community of 8,941 persons. It is the county seat of Salem County, which has a population of 58,711. It is located about 13 miles southeast of Wilmington, Del. Since Channel 269A cannot be assigned to Salem in conformance with the spacing rules, petitioner requests that it be assigned to the small (population about 500) unincorporated town on Canton, located about 7 miles from Salem, the area intended to be served by the proposed assignment. WMIC, the sole radio station in Salem is licensed to petitioner as a daytime-only station. Petitioner thus submits that the proposal would provide the community and its environs with a first nighttime radio service. It urges that the Commission previously recognized the importance of Salem as a county seat and marketing center and cites the case of Radio Haddonfield, Inc., 3 RR, 25 (1964) as evidence of this.

[3] The channel, if assigned to Poteau, would, of course, be available for use at other communities in the area, under the "25 mile rule". The Commission has received a letter from the Mayor of Heavener, Okla., some 12 miles from Poteau, supporting the proposed assignment.

12. The proposal would require WRIO–FM on Channel 269A at Cape May to shift to Channel 272A. At the time this petition was filed, this station was still under construction and petitioner stated that this would not be a hardship to WRIO–FM since it had not yet constructed its station and since it had filed in application (BMPH–5439) on November 24, 1966, to change facilities. It contended that the required change would only involve the installation of a few crystals but that in any event the public benefits that would inure would outweigh the inconvenience to WRIO. With respect to the assignment of Channel 269A to Canton, petitioner states that a site can be found to the southeast of Canton from which the required signal can be placed over all of Canton. From such a location (approximately 4 miles southeast of Canton and 11 miles from Salem) a signal of 1 mv/m could be placed over all of Salem.

13. We are reluctant to institute rule making on the subject request since the proposed assignment would have to be located at such a large distance from the community intended to be served (Salem). However, in view of the fact that this appears to be the only way in which the area can obtain a local nighttime radio service and since Salem is located in an area in which FM assignments are very scarce, we are inviting comments on petitioner's proposal as outlined above. While WRIO–FM is about to commence operation, the small channel shift involved (three channels) should not cause substantial inconvenience to it or its public.

14. *RM–1128; Middlesboro, Ky.* In a petition filed on March 27, 1967, Cumberland Gap Broadcasting Co., licensee of Station WMIK(AM), Middlesboro, Ky., requests the Commission to substitute Channel 224A for 261A at Middlesboro, Ky., as follows:

City	Channel No.	
	Present	Proposed
Middlesboro, Ky.	261A	224A

Petitioner points out that in order to meet the required separations, a station on Channel 261A would have to be located about 7 miles outside the community and that due to the rough terrain in the area, it may be difficult, if not impossible, to provide the required signal over all of Middlesboro. It states that it will file an application for the proposed channel promptly upon its assignment. Finally, petitioner submits that the deletion of Channel 261A from Middlesboro and the assignment of Channel 224A therein, does not preclude the assignment of the former at any location meeting the required spacings. Middlesboro has a population of 12,607 persons and is the largest city in Southeast Kentucky. Petitioner submits that it is a center for trade, mining, industry, and resorts. The only radio station in Middlesboro is WMIK, a daytime-only station.

15. South C. Bevins, trading as Ken-Te-Va Broadcasting Co., licensee of Station WANO, Pineville, Ky., opposes that portion of the Cumberland proposal which would delete Channel 261A from Middlesboro. Bevins submits that Middlesboro is large enough to warrant a second assignment and that such an assignment would offer an additional program source in the future. He urges therefore that the channel be retained in the Middlesboro area (presumably so that it would be available to Pineville under the "25 mile rule") and states that "he may apply for the use of Channel 261A in Middlesboro or area".

16. We are of the view that comments should be invited on the petitioner's proposal as outlined above and the Bevins proposal to retain Channel 261A in the area.

17. *RM–1127; Tompkinsville, Ky.* On March 24, 1967, WMCV, Inc., licensee of Station WTKY(AM), Tompkinsville, Ky., filed a petition for rule making requesting the assignment of Channel 221A as the first FM channel for this community. Tompkinsville, located in south central Kentucky, has a population of 2,091 persons. It is the county seat of Monroe County, which has a population of 11,799 persons. The sole radio station in the community, licensed to petitioner, is a daytime-only station. WMCV states that the area is largely rural and that it is without any local FM station and no local nighttime radio service. It urges, therefore, that there is a need for such an assignment and that it would serve the public interest.

18. There is presently pending a rule making proceeding in Docket No. 14185 (Notice of Inquiry issued on Nov. 14, 1966) looking toward the establishment of a nationwide table of assignments for the educational FM band (Channels 201–220), similar to that for the commercial channels. Since there are a large number of assignments and stations on Channels 221A, 222, and 223, the three commercial channels nearest the educational band, all petitions for such channels have to be carefully examined for possible impact on potential educational assignments on the top three educational channels (218, 219, and 220). While we believe that we should invite comments on the petitioner's proposal for the assignment of Channel 221A to Tompkinsville, we are also requesting information on the areas and communities in which assignments on Channels 218, 219, and 220 might be precluded as a result of the proposed assignment. Any decision we may make in this matter will depend largely upon the possible adverse effect the proposal may have on the needs for educational assignments in the area involved.

19. *RM–1130; Colby, Kans.* On March 31, 1967, Jesse J. Evans, prospective applicant for a new FM station in Colby, Kans., filed a petition looking toward the assignment of Channel 262 to Colby, Kans., as follows:

City	Channel No.	
	Present	Proposed
Colby, Kans.	228A	228A, 262

Petitioner also suggests that Channel 228A may be deleted from the community in the event 262 is assigned.

20. Colby is a community of 4,210 persons. It is located in the northwestern portion of the State. Colby is the county seat and largest community in Thomas County, which has a population of 7,358. Mr. Evans submits that Colby is in the heart of the wheat belt and is the distributing center for various farm products, as well as an important manufacturing and trade center. He points out that the nearest Class C station is at Scott City, Kans., about 60 miles south of Colby, that it does not receive any primary nighttime radio service, and that the area is thinly populated, the population density of the county being only 6.9 persons per square mile and that in the surrounding counties even less than this figure. Petitioner urges the assignment of a wide-coverage channel in view of the sparsity of the population, the lack of service in the trading area, and the distance from other FM stations.

21. Normally, a community the size of Colby would be assigned a Class A channel. However, in view of the large rural area surrounding the community, and its great distance from any large population centers, it may warrant the assignment of a Class C channel. The nearest city of more than 10,000 population (Hays) is 95 miles away. In this sparsely populated part of the west potential assignments are believed ample for foreseeable future needs. Therefore, we are not requesting in this case the same detailed showing as to impact on other assignments mentioned for the Kentucky and Oklahoma proposals above. In view of Colby's small size, comments are also invited on the need for retaining the Class A channel, in the event Channel 262 is adopted.

22. *Willcox, Ariz.* In addition to the changes proposed above by interested parties, the Commission wishes to make an additional change on its own motion. On April 12, 1967, the Commission granted a request from KCEE–FM, Channel 241, Tucson, Ariz., to change its site. The new location would unduly restrict the location of sites for Channel 244A at Willcox, Ariz., to areas east of the community. It is therefore proposed to substitute Channel 252A for 244A at Willcox, Ariz.

23. Authority for the adoption of the amendments proposed herein is contained in sections 4(i), 303, and 307(b) of the Communications Act of 1934, as amended.

24. Pursuant to applicable procedures set out in § 1.415 of the Commission's rules, interested persons may file comments on or before July 17, 1967, and reply comments on or before July 27, 1967. All submissions by parties to this

proceeding or persons acting in behalf of such parties must be made in written comments, reply comments, or other appropriate pleadings.

25. In accordance with the provisions of § 1.419 of the rules, an original and 14 copies of all comments, replies, pleadings, briefs, and other documents shall be furnished the Commission.

Adopted: June 7, 1967.

Released: June 9, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[4]
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6666; Filed, June 13, 1967; 8:51 a.m.]

[47 CFR Part 73]

[Docket No. 17496; FCC 67-667]

TELEVISION BROADCAST STATIONS

UHF Channel; Baytown, Tex.

In the matter of amendment of the Table of Assignments in § 73.606(b) of the Commission rules and regulations to assign a UHF television broadcast channel to Baytown, Tex.; Docket No. 17496, RM-1084.

1. On December 16, 1966, George Chandler, H. W. Kilpatrick III, W. T. Jones, Jr., and Mrs. Hellen Nelson, filed a petition for rule making requesting the assignment of television broadcast Channel 50 to Baytown, Tex. In support thereof, the petitioners called attention to the strategic location of Baytown within the prosperous Houston Economic Region, noting that it is the largest city between Beaumont and Houston and that it serves as a commercial marketing and financial center for the area. The growth of Baytown is sketched showing the 1960 population as 28,159, an increase over the 1950 population of 22.5 percent and estimating the 1964 population to have been 47,361. The impact of the Manned Spacecraft Center less than 25 minutes from Baytown, is expected to cause the population to increase to 175,000 by 1990.

2. The petitioners go on to recite facts concerning cultural organizations, churches, schools, local industries and prospects for additional local industries, and labor statistics. The petitioners conclude that despite the fact that the Houston TV stations provide service to Baytown, there remains a clear and definitive need for the allocation of a first local television station to serve the peculiarly local social, political economic, religious and educational needs of Baytown and state that if the requested assignment is made they, together with others, will promptly apply for a construction permit for a new UHF television station in Baytown. The petition is accompanied by an engineering statement showing that Channel 50 may be assigned to Baytown in full conformity with the geographic separations required by Commission rules.

3. The Commission has used its electronic computer to examine the assignment possibilities at Baytown applying the basic efficiency criteria employed to develop the overall UHF assignment plan. Channel 43 has the least impact on the pool of unassigned channels and is to be preferred over Channel 50 which was proposed by the petitioner.

4. The Commission's long standing objective of encouraging the development of television stations to serve local needs is well known. Were we convinced that there was a reasonable likelihood that the assignment of a channel to Baytown could and would result in a local Baytown station, we would not hesitate to make such an assignment. In the present instance, we are concerned not only with the proximity of Baytown to the much larger city of Houston, but with the fact that Baytown is a part of the Houston Standard Metropolitan Statistical Area. We are concerned that the assignment of a UHF channel to Baytown will, if a station is built, result only in another station in the Houston television market. We feel that we have assigned a sufficient number of channels for the Houston market. No TV market ranking below Houston has as many assignments as have already been made in the Houston market. Of the 24 markets ranking above Houston, only seven have as many assignments as Houston.

5. We therefore request comments on the likelihood of a channel assignment to Baytown resulting in a TV station which would, in fact, serve as a local outlet for Baytown. Parties commenting are asked to provide information regarding the existence of local stations in similar situations. Specifically—within Standard Metropolitan Statistical areas are there instances where an existing station located in a community other than the central city does in fact operate as a local station in that community rather than as simply another station in the television market? If not, what is the basis for assuming that this will be the case in the present instance? Comments on the prospects for economic viability of a locally oriented station in Baytown would be helpful. Likewise, comments would be helpful on the need to conserve channels in this area in order to preserve assignment flexibility for unpredictable future population growth. Such information is necessary to a determination of whether the proposed assignment should be made at Baytown.

6. Accordingly, pursuant to the authority contained in sections 4(i), 303 and 307(b) of the Communications Act of 1934, as amended, it is proposed to amend the Table of Assignments in § 73.606(b) of the Commission rules by assigning Channel 43 to Baytown, Tex.

7. Pursuant to applicable procedures set out in § 1.415 of the Commission rules, interested parties may file comments on or before July 17, 1967, and reply comments on or before July 27, 1967. All submissions by parties to this proceeding or by persons acting in behalf of such parties must be made in written comments, reply comments or other appropriate pleadings.

8. In accordance with the provisions § 1.419 of the rules, an original and 14 copies of all written comments, replies, pleadings, briefs, or other documents shall be furnished the Commission.

Adopted: June 7, 1967.

Released: June 9, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[3]
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6667; Filed, June 13, 1967; 8:51 a.m.]

[47 CFR Part 91]

[Docket No. 17492; FCC 67-650]

INDUSTRIAL RADIO SERVICES

Base-Mobile Use of Certain Low Power Frequencies and Low Power Mobile Relay Operation on All Frequencies

In the matter of amendment of §§ 91.7, 91.553, and 91.554 of the Commission's rules to permit base-mobile use of certain low power frequencies and low power mobile relay operation on all frequencies, Docket No. 17492; petition of Seismograph Service Corp. concerning very low power mobile operation in the Business Radio Service, RM-559; petition of the Land Mobile Section of the Electronic Industries Association concerning low power mobile only frequencies in the Business Radio Service, RM-594.

1. In the report and order in Docket 14503 (FCC 63-906, 28 F.R. 11213, Oct. 19, 1963; and Errata, 28 F.R. 11478, Oct. 26, 1963) six additional 20 kc/s channels below 50 Mc/s were made available in the Business Radio Service for low power (3 watts plate input power or less) mobile service use. Eleven low-power frequencies in all thus became available below 50 Mc/s in the Business Radio Service. There are a total of 23 low-power frequencies in all of the frequency bands available to the Business Radio Service.

2. On January 24, 1964, Seismograph Service Corp. (Seismograph) requested that the Business Radio Service rules be amended to permit use of 10 low-power frequencies below 50 Mc/s for low-power in-plant mobile relay systems. Monsanto Chemical Co. (Monsanto) filed a statement in support of this petition. The rules currently prohibit any type of mobile relay operation in the Business Radio Service on any frequency below 450 Mc/s.

3. On April 16, 1964, the Land Mobile Section of the Electronics Industries Association (EIA) requested that the Business Radio Service rules be amended to permit higher power on the six low-power channels made available in Docket 14503. The National Ready-Mix Concrete Association, The National Sand and Gravel Association, and the National Industrial Sand Association (Associations) filed a statement in support of this peti-

[4] Chairman Hyde absent; Commissioner Cox abstaining from voting.

[3] Chairman Hyde absent.

tion. Seismograph and Monsanto filed statements in opposition.

4. In support of its request, Seismograph contends that there is a pressing requirement for low-power mobile relay use within a yard or plant to permit direct communication between personnel working in such areas. They indicate that use of mobile relay stations employing passive antennas is the only feasible way of providing the required communications. The operating power would not exceed 1 watt.

5. EIA indicates that light loading of the low-power frequencies is such as to not support the reservation of all the frequencies now set aside for such use; that there is a critical requirement (which Associations affirms) for more high-power base-mobile frequencies; and that susceptibility to interference and practical limitations on antennas for hand-held portable units are not conducive to use of low-power frequencies below 50 Mc/s.

6. Seismograph contends that any reduction in the number of low-power frequencies will seriously cripple the low-power service, as saturation will be reached more quickly; that low-power equipment is utilized for hazardous atmosphere operations for which higher power is not suitable, and that sharing with high power equipment is not feasible. It further contends that low-power frequencies provide an incentive for the development of low-power equipment to serve the same purposes of high-power equipment, and that noise and skip interference are not a problem.

7. Monsanto cites its developmental program which involves low-power, in-plant mobile relay, and requests that action be deferred on the EIA petition pending completion of the work of the Advisory Committee for Land Mobile Radio Services (ACLMRS) relating to the use of multiple low-power restricted coverage base stations in lieu of high power. Monsanto points out that low-power, low-frequency mobile relay operation has been found to increase safety and efficiency of refinery and petrochemical plant operations, and urges several limitations: (a) 0.5 watt power; (b) antenna less than height of building to which attached; (c) area of operation to be not more than 1,000 feet; and (d) mobile units not to be mounted in vehicles.

8. The report of Project Coordinating Group (PCG) No. 2 has been approved by the Executive Committee of the Advisory Committee for the Land Mobile Radio Services (ACLMRS). Preliminary review of the report indicates support for additional low-power frequencies but that such additional frequencies should be located in the UHF portion of the spectrum. While the report will require further detailed study before a determination can be reached as to the adequacy of low-power frequency allocations, consideration of the pending petitions should not be delayed because they involve only those frequencies located below 50 Mc/s. Further, loading studies by the Commission do not indicate heavy loading on any of the low-power frequencies below 50 Mc/s. In fact, loading on six of the channels consists of a total of 70 stations. There are only 1,006 stations authorized on all 11 frequencies. A tabulation of the assignments follows:

Frequency	Number of stations	Number of authorized units
27.31	42	461
27.53	18	134
30.84	26	204
31.16	9	73
31.20	17	262
31.24	12	154
33.14	474	2,297
33.16	2	9
33.40	11	21
35.02	204	1,541
42.98	190	2,793

It is significant that four of the 11 frequencies have been available for low-power mobile operation since July 1, 1949. After 18 years, loading on these four frequencies is relatively light when compared with the loading on the frequencies 27.39 to 27.49 Mc/s, available for regular base-mobile operation.

9. From the facts presented, we are persuaded that some revision of the rules should be considered at this time. Loading studies indicate rather light loading on most of the low-power frequencies, and the requirement of the Business Radio Service for additional higher power frequencies is urgent. The diversion of a number of low-power frequencies to higher power use at this time will serve to partially alleviate Business congestion. Low-power operation does permit same area duplication with little likelihood of interference and to the extent possible, such use should be encouraged. Accordingly, we are proposing to reduce the number of low-power frequencies below 50 Mc/s to a total of seven and to redesignate four (31.16, 31.20, 31.24, and 33.16 Mc/s) of the frequencies for higher power operation. The number of frequencies remaining for low-power use should satisfy known requirements for such frequencies below 50 Mc/s.

10. We further propose to amend the Business Radio Service rules to permit low-power mobile relay operation on any mobile service frequency below 450 Mc/s and to amend the Industrial Radio Services rules to permit "triggering" of a mobile relay station by transmissions of low-power stations operating below 47 Mc/s. The maximum permissible plate power input to be limited to 1 watt, except for frequencies specifically limited to lower power under the rules, and the antenna will be limited to a height of not more than 40 feet above the ground. This proposal goes beyond the request; however, if low-power use is to be encouraged, then users should be able to look to any available frequency. Long range interference may cause disruption of low-power radio systems operating below 50 Mc/s, but this problem does not appear to be any more serious for mobile relay operation than for conventional low-power operation on the same frequencies.

11. The petitions of Seismograph and EIA are, to the extent that they are compatible with the proposals contained herein, granted and in all other respects denied.

12. The proposed amendment of the rules set forth below is issued pursuant to authority contained in sections 4(i) and 303 of the Communications Act of 1934, as amended.

13. Pursuant to applicable procedures set forth in § 1.415 of the Commission's rules, interested persons may file comments on or before July 17, 1967, and reply comments on or before August 1, 1967. All relevant and timely comments and reply comments will be considered by the Commission before final action is taken in the proceeding. In reaching its decision in this proceeding, the Commission may also take into account other relevant information before it, in addition to the specific comments invited by this notice.

14. In accordance with the provisions of § 1.419 of the Commission's rules, an original and 14 copies of all statements, briefs, or comments filed shall be furnished the Commission.

Adopted: June 7, 1967.

Released: June 9, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[1]
[SEAL] BEN F. WAPLE,
Secretary.

1. Paragraph (b)(6) of § 91.7 is amended to read as follows:

§ 91.7 Relay stations.

* * * * *

(b) *Mobile relay stations.* * * *

(6) A mobile station associated with one or more mobile relay stations may be authorized to operate only on a mobile service frequency above 47.0 Mc/s which is available for assignment to mobile stations except when such stations are limited to a maximum power of 1 watt or less any mobile frequency above 25 Mc/s which is available for assignment to mobile stations may be authorized.

* * * * *

2. Paragraph (a) of § 91.553 is amended to read as follows:

§ 91.553 Station limitations.

(a) Mobile relay stations will not be authorized in the Business Radio Service within the continental limits of the United States, except when (1) such stations and all associated control and mobile stations are to be operated exclusively on frequencies above 450 Mc/s, or (2) when such stations and all associated control and mobile stations are limited to a maximum plate input power of 1 watt and the mobile relay antenna system is no more than 40 feet above the ground.

* * * * *

[1] Chairman Hyde absent; joint dissenting statement of Commissioners Cox and Wadsworth filed as part of original document; Commissioner Johnson concurring in the issuance of the notice.

3. The table in paragraph (a) of § 91.554 is amended, insofar as the frequencies listed are concerned, to read as follows:

§ 91.554 **Frequencies available.**

(a) * * *

BUSINESS RADIO SERVICE FREQUENCY TABLE

Frequency or band	Class of station(s)	General reference	Limitations
* * *	* * *	* * *	* * *
31.16	Base or mobile	Permanent use.	10, 11
31.20	do	do	10, 11
31.24	do	do	10, 11
33.16	do	do	10, 11
* * *	* * *	* * *	* * *

* * * * *

[F.R. Doc. 67-6668; Filed, June 13, 1967; 8:51 a.m.]

Notices

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[A 922]

ARIZONA

Notice of Proposed Classification of Public Lands for Multiple Use Management

1. Pursuant to the Act of September 19, 1964 (78 Stat. 986; 43 U.S.C. 1411–18) and to the regulations in 43 CFR Parts 2410 and 2411, it is proposed to classify for multiple use management all of the public lands in the area described in paragraph 4, together with any lands therein that may become public lands in the future. Publication of this notice has the effect of segregating all the public land in the described area from appropriation under the agricultural land laws (43 U.S.C. Pts. 7 and 9, and 25 U.S.C. 334); from sale under section 2455 of the Revised Statutes (43 U.S.C. 1171); from private exchange (43 U.S.C. 315g (b)); from state exchange (43 U.S.C. 315g(c)); from state selection (43 U.S.C. 851, 852); from R.S. 2477 (43 U.S.C. 932), and from appropriation under the mining laws. The lands shall remain open to the mineral leasing laws. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

2. For a period of 60 days from the date of publication of this notice in the FEDERAL REGISTER, all persons who wish to submit comments, suggestions, or objections in connection with the proposed classification may present their views in writing to the District Manager, Bureau of Land Management, 3041 Federal Building, Phoenix, Ariz. 85025.

3. The public lands involved lie along the Gila River Valley between Avondale and Mohawk. They are the remaining public lands in the bed of the Gila River, on the adjacent flood plain, and in access corridors thereto. The major public values involved are nesting areas for white-winged dove, mourning dove, and song birds, public recreation, historical significance, and flood and erosion control. Maps showing the area involved are on file in the Phoenix District Office, Bureau of Land Management, Phoenix, Ariz.

4. The public lands involved are described as follows:

MARICOPA-YUMA COUNTIES

GILA AND SALT RIVER MERIDIAN, ARIZONA

T. 1 N., R. 1 W.,
Sec. 34, N½SE¼;
Sec. 35, S½.

T. 1 N., R. 2 W.,
Sec. 34, lot 5.

T. 1 S., R. 2 W.,
Sec. 3, lots 1 and 2, S½SW¼ and SW¼SE¼;
Sec. 4, SW¼NE¼, SE¼NW¼, SE¼, SE¼NE¼, and NE¼SW¼;
Sec. 5, S½SE¼;
Sec. 8, N½SW¼, SW¼NE¼, and E½NE¼;
Secs. 9, 10, 11, 14, and 15.

T. 1 S., R. 3 W.,
Sec. 10, SE¼SW¼ and S½SE¼;
Sec. 11, NE¼SW¼, S½SW¼, and N½SE¼;
Sec. 12, SW¼NE¼ and S½NW¼;
Sec. 14, NW¼NW¼ and W½SW¼;
Sec. 15, N½NE¼, SW¼, S½SE¼, and W½SE¼NW¼;
Sec. 17, S½NE¼, SE¼, and NW¼SW¼;
Sec. 18, lots 3 and 4, E½SW¼, S½NE¼, W½SE¼, and NE¼SE¼;
Sec. 19, SE¼NE¼, SE¼, E½SW¼, and SW¼SW¼;
Sec. 20, N½;
Sec. 21, N½;
Sec. 22, N½;
Sec. 23, NW¼ and W½NE¼;
Sec. 24, W½E½.

T. 1 S., R. 4 W.,
Sec. 13, S½SE¼, and SE¼SW¼;
Sec. 14, SE¼SE¼;
Sec. 19, S½SE¼;
Sec. 20, S½S½, and NE¼SE¼;
Sec. 21, S½NE¼, SE¼NW¼, N½S½, and S½SW¼;
Sec. 22, NE¼, NE¼NW¼, S½NW¼, N½SW¼, and NW¼SE¼;
Sec. 23, N½NE¼, and NW¼;
Sec. 25, NE¼, and S½NW¼;
Sec. 26, S½, and SE¼NE¼;
Sec. 27, SW¼, and SE¼;
Sec. 28, NW¼, and S½;
Sec. 29, N½N½, SE¼NE¼, SE¼, E½SW¼, and SW¼SW¼;
Sec. 30, lots 1 and 2, E½NW¼, NE¼, and SE¼SE¼;
Sec. 31, N½;
Sec. 32, N½;
Sec. 33, N½.

T. 1 S., R. 5 W.,
Sec. 25, N½SW¼, and SW¼SW¼;
Sec. 26, S½;
Sec. 27, NE¼SE¼, SW¼SE¼, and SE¼SW¼;
Sec. 33, E½SE¼;
Sec. 34, NW¼NE¼, NW¼, and W½SW¼;
Sec. 35, N½;
Sec. 36, N½.

T. 2 S., R. 5 W.,
Sec. 4, lot 2, SW¼NE¼, and W½SE¼;
Sec. 9, NW¼NE¼, S½NE¼, and SE¼;
Sec. 10, W½SW¼;
Sec. 15, NW¼NW¼, and SW¼SW¼;
Sec. 21, E½, SE¼NW¼, and E½SW¼;
Sec. 28, NE¼NE¼.

T. 3 S., R. 4 W.,
Sec. 29, W½SW¼, SW¼, and NW¼;
Sec. 30, E½E½;
Sec. 31, E½E½;
Sec. 32, W½.

T. 4 S., R. 4 W.,
Sec. 5, W½;
Sec. 6, SE¼;
Sec. 8, W½E½, and E½NW¼;
Sec. 17, NE¼, and E½SE¼;
Sec. 20, W½W½, E½NE¼, and S½SE¼;
Sec. 21, NW¼NW¼;
Sec. 29, W½NW¼, NE¼, and NE¼NW¼.

T. 4 S., R. 5 W.,
Sec. 30, SW¼NW¼, SW¼, NW¼SE¼, and S½SE¼;
Sec. 31;
Sec. 32, NW¼, W½SE¼, SE¼SE¼, and SW¼;
Sec. 33, SW¼SW¼.

T. 4 S., R. 6 W.,
Sec. 15, SW¼, and SW¼SE¼;
Sec. 16, E½SW¼, and W½SE¼;
Sec. 17, SW¼, SE¼, SW¼NW¼, and S½NE¼;
Sec. 18, SE¼, S½SW¼, and SE¼NE¼;
Secs. 19, 20, and 21;
Sec. 22, W½E½, W½, and E½SE¼;
Sec. 23, NE¼SE¼, NW¼SW¼, and S½S½;
Sec. 24, SW¼, and SW¼SE¼;
Sec. 25;
Sec. 26, N½, and N½S½;
Sec. 27, NE¼, and NE¼NW¼;
Sec. 30, lots 1 and 4, and NE¼NW¼;
Sec. 31, lots 1, 2, and 5 to 11, inclusive, SE¼NW¼, and NW¼SE¼;
Sec. 33, lots 1 to 4, inclusive, and 9, N½N½, SE¼NW¼, and SW¼NE¼;
Sec. 34, lots 1 to 5, inclusive, 7, 8, and 9, NE¼NE¼, and SE¼NW¼;
Sec. 35, lots 1, 2, 3, 5 to 10, inclusive, NW¼NW¼, and SW¼SE¼.

T. 4 S., R. 7 W.,
Sec. 7, W½;
Sec. 13, S½S½;
Sec. 14, S½SE¼, SE¼SW¼, and W½SW¼;
Sec. 15, SE¼;
Sec. 16, W½SW¼;
Sec. 17, S½, and S½NW¼;
Secs. 18 to 22, inclusive;
Sec. 23, N½, N½S½, and SE¼SE¼;
Secs. 24, 25, and 26;
Sec. 27, SE¼NE¼, W½NE¼, NW¼, and S½;
Secs. 28 and 29;
Sec. 30, E½, and E½NW¼;
Sec. 32, NE¼, NW¼, and E½SW¼;
Sec. 33, SW¼, W½NW¼, SE¼NW¼, W½SE¼, and SE¼SE¼;
Sec. 35, N½N½.

T. 4 S., R. 8 W.,
Sec. 10, SE¼SE¼;
Sec. 11, NE¼NE¼, S½NE¼, SE¼NW¼, and S½;
Sec. 12;
Sec. 13, N½, and NE¼SE¼;
Sec. 14, E½, and W½SW¼;
Sec. 15, S½S½, and SE¼NW¼;
Sec. 21, W½NE¼, SE¼NW¼, E½SW¼, and SE¼;
Sec. 22;
Sec. 23, W½;
Sec. 27, N½;
Sec. 28;
Sec. 29, E½SW¼, and SE¼;
Sec. 31, SE¼NE¼, SW¼SE¼, and E½SE¼.

T. 5 S., R. 4 W.,
Sec. 5, lot 2, E½NW¼, SW¼NE¼, SW¼SW¼, and E½SW¼;
Sec. 6, SE¼SE¼;
Sec. 7, lots 1 and 2, E½SW¼, W½SE¼, NW¼, and NE¼.

T. 5 S., R. 6 W.,
Sec. 1, lots 1, 2, 3, and 4, and S½N½;
Sec. 4, NE¼SW¼, S½SW¼, W½SE¼, and NE¼SE¼;
Sec. 9, NW¼NE¼.

T. 5 S., R. 7 W.,
Sec. 5, E½W½.

T. 5 S., R. 8 W.,
Sec. 5, lots 2, 3, and 4, N½SW¼, and NW¼SE¼;
Sec. 6, lots 1, 2, 5, and 6, E½SW¼, and SE¼.
T. 5 S., R. 9 W.,
Sec. 1, S½;
Sec. 2, E½SW¼;
Sec. 4, S½SW¼;
Sec. 5, S½S½;
Sec. 6, SE¼SW¼, and SW¼SE¼;
Sec. 7, lots 3 and 4, E½SW¼, SE¼, and S½NE¼;
Sec. 8, N½, and SW¼;
Sec. 9, N½N½, and SE¼NE¼;
Sec. 10, NE¼NE¼, S½NE¼, SW¼NW¼, SE¼SW¼, SE¼, and N½SW¼;
Sec. 11, lot 1, N½, NE¼SW¼, and S½SE¼;
Sec. 12, N½N½, SW¼SW¼, and SW¼SE¼;
Sec. 13, NW¼NE¼, NW¼, and N½SW¼;
Sec. 14, NE¼NE¼;
Sec. 15, N½NE¼;
Sec. 17, NW¼NW¼;
Sec. 18, lot 1, N½NE¼, and NE¼NW¼.
T. 5 S., R. 10 W.,
Sec. 11, SE¼SW¼, SW¼SE¼, and E½SE¼;
Sec. 12, S½;
Sec. 13, N½NE¼, and NE¼NW¼;
Sec. 14, N½N½, SW¼NE¼, S½NW¼, SW¼, and NW¼SE¼;
Sec. 15, S½;
Sec. 21, NE¼SW¼, S½SW¼, and SE¼;
Sec. 22;
Sec. 23, NW¼NW¼;
Sec. 28, N½, and NW¼SW¼;
Sec. 29, S½NE¼, SW¼, W½SE¼, and NE¼SE¼;
Sec. 30, lot 4, SE¼SW¼, and SE¼;
Sec. 31, lots 1, 2, and 3, NE¼, E½NW¼, NE¼SW¼, and N½SE¼.
T. 5 S., R. 11 W.,
Sec. 25, SE¼SW¼, and S½SE¼;
Sec. 33, S½SE¼.
T. 6 S., R. 11 W.,
Sec. 1, SW¼SW¼;
Sec. 3, lots 1, 2, 3, and 4, S½N½, and S½SE¼;
Sec. 4, lot 1, SE¼NE¼, and S½;
Sec. 5, SE¼SW¼, S½SE¼, and NE¼SE¼;
Sec. 8, NE¼, E½W½, and W½SE¼;
Sec. 9, N½N½, SE¼SW¼, SE¼, and SE¼NE¼;
Sec. 17, W½ and NW¼SE¼;
Sec. 18, lots 1, 2, 3, and 4, NE¼ and E½W½;
Sec. 20, NW¼NW¼.
T. 6 S., R. 12 W.,
Sec. 11, NW¼SW¼ and SE¼SE¼;
Sec. 12, SE¼ and S½SW¼;
Sec. 13, NE¼, NW¼SE¼, N½NW¼, and SE¼NW¼;
Sec. 14, NW¼NE¼, N½NW¼, SE¼SW¼, and SE¼;
Sec. 15, W½SW¼;
Sec. 20, SE¼;
Sec. 21, W½SW¼, NE¼SW¼, and NW¼SE¼;
Sec. 22, E½NE¼, NW¼NE¼, and NW¼NW¼;
Sec. 23, N½N½;
Sec. 28, N½NE¼ and W½NW¼;
Sec. 29, N½ and SW¼;
Sec. 30, lots 2 and 3, NE¼SW¼ and N½SE¼.
T. 6 S., R. 13 W.,
Sec. 25, SE¼NE¼, NE¼SW¼, S½SW¼, and SE¼;
Sec. 26, S½N½, SW¼, and NW¼SE¼;
Sec. 27, S½NW¼, SE¼SW¼, and NE¼SE¼;
Sec. 28, S½N½ and S½;
Sec. 31, lot 4, SE¼SW¼ and SE¼;
Sec. 33, E½ and E½SW¼;
Sec. 34, W½ and SE¼;
Sec. 35, SW¼, E½NE¼, SW¼NE¼, and E½NW¼.
T. 7 S., R. 13 W.,
Sec. 3, lot 2 and SW¼NW¼;
Sec. 4, W½SW¼, NE¼SW¼, and NW¼SE¼;
Sec. 5, lots 3 and 4, SW¼NW¼, NW¼SW¼, and S½S½;
Sec. 6, lots 1 to 7, inclusive, SE¼NW¼, S½NE¼, E½SW¼, and SE¼;
Sec. 7, lots 1, 2, and 3, NE¼, E½NW¼, NE¼SW¼, and NW¼SE¼;
Sec. 8, N½N½ and S½NW¼.
T. 7 S., R. 14 W.,
Sec. 1, SE¼;
Sec. 10, SE¼SE¼;
Sec. 11, S½SW¼ and S½SE¼;
Sec. 12, S½ and NE¼;
Sec. 14, N½N½ and S½NW¼;
Sec. 15, NE¼ and SW¼;
Sec. 17, S½SE¼;
Sec. 19, SE¼;
Sec. 20, NW¼;
Sec. 30, N½, SE¼, and N½SW¼.

The area described includes 62,735.47 acres of public lands.

5. A public hearing on the proposed classification will be held at Goettle Brothers Auditorium, 2005 East Indian School Road, Phoenix, Ariz., on July 6, 1967, at 10 a.m.

FRED J. WEILER,
State Director.

JUNE 5, 1967.

[F.R. Doc. 67-6622; Filed, June 13, 1967; 8:47 a.m.]

[Sacramento 076301]

CALIFORNIA

Notice of Partial Termination of Proposed Withdrawal and Reservation of Lands

JUNE 2, 1967.

Notice of a Bureau of Reclamation, U.S. Department of the Interior, application, Sacramento 076301, for withdrawal and reservation of lands for the Trinity River Division of the Central Valley Project, was published as F.R. Doc. No. 63-8520 on page 8220 of the issue for August 9, 1963. The applicant agency has canceled its application insofar as it affects the following described lands:

T. 32 N., R. 6 W., M.D.M.,
Sec. 23, N½N½SE¼SW¼, SW¼NW¼SE¼SW¼, S½SE¼SW¼, and SE¼NE¼SE¼SW¼.

Therefore, pursuant to the regulations contained in 43 CFR Part 2311, such lands at 10 a.m., on July 7, 1967, will be relieved of the segregative effect of the above-mentioned application.

R. J. LITTEN,
Chief, Lands Adjudication Section.

[F.R. Doc. 67-6608; Filed, June 13, 1967; 8:46 a.m.]

[Serial No. N-892]

NEVADA

Notice of Classification of Public Lands for Multiple Use Management

JUNE 6, 1967.

1. Pursuant to the Act of September 19, 1964 (43 U.S.C. 1411-18) and to the regulations in 43 CFR Parts 2410 and 2411, the public lands described in paragraph 3 below are hereby classified for multiple use management.

2. Publication of this notice segregates the public lands described in paragraph 3 from appropriation only under the agricultural land laws (43 U.S.C. Chs. 7 and 9; 25 U.S.C. sec. 334). The lands shall be subject to other applicable forms of appropriation, including the mining and mineral leasing or material sale laws. As used in this order, the term "public lands" means any lands (1) withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or (2) within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

3. The classified public lands are shown on Maps No. N-892 on file in the Ely District Office, Bureau of Land Management, Ely, Nev.; the Las Vegas District Office, Bureau of Land Management, Las Vegas, Nev.; and the Land Office, Bureau of Land Management, Federal Building, Reno, Nev.

The lands involved are generally described as follows:

All public land in Lincoln County with the exception of those lands described in paragraph 4 below.

The areas described aggregate approximately 5,646,600 acres of public land.

4. The following described public lands are not included within this proposed classification. These lands include those areas which have been tentatively identified for possible disposition under the Classification and Multiple Use Act or other authorities.

LANDS TO BE TRANSFERRED UNDER P.L. 88-35

MOUNT DIABLO MERIDIAN, NEVADA

T. 3 S., R. 67 E.,
Sec. 2, NW¼, W½SW¼;
Sec. 3, All;
Sec. 10, N½, SW¼, W½SE¼, NE¼SE¼;
Sec. 11, SE¼, SE¼NE¼, NW¼NW¼;
Sec. 14, All;
Sec. 15, N½, SW¼, NE¼SE¼NW¼SE¼, SE¼SE¼.
Total acreage: 2,844 acres.

OTHER LANDS EXCLUDED FROM THE CLASSIFICATION

MOUNT DIABLO MERIDIAN, NEVADA

T. 1 N., R. 67 E.,
Sec. 12, S½, W½NW¼.
T. 1 N., R. 68 E.,
Sec. 7, Lot 4.
T. 1 N., R. 69 E.,
Sec. 2, Lot 1, SE¼NE¼, SE¼.
T. 2 N., R. 69 E.,
Sec. 35, SE¼NE¼, E½SE¼.
T. 2 N., R. 70 E.,
Sec. 6, SE¼NE¼, E½SE¼.
T. 4 S., R. 60 E.,
Sec. 34, W½E½.
T. 6 S., R. 60 E.,
Sec. 25, All;
Sec. 36, All.
T. 6 S., R. 61 E.,
Sec. 30, Lots 1, 2, 3, 4, E½W½;
Sec. 31, Lots 1, 2, 3, 4, E½W½, S½SE¼;
Sec. 32, E½NE¼, NW¼NE¼, NE¼SE¼.
T. 7 S., R. 61 E.,
Sec. 5, Lot 4, W½SW¼, SW¼NW¼;
Sec. 6, All;
Sec. 7, All;
Sec. 8, SE¼SW¼, W½W½.

T. 12 S., R. 65 E.,
Sec. 1, W½E½, NW¼, W½SW¼;
Sec. 12, W½E½, S½NW¼, SE¼SW¼, N½SW¼;
Sec. 13, SW¼NW¼, SW¼;
Sec. 23, E½;
Sec. 24, W½NW¼, SW¼SW¼;
Sec. 25, SW¼NW¼, E½SW¼;
Sec. 26, E½NE¼, NE¼SE¼;
Sec. 36, SW¼SW¼, E½W½.
T. 4 S., R. 66 E.,
Sec. 12, S½NE¼, SE¼.
T. 2 S., R. 67 E.,
Sec. 12, E½E½;
Sec. 13, E½, NE¼SW¼, NW¼;
Sec. 14, W½SE¼, SW¼, S½NW¼;
Sec. 15, All;
Sec. 22, All;
Sec. 23, NE¼NE¼, E½SE¼, W½E½, W½;
Sec. 24, W½SW¼;
Sec. 25, SW¼NE¼, NW¼NW¼;
Sec. 26, NE¼, NW¼SE¼, W½;
Sec. 27, All;
Sec. 35, NW¼NE¼, W½SW¼, NW¼;
Sec. 36, NW¼NE¼, S½NE¼, SE¼, NE¼SW¼, S½SW¼, E½NW¼.
T. 3 S., R. 67 E.,
Sec. 1, W½;
Sec. 10, SE¼SE¼;
Sec. 11, SW¼NE¼, S½NW¼, SW¼;
Sec. 12, W½;
Sec. 13, NW¼;
Sec. 23, N½N½;
Sec. 32, E½E½, E½NW¼, NE¼SW¼.
T. 4 S., R. 67 E.,
Sec. 5, E½E½, W½NW¼, NW¼SW¼, SW¼SE¼;
Sec. 6, S½; SE¼;
Sec. 7, N½N½, SW¼NW¼, W½SW¼;
Sec. 8, SE¼SE¼;
Sec. 9, N½N½;
Sec. 10, S½N½, NW¼SW¼;
Sec. 11, SE¼NW¼, NW¼SW¼, NW¼SE¼;
Sec. 12, SE¼NW¼, N½SW¼;
Sec. 17, N½NE¼;
Sec. 18, SE¼NE¼, SE¼SW¼, SE¼.
T. 7 S., R. 67 E.,
Sec. 20, NE¼NE¼, SE¼SE¼;
Sec. 21, S½NW¼, SW¼SW¼, SE¼SE¼;
Sec. 22, SW¼SW¼;
Sec. 27, S½S½;
Sec. 28, NW¼NE¼, NE¼NW¼;
Sec. 34, E½NE¼; NE¼SE¼;
Sec. 35, N½NW¼, SE¼NW¼, SE¼SW¼.
T. 8 S., R. 67 E.,
Sec. 2, W½W½;
Sec. 3, E½E½;
Sec. 10, E½E½;
Sec. 11, W½;
Sec. 14, W½;
Sec. 15, E½E½;
Sec. 22, E½E½;
Sec. 23, W½;
Sec. 26, W½;
Sec. 35, W½.
T. 9 S., R. 67 E.,
Sec. 2, E½W½;
Sec. 10, SE¼NE¼, E½SE¼;
Sec. 11, W½E½, E½NE¼, NE¼NW¼;
Sec. 14, W½E½, NW¼SW¼;
Sec. 15, E½E½;
Sec. 22, W½NE¼, E½W½;
Sec. 23, E½W½;
Sec. 26, W½W½;
Sec. 27, W½W½;
Sec. 33, E½E½;
Sec. 34, W½W½, W¼SE¼.
T. 10 S., R. 67 E.,
Sec. 3, E½W½, SW¼NW¼;
Sec. 4, NE¼, N½SE¼, SW¼SE¼;
Sec. 8, S½S½;
Sec. 9, NW¼NE¼, S½NE¼, N½NW¼, SW¼NW¼, W½SW¼, SE¼;
Sec. 16, NW¼;
Sec. 17, N½, SW¼SW¼, E½SW¼;
Sec. 18, SW¼, NW¼SE¼;
Sec. 19, NE¼NE¼, S½N½.
T. 1 S., R. 68 E.,
Sec. 32, N½NE¼, SW¼NE¼, SW¼SE¼, NE¼SW¼, SE¼SW¼, E½NW¼NW¼SW¼, E½SW¼NW¼SW¼, E½SW¼SW¼, E½NW¼SW¼, NW¼.
T. 2 S., R. 68 E.,
Sec. 4, E½;
Sec. 6, SW¼, W½SE¼;
Sec. 7, W½NE¼, W½NW¼, NW¼SE¼;
Sec. 9, NE¼, N½SE¼;
Sec. 16, W½NW¼;
Sec. 20, SE¼NE¼;
Sec. 30, SE¼NW¼, E½SW¼.

The lands described above aggregate approximately 23,607 acres.

5. For a period of 30 days, interested parties may submit comments to the Secretary of Interior, LLM, 721, Washington, D.C. 20240 (43 CFR 1411.1–2(d).).

NOLAN F. KEIL,
State Director, Nevada.

[F.R. Doc. 67-6610; Filed, June 13, 1967; 8:46 a.m.]

[New Mexico 2466]

NEW MEXICO

Notice of Proposed Withdrawal and Reservation of Lands

JUNE 6, 1967.

The Bureau of Reclamation, Department of the Interior, has filed an application, New Mexico 2466, for the withdrawal of lands described below, from location and entry under the public land laws, including the general mining laws, but not the mineral leasing laws. The applicant desires the lands for the construction and location of the Main Canal, Kutz Pumping Plant, discharge lines, combination spillway and cross drainage culvert, intercepting drains, access roads, and appurtenant structures in connection with the Navajo Indian Irrigation Project.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, Chief, Division of Lands and Minerals Program Management and Land Office, Post Office Box 1449, Santa Fe, N. Mex. 87501.

The authorized officer of the Bureau of Land Management will undertake such investigations as are necessary to determine the existing and potential demand for the lands and their resources. He will also undertake negotiations with the applicant agency with the view of adjusting the application to reduce the area to the minimum essential to meet the applicant's needs, to provide for the maximum concurrent utilization of the lands for purposes other than the applicant's, to eliminate lands needed for purposes more essential than the applicant's, and to reach agreement on the concurrent management of the lands and their resources.

He will also prepare a report for consideration by the Secretary of the Interior who will determine whether or not the lands will be withdrawn as requested by the Forest Service.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The lands involved in the application are:

NEW MEXICO PRINCIPAL MERIDIAN

T. 27 N., R. 11 W.,
Sec. 3, lots 1 and 2.
T. 28 N., R. 11 W.,
Sec. 34, S½SE¼.

The areas described aggregate 161.60 acres of public land in San Juan County, N. Mex.

MICHAEL T. SOLAN,
Chief, Division of Lands and Minerals, Program Management and Land Office.

[F.R. Doc. 67-6609; Filed, June 13, 1967; 8:46 a.m.]

National Park Service

OLYMPIC NATIONAL PARK

Notice of Intention To Issue Concession Permit

Pursuant to the provisions of section 5, Public Law 89–249, public notice is hereby given that the Department of the Interior, through the Superintendent of Olympic National Park, National Park Service, proposes thirty (30) days after the publication of this notice to issue the following authorization for the period indicated: Larry E. Winters, doing business as Grayline of the Olympics, May 31, through September 4, 1967.

The foregoing concessioner has performed his obligations under prior permit to the satisfaction of the National Park Service, and, therefore, pursuant to the act cited above is entitled to be given preference in the renewal of permit and in the negotiation of new permits. However, under the act cited above the Service is also required to consider and evaluate all proposals as a result of this notice.

Interested parties should contact the Superintendent, Olympic National Park, 600 East Park Avenue, Port Angeles, Wash. 98362 for information as to the requirements of the proposed permit.

BENNETT T. GALE,
Superintendent, Olympic National Park.

MAY 2, 1967.

[F.R. Doc. 67-6611; Filed, June 13, 1967; 8:46 a.m.]

Office of the Secretary

BUREAU HEADS ET AL.

Delegation of Authority Regarding Claims Collection

The following is a delegation of authority published in the Departmental Manual pursuant to section 3 of the Federal Claims Collection Act of 1966, 80 Stat. 309. The numbering is that of the Manual.

PART 205—GENERAL DELEGATIONS

CHAPTER 7—CLAIMS BY THE UNITED STATES FOR PROPERTY OR MONEY

205.7.1 *Suspension or termination of collection activity.* The head of each bureau or other departmental office and the Director of Management Operations pursuant to the provisions of the Federal Claims Collection Act of 1966 (80 Stat. 309) and the regulations in 344 DM may suspend or terminate collection action with respect to claims of the United States for money or property which do not exceed $20,000 exclusive of interest, arising out of activities under his jurisdiction prior to the referral of such claims to the General Accounting Office or the Department of Justice for litigation.

205.7.2 *Compromise of claims.* The Solicitor pursuant to the provisions of the Federal Claims Collection Act of 1966 (80 Stat. 309) and the regulations in 344 DM may compromise claims of the United States which do not exceed $20,000 exclusive of interest, arising out of the activities of the Department or any of its bureaus or other departmental offices.

STEWART L. UDALL,
Secretary of the Interior.

JUNE 6, 1967.

[F.R. Doc. 67-6612; Filed, June 13, 1967; 8:46 a.m.]

DEPARTMENT OF AGRICULTURE

Packers and Stockyards Administration

WHITE LIVESTOCK COMMISSION CO., INC., ET AL.

Posted Stockyards

Pursuant to the authority delegated under the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), on the respective dates specified below, it was ascertained that the livestock markets named below were stockyards within the definition of that term contained in section 302 of the Act, as amended (7 U.S.C. 202), and notice was given to the owners and to the public by posting notice at the stockyards as required by said section 302.

Name, location of stockyard and date of posting.

ALABAMA

White Livestock Commission Company, Inc., Morris, May 1, 1967.

MASSACHUSETTS

Farmer's Live Animal Market Exchange, Inc., Littleton, April 19, 1967.

OREGON

Eugene Livestock Auction, Junction City, April 27, 1967.

PENNSYLVANIA

Bell's Cart and Tack Company, Mechanicsburg, May 12, 1967.

SOUTH DAKOTA

Bowdle Livestock Commission Company, Bowdle, April 20, 1967.

Done at Washington, D.C., this 8th day of June 1967.

CHARLES G. CLEVELAND,
Registrations, Bonds and Reports Branch, Packers and Stockyards Administration.

[F.R. Doc. 67-6644; Filed, June 13, 1967; 8:49 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

DICAMBA AND ITS METABOLITE

Notice of Establishment of Temporary Tolerance

Notice is given that at the request of the Velsicol Chemical Corp., 341 East Ohio Street, Chicago, Ill. 60611, a temporary tolerance of 0.5 part per million is established for total residues of dicamba (3,6-dichloro-o-anisic acid) and its metabolite (3,6-dichloro-5-hydroxy-o-anisic acid) in or on grain sorghum. The Commissioner of Food and Drugs has determined that this temporary tolerance will protect the public health.

A condition under which this temporary tolerance is established is that the herbicide will be used in accord with the temporary permit issued by the U.S. Department of Agriculture.

This temporary tolerance expires June 6, 1968.

This action is taken pursuant to the authority vested in the Secretary of Health, Education, and Welfare by the Federal Food, Drug, and Cosmetic Act (sec. 408(j), 68 Stat. 516; 21 U.S.C. 346a(j)) and delegated by him to the Commissioner (21 CFR 2.120).

Dated: June 6, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-6675; Filed, June 13, 1967; 8:51 a.m.]

ELANCO PRODUCTS CO.

Notice of Filing of Petition Regarding Pesticides

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 408(d)(1), 68 Stat. 512; 21 U.S.C. 346a(d)(1)), notice is given that a petition (PP 7F0610) has been filed by Elanco Products Co., 740 South Alabama Street, Indianapolis, Ind. 46206, proposing the establishment of a tolerance of 0.05 part per million for negligible residues of the herbicide *N*-butyl-*N*-ethyl-α,α,α-trifluoro-2,6-dinitro-*p*-toluidine in or on the raw agricultural commodity lettuce.

The analytical method proposed for determining residues of the herbicide is a gas chromatographic technique.

Dated: June 6, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-6676; Filed, June 13, 1967; 8:51 a.m.]

SPENCER KELLOGG DIVISION OF TEXTRON, INC.

Notice of Filing of Petition for Food Additives

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(b)(5), 72 Stat. 1786; 21 U.S.C. 348(b)(5)), notice is given that a petition (FAP 7B2180) has been filed by Spencer Kellogg Division of Textron, Inc., Research Center, Post Office Box 210, Buffalo, N.Y. 14225, proposing an amendment to § 121.2522 *Polyurethane resins* to provide for the use of 1,3-butylene glycol and the alcoholysis product of pentaerythritol and linseed oil as optional components of polyurethane resins used in contact with dry, bulk food.

Dated: June 6, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-6677; Filed, June 13, 1967; 8:51 a.m.]

DEPARTMENT OF TRANSPORTATION

Coast Guard

[CGFR 67-1]

EQUIPMENT, INSTALLATIONS, OR MATERIALS

Approval and Termination of Approval Notice

1. Various items of life saving, firefighting and miscellaneous equipment, installations and materials used on vessels subject to Coast Guard inspection or on certain motorboats and other pleasure craft are required by various laws and regulations in 46 CFR Chapter I to be of types approved by the Commandant, U.S. Coast Guard. The purpose of this document is to notify all concerned that certain approvals were granted or terminated, as described in this document during the period from July 25, 1966, to November 1, 1966 (List Nos. 27–66, 29–66, 30–66, 32–66, 33–66, 34–66, 35–66, 36–66, 37–66, 38–66, 39–66 and 40–66). These actions were taken in accordance with the procedures set forth in 46 CFR 2.75–1 to 2.75–50, inclusive. For certain types of equipment, installations and materials specifications have been prescribed by the Commandant and are published in 46 CFR Parts 160 to 164, inclusive (Subchapter Q—Specifications).

2. The statutory authorities for granting approvals of equipment and the delegations of authority to the Commandant, U.S. Coast Guard, are set forth with the specific specifications governing the item and are set forth in 46 CFR Parts 160 to 164, inclusive (Subchapter Q—Specifications). The general authorities regarding approvals are set forth in sections 367, 375, 390b, 416, 481, 489, 526p and 1333 in Title 46, U.S. Code, section 1333 in Title 43, U.S. Code and section 198 in Title 50, U.S. Code while the implementing regulations requiring such equipment are in 46 CFR Chapter I or 33 CFR Chapter I. The delegations of authority for the Commandant, U.S. Coast Guard, to take appropriate actions with respect to approvals are set forth in section 632 of Title 14, U.S. Code, and § 1.4(a), Department of Transportation Order 1100.1, dated March 31, 1967 (49 CFR 1.4(a)(2), 32 F.R. 5606).

3. In Part I of this document are listed the approvals which shall be in effect for a period of 5 years from the dates issued unless sooner canceled or suspended by proper authority.

4. In Part II of this document are listed the approvals which have been terminated. Notwithstanding this termination of approvals of the items as listed in Part II, such equipment may be used so long as it is in good and serviceable condition.

PART I—APPROVALS OF EQUIPMENT, INSTALLATIONS, OR MATERIALS

LIFE PRESERVERS, KAPOK, ADULT AND CHILD (JACKET TYPE) MODELS 3 AND 5

Approval No. 160.002/2/1, Model 3, adult kapok life preserver, U.S.C.G. Specification Subpart 160.002, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.002/2/1, dated June 17, 1963, to show change in address of manufacturer.)

Approval No. 160.002/3/1, Model 5, child kapok life preserver, U.S.C.G. Specification Subpart 160.002, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.002/3/1, dated June 17, 1963, to show change in address of manufacturer.)

Approval No. 160.002/106/0, Model 3, adult kapok life preserver, U.S.C.G. Specification Subpart 160.002, manufactured by Burlington Mills, Inc., Burlington, Wis. 53015 and Post Office Box 360, Cadiz, Ky. 42211, for Herter's Inc., Waseca, Minn. 56093, effective September 8, 1966. (It supersedes Approval No. 160.002/106/0, dated December 14, 1965, to show change in address of manufacturer.)

Approval No. 160.002/107/0, Model 5, child kapok life preserver, U.S.C.G. Specification Subpart 160.002, manufactured by Burlington Mills Inc., Burlington, Wis. 53015 and Post Office Box 360, Cadiz, Ky. 42211, for Herter's, Inc., Waseca, Minn. 56093, effective September 8, 1966. (It supersedes Approval No. 160.002/107/0, dated December 14, 1965, to show change in address of manufacturer.)

Approval No. 160.002/108/0, Model 3, adult kapok life preserver, U.S.C.G. Specification Subpart 160.002, manufactured by Crawford Manufacturing Co., Inc., Third and Decatur Streets, Richmond, Va. 23212, for Sears, Roebuck and Co., 925 South Homan Avenue, Chicago, Ill. 60607, effective September 15, 1966. (Approved for all motorboats and vessels.)

Approval No. 160.002/109/0, Model 5, child kapok life preserver, U.S.C.G. Specification Subpart 160.002, manufactured by Crawford Manufacturing Co., Inc., Third and Decatur Streets, Richmond, Va. 23212, for Sears, Roebuck and Co., 925 South Homan Avenue, Chicago, Ill. 60607, effective September 15, 1966. (Approved for all motorboats and vessels.)

WINCHES, LIFEBOAT

Approval No. 160.015/90/0, Type CW–14 lifeboat winch, approval is limited to mechanical components only, and for a maximum working load of 12,500 pounds pull at the drums (6,250 pounds per fall), identified by general arrangement dwg. No. WA–9114, Rev. A, dated July 22, 1966, or No. WA–9115, Rev. A, dated July 25, 1966, and dwg. list, dated September 23, 1966, manufactured by Carroll Engineering Co., 313 State Street, Box 711, Perth Amboy, N.J. 08862, effective Oct. 27, 1966. (Galvanic protection of aluminum gear case requires assembly with stainless steel bolts, nuts, washers, and threaded inserts.)

LADDERS, EMBARKATION-DEBARKATION (FLEXIBLE)

Approval No. 160.017/31/2, Model 241A/61–79, Type II, embarkation-debarkation ladder, chain suspension, steel ears, dwg. No. 241A/61–79, dated April 21, 1961, and revised October 21, 1966, manufactured by Great Bend Manufacturing Corp., 234 Godwin Avenue, Paterson, N.J. 07501, effective October 31, 1966. (Approval limited to ladders 79 feet or less in length). (It supersedes Approval No. 160.017/31/1, dated October 12, 1965, to show change in construction.)

Approval No. 160.017/33/1, Model E–1004D, Type II embarkation-debarkation ladder, chain suspension, steel ears, dwg. No. LC–104, Rev. 4, dated September 23, 1966, manufactured by Roberton and Schwartz, Inc., 163 Main Street, San Francisco, Calif. 94105, effective October 11, 1966. (Approval limited to ladders 65 feet or less in length.) (It supersedes Approval No. 160.017/33/0, dated January 29, 1962.)

Approval No. 160.017/34/1, Model P–1006–A, Type I embarkation-debarkation ladder, rope suspension, steel ears, dwg. LC–106, Rev. 4, dated September 23, 1966, manufactured by Roberton and Schwartz, Inc., 163 Main Street, San Francisco, Calif. 94105, effective October 11, 1966. (It supersedes Approval No. 160.017/34/0, dated January 29, 1962.)

DAVITS

Approval No. 160.032/128/0, mechanical davit, straight boom-sheath screw, size A–7–O–S, approved for a maximum working load of 8,000 pounds per set (4,000 pounds per arm), using two-part falls, identified by general arrangement dwg. No. 619.S, dated January 3, 1951, and dwg. list dated October 10, 1966, manufactured by C. C. Galbraith & Son, Inc., Maple Place and Manchester Avenue, Post Office Box 185, Keyport, N.J. 07735, effective October 17, 1966. (It is an extension of Approval No. 160.032/128/0, dated December 7, 1961.)

Approval No. 160.032/169/0, gravity davit, Type LG–13–2G, approved for a maximum working load of 13,000 pounds per set (6,500 pounds per arm) using two-part falls; identified by general arrangement dwg. DA–9080, Rev. A, dated July 20, 1966, and dwg. list dated September 21, 1966, manufactured by Carroll Engineering Co., 313 State Street, Box 711, Perth Amboy, N.J. 08862, effective October 11, 1966. (Limited to installations with A-frame inboard connection.) (It supersedes Approval No. 160.032/169/0 dated Oct. 10, 1966 to show change in "Remarks".)

Approval No. 160.032/172/0, gravity davit, Type LG–125–1G, approved for a maximum working load of 12,500 pounds per set (6,250 pounds per arm) using one-part falls; identified by general arrangement dwg. DA–9099, Rev. B, dated August 2, 1966, and dwg. list dated September 23, 1966, manufactured by Carroll Engineering Co., 313 State Street, Box 711, Perth Amboy, N.J. 08862, effective October 13, 1966. (Limited to installations with A-frame inboard connection.)

LIFEBOATS

Approval No. 160.035/102/7, 24.0′ x 8.0′ x 3.5′ steel, motor-propelled lifeboat without radio cabin or searchlight (Class 1), 37-person capacity, identified by general arrangement and construction dwg. No. 55–R–2425, dated April 21, 1955, and revised August 19, 1966, manufactured by Lane Lifeboat & Davit Corp., 150 Sullivan Street, Brooklyn, N.Y. 11231, effective October 28, 1966. (It supersedes Approval No. 160.035/102/6 dated Mar. 11, 1966.)

Approval No. 160.035/178/5, 16.0′ x 5.5′ x 2.38′ steel, oar-propelled lifeboat, 12-person capacity, identified by construction and arrangement dwg. No. 16–1, Rev. D, dated May 24, 1966, manufactured by Marine Safety Equipment Corp., Foot of Paynter's Road, Farmingdale, N.J. 07727, effective October 6, 1966. (If mechanical disengaging apparatus is fitted, it shall be of an approved type and the installation in this particular lifeboat shall be approved by the Commandant). (It supersedes Approval No. 160.035/178/4 dated Oct. 6, 1961, to show change in construction.)

Approval No. 160.035/331/2, 24.0′ x 8.0′ x 3.25′ steel, hand-propelled T-bar keel lifeboat, 40-person capacity, identified by general arrangement dwg. No. G–2440–H, dated November 1954, and revised September 8, 1966, manufactured by C. C. Galbraith & Son, Inc., Maple Place and Manchester Avenue, Post Office Box 185, Keyport, N.J. 07735, effective October 4, 1966. (It supersedes Approval No. 160.035/331/1 dated Oct. 4, 1961.)

Approval No. 160.035/410/3, 30.0′ x 10.0′ x 4.33′ fibrous glass reinforced plas-

tic (FRP), hand-propelled lifeboat, 78-person capacity, identified by general arrangement dwg. No. P–30–1H, Rev. J, dated September 14, 1966, manufactured by Marine Safety Equipment Corp., Foot of Paynter's Road, Farmingdale, N.J. 07727, effective September 23, 1966. (It supersedes Approval No. 160.035/410/2 dated Dec. 22, 1965, to show change in construction.)

Approval No. 160.035/414/1, 22.0' x 7.5' x 3.16' steel hand-propelled lifeboat, 31-person capacity, identified by general arrangement dwg. 56–2224, dated April 3, 1958, and revised October 22, 1966, manufactured by Lane Lifeboat & Davit Corp., 150 Sullivan Street, Brooklyn, N.Y. 11231, effective October 28, 1966. (It reinstates and supersedes Approval No. 160.035/414/0 terminated Aug. 9, 1965.)

Aproval No. 160.035/443/1, 30.0' x 10.0' x 4.33' fibrous glass reinforced plastic (FRP) motor-propelled Class 1 lifeboat, 74-person capacity, identified by general arrangement dwg. No. P–30–1M, Rev. F, dated September 14, 1966, manufactured by Marine Safety Equipment Corp., Foot of Paynter's Road, Farmingdale, N.J. 07727, effective September 21, 1966. (It supersedes Approval No. 160.035/443/0 dated Dec. 8, 1965, to show change in construction.)

BUOYANT VESTS, KAPOK OR FIBROUS GLASS, ADULT AND CHILD

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.047/300/0, Type I, Model AK–1, adult kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.047/300/0 dated June 17, 1963, to show change in address of manufacturer.)

Approval No. 160.047/301/0, Type I, Model CKM–1, child kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.047/301/0 dated June 17, 1963, to show change in address of manufacturer.)

Approval No. 160.047/302/0, Type I, Model CKS–1, child kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.047/302/0 dated June 17, 1963, to show change in address of manufacturer.)

Approval No. 160.047/535/0, Type I, Model AK–1, adult kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by Crawford Manufacturing Co., Inc., Third and Decatur Streets, Richmond, Va. 23212, and 12th and Graham Streets, Emporia, Kans. 66801, for the Bowman Products Division, Associated Spring Corp., 850 East 72d Street, Cleveland, Ohio 44103, effective September 20, 1966. (Formerly the Bowman Products Co.) (It supersedes Approval No. 160.047/535/0 dated Jan. 10, 1962, to show change in name of manufacturer.)

Approval No. 160.047/536/0, Type I, Model CKM–1, child kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by Crawford Manufacturing Co., Inc., Third and Decatur Streets, Richmond, Va. 23212, and 12th and Graham Streets, Emporia, Kans. 66801, for the Bowman Products Division, Associated Spring Corp., 850 East 72d Street, Cleveland, Ohio 44103, effective September 20, 1966. (Formerly the Bowman Products Co.) (It supersedes Approval No. 160.047/536/0 dated Jan. 10, 1962, to show change in name of manufacturer.)

Approval No. 160.047/537/0, Type I, Model CKS–1, child kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by Crawford Manufacturing Co., Inc., Third and Decatur Streets, Richmond, Va. 23212, and 12th and Graham Streets, Emporia, Kans. 66801, for the Bowman Products Division, Associated Spring Corp., 850 East 72d Street, Cleveland, Ohio 44103, effective September 20, 1966. (Formerly the Bowman Products Co.) (It supersedes Approval No. 160.047/537/0 dated Jan. 10, 1962, to show change in name of manufacturer.)

Approval No. 160.047/580/0, Type I, Model AK–1, adult kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, for Seaway, Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.047/580/0 dated Nov. 5, 1964, to show change in address of manufacturer.)

Approval No. 160.047/581/0, Type I, Model CKM–1, child kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, for Seaway, Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.047/581/0 dated Nov. 5, 1964, to show change in address of manufacturer.)

Approval No. 160.047/582/0, Type I, Model CKS–1, child kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, for Seaway, Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.047/582/0 dated Nov. 5, 1964, to show change in address of manufacturer.)

Approval No. 160.047/592/0, Type I, Model AK–1, adult kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by Burlington Mills, Inc., Burlington, Wis. 53015 and Post Office Box 360, Cadiz, Ky. 42211, for Herter's, Inc., Waseca, Minn. 56093, effective September 8, 1966. (It supersedes Approval No. 160.047/592/0 dated Dec. 14, 1965, to show change in address of manufacturer.)

Approval No. 160.047/593/0, Type I, Model CKM–1, child medium kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by Burlington Mills, Inc., Burlington, Wis. 53015 and Post Office Box 360, Cadiz, Ky. 42211, for Herter's, Inc., Waseca, Minn. 56093, effective September 8, 1966. (It supersedes Approval No. 160.047/593/0 dated Dec. 14, 1965, to show change in address of manufacturer.)

Approval No. 160.047/594/0, Type I, Model CKS–1, child small kapok buoyant vest, U.S.C.G. Specification Subpart 160.047, manufactured by Burlington Mills, Inc., Burlington, Wis. 53015 and Post Office Box 360, Cadiz, Ky. 42211, for Herter's Inc., Waseca, Minn. 56093, effective September 8, 1966. (It supersedes Approval No. 160.047/594/0 dated Dec. 14, 1965, to show change in address of manufacturer.)

BUOYANT CUSHIONS, KAPOK OR FIBROUS GLASS

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.048/3/0, group approval for rectangular and trapezoidal kapok buoyant cushions, U.S.C.G. Specification Subpart 160.048, sizes and weights of kapok filling to be as per Table 160.048–4(c)(1)(i), manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.048/3/0 dated Aug. 8, 1963, to show change in address of manufacturer.)

Approval No. 160.048/4/0, group approval for rectangular and trapezoidal fibrous glass buoyant cushions, U.S.C.G. Specification Subpart 160.048, sizes and weights of fibrous glass fillings to be as per Table 160.048–4(c)(1)(ii), manufactured by the American Pad & Textile Co., Post Office Box 49, Fairfield, Calif. 94534, effective August 30, 1966. (It supersedes Approval No. 160.048/4/0 dated June 14, 1963, to show change in address of manufacturer.)

Approval No. 160.048/217/0, group approval for rectangular and trapeziodal kapok buoyant cushions, U.S.C.G. Specification Subpart 160.048, sizes and weights of kapok filling to be as per Table 160.048–4(c)(1)(i), manufactured by Crawford Manufacturing Co., Inc., Third and Decatur Streets, Richmond, Va. 23212, and 12th and Graham Streets, Emporia, Kans. 66801, for the Bowman Products Division, Associated Spring Corp., 850 East 72d Street, Cleveland, Ohio 44103, effective September 20, 1966. (Formerly the Bowman Products Co.) (It supersedes Approval No. 160.048/217/0 dated Jan. 10, 1962, to show change in name of manufacturer.)

Approval No. 160.048/242/0, group approval for rectangular and trapezoidal kapok buoyant cushions, U.S.C.G. Specification Subpart 160.048, sizes and weights of kapok filling to be as per Table 160.048–4(c)(1)(i), manufactured by Burlington Mills, Inc., Burlington, Wis. 53015, and Post Office Box 360, Cadiz, Ky. 42211, for Herter's Inc., Waseca, Minn. 56093, effective September 8, 1966. (It supersedes Approval No. 160.048/242/0 dated Dec. 14, 1965, to show change in address of manufacturer.)

BUOYS, LIFE, RING, UNICELLULAR PLASTIC

Approval No. 160.050/42/0, 30-inch unicellular plastic ring life buoy, U.S.C.G.

Specification Subpart 160.050 and American Pad & Textile Co. dwg. No. 175–LA–3, dated December 11, 1964, manufactured by Tapatco, Inc., Post Office Box 49, Fairfield, Calif. 94533, for Mermatec, Inc., 3332 Industrial Court, San Diego, Calif. 92121, effective October 25, 1966. (Buoy bodies are made by B. F. Goodrich Co., Sponge Products Division, Sheldon, Conn.)

Approval No. 160.050/43/0, 24-inch unicellular plastic ring life buoy, U.S.C.G. Specification Subpart 160.050 and American Pad & Textile Co. dwg. No. 175–LA–3, dated December 11, 1964, manufactured by Tapatco, Inc., Post Office Box 49, Fairfield, Calif. 94533, for Mermatec, Inc., 3332 Industrial Court, San Diego, Calif. 92121, effective October 25, 1966. (Buoy bodies are made by B. F. Goodrich Co., Sponge Products Division, Sheldon, Conn.)

Approval No. 160.050/44/0, 20-inch unicellular plastic ring life buoy, U.S.C.G. Specification Subpart 160.050 and American Pad & Textile Co. dwg. No. 175–LA–3, dated December 11, 1964, manufactured by Tapatco, Inc., Post Office Box 49, Fairfield, Calif. 94533, for Mermatec, Inc., 3332 Industrial Court, San Diego, Calif. 92121, effective October 25, 1966. (Buoy bodies are made by B. F. Goodrich Co., Sponge Products Division, Sheldon, Conn.)

BUOYANT VESTS, UNICELLULAR PLASTIC FOAM, ADULT AND CHILD

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.052/144/0, Type II, Model UPA, adult unicellular plastic foam buoyant vest, dwg. 122061 (sheets 1 and 2), Rev. I, dated June 24, 1963, and Bill of Materials, dated September 30, 1965, manufactured by Atlantic-Pacific Manufacturing Corp., 124 Atlantic Avenue, Brooklyn, N.Y. 11201, for Nautical Products, Inc., 86–88 Congress Street, Brooklyn, N.Y. 11201, effective August 23, 1966. (It supersedes Approval No. 160.-052/144/0, dated September 14, 1961, to show change in specification.)

Approval No. 160.052/145/0, Type II, Model UPM, medium, child unicellular plastic foam buoyant vest, dwg. 122061 (sheets 1 and 3), Rev. I, dated June 24, 1963, and Bill of Materials, dated September 30, 1965, manufactured by Atlantic-Pacific Manufacturing Corp., 124 Atlantic Avenue, Brooklyn, N.Y. 11201, for Nautical Products, Inc., 86–88 Congress Street, Brooklyn, N.Y. 11201, effective August 23, 1966. (It supersedes Approval No. 160.052/145/0, dated September 14, 1961, to show change in specification.)

Approval No. 160.052/146/0, Type II, Model UPS, small child unicellular plastic foam buoyant vest, dwg. 122061 (sheets 1 and 4), Rev. I, dated June 24, 1963, and Bill of Materials dated September 30, 1965, manufactured by Atlantic-Pacific Manufacturing Corp., 124 Atlantic Avenue, Brooklyn, N.Y. 11201, for Nautical Products, Inc., 86–88 Congress Street, Brooklyn, N.Y. 11201, effective August 23, 1966. (It supersedes Approval No. 160.052/146/0, dated September 14, 1961, to show change in specifications.)

WORK VESTS, UNICELLULAR PLASTIC FOAM

Approval No. 160.053/23/0, Model 8225, vinyl coated unicellular plastic foam work vest, dwg. No. 8225/9/66, Rev. I, dated September 20, 1966, manufactured by Atlantic-Pacific Manufacturing Corp., 124 Atlantic Avenue, Brooklyn, N.Y. 11201, effective October 21, 1966.

LIFE PRESERVERS, UNICELLULAR PLASTIC FOAM, ADULT AND CHILD

NOTE: For use on all vessels and motorboats.

Approval No. 160.055/54/1, Type II, Model 8130, adult molded vinyl dip coated unicellular plastic foam life preserver, Dwg. No. 22000, Rev. I, dated September 9, 1966, manufactured by Atlantic-Pacific Manufacturing Corp., 124 Atlantic Avenue, Brooklyn, N.Y. 11201, effective September 13, 1966. (It supersedes Approval No. 160.055/54/0 dated Apr. 26, 1966, to show change in reference drawing.)

Approval No. 160.055/55/1, Type II, Model 8131, child molded vinyl dip coated unicellular plastic foam life preserver, Dwg. No. 22000, Rev. I, dated September 9, 1966, manufactured by Atlantic-Pacific Manufacturing Corp., 124 Atlantic Avenue, Brooklyn, N.Y. 11201, effective September 13, 1966. (It supersedes Approval No. 160.055/55/0 dated Apr. 26, 1966, to show change in reference drawing.)

Approval No. 160.055/58/0, Type IA, Model 62, adult vinyl dip coated unicellular plastic foam life preserver, U.S.C.G. Specification Subpart 160.055, Dwg. No. 160.055–1A (sheet 1), and COMDT (MMT–3) letter dated August 29, 1966, manufactured by Crawford Manufacturing Co., Third and Decatur Streets, Richmond, Va. 23212, effective August 30, 1966.

Approval No. 160.055/59/0, Type IA, Model 66, child vinyl dip coated unicellular plastic foam life preserver, U.S.C.G. Specification Subpart 160.055, Dwg. No. 160.055–IA (sheet 2), and COMDT (MMT–3) letter dated August 29, 1966, manufactured by Crawford Manufacturing Co., Third and Decatur Streets, Richmond, Va. 23212, effective August 30, 1966.

Approval No. 160.055/62/0, Type IB, Model 63, adult cloth-covered unicellular plastic foam life preserver, U.S.C.G. Specification Subpart 160.055 and Dwg. No. 160.055–IB (sheets 1 and 2), manufactured by International Cushion Co., 1110 Northeast Eighth Avenue, Fort Lauderdale, Fla. 33311, effective November 1, 1966.

Approval No. 160.055/63/0, Type IB, Model 67, child cloth-covered unicellular plastic foam life preserver, U.S.C.G. Specification Subpart 160.055 and Dwg. No. 160.065–IB (sheets 3 and 4), manufactured by International Cushion Co., 1110 Northeast Eighth Avenue, Fort Lauderdale, Fla. 33311, effective November 1, 1966.

FIRE PROTECTIVE SYSTEMS

Approval No. 161.002/7/1, supervised automatic fire detecting and manual fire alarm system consisting of a control unit (B–327, B–328, and B–257–4); zone module assembly (B–326); manual fire alarm boxes (dwgs. B–262, alt. 4 and B–262–2, alt. 4); manual fire alarm test box (dwg. B–262–1, alt. 3); battery charging panel, 115 v. a.c. input (dwg. B–261–3, alt. 0), or battery charging panel, 120 v d.c. input (dwg. B–261–2, alt. 0), fire alarm bells (dwgs. D–103–2, alt. 0; D–103, alt. 0, and D–102, alt. 0), manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (This system is intended for use with two 24-volt storage batteries, one of which is on charge while the other is supplying the system.) (It supersedes Approval No. 161.002/7/1 dated Oct. 29, 1965, to show change of name and address of manufacturer.)

TELEPHONE SYSTEMS, SOUND-POWERED

Approval No. 161.005/42/0, sound powered telephone station, selective ringing, common talking, bulkhead mounting, splashproof, with internal hand generator bell, dwg. B–169, Alt. 1, Type 8D, eight stations maximum and Type 17D, 17 stations maximum, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (For use in locations not exposed to the weather and where a load ringing bell is not necessary). (It supersedes Approval No. 161.005/42/0 dated Dec. 4, 1961, to show change of name and address of manufacturer.)

Approval No. 161.005/43/1, sound powered telephone station, selective ringing, common talking, bulkhead mounting, splashproof, with attached 3'', 6'', or 8'' hand generator bell, dwg. No. B–170, Alt. 1, Type 8S, eight stations maximum and Type 17S, 17 stations maximum, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (For use in locations not exposed to the weather). (It supersedes Approval No. 161.005/43/1 dated Apr. 10, 1962, to show change of name and address of manufacturer.)

Approval No. 161.005/44/0, sound powered telephone station, selective ringing, common talking, bulkhead mounting, watertight, with attached 6'' or 8'' hand generator bell, dwg. B–171, Alt. 1, Type 8W, 8 stations maximum and Type 17W, 17 stations maximum, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (It supersedes Approval No. 161.005/44/0, dated December 4, 1961, to show change of name and address of manufacturer.)

Approval No. 161.005/45/0, sound powered telephone station, selective ringing, common talking, pedestal mounting, watertight, with attached 6'' or 8'' hand generator bell, dwg. B–172, Alt. 1, Type 8WP, 8 stations maximum and Type 17WP, 17 stations maximum, manufactured by Tele-Dynamics Division,

American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (It supersedes Approval No. 161.005/45/0, dated December 4, 1961, to show change of name and address of manufacturer.)

Approval No. 161.005/46/1, sound powered telephone signal relay, self-locking, manual release, with indicator light, for operation with hand generator, dwg. B-177, Alt. 1, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (For connecting in parallel with hand generator bell on sound powered telephone stations to operate separately powered 115 volts A.C. audible signal). (It supersedes Approval No. 161.005/46/1, dated April 10, 1962, to show change of name and address of manufacturer.)

Approval No. 161.005/47/0, sound powered telephone signal relay, non-locking, for operation with hand generator, dwg. No. B-173, Alt. 0, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (For connecting in parallel with hand generator bell on sound powered telephone stations to operate separately powered 115 volts A.C. audible signal.) (It supersedes Approval No. 161.-005/47/0, dated January 30, 1962, to show change of name and address of manufacturer.)

Approval No. 161.005/48/0, sound powered telephone station, selective ringing, common talking, nonwaterproof, with internal hand generator bell, Type 8DDS and Type 17DDS, dwg. B-174, Alt. 2, for use in officer's quarters and radio room, manufactured by Tele-Dynamics Division, 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (It supersedes Approval No. 161.-005/48/0, dated April 10, 1962, to show change of name and address of manufacturer.)

Approval No. 161.005/49/0, sound powered telephone extension bell relay, with indicator lights, two-station type, self-locking, splashproof, dwg. B-196, dated November 5, 1956, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (For connecting in parallel with hand generator bells to operate separately powered audible signals, 115 volts A.C.) (It supersedes Approval No. 161.-005/49/0, dated May 29, 1962, to show change of name and address of manufacturer.)

Approval No. 161.005/50/0, sound powered telephone station, selective ringing, common talking, bulkhead mounting, watertight, deep box cover for stowage of 50 ft. handset cord, with attached 3", 6", or 8" hand generator bell, Type 8WB, eight stations maximum and Type 17WB, 17 stations maximum, dwg. No. B-171-1, Alt. 1, dated August 2, 1956, manufactured by Tele-Dynamics Division, American Bosch Arma Corp., 5000 Parkside Avenue, Philadelphia, Pa. 19131, effective August 24, 1966. (It supersedes Approval No. 161.005/50/0 dated Aug. 3, 1962, to show change of name and address of manufacturer.)

SEARCHLIGHTS, MOTOR LIFEBOAT

Approval No. 161.006/2/0, Type C, motor-lifeboat searchlight, dwg. No. 500C-1, manufactured by the Portable Light Co., Inc., 65 Passaic Avenue, Kearny, N.J. 07032, effective September 7, 1966. (Replaces Type N searchlight Approval No. 161.006/1/0.)

SAFETY VALVES (POWER BOILERS)

Approval No. 162.001/267/0, Crosby style HN-MS-65-9 nozzle type safety relief valve, Crosby dwg. D49675, dated February 15, 1966; approved for a maximum pressure of 1,200 p.s.i.g. at 650° F., inlet size 3", manufactured by Crosby Valve & Gage Co., Wrentham, Mass. 02093, effective September 20, 1966. (It supersedes Approval No. 162.001/267/0 dated May 23, 1966, to show correction.)

BOILERS (HEATING)

Approval No. 162.003/117/0, Model M-800 heating boiler for steam or hot water service, all welded plate construction, dwg. No. DAB-25033, dated July 19, 1951, approved for a maximum design pressure of 30 p.s.i., 268,800 B.t.u. per hour or 269 pounds per hour, manufactured by York-Shipley, Inc., York, Pa. 17405, effective August 23, 1966. (Approval limited to bare boiler.) (It is an extension of Approval No. 162.003/117/0 dated Oct. 12, 1961.)

Approval No. 162.003/118/0, Model M-1200 heating boiler for steam or hot water service, all welded plate construction, dwg. No. DAB-25034, dated July 17, 1951, approved for a maximum design pressure of 30 p.s.i., 420,000 B.T.U. per hour or 420 pounds per hour, manufactured by York-Shipley, Inc., York, Pa. 17405, effective August 23, 1966. (Approval limited to bare boiler). (It is an extension of Approval No. 162.003/118/0, dated October 12, 1961.)

Approval No. 162.003/119/0, Model M-1500 heating boiler for steam or hot water service, all welded plate construction, dwg. No. DAB-25035, dated July 19, 1951, approved for a maximum design pressure of 30 p.s.i., 504,000 B.T.U. per hour or 504 pounds per hour, manufactured by York-Shipley, Inc., York, Pa. 17405, effective August 23, 1966. (Approval limited to bare boiler). (It is an extension of Approval No. 162.003/119/0, dated October 12, 1961).

SAFETY VALVES (STEAM HEATING BOILERS)

Approval No. 162.012/2/1, No. 2568 safety valve, cast iron body and brass base, for low pressure steam heating boilers, dwg. No. K-955-A, dated January 21, 1956, approved in the sizes shown below for a maximum pressure of 15 p.s.i.

Size (inches)	*Capacity (pounds/hour)*
¾	360
1	580
1¼	870
1½	1,125
2	2,140
2½	3,485
3	4,865

manufactured by Crane Co., 4100 South Kedzie Avenue, Chicago, Ill. 60632, Attention: (C. Ausema, effective October 7, 1966.) (It is an extension of Approval No. 162.012/2/1, dated December 4, 1961, and change of address.)

SAFETY RELIEF VALVES, LIQUEFIED COMPRESSED GAS

Approval No. 162.018/36/0, Type 1905, safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, 150 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Value & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Formerly Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/36/0, dated January 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/37/0, Type 1906, safety relief valve for liquified compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, 300 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Formerly Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/37/0, dated January 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/38/0, Type 1910, safety relief valve for liquefied compressed gas service (noncorrosive) full nozzle type metal-to-metal seat, 300 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Formerly Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/38/0, dated January 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/39/0, Type 1912, safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, 600 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Value & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Formerly Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/39/0, dated January 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/48/0, Type 1905 (special) safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, with Buna-N "O" ring seating surface seal, 150 p.s.i. primary service pressure rating,

dwg. No. 404217, dated May 17, 1955, as modified by dwg. No. TP–114, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/48/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/49/0, Type 1906 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, with Buna-N "O" ring seating surface seal, 300 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, as modified by dwg. No. TP–114, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approxal No. 162.018/49/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/50/0, Type 1910 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, with Buna-N "O" ring seating surface seal, 300 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, as modified by dwg. No. TP–114, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/50/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/51/0, Type 1912 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, with Buna-N "O" ring seating surface seal, 600 p.s.i. primary service pressure rating, dwg. No. 404217, dated May 17, 1955, as modified by dwg. No. TP–114, approved for inlet diameters of 1 inch through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/51/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/52/0, Type 1905–30 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, bellows type with Buna-N "O" ring seating surface seal, 150 p.s.i. primary service pressure rating, dwg. No. 401401, dated October 1, 1956, as modified by dwg. No. TP–116, approved for inlet diameters of 1½ inches through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La., 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/52/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/53/0, Type 1906–30 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, bellows type with Buna-N "O" ring seating surface seal, 300 p.s.i. primary service pressure rating, dwg. No. 401401, dated October 1, 1956 as modified by dwg. No. TP–116, approved for inlet diameters of 1½ inches through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/53/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/54/0, Type 1910–30 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, bellows type with Buna-N "O" ring seating surface seal, 300 p.s.i. primary service pressure rating, dwg. No. 401401, dated October 1, 1956, as modified by dwg. No. TP–116, approved for inlet diameters of 1½ inches through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/54/0 dated Jan. 16, 1962, and change of name of manufacturer.)

Approval No. 162.018/55/0, Type 1912–30 (special), safety relief valve for liquefied compressed gas service (noncorrosive), full nozzle type metal-to-metal seat, bellows type with Buna-N "O" ring seating surface seal, 600 p.s.i. primary service pressure rating, dwg. No. 401401, dated October 1, 1956, as modified by dwg. No. TP–116, approved for inlet diameters of 1½ inches through 6 inches for a maximum set pressure of 250 p.s.i.g., manufactured by Dresser Industrial Valve & Instrument Division, Box 1430, Alexandria, La. 71301, effective September 20, 1966. (Relieving capacity certified by the National Board of Boiler and Pressure Vessel Inspectors letter dated Dec. 12, 1960, to Manning, Maxwell & Moore, Inc.) (It is an extension of Approval No. 162.018/55/0 dated Jan. 16, 1962, and change of name of manufacturer.)

BOILERS, AUXILIARY, AUTOMATICALLY CONTROLLED PACKAGED

Approval No. 162.026/8/0, Johnston Bros., Inc., Model 534 automatically controlled packaged auxiliary boiler, light oil fire (fuel no heavier than std. No. 2, gravity 30–48 API at 60° F.), maximum allowable pressure 200 p.s.i., manufactured by Johnston Bros., Inc., Ferrysburg, Mich. 49409, effective November 1, 1966.

FIRE EXTINGUISHING SYSTEMS, FOAM TYPE

Approval No. 162.033/7/1, National AER-O-FOAM 100 Marine Foam Fire Extinguishing Systems, with AER-O-FOAM 100 foaming concentrate and catalyst, for use on polar solvents (alcohols, ketones, etc.) or ordinary petroleum products, Instruction Sheet No. 628, revised August 12, 1966, manufactured by National Foam System, Inc., West Chester, Pa. 19380, effective August 29, 1966. (It supersedes Approval No. 162.033/7/0 dated Oct. 28, 1965, to show change in instruction sheet.)

CARBON DIOXIDE TYPE FIRE EXTINGUISHING SYSTEMS

Approval No. 162.038/2/0, C-O-Two carbon dioxide type fire extinguishing systems, parts list dated August 9, 1961, manufactured by the Fyr-Fyter Co., Post Office Box 2750, Newark, N.J. 07114, effective July 29, 1966.

Approval No. 162.038/3/0, Cardox Low Pressure Carbon Dioxide Marine Fire Extinguishing System, Schematic dwg. Nos. FC–33140, Rev. C, dated May 6, 1954, FC–40424 dated May 17, 1957, FC–40425 dated May 17, 1957, and Dwg. List No. FD–32501, Rev. C, dated April 8, 1958, manufactured by Cardox, division of Chemetron Corp., 840 North Michigan Avenue, Chicago, Ill., 60611, effective July 29, 1966. (It supersedes Approval File: JJ 162.021/Cardox dated July 15, 1963, to show change in CG CO_2 system designation.)

Approval No. 162.038/4/0, "General" Carbon Dioxide Marine Fire Extinguishing Systems, typical installation Dwg. No. M–5810, Rev. A, dated March 28, 1960, parts list Dwg. No. M–5810–1, revised April 21, 1960, manufactured by the General Fire Extinguishing Corp., 1685 Shermer Road, Northbrook, Ill. 60062 and 8740 Washington Boulevard, Culver City, Calif. 90231, effective July 29, 1966.

BACKFIRE FLAME CONTROL, GASOLINE ENGINES; FLAME ARRESTERS, FOR MERCHANT VESSELS AND MOTORBOATS

NOTE: Alternate materials list include: cover plates 0.040 SAE 3003H14 alum alloy; elements 0.010 SAE 3003H14 alum alloy; rivets and rod SAE 6061 alum alloy.

Approval No. 162.041/45/1, Bendix Model B–175–23 backfire flame arrester,

Bendix dwg. B–175–23, Rev. E, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/45/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/46/1, Bendix Model B–175–24 backfire flame arrester, Bendix dwg. B–175–24, Rev. D, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/46/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/47/1, Bendix Model B–175–25 backfire flame arrester, Bendix dwg. B–175–25, Rev. D, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/47/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/48/1, Bendix Model B–175–29 backfire flame arrester, Bendix dwg. B–175–31, Rev. D, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/48/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/49/1, Bendix Model B–175–30 backfire flame arrester, Bendix dwg. B–175–30, Rev. E, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/49/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/50/1, Bendix Model B–175–31 backfire flame arrester, Bendix dwg. B–175–31, Rev. D, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/50/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/51/1, Bendix Model B–175–32 backfire flame arrester, Bendix dwg. B–175–32, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/51/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/52/1, Bendix Model B–175–22A backfire flame arrester, Bendix dwg. B–175–22A, Rev. B, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/52/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/53/1, Bendix Model B–175–23A backfire flame arrester, Bendix dwg. B–175–23A, Rev. B, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/53/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/54/1, Bendix Model B–175–24A backfire flame arrester, Bendix dwg. B–175–24A, Rev. B, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/54/0 dated Jan. 31, 1966, to show change in alternate materials.)

Approval No. 162.041/55/1, Bendix Model B–175–25A backfire flame arrester, Bendix dwg. B–175–25A, Rev. B, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/55/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/56/1, Bendix Model B–175–26A backfire flame arrester, Bendix dwg. B–175–26A, Rev. B, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/56/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/57/1, Bendix Model B–175–27A backfire flame arrester, Bendix dwg. B–175–27A, Rev. B, dated September 8, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/57/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/58/1, Bendix Model B–175–28A backfire flame arrester, Bendix dwg. B–175–28A, Rev. C, dated September 8, 1966, maufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/58/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/59/1, Bendix Model B–175–29A backfire flame arrester, Bendix dwg. B–175–29A, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/59/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/60/1, Bendix Model B–175–30A backfire flame arrester, Bendix dwg. B–175–30A, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/60/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/61/1, Bendix Model B–175–31A backfire flame arrester, Bendix dwg. B–175–31A, Rev. B, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/61/0 dated Feb. 2, 1966, to show change in alternate materials.)

Approval No. 162.041/62/1, Bendix Model B–175–32A backfire flame arrester, Bendix dwg. B–175–32A, Rev. B, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/62/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/63/1, Bendix Model B–175–33A backfire flame arrester, Bendix dwg. B–175–33A, Rev. B, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/63/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/71/1, Bendix Model B–175–34 backfire flame arrester, Bendix dwg. B–175–34, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/71/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/72/1, Bendix Model B–175–37 backfire flame arrester, Bendix dwg. B–175–37, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/72/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/73/1, Bendix Model B–175–34A backfire flame arrester, Bendix dwg. B–175–34A, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/73/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/74/1, Bendix Model B–175–36A backfire flame arrester, Bendix dwg. B–175–36A, Rev. C, dated September 9, 1966, manufactured by Bendix Corp, Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966. (It supersedes Approval No. 162.041/74/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/75/1, Bendix Model B–175–37A backfire flame arrester, Bendix dwg. B–175–37A, Rev. C, dated September 9, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich.

48214, effective September 26, 1966. (It supersedes Approval No. 162.041/75/0, dated February 2, 1966, to show change in alternate materials.)

Approval No. 162.041/94/0, Bendix Model B-175-39 backfire flame arrester, Bendix dwg. B-175-39, dated June 17, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective September 26, 1966.

Approval No. 162.041/95/0, Bendix Model B-175-40 backfire flame arrester, Bendix dwg. B-175-40, dated September 20, 1966, manufactured by Bendix Corp., Zenith Carburetor Division, 696 Hart Avenue, Detroit, Mich. 48214, effective October 25, 1966. (Alternate materials list include: flange .040 SAE 3003H14 alum. alloy; elements .010 SAE 3003H14; 5/16 SAE 6061 alum. rivets; .040 SAE 3003H14 alum. cover plate; modification of previously tested design.)

DECK COVERINGS

Approval No. 164.006/41/0, "Plastic-Stone" magnesite type deck covering identical to that described in National Bureau of Standards Test Report No. TG10210-1840: FP3139, dated May 20, 1952, approved for use without other insulating material to meet Class A-60 requirements in a 2-inch thickness, manufactured by Mortrude Floor Co., 8701 15th Avenue NW., Seattle, Wash. 98107, effective October 27, 1966. (It is an extension of Approval No. 164.006/47/0 dated Feb. 13, 1962.)

Approval No. 164.006/47/0, "Foranaft" No. 1 composite mastic and magnesite type deck covering, identical to that described in National Bureau of Standards Test Report No. TG10210-2083: FR3603, dated December 18, 1961, approved for use without other insulating material as meeting Class A-15 requirements in the thickness noted below:

¼" FORANAFT No. 1 under ⅜" "Selbalith magnesite" type deck covering.

manufactured by Selby, Battersby & Co., 5220 Whitby Avenue, Philadelphia, Pa. 19143, effective October 10, 1966. (It is an extension of Approval No. 164.006/47/0 dated Jan. 9, 1962.)

STRUCTURAL INSULATIONS

Approval No. 164.007/33/0, "Mono-Kote" sprayed vermiculite type structural insulation identical to that described in National Bureau of Standards Test Report No. TG10210-2075: FR3592, dated July 24, 1961, and Underwriters' Laboratories, Inc., Reports Retardant 4374, dated February 25, 1960, 4374-2, dated June 20, 1960, and 4374-3, dated October 10, 1960; for use without other insulating material to meet Class A-60 requirements in a 2-inch thickness and 18 to 22 pounds per cubic foot density, manufactured by Zonolite Division, W. R. Grace & Co., 135 South La Salle Street, Chicago, Ill. 60603, effective September 15, 1966. (Formerly Zonolite Co.) (It supersedes Approval No. 164.007/33/0 dated Jan. 16, 1962, to show change in name of manufacturer.)

Approval No. 164.007/34/0, "Mono-Kote" sprayed vermiculite type structural insulation identical to that described in National Bureau of Standards Test Report No. TG10210-2075: FR3592, dated July 24, 1961, and Underwriters' Laboratories, Inc., Reports Retardant 4374, dated February 25, 1960, 4374-2, dated June 20, 1960, and 4374-3, dated October 10, 1960; for use without other insulating material to meet Class A-60 requirements in a 2-inch thickness and 18 to 22 pounds per cubic foot density, manufactured by California Zonolite Co., 758 Colorado Boulevard, Los Angeles, Calif. 90041, effective September 20, 1966. (It is an extension of Approval No. 164.007/34/0 dated Jan. 29, 1962, and change in address of manufacturer.)

Approval No. 164.007/35/0, "Mono-Kote" sprayed vermiculite type structural insulation identical to that described in National Bureau of Standards Test Report No. TG10210-2075:FR 3592, dated July 24, 1961, and Underwriters' Laboratories, Inc., Reports Retardant 4374, dated February 25, 1960, 4374-2, dated June 20, 1960, and 4374-3, dated October 10, 1960; for use without other insulating material to meet Class A-60 requirements in a 2-inch thickness and 18 to 22 pounds per cubic foot density, manufactured by Vermiculite-Northwest, Inc., 2020 Airport Way South, Seattle, Wash. 98134, effective September 13, 1966. (It is an extension of Approval No. 164.007/35/0 dated Jan. 29, 1962, and change of address of manufacturer.)

INCOMBUSTIBLE MATERIALS

Approval No. 164.009/41/0, "Microtex—32-308", glass fiber insulation type incombustible material in ¾-pound per cubic foot density, identical to that referred to in National Bureau of Standards Test Report No. TG10210-1987: FP3382 dated October 8, 1956, manufactured by Johns-Manville Sales Corp., 22 East 40th Street, New York, N.Y. 10016, effective October 26, 1966. (Formerly approved under name of L. O. F. Glass Fibers Co., 1810 Madison Avenue, Toledo, Ohio 43624.) (It is an extension of Approval No. 164.009/41/0 dated Jan. 30, 1962.)

Approval No. 164.009/96/0, Nicolet "Style No. 801, K Board" asbestos-hydrous calcium silicate type incombustible material, identical to that described in Nicolet Industries, Inc., letter date October 13, 1966, approved in ⅛-inch through ½-inch thickness in a density of 25 pounds per cubic foot, manufactured by Nicolet Industries, Inc., Nicolet Avenue, Florham Park, N.J. 07932, effective Oct. 21, 1966. (Plant: Ambler, Pa.)

PART II—TERMINATIONS OF APPROVAL OF EQUIPMENT, INSTALLATIONS, OR MATERIALS

DAVITS

The Welin Davit & Boat Division of Continental Copper & Steel Industries, Inc., Perth Amboy, N.J., Approval No. 160.032/153/0 for a particular gravity davit is terminated, effective October 25, 1966.

BUOYANT VESTS, KAPOK OR FIBROUS GLASS, ADULT AND CHILD

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

The Aimcee Wholesale Corp., Approval Nos. 160.047/375/0, 160.047/376/0, and 160.047/377/0 for certain kapok buoyant vests have expired and are therefore terminated, effective October 4, 1966.

The Coast-to-Coast Stores, 7500 Excelsior Boulevard, Minneapolis 26, Minn., Approval Nos. 160.047/402/0, 160.047/403/0, and 160.047/404/0 for certain kapok buoyant vests have expired and are therefore terminated, effective October 9, 1966.

The Bulldog Marine Products, Inc., 5825 South Western Avenue, Chicago 36, Ill., Approval Nos. 160.047/466/0, 160.047/467/0, and 160.047/468/0 for certain kapok buoyant vests have expired and are therefore terminated, effective October 9, 1966.

The Beck & Gregg Hardware Co., Post Office Box 984, 217 Luckie Street, Atlanta 1, Ga., Approval Nos. 160.047/472/0, 160.047/473/0, and 160.047/474/0 for certain kapok buoyant vests have expired and are therefore terminated, effective October 2, 1966.

The Bob Erath Co., 603 East Washington Street, South Bend 22, Ind., Approval Nos. 160.047/484/0, 160.047/485/0, 160.047/486/0, 160.047/517/0, 160.047/518/0, and 160.047/519/0 for certain kapok buoyant vests have expired and are therefore terminated, effective September 2, 1966, and September 29, 1966.

The Bowman Products Co., 850 East 72d Street, Cleveland 3, Ohio, Approval Nos. 160.047/499/0, 160.047/500/0, and 160.047/501/0 for certain kapok buoyant vests have expired and are therefore terminated, effective October 3, 1966.

BUOYANT CUSHIONS, KAPOK OR FIBROUS GLASS

NOTE: Approved for use on motorboats of Classes A, 1, or 2 not carrying passengers for hire.

The Bob Erath Co., 603 East Washington Street, South Bend 22, Ind., Approval No. 160.048/131/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 26, 1966, and Approval No. 160.048/209/0 for a particular kapok buoyant cushion is no longer manufactured, effective September 2, 1966.

The Coast to Coast Stores, Central Organization, Inc., 7500 Excelsior Boulevard, Minneapolis 26, Minn., Approval No. 160.048/141/0 for a particular kapok buoyant cushion has expired and is therefore terminated effective September 26, 1966.

The Associated Merchandising Corp., 1440 Broadway, New York 18, N.Y., Approval No. 160.048/181/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 26, 1966.

The Van Camp Hardware & Iron Co., 401 West Maryland Street, Indianapolis 6, Ind., Approval No. 160.048/195/0 for a particular kapok buoyant cushion has

expired and is therefore terminated, effective September 19, 1966.

The Beck & Gregg Hardware Co., Post Office Box 984, 217 Luckie Street, Atlanta 1, Ga., Approval No. 160.048/197/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 26, 1966.

The Point Sporting Goods Co., Stevens Point, Wis., Approval No. 160.048/198/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 19, 1966.

The Automatic Distributing Corp., 5721 Harvey Wilson Drive, Houston 20, Tex., Approval No. 160.048/199/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 26, 1966.

The Bowman Products Co., 850 East 72d Street, Cleveland 3, Ohio, Approval No. 160.048/202/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 26, 1966.

The J. S. Oshman Co., 2320 Maxwell Lane, Houston 23, Tex., Approval No. 160.048/205/0 for a particular kapok buoyant cushion has expired and is therefore terminated, effective September 19, 1966.

SEARCHLIGHTS, MOTOR LIFEBOAT

The Portable Light Co., Inc., 65 Passaic Avenue, Kearny, N.J., Approval No. 161.006/1/0 for a particular motor-lifeboat searchlight is terminated, effective September 7, 1966.

INCOMBUSTIBLE MATERIALS

The Johns-Manville Sales Corp., 22 East 40th Street, New York, N.Y., no longer manufactures certain glass fiber insulation type incombustible materials and therefore Approval Nos. 164.009/38/0 and 164.009/40/0 are terminated, effective October 25, 1966.

The Oscar Gossler Glasgespinst-Fabrik G.M.B.H. Hamburg-Bergedorf, West Germany, Approval No. 164.009/71/0 for a particular fiber glass insulation type incombustible material has expired and is therefore terminated, effective July 25, 1966.

Dated: June 8, 1967.

W. J. SMITH,
Admiral, U.S. Coast Guard,
Commandant.

[F.R. Doc. 67-6657; Filed, June 13, 1967; 8:50 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 18361]

BERMUDA SERVICE INVESTIGATION

Notice of Prehearing Conference

Notice is hereby given that a prehearing conference in the above-entitled proceeding is assigned to be held on June 29, 1967, at 10 a.m., e.d.s.t., in Room 1027, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before Examiner Ross I. Newmann.

In order to facilitate the conduct of the conference interested parties are instructed to submit to the examiner and other parties on or before June 26, 1967, (1) proposed statements of issues; (2) proposed stipulations; (3) requests for information; (4) statements of positions of parties; and (5) proposed procedural dates.

Dated at Washington, D.C., June 8, 1967.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 67-6669; Filed, June 13, 1967; 8:51 a.m.]

[Docket No. 17337]

GREAT NORTHERN AIRWAYS, LTD.

Notice of Prehearing Conference

Notice is hereby given that a prehearing conference on the above-entitled application is assigned to be held on June 21, 1967, at 10 a.m., e.d.s.t., in Room 829, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before Examiner William J. Madden.

Dated at Washington, D.C., June 8, 1967.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 67-6670; Filed, June 13, 1967; 8:51 a.m.]

[Docket No. 18016]

MARTIN'S LUCHTVERVOER MATTSCHAPPIJ N.V.

Notice of Oral Argument

Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, as amended, that oral argument on the above-entitled application is assigned to be heard on July 6, 1967, at 10 a.m., e.d.s.t., in Room 1027, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before the Board.

Dated at Washington, D.C., June 9, 1967.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 67-6671; Filed, June 13, 1967; 8:51 a.m.]

CIVIL SERVICE COMMISSION

PRESIDENTS, FEDERAL CITY COLLEGE AND WASHINGTON TECHNICAL INSTITUTE

Notice of Manpower Shortage

Under the provisions of 5 U.S.C. 5723, the Civil Service Commission has found effective June 2, 1967, that there is a manpower shortage for the positions of President, Federal City College, and President, Washington Technical Institute. Both positions are in Washington, D.C. This authorization will terminate automatically as each position is filled.

Appointees to these positions may be paid for the expense of travel and transportation to the first post of duty.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-6650; Filed, June 13, 1967; 8:49 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 16678, 16831; FCC 67M-958]

BAY BROADCASTING CO. AND REPORTER BROADCASTING CO.

Memorandum Opinion and Order Continuing Hearing

In re applications of Bay Broadcasting Co., San Francisco, Calif., Docket No. 16678, File No. BPCT-3621; Reporter Broadcasting Co., San Francisco, Calif., Docket No. 16831, File No. BPCT-3562; for construction permit for new television broadcast station.

1. The following letter and suggested order were hand delivered to the Hearing Examiner on June 7, 1967:

CHARLES J. FREDERICK, Esquire,
Hearing Examiner,
Federal Communications Commission,
Washington, D.C. 20554.

Re: Application of Reporter Broadcasting Co.—Docket No. 16831.

DEAR MR. FREDERICK: Enclosed is a suggested order in the above matter which I believe reflects the substance of our conference in your office last Friday, June 2, 1967. I have showed it to Mr. Schattenfield, attorney for Bay Broadcasting Co., and while he opposes any continuance, and therefore objects to the substance of the order, he has no objection to its form.

I have also talked with Mr. George, attorney for the Broadcast Bureau, about this matter, and he has no objections to the suggested order.

If this is not entirely satisfactory in every respect, please let me know.

Yours very truly,
(S) E. William Henry.
E. WILLIAM HENRY.

Suggested order. The Hearing Examiner, having under consideration the motion of Reporter Broadcasting Co., presented orally in chambers on June 2, 1967, for permission to secure new counsel of record and to extend the due dates for the exchange of exhibits and for a further hearing in the above matter; and

It appearing that sufficient good cause has been shown for the granting of the relief requested; and

It further appearing that the applicant Reporter Broadcasting Co., having previously sought and obtained prior continuances herein, thereby delaying expeditious consideration of the matters at issue in this proceeding, should not be allowed further continuances as a result of any circumstances within said applicant's control; and

It further appearing that, should said applicant seek a further continuance as a result of any circumstances within its control it should be ordered to show cause why its application should not be dismissed;

It is therefore ordered, this 7th day of June 1967, that said motion be and it is hereby granted; that the date for exchanging exhibits as heretofore ordered is extended to July 3, 1967; and that the hearing heretofore scheduled for June 12, 1967 is reset for July 10, 1967.

2. Mr. E. William Henry is new counsel for Reporter Broadcasting Co.

It is ordered, That the suggested order is adopted (with the exception of "this 7th day of June 1967" in its ordering clause); and

It is further ordered, That Mr. Henry's informal oral notice of appearance be supplemented by a written notice, and

It is further ordered, That other counsel for Reporter Broadcasting Co. indicate in writing their present relationship, if any, to the case.

Issued: June 8, 1967.

Released: June 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6658; Filed, June 13, 1967; 8:50 a.m.]

[Docket Nos. 17144, 17155; FCC 67-643]

GENERAL ELECTRIC CABLEVISION CORP.

Memorandum Opinion and Order Enlarging Issues

In re applications of General Electric Cablevision Corp., Peoria, Ill., Docket No. 17144, File No. CATV 100-25; General Electric Cablevision Corp., Peoria Heights and Bartonville, Ill., Docket No. 17155, File No. CATV 100-59; for authority pursuant to § 74.1107 of the rules to operate CATV systems in the Peoria Television Market.

1. This proceeding involves the requests of General Electric Cablevision Corp. (hereinafter GE) for authority, pursuant to § 74.1107 of the rules, to operate CATV systems in Peoria, Peoria Heights, and Bartonville, Ill. In addition to the three network stations in Peoria, GE initially proposed to carry three Quad Cities network stations; three network stations from Champaign, Decatur, and Springfield; three independent stations from Chicago; two independent stations from Bloomington-Indianapolis, Ind., and St. Louis; and two educational stations from Urbana-Champaign and Chicago. In view of the UHF availabilities in this area and the fact that GE proposes to operate in the heart of the Peoria television market, we concluded that a hearing was required to determine whether GE's CATV proposals are consistent with the public interest. See FCC 67-110, released February 2, 1967, 6 FCC 2d 571.

2. GE has now filed a petition for reconsideration of that action, requesting us to grant a modified proposal by which GE would reduce the number of signals on its CATV systems from 16 to nine. Thus, GE now proposes to carry three Peoria network stations, three Quad Cities network stations, to Chicago independent stations, and one Champaign-Urbana educational stations. GE points out that there are three commercial and one educational television channel assignments within the Peoria market which are not now in operation and that two of the three Quad Cities stations provide Grade B service for Peoria. Thus, GE contends, its present proposal would not exceed the number of inactive channels presently assigned to the Peoria market by our table of television channel assignments, and it would provide balanced competition among the one distant Quad Cities station and the two Quad Cities stations which now provide Peoria with a Grade B signal.

3. In support of its petition, GE argues that its present CATV proposals are fully consistent with the public interest and our responsibilities to protect and promote the development of television broadcasting. GE asserts that the competitive effect of the CATV systems would be less than would result from the activation of one of the commercial channels assigned to the Peoria market, but that any economic consequences of the CATV systems would be no greater than what we have envisioned as healthy competition in this market. GE then urges that the economics of the Peoria market are such that it is unreasonable to expect the unused UHF channels to be activated in the near future and that the potential number of subscribers for its CATV systems would not have a calculable economic effect upon the profitable Peoria network stations. GE states that it has no present plans to utilize its CATV systems for pay television or for any other program originations of a commercial nature. Under these circumstances, GE concludes that we should authorize it to institute the modified CATV services now proposed.

4. Oppositions have been filed to GE's petition by the Broadcast Bureau, and the licensees of the three Peoria network stations: Mid-America Television Co. (WEEK-TV), Mid America Media, Inc. (WIRL-TV), and Midwest Television, Inc. (WMBD-TV). Initially, the television stations contend that this proceeding should be terminated and that GE should be compelled to refile its modified proposals as new requests for authority to operate which would be given a new file number and considered with all of the other requests in the order that they have been received. Such a modification of a proposal after it has been designated for hearing tends to disrupt the orderly disposition of the Commission's business and imposes an additional burden upon all of the other parties. However, in this instance where GE merely proposes to delete some of the stations which it originally intended to carry, we are persuaded that the public interest will be better served by considering GE's present proposals on the merits as a petition for reconsideration of our designation order.

5. Turning to the merits, the opponents of GE's petition assert that it does not resolve the critical issue in this proceeding of the impact of GE's CATV systems upon television broadcast service in the Peoria market. They claim that GE's proposals would not fulfill the need for additional television service in the Peoria market because, as noted in the second report and order, 2 FCC 2d 725 (1966), CATV does not serve rural areas, it does not serve those who cannot or will not pay for it, and it does not serve as an outlet for local expression. They then dispute GE's conclusions with respect to the economics of the Peoria market and urge that these conflicting contentions demonstrate the need for a hearing in this proceeding to determine the actual impact of CATV upon television in this area. In reply, GE contends that its CATV proposals would bring fair competition to the Peoria market and that they would provide multiple signals for the viewers of that market just as are now provided for the viewers of larger metropolitan markets by television broadcast stations. GE concludes that there are compelling public interest reasons for offering the Peoria area, through CATV, additional television service and, therefore, that its present proposals should be approved.[1]

6. The parties in this proceeding have filed voluminous pleadings discussing in detail all of the facets of the potential impact of GE's CATV systems upon television in the Peoria market, and we have had the benefit of their affidavits and exhibits with respect to this matter. However, we do not consider it necessary to summarize the pleadings in any further detail because it is apparent that the significant questions of fact concerning the impact of GE's proposals have not and cannot be resolved on the basis of these pleadings. In designating this matter for hearing, we concluded that GE's proposals to import distant television signals into the heart of the Peoria market, where there is still a potential for the development of further UHF television, required a determination of whether they would be consistent with the public interest. While the information relied upon by each of the parties in their pleadings is relevant to this determination, we are convinced that it should be presented, in the first instance, in an evidentiary hearing, with opportunity for cross-examination by the parties and an initial decision by an examiner. It is clear that such important questions of fact as are presented in this proceeding cannot and should not be resolved merely on the basis of the pleadings which are now before us. Under these circumstances, we are convinced that GE's petition for reconsideration must be denied.

7. In their oppositions to GE's petition for reconsideration, in addition to arguing that GE's petition should be denied, the Peoria television stations urge that further issues should be added to this proceeding to determine whether GE's proposals would serve the public interest. While requests to enlarge issues should not be included in a responsive pleading and while we would ordinarily

[1] Asserting that GE had raised new matter in its reply, WMBD has filed a motion for leave to file a further response. In view of our disposition of this matter, WMBD's motion will be dismissed as moot.

require that such requests be directed to the Review Board as provided by § 0.365 (b) (1) of the rules, we recognize that this is a matter of first impression and that the questions raised are novel ones. For these reasons, we are persuaded that they should be considered at this time. WMBD–TV urges that an issue should be specified to ascertain GE's plans for CATV systems throughout the United States to determine whether they would have an anticompetitive effect adverse to the public interest. In support of this request, WMBD–TV has provided a detailed documentation of GE's involvement with CATV and communications enterprises. However, GE points out that it has no broadcast interests in or near the Peoria market area, and for this reason we have concluded that such an evidentiary issue is not warranted at this time.

8. Each of the Peoria television stations urges that GE should not be permitted to carry any of the Quad Cities stations and that an issue should be specified to determine the impact of such service, since GE's proposal comes within the ambit of footnote 69 of the second report and order concerning the Grade B signals of one market penetrating the central city of another market. In footnote 69, we stated:

> If two major markets each fall within one another's Grade B contour (e.g., Washington and Baltimore), this does not mean that there is no question as to the carriage by a Baltimore CATV system of the signals of Washington; for in doing so and thus equalizing the quality of the more distant Washington signals, it might be changing the viewing habits of the Baltimore population and thus affecting the development of the Baltimore independent UHF station or stations. Such instances rarely arise, and can, we think, be dealt with by appropriate petition or Commission consideration in the unusual case where a problem of this nature might arise.

The Peoria television stations assert that carriage of the Quad Cities VHF stations would have an even more severe impact than is suggested in footnote 69, since the Peoria area generally utilizes directionalized UHF receiving antennas and since the Peoria stations now obtain 99 percent of the television viewing within Peoria County, which includes all three of the communities that GE proposes to serve.

9. The Commission's notice of proposed rule making, FCC 67–576, released May 17, 1967, suggests a revision of § 74.1107 to permit carriage of distant signals when the CATV system is within the Grade B contour of one or more competing stations in the same market as the distant signals. That proposal, if adopted, would be consistent with GE's requests to carry the one distant Quad Cities station. However, the notice was issued so that comments could be filed upon the proposal and no final determination to adopt this or any similar proposal has yet been made. Nevertheless, carriage of that distant station, under the proposed revision of § 74.1107, would be appropriate only where the public interest would be served by carriage of its competitors which provide Grade B service for the community to be served by the CATV system. As is noted in paragraph 151 of the second report and order in connection with footnote 69, there may be exceptions to the general rule permitting CATV systems to carry any station which covers the CATV community with a Grade B signal.

10. In this proceeding GE proposes to carry two Grade B VHF signals in the heart of a market which includes only UHF stations and the receiving antennas of which market are alleged to be oriented almost 100 percent to those local UHF stations. This is, as the Peoria stations contend, the type of situation we noted in footnote 69, but the potential for change in the local viewing habits is even greater here than was suggested with respect to the Baltimore and Washington markets, because of the disparity between the Quad Cities VHF channels and the local UHF channels now serving the Peoria market. In view of the fact that a hearing is required with respect to the other aspects of GE's proposals, we are persuaded that the Peoria stations have made sufficient allegations of fact to warrant consideration of this matter during the course of the hearing. For this reason, the issues in this proceeding will be enlarged to determine whether carriage of Quad Cities Stations WHBF–TV and WQAD–TV in the heart of the Peoria market would be consistent with the public interest.

11. *Accordingly, it is ordered:*

(a) That the petition for reconsideration, filed March 6, 1967, by General Electric Cablevision Corp. is denied;

(b) That the motion for leave to file a memorandum, filed May 10, 1967, by Midwest Television, Inc. (WMBD–TV), is dismissed as moot; and

(c) That Issues 3 and 4 specified in the memorandum opinion and order (FCC 67–110, released Feb. 2, 1967), designating this proceeding for hearing, are renumbered 4 and 5, respectively, and that the issues in this proceeding are enlarged as follows:

3. To determine whether carriage of Quad Cities Stations WNBF–TV and WQAD–TV in the heart of the Peoria television market would be consistent with the public interest.

Adopted: June 7, 1967.

Released: June 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[2]
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6659; Filed, June 13, 1967; 8:50 a.m.]

[Docket Nos. 17420–17422; FCC 67M–954]

MICHAEL S. RICE ET AL.

Order Continuing Prehearing Conference

In re applications of Michael S. Rice, St. Charles, Mo., Docket No. 17420, File No. BP–17155; Cecil W. Roberts, St. St. Charles, Mo., Docket No. 17421, File No. BP–17155; Cecil W. Roberts, St. Charles, Mo., Docket No. 17422, File No. BP–17156; for standard broadcast construction permits.

Under consideration is a petition seeking to have a prehearing conference rescheduled; and

It appearing that all other parties to the proceeding have consented to grant of the request and to its early consideration; and

It further appearing that the request is consistent with the Examiner's own calendar;

Accordingly, it is ordered, That the petition for extension of time filed by Cecil W. Roberts on June 7, 1967, is granted, and the prehearing conference now scheduled for 9 a.m., June 9 is continued to 9 a.m., June 16, 1967.

Issued: June 7, 1967.

Released: June 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6660; Filed, June 13, 1967; 8:50 a.m.]

[Docket Nos. 13292 etc.; FCC 67R–237]

NEWS-SUN BROADCASTING CO. ET AL.

Memorandum Opinion and Order Enlarging Issues

In re applications of The News-Sun Broadcasting Co., Waukegan, Ill., Docket No. 13292, File No. BPH–2543; Edward Walter Piszczek and Jerome K. Westerfield, Des Plaines, Ill., Docket No. 13940, File No. BPH–3201; Maine Township FM, Inc., Des Plaines, Ill., Docket No. 17242, File No. BPH–4821; for construction permits.

1. The parties named above are applicants for FM broadcast stations in the communities indicated. They were designated for hearing by order released March 9, 1967 (FCC 67–252) on a financial issue pertaining to Maine Township, a 307(b) issue, and a contingent standard comparative issue. A series of pleadings have since been filed requesting modification of the issues.

Group I. 2. News-Sun has petitioned for enlargement of issues against Maine Township,[1] asking first for a determination of "the extent to which programing of existing stations meets the local needs and interests of Des Plaines, Ill., and to determine in the light of such evidence which of the applicants should be preferred." The substance of the supporting argument is that an existing FM station in Arlington Heights, Ill., station WNWC (FM), which places a city

[2] Chairman Hyde absent; Commissioner Bartley dissenting and issuing a statement filed as part of the original document; Commissioner Loevinger concurring in the denial of the petition for reconsideration but dissenting to the addition of further issues.

[1] The pleadings are: Petition to enlarge issues filed by News-Sun on Mar. 30, 1967; Maine Township's opposition filed Apr. 12, 1967; Broadcast Bureau comments filed Apr. 11, 1967; News-Sun's reply to Maine Township opposition filed Apr. 24, 1967; News-Sun's reply to Broadcast Bureau's comments filed Apr. 20, 1967.

grade signal over Des Plaines, directs a considerable portion of its broadcast service to the people of that town, as indicated by the affidavits of WNWC's owner; that a threshold showing has been made that existing programing will be of decisional significance; and that the enlargement is therefore justified.[2] The affidavits of WNWC's president purportedly show that "WNWC programing is addressed conscientiously to the approximately 10 communities in the Arlington Heights-Des Plaines area, with Des Plaines being accorded 10 percent or more of the station's program attention, equal to the attention accorded the city of license, and equal to, or in excess of, any other community."

3. Maine Township and the Broadcast Bureau both oppose specification of a programing question. The former notes that Des Plaines has no local broadcast outlet and that it is "ridiculous" to base the request for such an issue on the assertion that a station which serves Des Plaines' interests 10 percent of the time, serves 100 percent of its needs. Maine Township also disagrees with petitioner's interpretation of the precedents and particularly emphasizes that the failure to show the number of stations serving the area brings this case within the scope of the ruling in M. R. Lankford Broadcasting Co., 5 RR 2d 459 (1965). In a similar vein, the Bureau asserts that the issue should be denied because of petitioner's failure to make a satisfactory prima facie showing that the programing of existing stations in the area negates the need of Des Plaines for a local outlet. News-Sun, in its replies to the oppositions, reiterates the applicability of the cases cited in the petition to enlarge.

4. Considering that Des Plaines is a community of approximately 35,000 persons,[3] that no broadcast facilities (AM, FM, or TV) are currently licensed to operate there, and that Maine Township would, if granted, provide the first local service of any sort, the showing made in support of considering the existing programing available there from stations outside the community in deciding the 307(b) issue is inadequate. In addition, there have been no allegations of fact relating to other services which now may be received in Des Plaines. The other city for which an FM facility is being sought in this proceeding is Waukegan, and it already has an AM and an FM station assigned to it. Under all of these circumstances, it cannot be found that petitioner's allegations are sufficient to establish that programing evidence would be of decisional significance. Cookeville Broadcasting Co., 19 RR 897 (1960). The showing made by petitioner is less than and the circumstances of the cases are different from those which led to the enlargement of issues in either Charlottesville Broadcasting Corp., supra, or Boardman Broadcasting Co., Inc., supra.

5. News-Sun's second request is for an issue to determine whether the proposed staff of Maine Township is adequate and whether the program proposals are feasible and can be effectuated. It is argued that with approximately 38 hours of local live programing a week, constituting 29.6 percent of Maine's broadcast time, a full-time staff of 10 is inadequate since the arrangements place the "fundamental responsibility on only four persons to carry out the proposal". The Bureau agrees that a staffing issue should be added "[a]bsent a persuasive showing by Maine Township that it can effectuate its programing proposal * * *."

6. Maine Township resists the addition of a staffing issue, pointing out that in addition to the 10 full-time employees, a general manager and additional part-time employees will also be part of the operating staff; Maine Township also calls attention to an amendment in which participation of stockholders who are "men of substance with experience in broadcasting, city administration, business and finance, religion" as talent and/or part-time staff is specified. Reliance is also placed upon the agreement of local citizens to appear on and assist in programs. Maine Township includes a list of programs with the names of those who will assist in presenting them, but adds the cautionary footnote that the "names of individuals are illustrative of those who have agreed to assist Maine where their talents and background will be best utilized. It is not firmly established that each will be matched to the above programs, only that each when contacted was willing to assist in the programing."

7. Replying to the opposition, News-Sun maintains that the uncertainty as to the extent to which stockholders will be used part-time necessitates addition of the issue. It is also petitioner's view that the allegations of local citizens' willingness to help concern evidentiary matters which should be fully explored at the hearing.

8. Maine Township's schedule calls for an average of approximately 5½ hours of live programing each broadcast day. The station is to be operated 127 hours a week. The application lists a staff consisting of a general manager, four salesmen, two administrative, four program and technical "and additional part time personnel". While it is stated in an amendment that stockholders will participate as talent and/or in part-time staff positions, no details are given. Maine Township's own cautionary note regarding participation by outsiders in various programs make reliance upon this aspect of the proposal unwise. Thus, the fact remains that four persons who are to perform program and technical duties are expected to produce 5½ hours of live programing a day as a part of their duties. In the absence of any showing how this can be done, a staffing issue must be added.

Group II. 9. The second group of pleadings relates to News-Sun's requested issue enlargements against Piszczek and Westerfield (P & W), the other applicant for Des Plaines.[4] The first issue and the supporting arguments are the same as those offered in support of an existing program issue relative to Maine Township's application, supra. It is denied for the reasons set forth in paragraph 4.

10. News-Sun also asks for a staffing issue against P & W, citing in support that 20.5 percent, or about 24 hours, of P & W's proposed 117-hour week is to be live and that six full-time employees, only three of whom will be fundamentally responsible for programing, leave it doubtful that the proposal is reasonable. The Broadcast Bureau favors enlargement unless P & W "makes a persuasive showing that it can effectuate its proposed programing".

11. P & W bases its opposition to the staffing issue upon a table showing that "each minute of the entire week will be covered by a full-time employee." It is also stated that the other partner intends to devote substantial time to operation of the station and "will be available should unforeseen needs for additional personnel arise."

12. Replying, News-Sun declares that the opposition ignores the main point of the staffing question because "[i]t has not shown how it can develop, produce, and present the substantial live programing proposed * * *."

13. P & W's programing proposal calls for 24 hours a week of live programing, or almost 3½ hours a day, on an average. The full-time staff is to consist of one of the partners who will function as general manager, program director, and part-time announcer, one announcer-engineer (1st class), one newsman-announcer, two announcer engineers (3d class) and one secretary-traffic manager. Examination of the work schedule shows that from Monday through Friday during the hours from 8:30 a.m. to 6 p.m. three persons having programing responsibilities, including Mr. Piszczek, the program director, will be on duty, except for the time between 1 p.m. and 2:30 p.m. when only two will be on duty. On Sunday, two will be present from 9 a.m. to 7 p.m. and on Saturday, two will be there from 8:30 a.m. to 12 noon and from 3 p.m. to 6 p.m. There is a reasonable likelihood that P & W will be able to effectuate its programing proposals, including the live, and an issue will not be added.

14. Finally, News-Sun challenges P & W's financial qualifications, in particular the adequacy of the showing of estimated revenues upon which partial reliance is placed. It is unnecessary for the Board to go into great detail on this point, for, as P & W points out in its opposition,

[2] Petitioner relies on Dixieland Broadcasters, 19 RR 897 (1960); Boardman Broadcasting Co., Inc., 1 RR 2d 931 (1964); and Charlottesville Broadcasting Corp., 6 RR 2d 744 (1965).

[3] 34,866 according to the 1960 Census of Population.

[4] The pleadings are: Petition to enlarge issues filed by News-Sun Mar. 30, 1967; opposition filed by P & W Apr. 21, 1967; erratum to opposition filed by P & W Apr. 27, 1967; Broadcast Bureau comments filed Apr. 21, 1967; News-Sun reply to opposition filed May 3, 1967. The time for filing opopsitions was extended to Apr. 21 by Board order released Apr. 14, 1967 (67R-144).

News-Sun bases its request on cost data which were amended prior to designation for hearing. In particular, petitioner claims P & W will need revenues of $33,800 to meet all its costs for the first year, whereas the correct amount is $17,750. The estimated revenue showing made by P & W and which was before the Commission when it issued its designation order in which P & W was found financially qualified is entirely adequate to establish that revenues of $17,750 can be realized. In any event, a statement from one of the partners indicating his willingness and ability to lend the partnership additional cash up to $20,000 removes any doubt that might otherwise remain about P & W's financial qualifications. News-Sun made no reply to P & W's opposition on this question, and the Bureau opposes the addition of a financial qualifications issue. Such an issue will not be added.

Group III. 15. The final group of pleadings relate to a motion to delete and enlarge issues filed by Maine Township on March 30, 1967.[5] Petitioner seeks deletion of the financial issue which was specified in the designation order, arguing that amendments filed prior to designation were not taken into account and that, on the basis of these, financial qualification is apparent. According to Maine Township, even with the enlarged costs specified in predesignation amendment, it will have an excess of funds of $1,299. The other parties, including the Broadcast Bureau, insist that one of the deficiencies noted in the designation order, namely, that "all of the stockholders have failed to provide balance sheets or other financial statements sufficient to establish their ability to fulfill their commitments", has not been met, and that the issue should remain in hearing.

16. To find Maine Township qualified financially it is necessary to rely on all the loan and stock subscription commitments, for, if we use the computations listed in the petition to delete, a surplus of only $1,299 will then exist. However, as to at least two of the stockholders, the financial statement is insufficient to substantiate a finding of financial ability to lend the amounts promised. Stanley K. Webster is committed to the corporation for $6,500; his stated liquid assets in excess of all liabilities are "cash and current accounts receivable from accounting business $5,000.00" and "marketable bank stock $10,760.00". A showing this marginal requires greater detail about the bank stock and its market value to be acceptable. Floyd T. Fulle is obliged to the corporation in the amount of $5,000; his liquid assets over all liabilities are $15,000 in listed securities and his net income is not of such size as to promise assistance in raising the $5,000. Here, again, a more detailed showing concerning the securities is required before reliance thereon would be justified. It is unnecessary to carry the analysis further, for without an acceptable demonstration of financial ability from either of these two men, Maine Township's surplus of $1,299 is turned into a deficit. Taken together, the deficit is substantial. Therefore, deletion is not warranted. However, the financial issue should be modified, for the additional amount of funds required is no longer $148,675, but considerably in excess of that figure.

17. Maine Township also asks for enlargement of the issues to determine the efforts made by P & W to ascertain the programing needs and interests of the service area and the manner in which these needs will be met. It argues that when P & W's application was amended in 1965 to specify Channel 294 in lieu of Channel 244, no change was made in the programing proposal nor was any indication given of efforts to reascertain the needs and interests of the population to be served in view of the lapse of time and increased area of coverage to be reached using the new channel. The Broadcast Bureau concurs in the request unless the Board is satisfied on the basis of P & W's response that it is "currently conversant with the needs of its proposed service area and that those needs will be met by the proposed programing".

18. Opposing the request, P & W states that in preparation for the amendment leaders previously interviewed were visited and the application and program proposal were discussed, letters were received from many of those interviewed, the program proposals were not changed "because they continued to represent the applicant's plans to serve as the radio outlet for Des Plaines and contiguous Park Ridge", the policy statements were enlarged to reflect wider coverage, one of the partners moved to a nearby community in 1961 and has attempted to become more familiar with the characteristics of the service area, and the knowledge of this partner gained entered into the decision not to amend the program schedule.

19. Maine Township contends, in reply, that the letters submitted with the opposition speak mostly in terms of Des Plaines' need for an FM outlet rather than programing and do not answer the questions raised about bringing the programing showing up to date.

20. Petitioner's argument that a Suburban issue should be added because of the passage of time since P & W's original application was filed is not persuasive. Petitioner has some responsibility to show in its petition that there has been a meaningful change in the community during the time interval in question, and this Maine Township has not done. The more significant contention is that P & W has not established the needs and interests of the enlarged service area encompassed by its amended proposal. It has been held that where a program proposal is the same as that which an applicant has proposed for another community, a suburban issue will be added absent a showing by the applicant that he is familiar with the needs of the community he proposes to serve;[6] but that is not the situation here, there being no change in the principal community to be served by P & W. On the other hand, the rule is well established that where an applicant plans to serve a new area contiguous to the area previously served by that applicant, it will be assumed that the audience interests are the same in the absence of an indication of separate and distinct needs.[7] Once again, the instant case is not the same, for P & W does not serve any community at the present. Nevertheless, the rationale of the latter group of cases is pertinent, if not precisely in point here, for the attack is made on the determination of needs in the contiguous areas brought into the picture by P & W's amendment. There has been no showing by petitioner that the needs of these areas differ in significant respects from those of the principal community, Des Plaines. Therefore, the issue will not be added.

21. Maine Township's final request is for the addition of a financial issue against P & W. The arguments are essentially similar to those made by News-Sun and discussed in paragraph 14, supra, and the request is denied for the reasons set forth in that paragraph.

Accordingly, it is ordered:

(a) That the petition to enlarge issues filed on March 30, 1967, by News-Sun Broadcasting Co., and directed against Maine Township FM, Inc., is granted to the extent of adding the following issue and otherwise denied:

To determine whether the staff proposed by Maine Township FM, Inc., is adequate to effectuate the programing proposed and, if not, whether this applicant is qualified.

(b) That the petition to enlarge issues filed on March 30, 1967, by News-Sun Broadcasting Co., and directed against Edward Walter Piszczek and Jerome K. Westerfield is denied;

(c) That the motion to delete and enlarge issues filed on March 30, 1967, by Maine Township FM, Inc., is denied; and

It is further ordered, On the Board's motion, that Issue 1 specified in the designation order released March 9, 1967 (FCC 67-252), is revised to read:

1. To determine whether Maine Township FM, Inc., has available to it, from stockholder loan commitments and otherwise, the additional funds it indicates are necessary to construct and operate the station for a period of one year without revenues and thus demonstrate its financial qualifications.

Adopted: June 7, 1967.

Released: June 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6661; Filed, June 13, 1967; 8:50 a.m.]

[5] The related pleadings are: Opposition filed Apr. 21, 1967, by P & W; opposition filed Apr. 21, 1967, by News-Sun; comments filed by the Broadcast Bureau Apr. 21, 1967; reply filed by Maine Township May 3, 1967. The oppositions were timely filed pursuant to an extension of time granted by the Board (FCC 67R-144).

[6] United Artists Broadcasting, Inc., 4 RR 2d 453 (1964); John N. Traxler, et al., 5 RR 2d 738 (1965).

[7] United Television Co. of New Hampshire, 21 RR 685 (1961); WKYR, Inc., 37 FCC 132 (1964); Darrell E. Yates, 2 FCC 2d 130 (1965); Storz Broadcasting Co., 6 RR 2d 238 (1965); the Edgefield-Saluda Radio Co., 7 RR 2d 544 (1966).

[Docket Nos. 17391-17394; FCC 67M-952]

SHEN-HEIGHTS TV ASSOCIATION ET AL.

Order Continuing Hearing

In re cease and desist order to be directed against the following CATV operators: Shen-Heights TV Association, owner and operator of a CATV system at Shenandoah, Pa., Docket No. 17391; City TV Corp., owner and operator of a CATV system at Mahanoy City, Pa., Docket No. 17392; Schuylkill Valley Trans-Video, owner and operator of a CATV system at Brockton, Pa., Docket No. 17393; Ashland Video Co., owner and operator of a CATV system at Ashland, Pa., Docket No. 17394.

Upon the informal request of the cable companies, all parties having consented;

It is ordered, That the hearing now scheduled for June 12, 1967, is continued to June 15, 1967.

Issued: June 8, 1967.

Released: June 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6662; Filed, June 13, 1967; 8:50 a.m.]

[Docket Nos. 17353, 17354; FCC 67M-953]

WBIZ, INC., AND WECL, INC.

Order Rescheduling Hearing

In re applications of WBIZ, Inc., Eau Claire, Wis., Docket No. 17353, File No. BPH-5567; WECL, Inc., Eau Claire, Wis., Docket No. 17354, File No. BPH-5623; for construction permits.

The Hearing Examiner has been advised by counsel for WBIZ, in a letter dated June 6, 1967, that the applicants have arrived at an understanding contemplating the dismissal of WECL's application in return for reimbursement of expenses. The letter states: "The agreement, the necessary supporting affidavits and a petition directed to the Review Board are currently in the process of being prepared and should be duly filed in the very near future." It is therefore asked that the procedural dates set in the statement and order released May 16, 1967 (FCC 67M-807), be indefinitely postponed. Counsel for WECL joins in the request for postponement. Counsel for the Broadcast Bureau has no objection to the order below.

While the June 12 and June 26 dates will be canceled pending developments, a hearing date will be retained, subject to cancellation.

Accordingly, it is ordered, That the June 12 and June 26, 1967, dates in the procedural schedule are canceled, to be reset if necessary, and that the hearing is rescheduled from July 5 to November 6, 1967.

Issued: June 7, 1967.

Released: June 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-6663; Filed, June 13, 1967; 8:50 a.m.]

FEDERAL MARITIME COMMISSION

MITSUI O.S.K. LINES, LTD., ET AL.

Indemnification of Passengers for Nonperformance of Transportation; Notice of Issuance of Certificate (Performance)

Notice is hereby given that pursuant to the provisions of section 3, Public Law 89-777 (80 Stat. 1357, 1358) and Federal Maritime Commission General Order 20 (46 CFR Part 540) that a Certificate of Financial Responsibility for Indemnification of Passengers for Nonperformance of Tranportation has been issued to the following:

Mitsui O.S.K. Lines, Ltd. (Mitsui O.S.K. Lines), Certificate No. P-49, Effective date: June 2, 1967.

Canadian Pacific Railway Co. (Canadian Pacific), Certificate No. P-50, Effective date: June 2, 1967.

Greene Line Steamers, Inc., Certificate No. P-51, Effective date: June 5, 1967.

Det Bergenske Dampskisselskab (Bergen Steamship Co., Inc.) (Bergen Line), Certificate No. P-52, Effective date: June 7, 1967.

Dated: June 9, 1967.

THOMAS LISI,
Secretary.

[F.R. Doc. 67-6652; Filed, June 13, 1967; 8:49 a.m.]

PRINCESS CRUISES CORP., INC.

Indemnification of Passengers for Nonperformance of Transportation; Notice of Application for Certificate (Performance)

Notice is hereby given that pursuant to the provisions of section 3, Public Law 89-777 (80 Stat. 1357, 1358) and Federal Maritime Commission General Order 20 (46 CFR Part 540) the following persons have applied to the Federal Maritime Commission for a Certificate of Financial Responsibility for Indemnification of Passengers for Nonperformance of Transportation:

Princess Cruises Corp., Inc.

Dated: June 9, 1967.

THOMAS LISI,
Secretary.

[F.R. Doc. 67-6653; Filed, June 13, 1967; 8:50 a.m.]

WISCONSIN & MICHIGAN STEAMSHIP CO. (CLIPPER LINE) ET AL.

Financial Responsibility To Meet Liability Incurred for Death or Injury to Passengers or Other Persons on Voyages; Notice of Application for Certificate (Casualty)

Notice is hereby given that pursuant to the provisions of section 2, Public Law 89-777 (80 Stat. 1357, 1358) and Federal Maritime Commission General Order 20, Amendment 2 (46 CFR Part 540) the following persons have applied to the Federal Maritime Commission for a Certificate of Financial Responsibility to Meet Liability Incurred for Death or Injury to Passengers or Other Persons on Voyages:

Wisconsin & Michigan Steamship Co. (Clipper Line).

Klosters Rederi A/S.

The Peninsular & Occidental Steamship Co. (P&O Steamship Co.).

American Export Isbrandtsen Lines, Inc.

Greene Line Steamers, Inc.

Companhia Colonial de Navegacao (C.C.N. the Portuguese Line).

The Peninsular & Oriental Steam Navigation Co. (P&O Lines).

Dated: June 9, 1967.

THOMAS LISI,
Secretary.

[F.R. Doc. 67-6654; Filed, June 13, 1967; 8:50 a.m.]

[Agreement 6200]

U.S. ATLANTIC & GULF/AUSTRALIA-NEW ZEALAND CONFERENCE

Notice of Agreement Filed for Approval

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1321 H Street NW., Room 609; or may inspect agreements at the offices of the District Managers, New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments with reference to an agreement including a request for hearing, if desired, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the comments should indicate that this has been done.

Notice of agreement filed for approval by:

Mr. M. E. Rough, Secretary, U.S. Atlantic & Gulf/Australia-New Zealand Conference, 39 Broadway, New York, N.Y. 10006.

Agreement 6200-13, between the member lines of the U.S. Atlantic and Gulf/

Australia-New Zealand Conference (Agreement 6200, as amended), modifies the basic conference agreement as follows:

(1) Amends the preamble by inserting the words "Territories of Papua and New Guinea" in lieu of the words "Australian Mandated New Guinea, Bismarck Archipelago, and Admiralty Islands"; and

(2) Amends Article 8 by changing the voting requirement on telephone polls from "two-thirds assent" to "unanimous assent".

Dated: June 9, 1967.

By order of the Federal Maritime Commission.

THOMAS LISI,
Secretary.

[F.R. Doc. 67-6655; Filed, June 13, 1967; 8:50 a.m.]

WEST COAST OF ITALY, SICILIAN AND ADRIATIC PORTS NORTH ATLANTIC RANGE CONFERENCE

Notice of Agreement Filed for Approval

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1321 H Street NW., Room 609; or may inspect agreements at the offices of the District Managers, New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments with reference to an agreement including a request for hearing, if desired, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the comments should indicate that this has been done.

Notice of agreement filed for approval by:

Mr. Elliott B. Nixon, Burlingham, Underwood, Barron, Wright and White, 25 Broadway, New York, N.Y. 10004.

Agreement 2846-18, between the member lines of the West Coast of Italy, Sicilian, and Adriatic Ports North Atlantic Range Conference (WINAC), proposes (1) the revocation and cancellation of a pending modification, Agreement 2846-15, which is presently in docketed proceedings (Docket No. 66-55), and (2) amendment of the basic agreement to increase the amount of the admission fee from $3,000 to $5,000.

Dated: June 9, 1967.

THOMAS LISI,
Secretary.

[F.R. Doc. 67-6656; Filed, June 13, 1967; 8:50 a.m.]

FEDERAL POWER COMMISSION

[Docket No. AR 61-1 etc.]

AREA RATE PROCEEDING (PERMIAN BASIN AREA) ET AL.

Order Severing and Terminating Proceeding

JUNE 6, 1967.

Area Rate Proceeding et al. (Permian Basin Area), Docket Nos. AR61-1 et al.; S. T. Constantine (Operator) et al. and Roy E. Kimsey, Jr. (Operator), et al. Docket Nos. RI60-43.

Roy E. Kimsey, Jr. (Operator), et al. (Kimsey) has submitted a request that the Commission terminate the proceeding in Docket No. RI60-43 which involves the sale of natural gas to El Paso Natural Gas Co. (El Paso) from the Noekle Field, Crockett County, Tex., RR. District No. 7-c. The subject proceeding concerns a rate increase from 9.5 cents per Mcf to 14.69578 cents per Mcf which was filed by S. T. Constantine (Operator) et al. (Constantine), Kimsey's predecessor in interest. This proceeding was consolidated with Docket No. AR 61-1 et al. by the Commission in its order issued December 23, 1960.

In support of his request, Kimsey states that the base area rate for the gas involved in this sale is 14.5 cents per Mcf as prescribed in Opinion No. 468, and that he has collected only 14.5 cents in Docket No. RI60-43. Kimsey was granted a small producer certificate to make this sale on July 20, 1966, in Docket No. CS66-66. By letter dated May 11, 1967, El Paso informed the Commission that both Kimsey and Constantine billed El Paso at 14.5 cents per Mcf for all gas sold in this proceeding and that El Paso has paid them no more than 14.5 cents per Mcf for the gas. Accordingly, as the price of gas collected in this proceeding did not exceed the applicable area rate, Docket No. RI60-43 should be severed from Docket No. AR61-1 and the proceeding in Docket No. RI60-43 should be terminated.[1]

The Commission finds:

For the foregoing reasons, good cause exists for severing Docket No. RI60-43 from the proceeding in Docket No. AR61-1 et al. for terminating the proceeding in Docket No. RI60-43 and for discharging the surety bonds filed by respondents in Docket No. RI60-43.

The Commission orders:

(A) The proceeding in Docket No. RI60-43 is severed from the proceeding in Docket No. AR61-1 et al. and terminated.

(B) The surety bonds filed by Constantine and Kimsey in Docket No. RI60-43 are discharged.

By the Commission.

[SEAL] GORDON M. GRANT,
Secretary.

[F. R. Doc. 67-6592; Filed, June 13, 1967; 8:45 a.m.]

[1] Although the subject request was not made on behalf of Constantine, he will receive similar treatment since it is clear that he would qualify as a small producer.

[Docket No. AR61-1, etc.]

AREA RATE PROCEEDING (PERMIAN BASIN AREA) AND HUMBLE OIL & REFINING CO.

Order Severing Respondent

JUNE 7, 1967.

Area Rate Proceeding (Permian Basin Area), Docket No. AR61-1, et al.; Humble Oil & Refining Co., Docket No. CI65-606.

By order issued August 5, 1965, in Docket No. AR61-1 et al., 34 FPC 424, Humble Oil & Refining Co. (Humble), Applicant in Docket No. CI65-606, was made a respondent in the former proceeding and ordered to show cause why the rates prescribed in Opinion No. 468 and accompanying order, 34 FPC 159, should not be applicable to the sale proposed in Docket No. CI65-606. By order issued May 12, 1967, in Docket No. G-9683 et al., a certificate of public convenience and necessity was issued to Humble pursuant to section 7(c) of the Natural Gas Act after Humble had agreed to accept a certificate conditioned as were those certificates issued by the order accompanying Opinion No. 468. Therefore, it is appropriate to sever Humble as respondent from the consolidated proceeding.

The Commission orders: Humble Oil & Refining Co. is severed as respondent from the proceeding on the order to show cause issued August 5, 1965, in Docket No. AR61-1, et al., insofar as said proceeding pertains to Humble's application for a certificate of public convenience and necessity filed in Docket No. CI65-606.

By the Commission.

[SEAL] GORDON M. GRANT,
Secretary.

[F.R. Doc. 67-6593; Filed, June 13, 1967; 8:45 a.m.]

[Docket No. AR64-2]

AREA RATE PROCEEDING (TEXAS GULF COAST AREA) ET AL.

Order Granting Motion To Dismiss

JUNE 6, 1967.

Gulf Resources, Inc. (Gulf), on January 20, 1967, filed a motion to dismiss Natural Gas Gathering Co. (Natural) and itself from Docket No. AR64-2.

Gulf gathers and transports gas, which is purchased by Tennessee Gas Pipeline Co., a division of Tenneco, Inc. (Tennessee), from various producers at or near the wellhead in Starr and Zapata Counties, Tex., to Tennessee's main transmission line. Gulf's line, including lateral lines, is approximately 75 miles long. Gulf, which does not purchase or sell the subject gas, receives 2.85 cents per Mcf from Tennessee for its transportation service.

The facilities utilized for transportation were at one time jointly owned by Gulf and Natural. Gulf and Natural were not affiliated initially, but Gulf later acquired all of Natural's stock and thereafter absorbed Natural.

Natural which had filed a producer rate schedule covering the charges for the

subject service was named a respondent in Docket No. AR64–2 by order issued November 27, 1963. Gulf was later named a respondent in Docket No. AR64–2 by order issued June 22, 1964.

Gulf and Natural received permanent certificate authorization by order issued May 10, 1966, in Docket No. CI61–282 and were there classified as pipelines. That order was amended on September 16, 1966, to give effect to the dissolution of Natural as a separate entity.

Gulf asserts in its motion that it is not properly a party in Docket No. AR64–2 because it does not engage in jurisdictional purchases of gas and does not make jurisdictional sales of gas. The Commission in an area rate proceeding has the power to determine the proper rate for a transportation service by an independent producer, and the existence of a jurisdictional sale or purchase is not a prerequisite to the exercise of such power. The foregoing reasons advanced by Gulf therefore do not justify the requested action.

We understand, however, that no evidence has been presented by any party in Docket No. AR64–2 with respect to either the status of Gulf as a producer or pipeline for purposes of regulating its rate or the proper rate for its transportation service. Consequently, there is no justification for retaining Gulf as a respondent in Docket No. AR64–2.[1] Such action will be without prejudice to any future action we may take relating to either the status of Gulf or its transportation rate.

The Commission orders:

(A) For the reasons set forth above, Gulf and Natural are dismissed as respondents in Docket No. AR64–2.

(B) The action herein is without prejudice to any action the Commission may take in the future with respect to the status of Gulf as an independent producer or a pipeline for purposes of regulating its rate or the proper rate for Gulf's transportation service.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67–6594; Filed, June 13, 1967; 8:45 a.m.]

[Docket Nos. CS67–74, CS67–75]

MRS. R. G. BEACH AND MUNOCO CO.

Findings and Order

JUNE 7, 1967.

Findings and Order After Statutory Hearing Issuing Small Producers Certificates of Public Convenience and Necessity, Canceling FPC Gas Rate Schedules, Amending Certificate, Terminating Certificate, and Terminating Rate Proceedings.

On April 14, 1967, Mrs. R. G. Beach filed in Docket No. CS67–74 and Wm. C. and Theodosia M. Nolan, d.b.a. Munoco Co. filed in Docket No. CS67–75 applications pursuant to section 7(c) of the Natural Gas Act and § 157.40 of the regulations thereunder for small producer certificates of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce from the Permian Basin area, of Texas and New Mexico, all as more fully set forth in the applications.

Applicants are presently authorized to sell natural gas in interstate commerce, subject to the jurisdiction of the Commission, from the Permian Basin area; therefore, the small producer certificates issued herein shall be effective on the date of this order.

In accordance with the principles set forth in the order issued February 6, 1967, in Rodman and Late et al., Docket No. CS66–48 et al., Applicants herein, pending judicial review of Opinion No. 468, 34 FPC 159, will be permitted to file for above-ceiling rates. However, before collecting an above-ceiling rate each Applicant will be required to file a notice of change in rate relating to such sale. Any such notice of change in rate will be subject to suspension pursuant to section 4(e) of the Natural Gas Act.

The certificates heretofore issued in Docket No. G–11564 for sales from the Permian Basin area will be amended to delete therefrom authorization to sell gas from the "et al." interest of Mrs. R. G. Beach and the related rate schedule will be canceled.

The certificate heretofore issued in Docket No. G–4218 to Applicants in Docket No. CS67–75 for sales from the Permian Basin area will be terminated and the related rate schedule will be canceled.

Applicant in Docket No. CS67–74 is presently authorized to sell natural gas from the Permian Basin area pursuant to her FPC Gas Rate Schedule No. 1 at a rate which is not subject to refund and which is equal to the area base rate. Two underlying rates were collected by Applicant subject to refund in Docket Nos. G–17059[1] and RI64–293.[2] Inasmuch as the present rate is equal to the area base rate, the proceedings in Docket Nos. G–17059 and RI64–293 will be terminated with respect to the "et al." interest of Applicant and Applicant will be relieved from any refund obligation in said proceedings.

After due notice no petition to intervene, notice of intervention, or protest to the granting of the applications has been received.

At a hearing held on June 1, 1967, the Commission on its own motion received and made a part of the record in this proceeding all evidence, including the applications, submitted in support of the authorizations sought herein, and upon consideration of the record,

The Commission finds:

(1) Applicants are engaged in the sale of natural gas in interstate commerce for resale for ultimate public consumption, subject to the jurisdiction of the Commission, and each is, therefore, a "natural-gas company" within the meaning of the Natural Gas Act as heretofore found by the Commission.

(2) The sales of natural gas hereinbefore described, as more fully described in the applications herein, will be made in interstate commerce subject to the jurisdiction of the Commission, and such sales by Applicants, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are subject to the requirements of subsections (c) and (e) of section 7 of the Natural Gas Act.

(3) Applicants are able and willing properly to do the acts and to perform the service proposed and to conform to the provisions of the Natural Gas Act and the requirements, rules, and regulations of the Commission thereunder.

(4) Applicants are independent producers of natural gas who are not affiliated with natural gas pipeline companies and have not made jurisdictional sales during the preceding calendar year exceeding 10,000,000 Mcf of natural gas.

(5) The sales of natural gas by Applicants, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are required by the public convenience and necessity, and small producer certificates of public convenience and necessity therefor should be issued as hereinafter ordered and conditioned.

(6) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the certificate heretofore issued in Docket No. G–4218 to Applicant in Docket No. CS67–75 for sales from the Permian Basin area should be terminated, that the certificate heretofore issued in Docket No. G–11564 should be amended by deleting therefrom authorization to sell gas from the interest of Applicant in Docket No. CS67–74, and that the related rate schedules should be canceled.

The Commission orders:

(A) Small producer certificates of public convenience and necessity are issued upon the terms and conditions of this order authorizing the sale for resale and delivery of natural gas in interstate commerce by Applicants from the Permian Basin area of Texas and New Mexico, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, all as hereinbefore described and as more fully described in the applications in this proceeding.

(B) The certificates granted in paragraph (A) above are not transferable and shall be effective only so long as Applicants continue the acts or operations hereby authorized in accordance with the provisions of the Natural Gas Act and the applicable rules, regulations, and orders of the Commission, and particularly,

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[1] Since Natural is no longer in existence it is clear that it should be dismissed as a respondent.

[1] Consolidated in the initial proceedings in Docket No. AR61–1 et al.

[2] Consolidated in the proceeding in the Order to Show Cause issued August 5, 1965, in Docket No. AR61–1 et al., 34 FPC 424.

(a) The subject certificates shall be applicable only to all future "small producer sales," as defined in § 157.40(a)(3) of the regulations under the Natural Gas Act, from the Permian Basin area;

(b) Sales shall not be at rates in excess of those set forth in § 157.40(b)(1) of the regulations under the Natural Gas Act; however, Applicants may file notices of changes in rate for any contractually authorized rates in excess of the ceiling rates, which increased rates shall be subject to suspension pursuant to section 4(e) of the Natural Gas Act and subsequently may be rejected as of the date of filing, as provided by the order granting relief issued February 6, 1967, in Docket No. CS66-48, et al.;

(c) Applicants shall file annual statements pursuant to § 154.104 of the regulations under the Natural Gas Act.

(C) The certificates granted in paragraph (A) above shall remain in effect for small producer sales until the Commission on its own motion or on application terminates said certificates because Applicants no longer qualify as small producers or fail to comply with the requirements of the Natural Gas Act, the regulations thereunder, or the terms of the certificates. Upon such termination Applicants will be required to file separate certificate applications and individual rate schedules for future sales. To the extent compliance with the terms and conditions of this order is observed, the small producer certificates will still be effective as to those sales already included thereunder.

(D) The grant of the certificates issued in paragraph (A) above shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act or Part 157 of the Commission's regulations thereunder, and is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceedings now pending or hereafter instituted by or against Applicants. Further, our action in this proceeding shall not foreclose nor prejudice any future proceedings or objections relating to the operation of any price or related provisions in the gas purchase contracts herein involved. Nor shall the grant of the certificates aforesaid for service to the particular customers involved imply approval of all of the terms of the contracts, particularly as to the cessation of service upon termination of said contracts as provided by section 7(b) of the Natural Gas Act. Nor shall the grant of the certificates aforesaid be construed to preclude the imposition of any sanctions pursuant to the provisions of the Natural Gas Act for the unauthorized commencement of any sales subject to said certificates.

(E) The certificates issued herein shall be effective on the date of this order.

(F) The certificate issued in Docket No. G-11564 is amended to delete therefrom authorization to sell gas from the "et al." interest of Mrs. R. G. Beach and Mrs. R. G. Beach FPC Gas Rate Schedule No. 1 is canceled.

(G) The certificate issued in Docket No. G-4218 is terminated and Wm. C. and Theodosia M. Nolan doing business as Munoco Oil Co., FPC Gas Rate Schedule No. 10 is canceled.

(H) The rate proceedings in Docket Nos. G-17059 and RI64-293 are terminated insofar as they pertain to the "et al." interest of Mrs. R. G. Beach and she is relieved from any refund obligations in said proceedings.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67-6595; Filed, June 13, 1967; 8:45 a.m.]

[Project No. 2312]

PENOBSCOT CO. AND DIAMOND INTERNATIONAL CORP.

Notice of Application for Transfer of License for Constructed Project

JUNE 6, 1967.

Public notice is hereby given that application has been filed under the Federal Power Act (16 U.S.C. 791a-825r) by Penobscot Co., licensee for constructed Project No. 2312, and Diamond International Corp. (correspondence to: Thomas M. Debevoise, Esq., Debevoise, Liberman and Corben, Shoreham Building, Washington, D.C. 20005) for transfer of the license for the project from the former to the latter.

The existing project, known as Great Works Project, is located on the Penobscot River in the Great Works Section of Old Town, in Penobscot County, Maine. The project consists of a 20-foot-high dam creating pondage extending upstream to the tailrace of the Milford Dam, a fishway, log sluice, spillways, and 10 sluice gates leading to 10 water wheels connected to 12 generators with an installed capacity of 3,380 kw of a.c. and 2,150 of d.c. The license for the project was issued for a period effective as of April 1, 1962, and terminating on December 31, 1993. The application was filed in anticipation of a proposed merger of Penobscot Co. into Diamond International Corp., of Wilmington, Del.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure of the Commission (18 CFR 1.8 or 1.10). The last day upon which protests or petitions may be filed is July 14, 1967. The application is on file with the Commission for public inspection.

GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67-6596; Filed, June 13, 1967; 8:45 a.m.]

[Docket No. CP67-352]

SHENANDOAH GAS CO.

Notice of Application

JUNE 8, 1967.

Take notice that on May 26, 1967, Shenandoah Gas Co. (Applicant), 1100 H Street NW., Washington, D.C. 20005, filed in Docket No. CP67-352 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation of certain natural gas facilities and the sale and delivery of volumes of natural gas, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Specifically, Applicant seeks authorization to construct and operate approximately 1,020 feet of 2-inch pipeline together with necessary metering and regulating facilities from a point of interconnection with the 24-inch pipeline of Atlantic Seaboard Corporation to the proposed site of the Howell Metal Company Plant (Howell), Shenandoah County, Va. Applicant also seeks authorization to sell and deliver to Howell, through the above proposed natural gas facilities, a third year maximum daily and maximum annual quantity of natural gas estimated at 74 Mcf and 25,200 Mcf, respectively, on a firm and interruptible basis.

Applicant estimates the total cost of the proposed facilities at approximately $11,600, said cost to be financed by open account advances from Applicant's parent company, Washington Gas Light Co.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (§ 157.10) on or before July 3, 1967.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no protest or petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a protest or petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67-6597; Filed, June 13, 1967; 8:45 a.m.]

[Docket No. CP67-211]

TENNESSEE GAS PIPELINE CO.

Notice Fixing Place of Prehearing Conference

JUNE 6, 1967.

Tennessee Gas Pipeline Company, a Division of Tenneco, Inc., Docket No. CP67-211.

Take notice that the prehearing conference set for 10 a.m., e.d.s.t., June 29,

1967, by the order issued May 26, 1967, in the above-designated matter will be held in Room 2003A, John F. Kennedy Federal Building, Government Center, Boston, Mass.

GORDON M. GRANT,
Secretary.

[F.R. Doc. 67-6598; Filed, June 13, 1967; 8:45 a.m.]

[Docket No. CP66-418 etc.]

TEXAS GAS PIPE LINE CORP. ET AL.

Findings and Order

JUNE 6, 1967.

Texas Gas Pipe Line Corp., Docket No. CP66-418; Union Texas Petroleum, a division of Allied Chemical Corp., Docket No. CI66-1296; Neches Petroleum Corp., Docket No. RI63-193; Clegg & Hunt (Operator) et al., Docket No. RI60-405; Reserve Oil & Gas Co., Docket Nos. G-18570 and RI64-789.

Findings and order after statutory hearing, issuing certificate of public convenience and necessity, permitting and approving abandonment, conditionally accepting offers of settlement, and terminating certificate.

On June 16, 1966, Texas Gas Pipe Line Corp. (Applicant), filed in Docket No. CP66-418 an application as supplemented on July 22, 1966 pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the acquisition and operation of certain natural gas facilities and the transportation and sale of natural gas, all as more fully set forth in the application and an offer of settlement related thereto which was filed November 8, 1966.

The purpose of the instant application is to realign the properties and service of Union Texas Petroleum, a division of Allied Chemical Corp. (Union Texas), and Applicant, so that Applicant will own and operate the transportation facilities required to make sales and deliveries in interstate commerce to Transcontinental Gas Pipe Line Corp. (Transco), and Texas Eastern Transmission Corp. (Texas Eastern). Union Texas, an independent producer, will continue to gather and process gas and will make deliveries to Applicant at the outlet of Union Texas's Winnie Plant and at other points on Applicant's line in or near the North Port Neches Field in Orange County, Tex.

Applicant proposes to acquire, by assignment from Union Texas, those contracts under which gas is purchased for resale to Texas Eastern. Applicant also seeks authority to acquire facilities owned and operated by Union Texas for the purpose of transporting natural gas from the Winnie Plant to Texas Eastern and to Applicant, and to operate such facilities to enable Applicant to continue the sales to Texas Eastern and Transcontinental.

The facilities and contracts to be acquired by Applicant are stated to be:

(1) Approximately 30 miles of 10-inch and 12-inch line commencing at the outlet of the Winnie Plant and running in an easterly direction through Jefferson and Orange Counties in the State of Texas to a point of interconnection with the facilities of Applicant near North Port Neches, together with meters and other appurtenant facilities.

(2) Approximately 6 miles of 10-inch and 12-inch line commencing at the Winnie Plant and extending in a northerly direction to a connection with the facilities of Texas Eastern in Jefferson County, Tex., together with meters and other appurtenant facilities.

(3) Dehydration facilities at the Winnie Plant and adjacent to Applicant's Orange Compressor Station, and

(4) Certain gas purchase contracts all as more fully described in the application.

Contingent upon approval of Applicant's proposal to acquire and operate the facilities used to serve Texas Eastern, Union Texas seeks authorization in Docket No. CI66-1296 to abandon its sale to Texas Eastern as authorized in Docket No. G-8048.

As a result of the acquisition, Applicant proposes to eliminate the dedicated gas service now rendered to Transco under its Rate Schedule DGS-1 and to Texas Eastern under Union's Rate Schedule 66, and provide service to both customers under new rate schedules not based on dedication of specific gas reserves or gas purchase contracts to particular customers. The terms and conditions of such service will be substantially the same as present, however, the respective rates will be as follows:

Customer	Rate schedule (proposed)	Rate/Mcf	
		Present	Proposed
		Cents	*Cents*
Transco	CD-1 Demand Charge.	80	75
	Commodity Charge.	15.91	15.75
Texas Eastern	G-1 (Union R.S. 66).	14.4	16.2

Other proposed changes in rates and service stemming from the subject acquisition are:

Service		Rate	
Present	Proposed	Present	Proposed
Gathering by Union Texas of gas purchased by Applicant for Transco—delivery at North Port Neches.	Gathering by Union Texas of gas purchased by Applicant for Transco and Texas Eastern—delivery into Applicant's facilities.	2.5¢/Mcf	1.3 cents/Mcf.[1]
Gathering and delivery by Union Texas of gas purchased by Texas Eastern.	Same, except that gas will be delivered by Applicant for Union Texas's account.	None	0.5 cents/Mcf to be paid by Union Texas for transportation by Applicant.

[1] In return Applicant will receive an allowance for B.t.u. loss, shrinkage, and fuel use incurred in the operation of the plant. Copies of the agreement for this arrangement will be filed to supersede the contract whereby Union Texas presently performs such services for Applicant under its Rate Schedule No. 70.

The total estimated cost of acquiring the proposed facilities is $714,371 which cost will be financed from current working funds. Applicant proposes to record the acquired properties on its books at the original cost of $1,071,468, less depreciation of $473,336, with the difference between cost of acquisition and book value to be amortized over a 10-year period.

Neches, Clegg & Hunt, and Reserve have filed offers of settlement in their respective dockets in which they seek (contingent upon Commission approval of Applicant's proposal) termination of the suspension proceedings in accordance with the Commission's second amendment to it's statement of general policy No. 61-1. Acceptance of the offers will reduce their total annual revenues approximately $100,750, based on currently effective rates but would increase total annual revenues approximately $243,350 from the underlying accepted rates.

The following tabulation reflects the details thereof:

FPC Gas rate schedule and Supplement No.	Docket No.	Effective date	Rates [2]		
			Approved	Suspended	Settlement
Neches sale:					
1-7	RI63-193	11- 5-63	10.096	16.66584	15.0
Clegg and Hunt sale:					
5-1	RI60-405	11-25-60	13.6	17.38982	15.0
Reserve sales:					
1-1	G-18570	11- 4-59	13.6	14.6	14.6
-2	RI64-789	12- 2-64		15.6	
2-1	G-18570	11- 4-59	13.38069	14.38069	14.6
-2	RI64-789	12- 2-64		15.38069	14.6

[2] Cents per Mcf at 14.65 p.s.i.a., inclusive of tax reimbursement.

In return for permitting life-of-contract settlement rates of 15.0 cents, Neches and Clegg & Hunt propose to eliminate all future price escalation provisions from the subject contracts while Reserve proposes to eliminate present price escalation provisions, including price redetermination provisions, and to substitute prices of 14.6 cents with 1.0 cent periodic price escalations commencing on June 1, 1969, and every 5-year period thereafter. All of these settlement rates will be subject to three-fourths reimbursement of future tax increases. The remaining contract terms for these

four sales exceed the 5-year requirement of Commission Order No. 284.

Petitions to intervene were filed by Transco, Texas Eastern and five major customers of Texas Eastern.[1] Subsequently, a conference was called by Applicant on October 25, 1966, at which agreement was reached by Applicant and the intervenors on the basis of the subject offer of settlement. All of the interventions were then withdrawn, except for Long Island Lighting Co. (LILCO), which filed a qualified withdrawal of its petition to intervene.

LILCO states it does not oppose the requested certificate, as amended by the offer of settlement, but believes that the conversion from the present producer sale by Union Texas to Texas Eastern to a pipeline sale by Applicant to Texas Eastern is wrong both as a matter of principle and of precedent. It is Long Island's position that the appropriate area rate should apply at the points of sale to Transco and Texas Eastern, regardless of which party, Union Texas or Applicant, owns the facilities from which the sales are made. LILCO, however, withdraws its opposition predicated on the understanding that:

(1) Approval of the subject settlement will not be binding or persuasive in the disposition of similar situations elsewhere,

(2) Approval of the settlement will not determine the point on Union-Applicant's facilities at which area rates for producer sales to pipelines should apply.

It is noted that Applicant in its offer of settlement filed on November 8, 1966, states that issuance of a certificate of public convenience and necessity consistent with the terms of the offer of settlement will not constitute a determination of any principle or issue binding on any party, nor is any party precluded or prejudiced from asserting or proving any matter or contention in any other proceeding relating to Applicant or any other party. In view of the apparent resolution of controversial matters to the satisfaction of all parties concerned it appears that there is no objection to the proposed settlement. It appears to be in the public interest that the offer of settlement filed by Applicant in Docket No. CP66–418 be accepted, a certificate of public convenience and necessity be issued to the Applicant as requested, and that Union Texas should be granted authorization to abandon the facilities and service proposed in Docket No. CI66–1296.

It further appears to be in the public interest to approve the offers of settlement filed by the producers, Neches, Clegg & Hunt and Reserve in Docket Nos. RI63–193, RI60–405, G–18570, and RI64–789, respectively, to be effective prospectively from the date of issuance of this order as provided herein. In view of the outstanding suspension proceedings in Docket No. RI62–250 pertaining to Union Texas's present sale to Texas Eastern, which is unaffected by the abandonment authorization granted herein, we shall not terminate the suspension proceedings related to the producer sales to Union Texas for the period prior to the issuance of this order. Such matters shall be resolved in the Texas Gulf Coast Area Rate Proceeding, Docket No. AR64–2, with which these proceedings have been consolidated. Accordingly, both Union Texas in Docket No. RI62–250 and the producers in Docket Nos. RI60–405, G–18570, RI63–193, and RI64–789 will retain their potential refund obligations for the period prior to this order.

After due notice, no petitions to intervene other than those referred to, notice of intervention or protest to the granting of the applications have been filed.

At a hearing held on June 1, 1967, the Commission on its own motion received and made a part of the record in this proceeding all evidence, including the applications and settlement offers in the subject dockets, submitted in support of the authorizations sought, and upon consideration of the record.

The Commission finds:

(1) Applicant, Texas Gas Pipe Line Corp., a Delaware corporation having its principal place of business in Houston, Tex. is a "natural-gas company" within the meaning of the Natural Gas Act, as heretofore found by the Commission in its order of December 29, 1954, in Docket No. G–2405 (13 F.R. 1653).

(2) Union Texas Petroleum, is engaged in the sale of natural gas in interstate commerce for resale for ultimate public consumption, subject to the jurisdiction of the Commission, and is therefore, a "natural-gas company" within the meaning of the Natural Gas Act.

(3) The proposed acquisition, and operation of facilities, and the sale of natural gas in interstate commerce, as hereinbefore described and as more fully described in the application in Docket No. CP66–418 filed in this proceeding, are subject to the requirements of subsections (c) and (e) of section 7 of the Natural Gas Act.

(4) The aforesaid proposed acquisitions and operation of facilities and the sale of natural gas in interstate commerce, are required by the public convenience and necessity and a certificate therefor should be issued as hereinafter ordered and conditioned.

(5) The facilities proposed to be abandoned by Union Texas as hereinbefore described and as more fully described in the application, in Docket No. CP66–1296 filed in these proceedings are used in the transportation and sale of natural gas in interstate commerce, subject to the jurisdiction of the Commission, and such abandonment is subject to the requirements of subsection (b) of section 7 of the Natural Gas Act.

(6) The proposed abandonment of the aforesaid facilities by Union Texas is permitted by the public convenience and necessity and permission and approval therefor should be granted as hereinafter ordered.

(7) Applicant is able and willing properly to do the acts and to perform the services proposed and to conform to the provisions of the Natural Gas Act, and the requirements, rules and regulations of the Commission thereunder.

(8) Public convenience and necessity require that the certificate issued hereinafter in Docket No. CP66–418 and the rights granted thereunder be conditioned upon Applicant's compliance with all applicable Commission regulations under the Natural Gas Act and particularly the general terms and conditions set forth in paragraphs (a), (b), (d) (1), (2), and (3), (e), (f), and (g) of § 157.20 of such regulations.

The Commission orders:

(A) A certificate of public convenience and necessity is issued to Applicant, Texas Gas Pipe Line Corp., authorizing the acquisition and operation of facilities, and the sale of natural gas as hereinbefore described all as more fully described in the application, upon the terms and conditions of this order, effective as of the date of issuance of this order.

(B) The certificate issued by paragraph (A) above and the rights granted thereunder are conditioned upon Applicant's compliance with all applicable Commission regulations under the Natural Gas Act and particularly the general terms and conditions set forth in paragraphs (a), (d) (1), (2), and (3), (e), (f), and (g) of § 157.20 of such regulations.

(C) The acquisitions authorized shall be completed and the facilities placed in operation hereunder, and the sale of natural gas authorized in paragraph (A) above shall commence as provided in paragraph (b) of § 157.20 of the aforesaid regulations within 3 months of the date on which this order issued.

(D) The offer of settlement filed by Applicant in Docket No. CP66–418 is approved.

(E) Applicant, Texas Gas Pipe Line Corp., shall make appropriate rate filings in accordance with the Commission's regulations reflecting the sales and services authorized herein within 30 days of the issuance of this order.

(F) Permission for and approval of the abandonment by Union Texas of the facilities hereinbefore described, as more fully described in the application in this proceeding is granted, effective as of the date of this order.

(G) The offers of settlement filed by Neches, Clegg & Hunt, and Reserve in their respective dockets (suspension proceedings), as modified herein are approved.

(H) The certificate issued to Union Texas in Docket No. G–8048 is terminated, Union Texas Rate Schedule No. 66 is canceled, and the related rate filing, designated as Supplement No. 19 thereto is accepted for filing to be effective as of the date of issuance of this order.

(I) Neches, Clegg & Hunt and Reserve shall within 30 days of the issuance of this order file as supplements to their respective rate schedules, notices of changes in rates reflecting the applicable settlement rates and executed contract

[1] Brooklyn Union Gas Co., Long Island Lighting Co., Philadelphia Electric Co., Public Service Electric and Gas Co., and the Philadelphia Gas Works Division of United Gas Improvement Co.

amendments as provided for in the subject offer. The notices of change and contract amendments shall be submitted in accordance with Part 154 of the Commission regulations under the Natural Gas Act.

(J) Neches, Clegg & Hunt and Reserve shall retain revenues attributable to the rates which have been collected subject to refund by these producers for the period prior to the date of the issuance of this order and such refund amounts shall remain subject to refund in Docket Nos. G–18570, RI60–405, RI63–193, and RI64–789.

(K) Upon notification by the Secretary of the Commission that they have complied with the terms and conditions of this order the settlement rates proposed by Neches, Clegg & Hunt and Reserve shall be effective as of the date of this order.

(L) Union Texas shall file, as a supplement to its Rate Schedule No. 70, copies of the gathering and processing agreement as mentioned above.

(M) This order is without prejudice to any findings or orders which have been or may be made hereafter by the Commission, and is without prejudice to claims or contentions which may be made by Applicant, Union Texas, Neches, Clegg & Hunt, Reserve, the Commission staff, or any affected party hereto in any proceedings now pending, or hereafter instituted, including area rate or similar proceedings by or against the above named parties, or any other companies, persons, or parties affected by this order.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67–6599; Filed, June 13, 1967; 8:45 a.m.]

[Docket No. CP67–353]

TRANSWESTERN PIPELINE CO.

Notice of Application

JUNE 8, 1967.

Take notice that on May 26, 1967, Transwestern Pipeline Co. (Applicant), First City National Bank Building, Houston, Tex. 77002, filed in Docket No. CP67–353 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale and delivery of natural gas and the construction and operation of minor pipeline facilities incident thereto, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Specifically, Applicant seeks authorization to sell and deliver to Northern Natural Gas Co., Peoples Natural Gas Division (Peoples), up to 1,000,000 Mcf of natural gas per year for resale by Peoples to farm customers for domestic and irrigational purposes. Applicant also seeks authorization to construct and operate minor pipeline tap valves incident to such sales to enable it to deliver the proposed volumes of natural gas to Peoples at various points on Applicant's 24-inch pipeline system in the Texas Panhandle area.

Applicant states that Peoples will reimburse it for the full cost of all pipeline taps and valves required to be installed to render the proposed natural gas service.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (§ 157.10) on or before July 3, 1967.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no protest or petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a protest or petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised it will be unnecessary for Applicant to appear or be represented at the hearing.

GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67–6600; Filed, June 13, 1967; 8:45 a.m.]

FEDERAL RESERVE SYSTEM

SOCIETY CORP.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made to the Board of Governors of the Federal Reserve System pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)), by Society Corp., which is a bank holding company located in Cleveland, Ohio, for the prior approval of the Board of the acquisition by Applicant of 90 percent or more of the voting shares of the Springfield Bank, Springfield, Ohio.

Section 3(c) of the Act provides that the Board shall not approve (1) any acquisition or merger or consolidation under this section which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or (2) any other proposed acquisition or merger or consolidation under this section whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless it finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that in every case, the Board shall take into consideration, the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551.

Dated at Washington, D.C., this 7th day of June 1967.

By order of the Board of Governors.

[SEAL] MERRITT SHERMAN, *Secretary.*

[F.R. Doc. 67–6607; Filed, June 13, 1967; 8:46 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[812–2074]

PACIFIC INSURANCE COMPANY OF NEW YORK AND BANKERS AND SHIPPERS INSURANCE COMPANY OF NEW YORK

Order for Hearing on Application for Order Exempting Proposed Transaction Between Affiliates

JUNE 8, 1967.

The Commission, on March 13, 1967, issued a notice (Investment Company Act Release No. 4870) of an application by Pacific Insurance Company of New York ("Pacific") and Bankers and Shippers Insurance Company of New York ("Bankers"), 12 Gold Street, New York, N.Y. 10038 (sometimes referred to collectively as the "applicants"), pursuant to section 17(b) of the Investment Company Act of 1940 ("Act") for an order exempting from the provisions of section 17(a) of the Act a transaction involving the purchase by Pacific of certain shares of Bankers from Insurance Securities Trust Fund ("ISTF"), a registered investment company, and the purchase by Bankers of certain shares of Jersey Insurance Company of New York ("Jersey") from ISTF. Pacific is an affiliated person of Bankers and of Jersey and Bankers and Jersey are affiliated persons of ISTF within the meaning of section 2(a)(3) of the Act. The notice, which is incorporated herein by reference, gave any interested person an opportunity to file a request in writing for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request, and the issues of fact or law proposed to be controverted.

On March 28, 1967, a request for a hearing was filed with the Commission by Emmet J. Blot ("Blot"), who states that he owns more than 5 percent of the stock of Pacific and who questions the fairness of the proposed transaction.

It appears to the Commission that it is appropriate in the public interest and in the interest of investors that a hearing be held with respect to said application.

It is ordered, Pursuant to section 40(a) of the Act, that a hearing on the aforesaid application under the applicable provisions of the Act and the rules of the Commission thereunder be held on the 21st day of June 1967 at 11 a.m. in the offices of the Commission,, 500 North Capitol Street NW., Washington, D.C. 20549. At such time the Hearing Room Clerk will advise as to the room in which such hearing will be held. Any person, other than the applicants and Blot, desiring to be heard or otherwise wishing to participate in the proceeding is directed to file with the Secretary of the Commission, Washington, D.C. 20549, on or before the 19th day of June 1967 his application as provided by Rule 9 of the Commission's rules of practice. A copy of such request shall be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon applicants at the address noted above, and proof of service (by affidavit, or, in case of an attorney-at-law, by (certificate) shall be filed contemporaneously with the request.

It is further ordered, That any officer or officers of the Commission to be designated by it for that purpose, shall preside at said hearing. The officer so designated is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42(b) of the Investment Company Act of 1940, and to a hearing officer under the Commission's rules of practice.

The Division of Corporate Regulation has advised the Commission that it has made a preliminary examination of the application and request for hearing and that upon the basis thereof the following matters and questions are presented for consideration, without prejudice to its specifying additional matters and questions upon further examination:

(1) Whether the terms of the proposed transaction, including the consideration to be paid or received, are reasonable and fair and do not involve overreaching on the part of any person concerned;

(2) Whether the proposed transaction is consistent with the policy of the registered investment company concerned, as recited in its registration statement and reports filed under the Investment Company Act of 1940; and

(3) Whether the proposed transaction is consistent with the general purposes of the Investment Company Act of 1940.

It is further ordered, That at the aforesaid hearing attention be given to the foregoing matters and questions.

It is further ordered, That the Secretary of the Commission shall give notice of the aforesaid hearing by mailing copies of this order by certified mail to Pacific, Bankers and Blot and that notice to all persons shall be given by publication of this order in the FEDERAL REGISTER; and that a general release of this Commission in respect of this order be distributed to the press and mailed to the mailing list for releases.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 67-6614; Filed, June 13, 1967; 8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATION FOR RELIEF

JUNE 9, 1967.

Protests to the granting of an application must be prepared in accordance with Rule 1.40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 41047—*Phosphatic fertilizer solution to points in western trunkline territory.* Filed by Western Trunk Line Committee, agent (No. A-2503), for interested rail carriers. Rates on phosphatic fertilizer solution, in tank carloads, from Don and Epco, Idaho, and Garfield and Geneva, Utah, to points in western trunkline territory.

Grounds for relief—Market competition.

Tariff—Supplement 192 to Western Trunk Line Committee, agent, tariff I.C.C. A-4411.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-6623; Filed, June 13, 1967; 8:47 a.m.]

[Ex Parte No. 256 (Sub-No. 1); Special Permission 67-5129]

ATLANTIC-GULF COASTWISE STEAMSHIP FREIGHT BUREAU

Increased Freight Rates, 1967

Order. At a session of the Interstate Commerce Commission, Division 2, held at its office in Washington, D.C. this 7th day of June, 1967.

Upon consideration of a petition filed on June 5, 1967, by W. S. Jermain, Chairman, Atlantic-Gulf Coastwise Steamship Freight Bureau, for and on behalf of carriers engaged in transportation by water or partly by water and partly by motor or rail and parties to the tariffs listed in the appendix below, for (1) an investigation into the adequacy of the rates and charges of said carriers and to make said carriers respondents in this investigation, (2) to authorize the filing of tariffs increasing, to the extent proposed in said petition, their freight rates and charges, and (3) to grant special permission to make such increases effective by publication on the same notice as may be specified in connection with the proposed rail increases, and in publishing any such increases authorized for petitioners in this proceeding, to depart from the Commission's tariff rules to the extent any such departures may be authorized with respect to any increase in rail rates and charges granted herein and (4) any and all other relief, authority or permission which may be necessary to permit petitioners to publish, effective on or about the same date, the same increases as may be approved herein for the rail respondents;

For good cause shown, *It is ordered:*

1. Carriers for and on whose behalf the above-mentioned petition was filed, and their tariff-publishing agents, be, and they are hereby, authorized to depart from the Commission's tariff-publishing rules when providing for increased rates and charges as set forth above in the following manner:

(a) By publication and filing of a master tariff of increased rates and charges;

(b) By publication and filing of connecting-link supplements to one or more tariffs connecting such a tariff or tariffs with the master tariff of increased rates and charges;

(c) By publication and filing of tariffs or supplements of specific increased rates and charges;

(d) By publication of provisions in tariffs or supplements subjecting the rates and charges therein to the provisions of the master tariff;

2. (1) Master tariffs, supplements thereto, and supplements to tariffs which are issued in short form method shall bear notation reading substantially as follows:

The form of this publication is permitted by authority of Interstate Commerce Commission Permission No. 67-5129 of June 7, 1967.

(2) Other tariffs or supplements containing specific increased rates or charges shall bear notation reading: This publication is issued under authority of Interstate Commerce Commission Permission No. 67-5129 of June 7, 1967;

3. Connecting-link supplements authorized herein shall be exempt from the Commission's tariff-publishing rules relating to the number of supplements and volume of supplemental matter permitted. This and all other relief from the Commission's tariff-publishing rules authorized herein may not be used for filing after December 31, 1967, unless otherwise ordered by the Commission.

4. Outstanding orders of the Commission are modified only to the extent necessary to permit the filing of tariffs containing the proposed increased rates and charges on statutory notice, unless otherwise ordered by the Commission, and all tariffs filed shall be subject to protest, suspension or rejection.

It is further ordered, That the said petition, except to the extent hereinbefore granted, be, and it is hereby, denied because sufficient reasons have not been given for the relief sought.

And it is further ordered, That notice of this order be given to the general public by depositing a copy in the Office of the Secretary of the Commission at Washington, D.C. and by filing it with the Director, Office of the Federal Register.

By the Commission, Division 2.

[SEAL] H. NEIL GARSON, *Secretary.*

APPENDIX

List of tariffs naming rates and charges of petitioners

I.C.C. No.	Tariff No.	Issued by
16	37-B	Atlantic-Gulf Coastwise Steamship Freight Bureau, Agent, W. S. Jermain, T.P.O.
142	T-4	Seatrain Lines, Inc., Joseph Hodgson, Jr., T.P.O.
	G-1-C	
	G-2-A	
	SM-2-F	
10	3-P	
221	69-C	
281	81-H	
32	98-D	
6	102-B	
26	103-A	Sea-Land Service, Inc., D. T. Evans, Jr., T.P.O.
38	107-D	
30	114-A	
23	116	
29	122	
33	132	
35	134	
36	135	

[F.R. Doc. 67-6624; Filed, June 13, 1967; 8:47 a.m.]

[Notice 450]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

JUNE 9, 1967.

The following letter-notices of proposals to operate over deviation routes for operating convenience only have been filed with the Interstate Commerce Commission, under the Commission's Deviation Rules Revised, 1957 (49 CFR 211.1(c)(8)) and notice thereof to all interested persons is hereby given as provided in such rules (49 CFR 211.1 (d)(4)).

Protests against the use of any proposed deviation route herein described may be filed with the Interstate Commerce Commission in the manner and form provided in such rules (49 CFR 211.1(e)) at any time, but will not operate to stay commencement of the proposed operations unless filed within 30 days from the date of publication.

Successively filed letter-notices of the same carrier under the Commission's Deviation Rules Revised, 1957, will be numbered consecutively for convenience in identification and protests if any should refer to such letter-notices by number.

MOTOR CARRIERS OF PROPERTY

No. MC 20036 (Deviation No. 1), HIGHLAND MOTOR SERVICE, INC., 1141 New Trenton Road, Highland, Ill. 62249, filed May 29, 1967. Carrier proposes to operate as a *common carrier,* by motor vehicle, of *general commodities,* with certain exceptions, over a deviation route as follows: From St. Louis, Mo., over Interstate Highway 70 to junction U.S. Highway 40, thence over U.S. Highway 40 to Highland, Ill., and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities, over a pertinent service route as follows: From St. Louis, Mo., over U.S. Highway 40 to Highland, Ill., and return over the same route.

No. MC 59680 (Deviation No. 50), STRICKLAND TRANSPORTATION CO., INC., Post Office Box 5689, Dallas, Tex. 75222, filed May 29, 1967. Carrier proposes to operate as a *common carrier,* by motor vehicle, of *general commodities,* with certain exceptions, over a deviation route as follows: From Memphis, Tenn., over Interstate Highway 40 to Jackson, Tenn., thence over U.S. Highway 45W to junction U.S. Highway 51, thence over U.S. Highway 51 to junction U.S. Highway 62, thence over U.S. Highway 62 to Paducah, Ky., thence over U.S. Highway 45 via Vienna and Harrisburg, Ill., to Effingham, Ill., thence over U.S. Highway 40 and/or Interstate Highway 70 via Terre Haute, Ind., to Columbus, Ohio, thence over Interstate Highway 71 to Cleveland, Ohio, and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities, over a pertinent service route as follows: From Memphis, Tenn., over U.S. Highway 63 via Turrell, Ark., to Jonesboro, Ark., thence over Arkansas Highway 1 to Paragould, Ark., thence over Arkansas Highway 25 to the Arkansas-Missouri State line, thence over Missouri Highway 84 to Hayti, Mo., thence over U.S. Highway 61 to Cape Girardeau, Mo., thence across the Mississippi River to junction Illinois Highway 146, thence over Illinois Highway 146 to junction Illinois Highway 3, thence over Illinois Highway 3 to Red Bud, Ill., thence over Illinois Highway 159 to Belleville, Ill., thence over Illinois Highway 13 to East St. Louis, Ill., thence over U.S. Highway 66 to junction Illinois Highway 48, thence over Illinois Highway 48 to junction U.S. Highway 54, thence over U.S. Highway 54 via Onargo and Gilman, Ill., to junction U.S. Highway 24, thence over U.S. Highway 24 to Napoleon, Ohio, thence over U.S. Highway 6 to Lorain, Ohio, thence over Ohio Highway 57 to junction Ohio Highway 254, thence over Ohio Highway 254 to Cleveland, Ohio, and return over the same route.

No. MC 65491 (Deviation No. 7), GEORGE W. BROWN, INC., 1475 East 222d Street, Bronx, N.Y. 10469, filed May 26, 1967. Carrier proposes to operate as a *common carrier,* by motor vehicle, of *general commodities,* with certain exceptions, over a deviation route as follows: From Stroudsburg, Pa., over Interstate Highway 80 to White Deer, Pa., thence over U.S. Highway 15 to Williamsport, Pa., and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities, over a pertinent service route as follows: From New York, N.Y., over U.S. Highway 1 to junction U.S. Highway 22, thence over U.S. Highway 22 to junction New Jersey Highway 69, near Clinton, N.J., thence over New Jersey Highway 69, to junction U.S. Highway 46, thence over U.S. Highway 46 to Portland, Pa., thence over Alternate U.S. Highway 611 to junction U.S. Highway 611, thence over U.S. Highway 611 to Stroudsburg, Pa., thence over U.S. Highway 209 to junction Pennsylvania Highway 115, thence over Pennsylvania Highway 115 to Wilkes-Barre, Pa., thence over U.S. Highway 11 to Bloomsburg, Pa., thence over Pennsylvania Highway 42 to junction Pennsylvania Highway 442, thence over Pennsylvania Highway 442 to junction Pennsylvania Highway 405, thence over Pennsylvania Highway 405 to Muncy, Pa., thence over Pennsylvania Highway 14 to junction U.S. Highway 220, thence over U.S. Highway 220 via Williamsport, Pa., to Hollidaysburg, Pa., and return over the same route.

No MC 106943 (Deviation No. 7), EASTERN EXPRESS, INC., 1450 Wabash Avenue, Terre Haute, Ind. 47808, filed May 26, 1967. Carrier proposes to operate as a *common carrier,* by motor vehicle, of *general commodities,* with certain exceptions, over a deviation route as follows: From Bedford, Pa., over Interstate Highway 70 to junction Interstate Highway 70S (Pittsburgh Bypass) east of Pittsburgh, Pa., thence over Interstate Highway 70S to junction Interstate Highway 70 west of Pittsburgh, Pa., thence over Interstate Highway 70 to junction Interstate Highway 74 at Indianapolis, Ind., thence over Interstate Highway 74 to Bloomington, Ill., and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities, over a pertinent service route as follows: From the Bedford, Pa., Interchange of the Pennsylvania Turnpike, over the Pennsylvania Turnpike to Irwin, Pa., thence over U.S. Highway 30 via Pittsburgh, Pa., to Mansfield, Ohio, thence over U.S. Highway 30N to junction U.S. Highway 30 east of Delphos, Ohio, thence over U.S. Highway 30 to junction Illinois Highway 1A (formerly Illinois Highway 1), thence over Illinois Highway 1A to junction U.S. Highway 6, thence over U.S. Highway 6 to junction Illinois Highway 53 (formerly Alternate U.S. Highway 66), thence over Illinois Highway 53 to junction U.S. Highway 66, thence over U.S. Highway 66 to Bloomington, Ill., and return over the same route.

No. MC 1515 (Deviation No. 385), GREYHOUND LINES, INC. (Western Division), Market and Fremont Streets, San Francisco, Calif. 94106, filed June 2, 1967. Carrier's representative: W. T. Meinhold, 371 Market Street, San Francisco, Calif. 94105. Carrier proposes to operate as a *common carrier,* by motor vehicle, of *passengers and their baggage,* and *express and newspapers* in the same vehicle with passengers, over deviation routes as follows: (1) From junction Idaho Highway 25 and Interstate Highway 80N (West Jerome Junction), over Interstate Highway 80N to junction U.S. Highway 93 (North Twin Falls Junction), and (2) from Jerome, Idaho, over

Idaho Highway 79 to junction Interstate Highway 80N, thence over Interstate Highway 80N to junction U.S. Highway 93 (North Twin Falls Junction, Idaho), and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over a pertinent service route as follows: From Bliss, Idaho, over Highway 25 to junction U.S. Highway 93, thence over U.S. Highway 93 to Twin Falls, Idaho, and return over the same route.

No. MC 2890 (Deviation No. 64) (Cancels Deviation No. 47), AMERICAN BUSLINES, INC., 1805 Leavenworth Street, Omaha, Nebr. 68102, filed May 29, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage*, and *express*, and *newspapers* in the same vehicle with passengers, over deviation routes as follows: (1) From Salt Lake City, Utah, over Interstate Highway 15 to Murray, Utah, (2) from Lehi, Utah, over Interstate Highway 15 to Provo, Utah, (3) from Provo, Utah, over Interstate Highway 15 to Spanish Fork, Utah, (4) from North Cove Fort Junction, Utah, over Interstate Highway 15 to North Beaver Junction, Utah (between Pine Creek Summit Junction, Utah, and Wildcat Junction, Utah, Interstate Highway 15 follows the same roadbed as U.S. Highway 91), (5) from Cedar City, Utah, over Interstate Highway 15 to South Kanarraville Junction, Utah, and (6) from Anderson Junction, Utah, over Interstate Highway 15 to East St. George, Utah, and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property over a pertinent service route as follows: From Uintah Junction, Utah, over U.S. Highway 89 to junction U.S. Highway 91, thence over U.S. Highway 91 via Juab, Utah, to junction U.S. Highway 66, and return over the same route.

No. MC 2890 (Deviation No. 65) (Cancels Deviation No. 40), AMERICAN BUSLINES, INC., 1805 Leavenworth Street, Omaha, Nebr. 68102, filed May 31, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage*, and *express*, and *newspapers* in the same vehicle with passengers, over deviation routes as follows: (1) From Des Moines, Iowa, over Interstate Highway 80 to junction Interstate Highway 29, thence over Interstate Highway 29 to Council Bluffs, Iowa, with the following access routes (a) from junction Interstate Highway 80 and Iowa Highway 25 over Iowa Highway 25 to Greenfield, Iowa, and (b) from junction Interstate Highway 80 and Iowa Highway 64 over Iowa Highway 64 to Council Bluffs, Iowa, and (2) from Des Moines, Iowa, over Interstate Highway 35 to junction Iowa Highway 92 approximately 2 miles west of Martensdale, Iowa, and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over a pertinent service route as follows: From Des Moines, Iowa, over Iowa Highway 28 to Martensdale, Iowa, thence over Iowa Highway 92 to junction Iowa Highway 375, thence over Iowa Highway 375 to Council Bluffs, Iowa, and return over the same route.

By the Commission.

[SEAL] H. NEIL GARSON,
Secretary.

[F.R. Doc. 67-6625; Filed, June 13, 1967; 8:47 a.m.]

[Notice 1073]

MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

JUNE 9, 1967.

The following publications are governed by Special Rule 1.247 of the Commission's rules of practice, published in the FEDERAL REGISTER issue of April 20, 1966, which became effective May 20, 1966.

The publications hereinafter set forth reflect the scope of the applications as filed by applicant, and may include descriptions, restrictions, or limitations which are not in a form acceptable to the Commission. Authority which ultimately may be granted as a result of the applications here noticed will not necessarily reflect the phraseology set forth in the application as filed, but also will eliminate any restrictions which are not acceptable to the Commission.

APPLICATIONS ASSIGNED FOR ORAL HEARING

MOTOR CARRIERS OF PROPERTY

No. MC 3009 (Sub-No. 69) (Republication) filed August 5, 1966, published FEDERAL REGISTER issue of September 9, 1966, and republished this issue. Applicant: WEST BROTHERS, INC., 706 East Pine Street, Hattiesburg, Miss. 39401. In the above-numbered proceedings, by corrected order entered December 27, 1966, the Commission, Operating Rights Board No. 1, authorized the issuance to applicant of a certificate to transport general commodities (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), (1) between Vaiden, Miss., and Jackson, Miss., over Interstate Highway 55, serving Jackson and Vaiden for purposes of joinder only; (2) between Vaiden, Miss., and Jackson, Miss., over U.S. Highway 51, serving Vaiden and Jackson for purposes of joinder only; (3) between Memphis, Tenn., and Meridian, Miss., from Memphis, over U.S. Highway 78 to Tupelo, Miss., thence over U.S. Highway 45 to Meridian, and return over the same route, all as alternate routes for operating convenience only, and all restricted against the transportation of any traffc moving between points in the Memphis, Tenn., commercial zone, as defined by the Commission, on the one hand, and, on the other, Birmingham, Ala., and points on the U.S. Highway 31 within 65 miles thereof, Mobile, Ala., New Orleans, La., Columbia, Tylertown, McComb, Brookhaven, Jackson, and Meridian, Miss. (except the site of Flintkote Co. plant at Meridian), and points in their respective commercial zones as defined by the Commission, and that pursuant to such order a certificate of public convenience and necessity, dated March 24, 1967, has been issued to applicant.

By petition filed April 27, 1967, applicant requests that part (3) of the order and resulting certification should be modified. A Supplemental Order of the Commission, Operating Rights Board No. 1 dated May 19, 1967, and served June 7, 1967, finds that the evidence of record warrants the correction sought by applicant; and that the certificate previously issued on March 24, 1967 should be appropriately modified; therefore, the present and future public convenience and necessity require operation by applicant, in interstate or foreign commerce, as a common carrier by motor vehicle, over regular routes, of *general commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), (1) between Vaiden, Miss., and Jackson, Miss., over Interstate Highway 55, serving Jackson and Vaiden for purposes of joinder only; (2) between Vaiden, Miss., and Jackson, Miss., over U.S. Highway 51, serving Vaiden and Jackson for purposes of joinder only; (3) between Memphis, Tenn., and Meridian, Miss.: From Memphis, over U.S. Highway 78 to Tupelo, Miss., thence over U.S. Highway 45 to junction Mississippi Highway 45W, thence over Mississippi Highway 45W to junction U.S. Highway 45 at Brooksville, Miss., thence over U.S. Highway 45 to Meridian, and return over the same route, all serving no intermediate points, all as alternate routes for operating convenience only, and all restricted against the transportation of any traffic moving between points in the Memphis, Tenn., commercial zone, as defined by the Commission, on the one hand, and, on the other, Birmingham, Ala., and points on U.S. Highway 31 within 65 miles thereof, Mobile, Ala., New Orleans, La., Columbia, Tylertown, McComb, Brookhaven, Jackson, and Meridian, Miss. (except the site of Flintkote Co. plant at Meridian), and points in their respective commercial zones as defined by the Commission; that (for the purposes of this alternate route application only) applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder; and that an amended certificate authorizing such service should be issued subject to the coincidental cancellation at applicant's written request of the certificate issued herein on March 24, 1967. Because it is possible that other persons, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a

period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 111201 (Sub-No. 6) (Republication), filed January 5, 1967, published FEDERAL REGISTER issue of January 26, 1967, and republished this issue. Applicant: J. N. ZELLNER & SON TRANSFER COMPANY, a corporation, Post Office Box 544, East Point, Ga. Applicant's representative: Monty Schumacher, Suite 693, 1375 Peachtree Street NE., Atlanta, Ga. 30309. By application filed January 5, 1967, applicant seeks a certificate of public convenience and necessity authorizing operation, in interstate or foreign commerce, as a common carrier by motor vehicle, over irregular routes, of glass or plastic containers, bottles, jars, packing glasses, and jelly tumblers, with or without caps, covers, stoppers, or tops and corrugated paper boxes or paper containers, knocked down, when moving in mixed shipments with the above-described commodities, on flatbed trailers only, from Montgomery, Ala., to points in North Carolina, South Carolina, Tennessee, Georgia, Florida, Mississippi, Louisiana, and Kentucky. An order of the Commission, Operating Rights Board No. 1 dated May 19, 1967, and served June 7, 1967, finds that the present and future public convenience and necessity require operation by applicant, in interstate or foreign commerce, as a common carrier by motor vehicle, over irregular routes, of (1) *glass or plastic containers, and closures* for such containers, and (2) *corrugated boxes or paper containers*, in mixed loads with glass or plastic containers and closures for such containers, from Montgomery, Ala., to points in North Carolina, South Carolina, Tennessee, Georgia, Florida, Mississippi, Louisiana, and Kentucky; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. Because it is possible that other persons, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld, for a period of 30 days from the date of such publications, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 13499 (Sub-No. 3) (Republication), filed February 1, 1967, published FEDERAL REGISTER issue of February 24, 1967, and republished this issue. Applicant: PACIFIC TRANSPORTATION LINES, INC., 443 Delaware Avenue, 901 Fuhrman Boulevard, Buffalo, N.Y. 14202. Applicant's representative: John H. Baker, 435 Delaware Avenue, Buffalo, N.Y. 14202. By application filed February 1, 1967, applicant seeks a permit authorizing operations, in interstate or foreign commerce, as a contract carrier by motor vehicle, over irregular routes, of such merchandise as is dealt in by wholesale, retail and chain grocery and food business houses, and fixtures, equipment, supplies, and materials used in the conduct of such business (except commodities in bulk in tank vehicles), from the facilities of the Great Atlantic & Pacific Tea Co., Inc., at Horseheads, N.Y., to points within the territory bounded by a line beginning at Buffalo, N.Y., and extending in a southwesterly direction along the shore of Lake Erie to Erie, Pa., thence in a southeasterly direction through Union City to Tionesta, Pa., thence east through Ridgway and St. Mary's to Renovo, Pa., thence in a northeasterly direction to Savona, N.Y., thence east to Greene, N.Y., thence in a northeasterly direction to Richfield Springs, N.Y., thence north through Mohawk, Herkimer, Newport, Old Forge, and Newton Falls to Massena, N.Y., thence in a northwesterly direction to Louisville Landing, N.Y., thence along the bank of the St. Lawrence River and the shore of Lake Ontario to Youngstown, N.Y., and thence south along the east bank of the Niagara River (including Grand Island) to Buffalo, N.Y., including the points named, and returned merchandise and empty cartons on return, under contract with the Great Atlantic & Pacific Tea Co., Inc.

An order of the Commission, Operating Rights Board No. 1, dated May 19, 1967, and served June 5, 1967, finds that operation by applicant, in interstate or foreign commerce, as a contract carrier by motor vehicle, over irregular routes, of *such merchandise* as is dealt in by wholesale, retail, and chain grocery and food business houses, and *fixtures, equipment, materials, and supplies* used in the conduct of such business (except in bulk, in tank vehicles), from the plantsite and warehouse facilities of the Great Atlantic & Pacific Tea Co., Inc., located at Horseheads, N.Y., to points in Tioga, Potter, McKean, Warren, Clinton, Cameron, Elk, Forest, Crawford, and Erie Counties, Pa., under a continuing contract with the Great Atlantic & Pacific Tea Co., Inc., of Horseheads, N.Y.; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. That applicant and Frontier Delivery, Inc., a motor common carrier of liquid commodities in bulk, are commonly controlled, said control having been approved by this Commission, in No. MC-F-2823, November 23, 1945. The holding by applicant of the permit authorized to be issued in this proceeding and the holding by Frontier Delivery, Inc., of the certificates in No. MC 104675 and subnumbers thereto will be consistent with the public interest and national transportation policy. Because it is possible that other persons, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a permit in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 127170 (Sub-No. 2) (Republication), filed January 11, 1966, published FEDERAL REGISTER issue of February 3, 1966, and republished this issue. Applicant: MYRL D. CROWE, doing business as TRUCK RENTAL COMPANY, Route 1, Argyle, Iowa. Applicant's representative: Thomas F. Kilroy, Federal Bar Building, 1815 H Street NW., Washington, D.C. By application filed January 11, 1966, applicant seeks a certificate of public convenience and necessity authorizing operation, in interstate or foreign commerce, as a common carrier by motor vehicle, over irregular routes, of insecticides, fungicides, and herbicides, in packages, from Council Bluffs, Iowa, to points in Nebraska, South Dakota, North Dakota, Minnesota, Missouri, Illinois, Wisconsin, Indiana, Michigan, and Ohio. The application was referred to Examiner Charles B. Heinemann for hearing and the recommendation of an appropriate order thereon. Hearing was held on March 7, 1967, at Omaha, Nebr.

A report and order of the Commission, division 1, served April 26, 1967, which became effective June 5, 1967, as amended, finds that the present and future public convenience and necessity require operation by applicant as a common carrier by motor vehicle, in interstate or foreign commerce, over irregular routes, of *insecticides, fertilizers, fungicides, and herbicides*, in packages, from Council Bluffs, Iowa, to points in Nebraska, South Dakota, Minnesota, Missouri, Illinois (except points in the Chicago commercial zone), Wisconsin, Michigan, and Ohio (except Mansfield, Massillon, Columbus, Dayton, and Cincinnati); that applicant is fit, willing and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder. Because it is possible that other persons, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

NOTICE OF FILING OF PETITION

No. MC 118642 (petition to modify permit), filed May 8, 1967. Petitioner: MOLLISON'S INC., Belfast, Maine. Petitioner's representative: Hillard H. Buzzell, Depositors Trust Company Building, Belfast, Maine. Petitioner holds Permit in MC 118642 authorizing operations as a motor contract carrier, over irregular routes, transporting: Sulphuric acid, anhydrous ammonia, nitrogen fertilizer solutions, fertilizer ammoniating solutions, liquid alum, and nitric acid, in bulk, in tank vehicles, from Searsport, Maine, to ports of entry in Maine on that part of the United States-Canada boundary line adjacent to the Province of New Brunswick, Canada, with no transportation for compensation on return except as otherwise authorized, limited to a transportation service to be performed, under a continuing contract, or contracts, with Northern Chemical Industries, Inc., of Belfast, Maine. By the instant petition, petitioner prays that its permit be amended to allow it to add W. R. Grace & Co., Searsport, Maine, as a contracting shipper. Any interested person desiring to participate, may file an original and six copies of his written representations, views, or argument in support of, or against, the petition within 30 days from the date of publication in the FEDERAL REGISTER. Petitioner shall within a period of 30 days from the date of this publication, file verified statements in support of the petition (including appropriate evidence of shipper support for the modification proposed).

APPLICATIONS UNDER SECTIONS 5 AND 210a(b)

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carriers of property or passengers under sections 5(a) and 210a(b) of the Interstate Commerce Act and certain other proceedings with respect thereto (49 CFR 1.240).

MOTOR CARRIERS OF PROPERTY

No. MC-F-9774. Authority sought for (1) control and merger by HALL'S MOTOR TRANSIT COMPANY, Fifth and Vine Streets, Sunbury, Pa. 17801, of the operating rights and property of COCHRANE TRANSPORTATION COMPANY, 1622 Commerce Road, Richmond, Va. 23206, and for acquisition by JOHN N. HALL, 1151 South 21st Street, Harrisburg, Pa., and W. L. HALL, 300 West Willow Street, Carlisle, Pa., of control of such rights and property through the transaction; (2) purchase by LOMBARD BROS., INCORPORATED, 249 Mill Street, Waterbury, Conn. 06720, of a portion of the operating rights of COCHRANE TRANSPORTATION COMPANY, 1622 Commerce Road, Richmond, Va. 23206, and for acquisition by CLOTILDA LOMBARD, GIOCONDA LOMBARD, and MARIE LOMBARD, all also of Waterbury, Conn., of control of such rights through the purchase; and (3) purchase by THE MARYLAND TRANSPORTATION COMPANY, 1111 Frankfurst Avenue, Baltimore, Md. 21225, of a portion of the operating rights of COCHRANE TRANSPORTATION COMPANY, 1622 Commerce Road, Richmond, Va. 23206, and for acquisition by FREDERIC WEISS, also of Baltimore, Md., and RALPH W. WEISS, Field Road, Pikesville, Md., of control of such rights through the purchase. Applicants' attorneys and representative: John E. Fullerton, 407 North Front Street, Harrisburg, Pa. 17101, Russell R. Sage, 2001 Massachusetts Avenue NW., Washington, D.C. 20036, Spencer T. Money, 411 Park Lane Building, Washington, D.C., Thomas W. Murrett, 410 Asylum Street, Hartford, Conn. 06103, and M. E. Brunner, Post Office Box 738, Sunbury, Pa. 17801. Operating rights sought to be (1) controlled and merged, (2) and (3) transferred: (1) *General commodities* (truckload or less than truckload lots), except those of unusual value, high explosives, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, as a *common carrier*, over regular routes, between Hopewell, Va., and Philadelphia, Pa., serving all intermediate points, and numerous alternate routes for operating convenience only.

General commodities, except those of unusual value, classes A and B explosives, commodities in bulk, household goods as defined by the Commission, and commodities requiring special equipment, between junction U.S. Highway 1 and Virginia Highway 10 over U.S. Highway 1 to Petersburg, and return over the same route; *general commodities*, except commodities of unusual value, dangerous explosives, commodities in bulk or those requiring special equipment, and household goods as defined in Practices of Motor Common Carriers of Household Goods, 17 M.C.C. 467, over irregular routes, between Richmond, Va., and Richmond Deepwater Terminal, Va.; (2) *General commodities* (truckload or less than truckload lots), except those of unusual value, high explosives, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, as a *common carrier*, over regular routes, between Washington, D.C., and Philadelphia, Pa., serving all intermediate points; one alternate route for operating convenience only; and (3) *general commodities*, except those of unusual value, high explosives, commodities in bulk, commodities requiring special equipment, and those injurious or contamining to other lading, as a *common carrier*, over regular routes, between Philadelphia, Pa., and New York, N.Y., serving all intermediate points, with restrictions; and *general commodities*, except those of unusual value, classes A and B explosives, commodities in bulk, and commodities requiring special equipment, in truckloads only, between Camden, N.J., and junction U.S. Highways 130 and 1 (near New Brunswick, N.J.), serving no intermediate points, but serving the off-route point of Trenton, N.J. HALL'S MOTOR TRANSIT COMPANY, is authorized to operate as a *common carrier* in Pennsylvania, New York, New Jersey, Ohio, Maryland, Delaware, and the District of Columbia; LOMBARD BROS., INCORPORATED, is authorized to operate as a *common carrier* in Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, and Rhode Island; and THE MARYLAND TRANSPORTATION COMPANY, is authorized to operate as a *common carrier* in Maryland, Virginia, West Virginia, Pennsylvania, New Jersey, New York, Connecticut, Delaware, Massachusetts, New Hampshire, Rhode Island, North Carolina, Ohio, and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC-F-9775. Authority sought for control by UNITED BUCKINGHAM FREIGHT LINES, INC., East 4005 Broadway Avenue, Spokane, Wash. 99220, of NORTRUK CORPORATION, 180 Milan Avenue, Norwalk, Ohio 44857, and for acquisition by JOHN MANLOWE, 2128 South Wall Street, Spokane, Wash., of control of NORTRUK CORPORATION, through the acquisition by UNITED BUCKINGHAM FREIGHT LINES, INC. Applicants' attorney and representatives: George R. LaBissoniere, 920 Logan Building, Seattle, Wash., Richard Maguire and Gavin W. O'Brien, both of 1700 Pennsylvania Avenue NW., Washington, D.C. 20006. Operating rights sought to be controlled: (NORTRUK CORPORATION controls NORWALK TRUCK LINES, INC. OF DELAWARE, 180 Milan Avenue, Norwalk, Ohio, and NORWALK TRUCK LINES, INC., 180 Milan Avenue, Norwalk, Ohio, which authorities are herein described) NORWALK TRUCK LINES, INC. OF DELAWARE: *General commodities*, with certain specified exceptions, and numerous other specified commodities, as a *common carrier*, over regular and irregular routes, from, to, and between, specified points in the States of Pennsylvania, New York, Delaware, Ohio, Maryland, New Jersey, Connecticut, and the District of Columbia, with certain restrictions, serving various intermediate and off-route points, and numerous alternate routes for operating convenience only, as more specifically described in Docket No. MC-1638 and sub-numbers thereunder; and NORWALK TRUCK LINES, INC.: *General commodities*, with certain specified exceptions, and numerous other specified commodities, as a *common carrier*, over regular and irregular routes, from, to, and between specified points in the States of Ohio, Illinois, Indiana, Michigan, Pennsylvania, Wisconsin, Missouri, Iowa, and New York, with certain restrictions, serving various intermediate and off-route points, and numerous alternate routes for operating convenience only, as more specifically described in Docket No. MC-71096 and sub-numbers thereunder. This notice does not purport to be a complete description of all of the operating rights of the carriers involved. The foregoing summary is believed to be sufficient for purposes of public notice regarding the nature and extent of these carriers' operating rights, without stating, in full, the entirety, thereof.

UNITED BUCKINGHAM FREIGHT LINES, INC., hold no authority from this Commission. However its affiliate, UNITED-BUCKINGHAM FREIGHT LINES, East 4005 Broadway Avenue, Spokane, Wash. 99220, is authorized to operate as a *common carrier* in Minnesota, South Dakota, Nebraska, Iowa, Wyoming, Colorado, North Dakota, Montana, Illinois, Utah, Texas, Kansas, Oklahoma, Missouri, Washington, Idaho, Oregon, Indiana, and Michigan. Application has been filed for temporary authority under section 210a(b).

No. MC-F-9776. Authority sought for purchase by J. H. ROSE TRUCK LINE, INC., 5003 Jensen Drive, Post Office Box 16190, Houston, Tex. 77022, of a portion of the operating rights of L. C. JONES TRUCKING COMPANY, INC., 4300 Southeast 29th, Post Office Box 94368, Oklahoma City, Okla. 73109, and for acquisition by J. H. ROSE, JR., also of Houston, Tex., of control of such rights through the purchase. Applicants' attorney and representative: Thomas E. James, The 904 Lavaca Building, Austin, Tex. 78701 and Orville A. Jones, Post Office Box 94368, Oklahoma City, Okla. 73109. Operating rights sought to be transferred: *Machinery, equipment, materials, and supplies* used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and byproducts, as a *common carrier*, over irregular routes, from points in Oklahoma and Texas, to points in Pennsylvania and West Virginia, from points in Pennsylvania, to points in Oklahoma and Texas; and in pending Docket No. MC-19564 Sub 58, that portion seeking a certificate of public convenience and necessity, covering the transportation of (1) earth drilling machinery and equipment, and (2) machinery, equipment, materials, and supplies and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites, and (d) the injection or removal of commodities into or from holes or wells, as a common carrier, over irregular routes, from points in Oklahoma and Texas, to points in Pennsylvania and West Virginia, and from points in Pennsylvania, to points in Oklahoma and Texas. Vendee is authorized to operate as a *common carrier* in Arkansas, California, Kansas, Louisiana, New Mexico, Oklahoma, Texas, Arizona, Colorado, Utah, Wyoming, Montana, Idaho, North Dakota, South Dakota, Nebraska, Nevada, Alaska, Alabama, Florida, Georgia, Mississippi, Washington, Oregon, Illinois, Indiana, Kentucky, Missouri, and Tennessee. Application has been filed for temporary authority under section 210a(b).

No. MC-F-9777. Authority sought for control by EUGENE P. SLAY AND HENRY SLAY, 2001 South Seventh Street, St. Louis, Mo. 63104, of the operating rights of BEE-LINE TRUCKING COMPANY, 718 South Seventh Street, St. Louis, Mo. Applicants' attorney: Chester A. Zyblut, 1522 K Street NW., Washington, D.C. 20005. Operating rights sought to be controlled: *General commodities*, excepting, among others, household goods, and commodities in bulk, as a *common carrier*, over irregular routes, between points in the St. Louis, Mo.-East St. Louis, Ill., commercial zone, as defined by the Commission in 1 M.C.C. 656. EUGENE P. SLAY AND HENRY SLAY, individually, hold no authority from this Commission. However, they control SLAY TRANSPORTATION CO., INC., 2001 South Seventh Street, St. Louis, Mo. 63104, which is authorized to operate as a *common carrier* in all points in the United States (except Alaska and Hawaii). Application has not been filed for temporary authority under section 210a(b). NOTE: A motion to dismiss the application for lack of jurisdiction has simultaneously been filed.

No MC-F-9778. Authority sought for purchase by HELM'S EXPRESS, INC., Post Office Box 268, Pittsburgh, Pa. 15230, of a portion of the operating rights of LIBERTY FAST FREIGHT CO., INC., Route 17, Rochelle Park, N.J., and for acquisition by HARRY M. WERKSMAN, also of Pittsburgh, Pa., of control of such rights through the purchase. Applicants' attorneys: Henry M. Wick, Jr., 1515 Park Building, Pittsburgh, Pa. 15222, and Herbert Burstein, 160 Broadway, New York, N.Y. Operating rights sought to be transferred: *General commodities*, except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, as a *common carrier*, over irregular routes, between points in the New York, N.Y., commercial zone, as defined by the Commission, on the one hand, and, on the other, points in New Jersey north of a line from the New Jersey-Pennsylvania State line at Trenton, N.J., to Asbury Park, N.J., including the points named. Vendee is authorized to operate as a *common carrier* in Pennsylvania, New York, New Jersey, Ohio, West Virginia, Connecticut, Massachusetts, Maryland, Virginia, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b). NOTE: See also MC-F-9563 (A-P-A TRANSPORT CORP.—Control—LIBERTY FAST FREIGHT CO., INC.), published in the November 2, 1966, issue of the FEDERAL REGISTER on page 14022.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-6626; Filed, June 13, 1967; 8:47 a.m.]

[Notice 1075]

MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

JUNE 9, 1967.

The following publications are governed by Special Rule 1.247 of the Commission's rules of practice, published in the FEDERAL REGISTER issue of April 20, 1966, which became effective May 20, 1966.

The publications hereinafter set forth reflect the scope of the applications as filed by applicant, and may include descriptions, restrictions, or limitations which are not in a form acceptable to the Commission. Authority which ultimately may be granted as a result of the applications here noticed will not necessarily reflect the phraseology set forth in the application as filed, but also will eliminate any restrictions which are not acceptable to the Commission.

APPLICATIONS ASSIGNED FOR ORAL HEARING

MOTOR CARRIERS OF PROPERTY

The applications immediately following are assigned for hearing at the time and place designated in the notice of filing as here published in each proceeding. All of the proceedings are subject to the Special Rules of Procedure for Hearing outlined below:

SPECIAL RULES OF PROCEDURE FOR HEARING

(1) All of the testimony to be adduced by applicant's company witnesses shall be in the form of written statements which shall be submitted at the hearing at the time and place indicated.

(2) All of the written statements by applicant's company witnesses shall be offered in evidence at the hearing in the same manner as any other type of evidence. The witnesses submitting the written statements shall be made available at the hearing for cross-examination, if such becomes necessary.

(3) The written statements by applicant's company witnesses, if received in evidence, will be accepted as exhibits. To the extent the written statements refer to attached documents such as copies of operating authority, etc., they should be referred to in written statement as numbered appendices thereto.

(4) The admissibility of the evidence contained in the written statements and the appendices thereto, will be at the time of offer, subject to the same rules as if the evidence were produced in the usual manner.

(5) Supplemental testimony by a witness to correct errors or to supply inadvertent omissions in his written statement is permissible.

No. MC 128273 (Sub-No. 9), filed May 29, 1967. Applicant: MIDWESTERN EXPRESS, INC., Post Office Box 189, Fort Scott, Kans. 66701. Applicant's representative: John E. Jandera, 641 Harrison Street, Topeka, Kans. 66603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry fertilizer and fertilizer materials*, from the plantsite of W. R. Grace & Co., at or near Henry, Ill., to points in Minnesota, Wisconsin, Iowa, Missouri, Indiana, Kentucky, Ohio, and Michigan. NOTE: Applicant states that no duplicating authority is being sought.

HEARING: July 17, 1967, in Room 1630, U.S. Courthouse and Federal Office Building, 219 South Dearborn Street,

Chicago, Ill., before Examiner John L. Horgan, Jr.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-6627; Filed, June 13, 1967; 8:48 a.m.]

[Notice 402]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

JUNE 9, 1967.

The following are notices of filing of applications for temporary authority under section 210a(a) of the Interstate Commerce Act provided for under the new rules of Ex Parte No. MC 67 (49 CFR Part 340) published in the FEDERAL REGISTER, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the FEDERAL REGISTER publication, within 15 calendar days after the date of notice of the filing of the application is published in the FEDERAL REGISTER. One copy of such protest must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protest must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in the field office to which protests are to be transmitted.

MOTOR CARRIERS OF PROPERTY

No. MC 66562 (Sub-No. 2232 TA) (Correction), filed April 28, 1967, published in FEDERAL REGISTER, issue of May 9, 1967, corrected, and republished as corrected, this issue. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York, N.Y. 10017. Applicant's representative: R. J. Evans, 2436 Bagley Avenue, Detroit, Mich. 48216. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, moving in express service, (1) serving Lowell, Ind., as an off-route point in connection with applicant's regular route operations between Chicago, Ill., and Cincinnati, Ohio; (2) serving Rensselaer, Ind., as an off-route point in connection with applicant's regular route operations between Lafayette, Goodland, and Medaryville, Ind.; (3) between junction U.S. Highway 460 and Indiana Highway 37 and Paoli, Ind., over Indiana Highway 37; (4) between Orleans and Mitchell, Ind., over Indiana Highway 37; (5) between Paoli and Salem, Ind., over Indiana Highway 56, serving the off-route points of French Lick, Bedford, and Pekin, Ind., in connection with routes (3), (4), and (5) above; (6) between Louisville, Ky., and Paoli, Ind., over U.S. Highway 150, as an alternate route for operating convenience only, serving no intermediate points; and (7) between Campbellsburg, Ind., and Mitchell, Ind., over Indiana Highway 60, as an alternate route for operating convenience only, serving no intermediate points for 180 days. Supporting shippers: There are 28 shippers' supporting statements attached to the application which may be examined at the Interstate Commerce Commission in Washington, D.C., or at the field office named below. Send protests to: Anthony Chiusano, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 346 Broadway, New York, N.Y. 10013. NOTE: Applicant states that it intends to tack the authority here applied for to other authority held by it under MC 1649 and subs thereunder and MC 66562 and subs thereunder. The purpose of this republication is to set forth applicant's intention to tack, previously inadvertently omitted.

No. MC 82841 (Sub-No. 31 TA), filed June 6, 1967. Applicant: R. D. TRANSFER, INC., 801 Livestock Exchange Building, Omaha, Nebr. 68107. Applicant's representative: Donald L. Stern, 630 City National Bank Building, Omaha, Nebr. 68102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Steel bar joists and accessories*, from Norfolk, Nebr., to points in the Upper Peninsula of Michigan, Wisconsin, Illinois, Indiana, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, California, Oregon, and Washington; and *damaged shipments* on return; for 180 days. Supporting shipper: Vulcraft, Division of Nuclear Corporation of America, Post Office Box 59, Norfolk, Nebr. 68701. Send protests to: Keith P. Kohrs, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 705 Federal Office Building, Omaha, Nebr. 68102.

No. MC 90373 (Sub-No. 26 TA), filed June 6, 1967. Applicant: C & R TRUCKING CO., a corporation, Inman Avenue, Avenel, N.J. 07001. Applicant's representative: George A. Olsen, 69 Tonnele Avenue, Jersey City, N.J. 07306. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum products*, in containers, *advertising materials and displays*, from McKees Rock, Pa., to points in Connecticut, Massachusetts, New Jersey, New York, and Pennsylvania; for 150 days. Supporting shipper: Witco Chemical, 277 Park Avenue, New York, N.Y. 10017. Send protests to: Robert S. H. Vance, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 1060 Broad Street, Newark, N.J. 07102.

No. MC 107403 (Sub-No. 720 TA), filed June 7, 1967. Applicant: MATLACK, INC., 10 West Baltimore Avenue, Lansdowne, Pa. 19050. Applicant's representative: J. E. Nelson (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Whiskey*, in bulk, in tank vehicles, from Schaefferstown, Pa., to Chicago, Ill.; for 150 days. Supporting shipper: Pennco Distillers, Schaefferstown, Pa. Send protests to: Ross A. Davis, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 900 U.S. Customhouse, 2d and Chestnut Streets, Philadelphia, Pa. 19106.

No. MC 107496 (Sub-No. 568 TA), filed June 7, 1967. Applicant: RUAN TRANSPORT CORPORATION, 3d and Keosauqua Way, Post Office Box 855, Des Moines, Iowa 50309. Applicant's representative: H. L. Fabritz (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Asphalt and asphalt products*, in bulk, in tank vehicles, from Dubuque, Iowa, to points in La Crosse, Jackson, Monroe, Juneau, Columbia, Dane, Green, Trempealeau, Rock, Marquette, Adams, Waushara, and Green Lake Counties, Wis.; for 180 days. Supporting shipper: Farley Oil Co., Inc., 16 North Carroll Street, Madison, Wis. 53703. Send protests to: Ellis L. Annett, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 227 Federal Office Building, Des Moines, Iowa 50309.

No. MC 107871 (Sub-No. 53 TA), filed June 7, 1967. Applicant: BONDED FREIGHTWAYS, INC., 441 Kirkpatrick Street West Post Office Box 1012, Syracuse, N.Y. 13201. Applicant's representatives: John A. Englert (same address as above) and Herbert M. Canter, 345 South Warren Street, Syracuse, N.Y. 13202. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Hydrogen peroxide*, in bulk, in shipper owned trailers, from the Flexi-Flo Terminal of the New York Central Railroad Co. at Rochester, N.Y., to Geneseo, N.Y.; restricted to shipments of such commodity having a prior out-of-State movement by rail; for 180 days. Supporting shipper: E. I. du Pont de Nemours & Co., Inc., 19898. Send protests to: Morris H. Gross, Traffic Department, Wilmington, Del. District Supervisor, Bureau of Operations, Interstate Commerce Commission, Room 104, 301 Erie Boulevard West, Syracuse, N.Y. 13202.

No. MC 110420 (Sub-No. 544 TA), filed June 7, 1967. Applicant: QUALITY CARRIERS, INC., 100 South Calumet Street, Post Office Box 339, Burlington, Wis. 53105. Applicant's representative: Allan B. Torhorst (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Corn syrup*, in bulk, from Du Quoin, Ill., to Memphis, Tenn.; for 180 days. Supporting shipper: American Maize-Products Co., 113th Street and Indianapolis Boulevard, Roby, Ind. 46326 (A.C. Sikora, traffic manager-operations). Send protests to: W. F. Sibbald, Jr., District Supervisor, Bureau of Operations, Interstate Commerce Commission, 135 West Wells Street, Room 807, Milwaukee, Wis. 53203.

No. MC 113784 (Sub-No. 25 TA), filed June 5, 1967. Applicant: CANAL CARTAGE, LIMITED, Post Office Box 368, Station C, Hamilton, Ontario, Canada. Applicant's representative: William J. Hirsch, 43 Niagara Street, Buffalo, N.Y.

14202. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Broken glass*, in bulk, in dump vehicles, from the port of entry on the international boundary line between the United States and Canada, at Buffalo, N.Y., to Port Allegany, Pa.; for 117 days. Supporting shipper: Ajax Cullet, Ltd, 43 Florence Street, Toronto, Ontario, Canada. Send protests to: George M. Parker, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 121 Ellicott Street, Room 518, Buffalo, N.Y. 14203.

No. MC 114045 (Sub-No. 282 TA), filed June 5, 1967. Applicant: TRANS-COLD EXPRESS, INC., Post Office Box 5842, Dallas, Tex. 75222. Applicant's representative: R. L. Moore (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Candy and confectionery*, (1) from Hackettstown, N.J., to the plantsite and warehouse facilities of Mars Candy, division of Mars, Inc. at Chicago, Ill.; and (2) from the plantsite and warehouse facilities of Mars Candy, division of Mars, Inc., at Chicago, Ill., to points in Arizona, California, Nevada, Oregon, and Utah; for 180 days. Supporting shipper: Mars West, division of Mars, Inc., 1515 Bayshore Highway, Burlingame, Calif. 94010. Send protests to: E. K. Willis, Jr., District Supervisor, Bureau of Operations, Interstate Commerce Commission, 513 Thomas Building, 1314 Wood Street, Dallas, Tex. 75202.

No. MC 115257 (Sub-No. 34 TA) (Correction), filed May 4, 1967, published in FEDERAL REGISTER, issue of May 12, 1967, corrected, and republished as corrected, this issue. Applicant: SHAMROCK VAN LINES, INC., Post Office Box 5447, Dallas, Tex. 75222, Office: 432 North Belt Line Road, Irving, Tex. 75060. Applicant's representative: R. C. Dawe (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *New furniture*, in cartons, between points in Saline, Sebastian, and Crawford Counties, Ark., and points in Arizona, California, Colorado, Iowa, Kansas, Louisiana, Mississippi, Missouri, Nebraska, New Mexico, Oklahoma, Tennessee, Texas, and Wyoming; for 180 days. Supporting shippers: There are 22 shippers' supporting statements attached to the application which may be examined at the Interstate Commerce Commission in Washington, D.C., or at the field office named below. Send protests to: E. K. Willis, Jr., District Supervisor, Bureau of Operations, Interstate Commerce Commission, 513 Thomas Building, 1314 Wood Street, Dallas, Tex. 75202. NOTE: Applicant states that it intends to tack the authority here applied for to other authority held by it, under Subs 23, 25, 30, and 33 TA. The purpose of this republication is to set forth applicant's intention to tack, previously inadvertently omitted.

No. MC 117574 (Sub-No. 162 TA), filed June 7, 1967. Applicant: DAILY EXPRESS, INC., Post Office Box 39, Motor Route No. 3, Carlisle, Pa. 17013. Applicant's representative: G. K. Bishop (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wallboard, building board, insulation board, fiberboard, pulpboard and incidental materials and supplies* used in or in connection with the installation thereof, from the plants, warehouses, and other facilities of the United States Gypsum Co., Lisbon Falls, Maine, to points in New York, New Jersey, Delaware, Maryland, Virginia, and West Virginia; and *refused, rejected, or damaged shipments* on return; for 180 days. Supporting shipper: United States Gypsum Co., 600 Madison Avenue, New York, N.Y., 10022. Send protests to: Robert W. Ritenour, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 218 Central Industrial Building, 100 North Cameron Street, Harrisburg, Pa.

No. MC 124951 (Sub-No. 19 TA), filed June 7, 1967. Applicant: WATHEN TRANSPORT, INC., Post Office Box 237, Henderson, Ky. 42420. Applicant's representative: Louis J. Amato, Central Building, 1033 State Street, Bowling Green, Ky. 42101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Manufactured frozen dessert specialties, and citrus purees, and citrus bases* in concentrate form, used in the manufacture of ice cream and bakery products (except in bulk, in tank vehicles), in vehicles equipped with mechanical refrigeration, from Owensboro, Ky., and Evansville, Ind., to Cincinnati, Columbus, Dayton, and Lima, Ohio; Fort Wayne, Huntington, and Indianapolis, Ind.; Louisville, Ky.; St. Louis, Mo.; and Charleston, W. Va.; for 180 days. Supporting shipper: Ideal Pure Milk Co., Inc., 201 Southeast Eighth Street, Evansville, Ind. 47713 (Glen L. Ogle, Jr., Transportation Manager). Send protests to: Wayne L. Merilatt, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 426 Post Office Building, Louisville, Ky. 40202.

No. MC 127406 (Sub-No. 2 TA), filed June 7, 1967. Applicant: KINGSWAY LUMBER CARRIERS, INC., 48 Park Ridge Avenue, New Rochelle, N.Y. 10805. Applicant's representative: Martin Werner, 2 West 45th Street, New York, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Swimming pools*, components thereof and accessories, from White Plains, N.Y., to points in Connecticut, Rhode Island, Massachusetts, New Jersey, New York, Pennsylvania, Delaware, Maryland, and Washington, D.C.; for 150 days. Supporting shipper: Monarch Pools, MCN Industries Corp., 355 Tarrytown Road, White Plains, N.Y. 10607. Send protests to: Stephen P. Tomany, District Supervisor, Bureau of Operations, Interstate Commerce Commission, Bureau of Operations, 346 Broadway, New York, N.Y. 10013.

No. MC 129086 (Sub-No. 1 TA), filed June 6, 1967. Applicant: SPENCER TRUCKING CORPORATION, Route 1, Box 223, Keyser, W. Va. 26726. Applicant's representative: Charles E. Creager, Post Office Box 81, Winchester, Va. 22601. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plant waste materials*, from Beryl, W. Va., to points in Mineral County, W. Va.; for 150 days. Supporting shipper: Cumberland Charcoal Corp., Subsidiary of Kingsford Co., Beryl, W. Va., 26708. Send protests to: J. A. Niggemyer, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 531 Hawley Building, Wheeling, W. Va. 26003.

No. MC 129145 TA, filed June 6, 1967. Applicant: DEWAYNE REES, doing business as REES TRUCKING CO., Prescott Route, Houston, Mo. 65483. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Pallets and pallet materials*, from points in Texas, Howell, Shannon, and Wright Counties, Mo., to points in Illinois, Iowa, Indiana, Michigan, Wisconsin and Ohio; for 150 days. Supporting shipper: Missouri Pallet Co., Cabool, Mo. Send protests to: John V. Barry, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 1100 Federal Office Building, 911 Walnut Street, Kansas City Mo. 64106. NOTE: Applicant states that it intends to tack the authority here applied for, or to interline with other carriers, although it presently holds no other authority.

No. MC 129146 TA, filed June 7, 1967. Applicant: HORN TRANSFER LINE, INC., 3850 Tucker Avenue, Louisville, Ky. 40216. Applicant's representative: James G. Pressell (same address as above). Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Cookies*, from the bakery and storage facilities of Mother's Cookie Co., in Jefferson County, Ky., to points in Illinois, Indiana, Kentucky, North Carolina, Ohio, South Carolina, Tennessee, and Wisconsin; for 180 days. Supporting shipper: Mother's Cookie Co., 2287 Ralph Avenue, Louisville, Ky. 40216 (Norris Shehan, Vice President and General Manager). Send protests to: Wayne L. Merilatt, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 426 Post Office Building, Louisville, Ky. 40202.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-6628; Filed, June 13, 1967; 8:48 a.m.]

NOTICE OF FILING OF MOTOR CARRIER INTRASTATE APPLICATIONS

JUNE 9, 1967.

The following applications for motor common carrier authority to operate in intrastate commerce seek concurrent motor carrier authorization in interstate or foreign commerce within the limits of the intrastate authority sought, pursuant to section 206(a)(6) of the Interstate Commerce Act, as amended October 15,

1962. These applications are governed by Special Rule 1.245 of the Commission's rules of practice, published in the FEDERAL REGISTER, issue of April 11, 1963, page 3533, which provides, among other things, that protests and requests for information concerning the time and place of State Commission hearings or other proceedings, any subsequent changes therein, and any other related matters shall be directed to the State Commission with which the application is filed and shall not be addressed to or filed with the Interstate Commerce Commission.

State Docket No. 81,724 M, filed June 5, 1967. Applicant: WILLIE L. WILES, doing business as WILES TRUCK LINE, 2206 West 32d Street South, Wichita, Kans. Applicant's representative: Paul V. Dugan, 501 One Twenty Building, Wichita, Kans. Certificate of public convenience and necessity sought to operate a freight service as follows: Transportation of *property*, from Wichita, Kans., east on U.S. Highway 54 and Kansas Highway 96 to Augusta, Kans., thence east on U.S. Highway 54 and Kansas Highway 96 to the junction of same, thence east of Kansas Highway 96 to Leon, Kans., and return over the same route, serving all intermediate points, and a radius of 5 miles from each and every such point. Both intrastate and interstate authority sought.

HEARING: July (no date given), contact Kansas State Corporation Commission, Lassen Hotel, 155 North Market, Wichita, Kans. Request for procedural information, including the time for filing protests concerning this application should be addressed to the Kansas State Corporation Commission, Transportation Division, Topeka, Kans. 66612, and should not be directed to the Interstate Commerce Commission.

State Docket No. 22593-extension, filed May 23, 1967. Applicant: DENVER-LOVELAND TRANSPORTATION, INC., 255 South Cleveland, Loveland, Colo. 80537. Applicant's representative: John P. Thompson, 450 Capitol Life Building, Denver, Colo. 80203. Applicant seeks clarification and extension of its regular route common carrier authority as to the commercial and adjacent zones of Denver, Colo., and Loveland, Colo., and the right to use an additional regular route (Interstate 25), so that as clarified and extended that regular route authority shall read as follows: Transportation of *freight* between the city and county of Denver and points within 5 miles thereof, on the one hand, and, on the other hand, Loveland, Colo., and points within 5 miles thereof, on schedule, over U.S. Highway 287 and Interstate Highway 25, serving no intermediate or off-route points. Both intrastate and interstate authority is sought.

HEARING: Friday, July 7, 1967, 10 a.m. at 532 State Services Building, Denver, Colo. Request for procedural information, including the time for filing protests, concerning this application should be addressed to The Public Utilities Commission of Colorado, 506 State Service Building, 1525 Sherman Street, Denver, Colo. 80203.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-6629; Filed, June 13, 1967; 8:48 a.m.]

[Notice 1532]

MOTOR CARRIER TRANSFER PROCEEDINGS

JUNE 9, 1967.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 279), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC-69600. By order of June 7, 1967, the Transfer Board, approved the transfer to Bucks County Construction Co., a corporation, Penndel, Pa., a portion of the operating rights in certificate No. MC-35470 issued April 6, 1966, to Del Val Trucking, Inc., Drexel Hill, Pa., authorizing the transportation of: Construction machinery and equipment, between points in Pennsylvania, New Jersey, and Delaware within 40 miles of Philadelphia, Pa. E. Stephen Heisley, 529 Transportation Building, Washington, D.C. 20006, attorney for applicants.

No. MC-FC-69629. By order of June 7, 1967, the Transfer Board approved the transfer to R. Levinge and T. L. Allen, doing business as L & A Transportation Co., Houston, Tex., the operating rights in certificate No. MC-109373 issued November 3, 1966, to National Trucking, Inc., Houston, Tex., authorizing the transportation of: Oilfield equipment, over irregular routes, from Houston, Tex., to oil-field locations in Texas, with no transportation for compensation on return, between Houston, Tex., and oil-field location in Louisiana. Joe G. Fender, 802 Houston First Savings Building, Houston, Tex. 77002, attorney for applicants.

No. MC-FC-69667. By order of June 7, 1967, the Transfer Board approved the transfer to Keller Moving & Storage, Inc., Allentown, Pa., of the operating rights of Edward Keller and Roland Keller, a partnership, doing business as C. Keller & Sons, Allentown, Pa., in certificate No. MC-82072, issued April 21, 1966, authorizing the transportation, over irregular routes, of household goods, between points in Lehigh and Northampton Counties, Pa., on the one hand, and, on the other, points in New York, New Jersey, Connecticut, Massachusetts, New Hampshire, Delaware, Maryland, Ohio, Virginia, West Virginia, Michigan, Missouri, Illinois, Indiana, Rhode Island, and the District of Columbia; and of new furniture, from East Greenville, Pa., to points in New York, Massachusetts, Maryland, West Virginia, Illinois, Vermont, North Carolina, Tennessee, Mississippi, Kentucky, New Jersey, New Hampshire, Ohio, Michigan, Minnesota, Connecticut, Delaware, Virginia, Missouri, Rhode Island, Texas, Florida, Alabama, Arkansas, Wisconsin, and the District of Columbia; from East Greenville, Pa., to Allentown, Pa.; and from Allentown, Pa., to points in New York, Massachusetts, Maryland, West Virginia, Illinois, Vermont, North Carolina, Tennessee, Mississippi, Kentucky, New Jersey, New Hampshire, Ohio, Michigan, Indiana, Georgia, South Carolina, Maine, Louisiana, Minnesota, Connecticut, Delaware, Virginia, Missouri, Rhode Island, Texas, Florida, Alabama, Arkansas, Wisconsin, and the District of Columbia, as restricted. Bernard B. Naef, 517 Hamilton Street, Allentown, Pa. 18101, attorney for applicants.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-6630; Filed, June 13, 1967; 8:48 a.m.]

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