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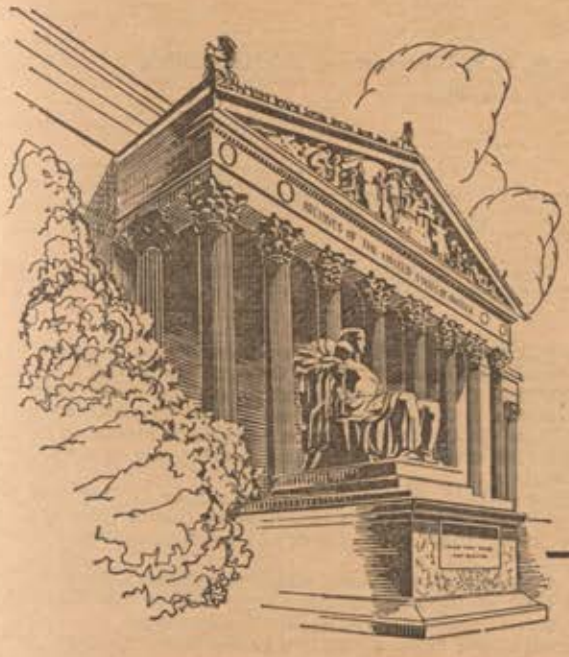
Agencies in this issue—

Detailed list of Contents appears inside.



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Contents

(Continued on next page)

List of CFR Parts Affected

(Codification Guide)

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published in today's issue. A cumulative list of parts affected, covering the current month to date, appears at the end of each issue beginning with the second issue of the month.

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.

3 CFR

EXECUTIVE ORDER:
11361 10153

7 CFR

601 10155
915 10156
PROPOSED RULES:
1032 10203
1050 10203
1062 10203
1067 10203
1128 10206

10 CFR

PROPOSED RULES:
50 10213

12 CFR

328 10189

13 CFR

114 10190

14 CFR

71 (6 documents) 10192, 10193
73 10194
PROPOSED RULES:
71 (9 documents) 10210–10213
75 10212

15 CFR

200 10194
235 10198

17 CFR

200 10198

19 CFR

Ch. I 10200

21 CFR

8 10199
141e 10199
146e 10199

27 CFR

PROPOSED RULES:
5 10208

31 CFR

205 10201

32 CFR

1 10157
2 10158
3 10159
4 10161
6 10167
7 10167
9 10172
10 10172
13 10173
16 10173
18 10174
22 10174
30 10180

42 CFR

57 10202

47 CFR

2 10181
73 10184

Presidential Documents

Title 3—THE PRESIDENT

Executive Order 11361

SUSPENDING A PROVISION OF SECTION 5751(b) OF TITLE 10, UNITED STATES CODE, WHICH RELATES TO OFFICERS OF THE MARINE CORPS IN THE GRADE OF FIRST LIEUTENANT

By virtue of the authority vested in me by Section 5785(b) of Title 10 of the United States Code, I hereby suspend the provision of Section 5751(b) of Title 10 of the United States Code which relates to the service-in-grade requirement for officers of the Marine Corps in the grade of first lieutenant for eligibility for consideration by a selection board for promotion to the next higher grade.

Lyndon B. Johnson

THE WHITE HOUSE,
July 6, 1967.

[F.R. Doc. 67-8053; Filed, July 10, 1967; 11:43 a.m.]

Rules and Regulations

Title 7—AGRICULTURE

Chapter VI—Soil Conservation Service, Department of Agriculture

PART 601—GREAT PLAINS CONSERVATION PROGRAM

Subpart—General Program Provisions

The regulations governing the Great Plains Conservation Program, 22 F.R. 6851, as amended, are hereby further amended as provided herein.

Sections 601.1 *Definitions* is amended by:

Deleting paragraphs (aa) and (bb) in their entirety and by substituting in lieu thereof the following:

§ 601.1 **Definitions.**

* * * * *

(aa) "Cost" means (1) the amount actually paid or engaged to be paid by the producer for equipment use, materials, and services for carrying out an identifiable unit, or (2) if the producer uses his own forces in carrying out an identifiable unit, the constructed value of his own labor, his own equipment use and the materials be produced and used. Constructed values shall be developed in accordance with guidelines established by the Administrator, SCS.

(bb) "Average cost" means the average of the current cost estimates considered necessary to carry out an identifiable unit.

(cc) "Specified maximum cost" means the maximum amount, with respect to an identifiable unit to which cost sharing will apply.

(dd) "Program year" means the period beginning July 1, and ending on December 31, of the succeeding year.

Section 601.8 *Contracts* is amended by changing paragraph (a) and by adding at the end thereof two paragraphs (d) and (e) to read as follows:

§ 601.8 **Contracts.**

"(a) (1) In order for a producer to participate in the program, a contract must be entered into by him for the contract period by which he shall agree to accomplish his plan of operations. Where any person has control of the operating unit for the proposed contract period, he must sign the contract. Evidence satisfactory to the contracting officer of the control of the operating unit by the producer must be presented.

(2) The contract shall be for a period that is needed to carry out and establish the conservation practices in the plan of operations for which Federal cost-share commitments are made under the program. Contracts may be entered into during the period ending not later than December 31, 1971. The period of any contract shall not exceed 10 years (120 months) and the period of the initial contract shall not be less than 36 months.

(3) The contracting officer having determined that the plan of operations is adequate for a contract may execute the contract with the producer subject to certification in the Soil Conservation Service State Office that funds are available. It is the responsibility of the producer who signs a contract to keep the contracting officer currently informed of his mailing address.

(4) If, during the contract period, all or part of the right and interest of any producer signatory to the contract in an operating unit is transferred by sale or otherwise, his successor, as transferee, during the contract period may upon his request be substituted under the contract for that transferred by executing a form prescribed by the Administrator, SCS for such purposes. Also see § 601.20.

* * * * *

(d) The contracting officer may find, in accordance with standards determined by the Administrator, SCS, that an identifiable unit has been carried out in accordance with applicable program provisions but, due to conditions beyond the control of the producer signatory to the contract, has failed to achieve the desired results. In such cases the contracting officer may agree to modify the contract to authorize cost-share payments for again carrying out the identifiable unit: *Provided*, That the remaining period of the contract is of such length of time as to allow the carrying out and establishment of the identifiable unit. The producer may not be required to again carry out an identifiable unit that has failed due to conditions beyond his control.

(e) The contracting officer may find, in accordance with standards determined by the Administrator, SCS, that an identifiable unit has been carried out in accordance with applicable program provisions and has achieved the desired results but, due to conditions beyond the control of the producer signatory to the contract, subsequently deteriorated during the contract period to the point of need of repeat applications. In such cases the contracting officer may agree to modify the contract to authorize cost-share payments for again carrying out the identifiable unit: *Provided*, That the remaining period of the contract is of such length of time as to allow the carrying out and establishment of the identifiable unit. The producer may not be required to again carry out an identifiable unit that has deteriorated due to circumstances beyond his control.

Section 601.11 *Eligible conservation practices* is amended by revising paragraph (a)(25), by deleting paragraph (a)(26) in its entirety, by revising paragraphs (b) and (c) and by adding paragraphs (d), (e), (f), and (g) to read as follows:

§ 601.11 **Eligible conservation practices.**

(a) * * *

(25) Consistent with the principles set forth in this program, any conservation practice not included in subparagraphs (1) through (24) of this paragraph but which is needed to meet particular conservation problems in a designated county shall, with the recommendation of the Administrator, SCS, and the Administrator, ASCS, be submitted by the Administrator, ASCS, to the Secretary for approval. Such approval may be given only upon the recommendation of the State Conservationist and the Chairman of the State ASC Committee and the designated SCS technician and the Chairman of the County ASC Committee, and upon their finding (i) that the conservation problem exists on a substantial number of operating units in the designated county, (ii) that the conservation practices listed in this program will not provide adequate treatment of the problem, (iii) that the proposed conservation practice will adequately meet the problem, (iv) that the proposed conservation practice would not be performed to the extent needed without Federal cost sharing, (v) that the proposed conservation practice will provide the most enduring solution to the problem practicably attainable under existing circumstances, (vi) that the proposed conservation practice is one on which the offering of financial assistance is fully justified as being appropriate and in the public interest, and (vii) that the proposed conservation practice meets the standards and requirements of comparable conservation practices in this program. Costs will not be shared under this conservation practice for elements of performance for which cost sharing is specifically precluded by the wording of a similar conservation practice or elsewhere in this program.

(26) [Deleted]

(b) (1) A list of eligible conservation practices selected from the Great Plains Conservation Program Practice List, § 601.11a (1) through (24) of the regulations of this part, and a cost-share rate for each practice included in the list shall be developed for each Great Plains State. This list with cost-share rates shall be developed by the State Conservationist and the Chairman of the State ASC Committee, after consultation with the State Program Committee; and shall be submitted by the State Conservationist to the Administrator, SCS, for review and recommendation of both the Administrator, SCS, and the Administrator, ASCS, prior to transmittal by the Administrator, SCS, and the Administrator for approval.

(2) The maximum cost-share rate for carrying out a practice or an identifiable unit may not exceed 80 percent.

(3) Any change in the state list developed and approved in accordance with this subsection must be approved by the Secretary. Recommendations for changes shall be signed by the State Conservationist and the Chairman of the State ASC Committee and submitted by the State Conservationist to the Administrator, SCS, for review and recommendation by both the Administrator, SCS, and the Administrator, ASCS, prior to the transmittal by the Administrator, ASCS, to the Secretary for approval.

(c) A list of practices selected from the State list (see paragraph (b) of this section) shall be developed for each designated county. This list shall include the cost-share rate for each practice and identifiable unit included in the list. The cost-share rate in this list may not exceed, but may be lower than, the cost-share rate in the State list (see paragraph (b) of this section). This list shall also include an average cost or a specified maximum cost developed in accordance with paragraph (e) of this section for each practice or identifiable unit included in the list. This list when developed, and when approved by the designated SCS technician and the Chairman of the County ASC Committee after consultation with the County Program Committee, must be approved by the State Conservationist and the Chairman of the State ASC Committee.

(d) Average costs and specified maximum costs shall be determined annually from cost data collected on a continuing basis as prescribed by the Administrator, SCS.

(e) Average costs, specified maximum costs, and cost-share rates that will apply to each designated county for a 12-month period shall be approved by the designated SCS technician, County ASC Chairman, State Conservationist, and the Chairman of the State ASC Committee, not later than March 1, each year.

(f) Changes in average costs, specified maximum costs, and cost-share rates approved in accordance with paragraph (e) of this section may be approved at any time by the designated SCS technician, County ASC Chairman, State Conservationist, and the Chairman of the State ASC Committee.

(g) Approvals required in paragraph (b), (c), (e), and (f) of this section shall be in a format prescribed by the Administrator, SCS.

Section 601.12 *Cost-share payments* is amended by revising paragraph (a) and by deleting paragraphs (c) and (d) in their entirety to read as follows:

§ 601.12 Cost-share payments.

(a) Cost-share payments shall be made at cost-share rates specified in the contract, at the average cost, or the actual cost not to exceed the average cost, or the actual cost not to exceed the specified maximum cost as set forth in the contract. *Provided*, That, if the average cost or the specified maximum cost applicable at the time of initial action to carry out the identifiable unit is less than the average cost or specified maximum cost set forth in the contract, payment shall be made on the basis of such lower average cost or lower specified maximum cost: *Provided further*, That whenever the approved average cost or specified maximum cost, in effect at the time any identifiable unit covered by a contract is scheduled to be carried out, is in excess of the average cost or specified maximum cost set out in the contract, such contract may be modified by the contracting officer prior to initial action to carry out such identifiable unit to reflect such increased average cost or specified maximum cost.

* * * * *

(c) [Deleted]
(d) [Deleted]

(Sec. 4, 49 Stat. 164, as amended, 16 U.S.C. 590d)

Done at Washington, D.C., this 6th day of July 1967.

[SEAL] JOHN A. BAKER,
Assistant Secretary.

[F.R. Doc. 67-7961; Filed, July 10, 1967; 8:50 a.m.]

Chapter IX—Consumer and Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts), Department of Agriculture

[Avocado Order 9, Amdt. 2]

PART 915—AVOCADOS GROWN IN SOUTH FLORIDA

Limitation of Shipments

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 915, as amended (7 CFR Part 915), regulating the handling of avocados grown in south Florida, 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 Avocado Administrative Committee, established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of avocados, as hereinafter 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 amendment until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that 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; 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 set forth. A reasonable determination as to the quality and the time of maturity of avocados must await the development of the crop; a determination as to the maturity of the varieties of avocados covered by this amendment was made at the meeting of the Avocado Administrative Committee on June 14, 1967. Supplementary information with respect to such maturity was submitted to the Department on July 3, 1967. After consideration of all available information relative to the growing conditions prevailing during the current season, recommendations and supporting information for such maturity regulations were submitted to the Department; such meeting was held to consider recommendation for such regulation after giving due notice thereof, and interested parties were afforded opportunity to submit their views at this meeting; the provisions hereof are identical with the aforesaid recommendations of the committee and information concerning such provisions has been disseminated among the handlers of avocados; and compliance with the provisions hereof will not require of handlers any preparation therefor which cannot be completed by the effective time hereof.

Order. The provisions of subparagraph (a) (2) of § 915.309 (32 F.R. 7213, 8761) are hereby amended by revising in Table I certain dates and minimum weights and diameters applicable to the Pollock and Simmonds varieties of avocados, so that after such revision the portion of such Table I relating to such varieties reads as follows:

Variety (1)	Date (2)	Minimum weight or diameter (3)	Date (4)	Minimum weight or diameter (5)	Date (6)	Minimum weight or diameter (7)	Date (8)
Pollock	7-10-67	18 oz. 3 1/16 in.	7-31-67				
Simmonds	7-10-67	16 oz. 3 9/16 in.	7-31-67				

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated July 7, 1967, to become effective July 10, 1967.

F. L. SOUTHERLAND,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-7973; Filed, July 7, 1967; 11:40 a.m.]

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following amendments to this subchapter are issued by direction of the Assistant Secretary of Defense (Installations and Logistics) pursuant to authority contained in Department of Defense Directive No. 4105-30, dated March 11, 1959 (24 F.R. 2260) as amended, and 10 U.S.C. 2202.

PART 1—GENERAL PROVISIONS

1. New §§ 1.201-29, 1.201-30, and 1.305-5 are added, and §§ 1.308, 1.311, 1.313, and 1.315 are revised, as follows:

§ 1.201-29 Automatic data processing equipment (ADPE).

Automatic data processing equipment (ADPE) means:

(a) Digital and Analog Computer components and systems, irrespective of type of use, size, capacity, or price (FSC 7440);

(b) All peripheral, auxiliary, and accessorial equipment used in support of Digital and/or Analog Computers, either cable connected, or "self standing" and whether selected or acquired with the computers or separately (FSC 7410 or 7440);

(c) Punched Card Machines (PCM) and systems used in conjunction with or independently of Digital or Analog Computers (FSC 7410); and

(d) Digital and Analog Terminal and Conversion equipment that is acquired solely or primarily for use with a system which employs a Computer or Punched Card Machines (FSC 7410 or 7440).

§ 1.201-30 Paying office.

"Paying office" means the office which makes payments under the contract.

§ 1.305-5 Research, exploratory development and advanced development.

Solicitations shall generally indicate either a desired term of performance or a completion date. In cases where development of a tangible item by a given date is urgent, solicitations shall indicate such urgency. Generally, solicitations to conduct research and exploratory development work will specify a level of effort for a term of performance. However, solicitations calling for a specific item in the category of such exploratory or advanced development will specify a completion date. A contractor may propose an alternate term of performance or completion date without disqualification of his proposal.

§ 1.308 Documentation of procurement actions; maintenance and disposition of contract files.

(a) Each office performing purchasing, contract administration, or contract paying functions shall maintain official records of all actions with respect to solicitations and contracts in accordance with the provisions of this section, except that the application of these provisions to small purchases and other simplified procurements covered by subpart F Part 3 of this chapter, is optional. The head of each such office shall be responsible for the establishment, currency, completeness, and review of this documentation, and for its final disposition, in accordance with Supplement 2 entitled "Contract File Maintenance, Closeout, and Disposition."

(b) The combination of official contract files listed in S2-101 shall contain documentation of all actions taken with respect to the contract, including final disposition, sufficient to constitute a full history of the transaction and permit ready reconstruction of all stages of the transaction, for the purpose of (1) providing a complete background to assure informed decisions at each step in the procurement, (2) supporting actions taken by personnel in the procurement cycle, (3) providing information for reviews and investigations conducted by the Department concerned, the Department of Defense, the General Accounting Office, or others, and (4) furnishing essential facts in the event of litigation or Congressional inquiries.

§ 1.311 "Buying in".

"Buying in" refers to the practice of attempting to obtain a contract award by knowingly offering a price or cost estimate less than anticipated costs with the expectation of either (a) increasing the contract price or estimated cost during the period of performance through change orders or other means, or (b) receiving future "follow-on" contracts at prices high enough to recover any losses on the original "buy-in" contract. Such a practice is not favored by the Department of Defense since its long-term effects may diminish competition and it may result in poor contract performance. Where there is reason to believe that "buying in" has occurred, contracting officers shall assure that amounts thereby excluded in the development of the original contract price are not recovered in the pricing of change orders or of follow-on procurements subject to cost analysis.

§ 1.313 Procurement of parts.

(a) Any part, subassembly or component (hereinafter called "part") for military equipment, to be used for replenishment of stock, repair, or replacement, must be procured so as to assure the requisite safe, dependable, and effective operation of the equipment. (Items procured as spare parts are governed by the "DOD High Dollar Spare Parts Breakout Program" described in DOD Joint Regulation AR 715-22, NAVMATINST P4200.33, AFR 57-6, MCO P4200.13, DSAM 4105.2.) Where it is feasible to do so without impairing this assurance, parts should be procured on a competitive basis, as in the kind of cases described in paragraph (b) of this section. However, where this assurance can be had only if the parts are procured from the original manufacturer of the equipment or his supplier, the procurement should be restricted accordingly, as in the kind of cases described in paragraph (c) of this section.

(b) Parts that are fully identified and can be obtained from a number of known sources, and parts for which fully adequate manufacturing drawings and any other needed data are available (or can be made available in keeping with the policies in Subpart B, Part 9 of this chapter) are to be procured on a competitive basis. In general, such parts are of a standard design configuration. They include individual items that are susceptible of separate procurement, such as resistors, transformers, generators, spark plugs, electron tubes, or other parts having commercial equivalents.

(c) Parts not within the scope of paragraph (b) of this section generally should be procured (either directly or indirectly) only from sources that have satisfactorily manufactured or furnished such parts in the past, unless fully adequate data (including any necessary data developed at private expense), test results, and quality assurance procedures, are available (or can reasonably be made available in keeping with the policies in Subpart B, Part 9 of this chapter) to assure the requisite reliability and interchangeability of the parts, and procurement on a competitive basis would be consistent with the assurance described in paragraph (a) of this section. In assessing this assurance, the nature and function of the equipment for which the part is needed should be considered. Parts qualifying under this criteria are normally sole source or source controlled parts (see MILSTD 100) which exclusively provide the performance, installation, and interchangeability characteristics required for specific critical applications. To illustrate, acceptable tolerances for a commercial television part may be far less stringent than those for a comparable military radar part, permitting competitive procurement of the former but not of the latter. The exacting performance requirements of specially designed military equipment may demand that parts be closely controlled and have proven capabilities of precise integration with the system in which they operate, to a degree that precludes the use of even apparently identical parts from new sources, since the functioning of the whole may depend on latent characteristics of each part which are not definitely known.

(d) When an award is made to a source that has not previously produced the item, the cognizant Government inspection activity and the appropriate contract administration office should be notified by the procurement contracting office that the contractor will be producing the item for the first time.

§ 1.315 Procurement of jewel bearings.

(a) It has been determined that defense interests require the continued maintenance of an active and versatile mobilization base for the production of jewel bearings. This base has been estab-

lished at the Government-owned William Langer Jewel Bearing Plant, Rolla, N. Dak. In support of this policy, Government purchases of jewel bearings shall be made from that plant in all cases where it can meet purchase requirements. Additionally, all procurements of items containing jewel bearings shall provide, in the solicitations and resulting contracts, a requirement that jewel bearings in the quantities, and of the types and sizes necessary for the end items to be supplied under the contract, be purchased from the William Langer Jewel Bearing Plant and be incorporated in the delivered items, subject to the criteria provided in paragraphs (b), (c), and (d) of this section, except:

(1) When quantity requirements, quality standards, or delivery requirements cannot be satisfied by bearings manufactured at the William Langer Jewel Bearing Plant;

(2) For purchases of commercial end items or of military end items having jeweled components used in commercial end items, when the quantities of such end items or components are such that the contracting officer either knows or reasonably expects that all such commercial end items or commercial components of military end items are already manufactured and available from the stock of any dealer, wholesaler, distributor, or manufacturer; or

(3) For bearings used in items that are to be procured and used outside the United States, its possessions, and Puerto Rico.

(b) In order to assure that all bidders or offerors are competing on the same basis, it is necessary that the solicitation for items containing jewel bearings clearly state:

(1) The successful contractor will be required to purchase (directly or through subcontractors, as appropriate) William Langer Jewel Bearing Plant bearings at prices established in the U.S. Government Jewel Bearing Price List then in effect, and to incorporate such bearings in the items to be delivered; and

(2) Bids or proposals are to be predicated on this requirement.

If it should occur, after award, that the William Langer Jewel Bearing Plant rejects the contractor's (or subcontractor's) purchase order entirely or in part, the contractor (or subcontractor) shall be required to so notify the contracting officer who will effect an equitable adjustment in the contract price to reflect any costs or savings accruing to contractor by reason of any price differential for such bearings, pursuant to the clause of this contract entitled "Changes."

(c) To the extent William Langer Jewel Bearing Plant bearings are fungible with other bearings and it is not practical or would be costly to segregate jewel bearing inventories or work in process for items to be furnished the Government from that to be furnished commercial customers, or for other similar reasons, it may be in the Government's interest to waive the use requirements at the discretion of the contracting officer. No waiver will be granted to prospective contractors prior to award and no assurance will be given prior to award to any prospective contractors that such waiver will be granted after award. Minor inconvenience to contractors alone will not satisfy the need for demonstrating that the Government's interests are served by such waiver. When the use requirement is waived, an equitable adjustment for cost savings resulting therefrom shall be made.

(d) In circumstances where a procurement is not exempt from this procedure but it would be impractical or contrary to the Government's best interest to require actual use of all of the William Langer Jewel Bearing Plant bearings required to be purchased, the contracting officer may provide in the solicitation and resulting contract that a minimum fixed percentage of the total bearings requirements be of William Langer Jewel Bearing Plant origin, or that William Langer Jewel Bearing Plant bearings be purchased for and used in a certain number of the total items to be supplied.

(e) In all procurements subject to these procedures, the following clause is required for use:

REQUIRED SOURCES FOR JEWEL BEARINGS (APRIL 1967)

Jewel bearings required in the performance of this contract shall be procured from the William Langer Jewel Bearing Plant, Rolla, N. Dak., at prices established in the Official U.S. Government Jewel Bearing Price List dated (insert latest effective date). The Contractor agrees that the delivery dates specified for the quantities and types of jewel bearings so ordered will be reasonably related to manufacturing schedules and delivery requirements of this contract. The Contractor agrees to notify the Contracting Officer promptly of the rejection of his (or any subcontractor) purchase order in whole or in part by the William Langer Jewel Bearing Plant and further agrees to an equitable adjustment in the contract price pursuant to the "Changes" clause of this contract to reflect any costs or savings to the Contractor (or subcontractor) resulting from such rejection. The Contractor further agrees to incorporate or to have his subcontractors incorporate the purchased William Langer Jewel Bearing Plant jewel bearings in the items to be delivered under this contract.[1] The requirement for use (but not the requirement for purchase) of such bearings may be waived in the discretion of the Contracting Officer when such waiver is determined by him to be in the Government's interest, and where agreement is reached for an equitable adjustment in the contract price by reason of such waiver.

2. Paragraph (f) in § 1.319 is revised; and paragraph (c) in § 1.905–3 is revised, as follows:

[1] Where less than total purchase and usage of William Langer Jewel Bearing Plant bearings is to be required, substitute "The Contractor further agrees to purchase and incorporate William Langer Jewel Bearing Plant bearings in items to be delivered under this contract equivalent to at least _____ percent of the total quantity of bearings required to perform this contract." (Percentage to be inserted by Contracting Officer.) In lieu of a percentage, the clause may refer to specific quantities of items listed in the schedule for which William Langer Jewel Bearing Plant bearings must be purchased and used.

§ 1.319 Renegotiation performance reports.

* * * * *

(f) *Advanced-development, engineering-development, and operational-systems-development and production contracts.* Upon request of the Renegotiation Board, the Director of Contractor Performance Evaluation, Office of the Assistant Secretary of Defense (Installations and Logistics) (see § 4.117 of this chapter) shall furnish Contractor Performance Evaluation Reports on advance-development contracts, engineering-development contracts, and operational-systems-development contracts and production contracts which follow or are concurrent with the development contracts that are evaluated.

§ 1.905–3 Sources of information.

* * * * *

(c) Existing information within the Department of Defense—including records (e.g., § 4.117 of this chapter) on file and knowledge of personnel within the purchasing office making the procurement, other purchasing offices, related activities, contract administration offices, audit activities, and offices concerned with contract financing.

* * * * *

§ 1.1002–1 [Amended]

3. In § 1.1002–1, the reference "4.205–2" is changed to read "4.106–2".

§ 1.1003–4 [Amended]

4. In § 1.1003–4, the reference "4.203" is changed to read "4.103".

PART 2—PROCUREMENT BY FORMAL ADVERTISING

5. In § 2.201, new subparagraph (11) is added to paragraph (a); new subparagraphs (15) and (23) are added to paragraph (b); and subparagraph (7) in paragraph (c) is revised, as follows:

§ 2.201 Preparation of invitation for bids.

* * * * *

(a) * * *

(11) DD Form 1423 (Contract Data Requirements List) (see § 16.815 of this chapter); a line item in the Schedule referring to DD Form 1423 and requiring delivery of all data listed thereon; and a provision in the Schedule requesting the bidder to complete Items 25 and 26 of the form.

* * * * *

(b) * * *

(15) If the contract is for laundry and dry cleaning services, the provision required by § 22.702–1 of this chapter.

* * * * *

(23) If the contract involves performance of services on a Government installation, the following provision.

Site visit. Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a

failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract. (APRIL 1967)

(c) • • •

(7) Information as to what utilities the Government will furnish during construction, when the contracting officer determines that any utilities are adequate for the needs of both the Government and the contractor. Such information shall specify any special conditions of use to be imposed on the contractor and shall also specify any utilities to be furnished without charge; utilities shall be furnished without charge when the contracting officer determines that this is advantageous to the Government, as when the administrative costs incident to maintaining records and collecting payments will approximate the cost of the utility services to be furnished. Such information may also include any applicable rates to be imposed under the Availability and Use of Utility Services clause (see § 7.603–30 of this chapter).

• • • • •

6. New paragraph (f) is added to § 2.405; subparagraph (2) of § 2.406–3 (b) is revised; and § 2.407–5 is revised, as follows:

§ 2.405 Minor informalities or irregularities in bids.

• • • • •

(f) Failure to complete Items 25 and 26 on DD Form 1423, Contract Data Requirements List (see § 16.815 of this chapter).

§ 2.406–3 Other mistakes.

• • • • •

(b) • • •

(2) Department of the Navy: To the Assistant Commander for Contracts, Naval Facilities Engineering Command Headquarters; the Deputy Commander Purchasing, Naval Supply Systems Command Headquarters.

• • • • •

§ 2.407–5 Other factors to be considered.

(a) The factors set forth in subparagraphs (1) through (6) of this paragraph, among others, may be considered in evaluating bids.

(1) Foreseeable costs or delays to the Government resulting from differences in inspection, location of supplies, transportation, etc. If, pursuant to Subpart M, Part 1 of this chapter, bids are on an f.o.b. origin basis, transportation costs to the designated destination points shall be considered in determining the lowest cost to the Government.

(2) Changes made or requested in any of the provisions of the solicitation to the extent that any such change does not constitute ground for rejection of the bid under the provisions of § 2.404.

(3) Advantages or disadvantages to the Government that might result from making multiple awards (see § 2.201(b)(19)).

(4) Qualified products (see Subpart K of this part).

(5) Federal, State, and local taxes (see Part 11 of this chapter).

(6) Origin of supplies, whether domestic or foreign, and if foreign, the application of the Buy American Act or any other prohibition on foreign purchases (see Part 6 of this chapter).

(b) Estimated data prices submitted on DD Form 1423 (Contract Data Requirements List) (see § 2.201(a)(11) and § 16.815 of this chapter) shall not be considered in evaluating bids.

PART 3—PROCUREMENT BY NEGOTIATION

7. The introductory text of § 3.101 is revised; §§ 3.109 and 3.405–3 are revised; in § 3.405–5, paragraphs (c)(1) and (d)(3) are revised; and in § 3.501(b), subparagraphs (2) and (18) are revised and new subparagraphs (52) and (65) are added, as follows:

§ 3.101 Negotiation as distinguished from formal advertising.

Whenever supplies or services are to be procured by negotiation (see Subparts A and B of Part 16 of this chapter), price quotations, supported by statements and analyses of estimated costs or other evidence of reasonable prices and other vital matters deemed necessary by the contracting officer (see § 3.807), shall be solicited from the maximum number of qualified sources of supplies or services consistent with the nature of and requirements for the supplies or services to be procured, in accordance with the basic policies set forth in Subpart C, Part 1 of this chapter (for research and development, see § 4.106 of this chapter), to the end that the procurement will be made to the best advantage of the Government, price and other factors considered. Unless award without written or oral discussion is permitted under § 3.805–1(a), negotiation shall thereupon be conducted, by contracting officers and their negotiators, with due attention being given to the following and any other appropriate factors:

• • • • •

§ 3.109 Abstract of proposals.

The abstract of proposals required by § 1.308 of this chapter shall be prepared on Abstract of Bids (DD Form 1501) or Abstract of Bids—Construction (DD Form 1501–1) appropriately modified (see § 16.817 of this chapter) to include all the information necessary for evaluation (but see §§ 3.507–2 and 3.805–1(b)). These forms need not be used in the case of procurement from a single source of supply, for research and development, for the chartering of vessels by the Military Sea Transportation Service, or for the procurement of coal and petroleum products by the Defense Fuel Supply Center.

§ 3.405–3 Cost-sharing contract.

A cost-sharing contract is a cost-reimbursement type contract, for use in a research or development procurements, under which the contractor is reimbursed only for an agreed portion of his allowable costs. The contractor agrees to absorb a portion of the costs of performance in the expectation of substantial compensating benefits. For instructions governing the use of cost-sharing contracts, see § 4.110 of this chapter.

§ 3.405–5 Cost-plus-a-fixed-fee contract.

• • • • •

(c) *Limitations.* (1) This type of contract normally should not be used in the development of major weapons and equipment, once preliminary exploration and studies have indicated a high degree of probability that the development is feasible and the Government generally has determined its desired performance objectives and schedule of completion (See § 3.405–4). The cost-plus-a-fixed-fee contract shall not be used for procurements categorized as either Engineering Development or Operational System Development (see § 4.101(a)(6) and (7) of this chapter. For contracts exceeding $1 million, exceptions to this policy must be processed in accordance with procedures authorized in § 1.109–3 of this chapter; and in all other cases, in accordance with the procedures authorized in § 1.109–2 of this chapter.

• • • • •

(d) • • •

(3) The Completion form of contract, because of differences in obligation assumed by the contractor, is to be preferred over the Term form whenever the work itself or specific milestones can be defined with sufficient precision to permit the development of estimates within which prospective contractors can reasonably be expected to complete the work, as is usually the case in advanced development and engineering development. A milestone is a definable point in a program when certain objectives can be said to have been accomplished. In contracting for Advanced Development work (see § 4.101(a)(3) of this chapter), an incentive contracting arrangement is preferred; however, if it is necessary to use a cost-plus-fixed-fee contract, it shall be the Completion form.

• • • • •

§ 3.501 Preparation of request for proposals or request for quotations.

• • • • •

(b) • • •

(2) Name and address of issuing activity, channels for submission of offer, exact location, including room and building numbers where offers including a hand carried offer must be submitted, and identification of the Government office or individual responsible for supplying additional information and answering inquiries;

• • • • •

(18) Factors other than price (including technical quality where technical proposals are requested), which will be given paramount consideration in the awarding of the contract;

• • • • •

(52) If the contract involves performance of services on a Government installation, the following provision.

Site visit. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. (APRIL 1967)

* * * * *

(65) DD Form 1423 (Contract Data Requirements List) (see § 16.815 of this chapter); a line item in the Schedule referring to DD Form 1423 and requiring delivery of all data listed thereon; a provision in the Schedule requesting the offeror to complete Items 25 and 26 of the form; and the following provision either in the Schedule or on the form.

CONTRACTOR'S DATA CERTIFICATION (APRIL 1967)

The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under another contract or subcontract the same data; if so, he shall identify one such other contract or subcontract for each item of data and state where he has already delivered such data.

* * * * *

8. In § 3.507–1, paragraphs (d) and (e) and footnote 2 to the legend in paragraph (a) are revised; in § 3.608–(b), subparagraph (2) is revised; and paragraph (c) in § 3.608–4 is revised, as follows:

§ 3.507–1 Restrictions on disclosure and use of data in proposals and quotations.

(a) * * *

* * * * *

(d) Proposals, solicited and unsolicited, shall be maintained and disposed of pursuant to § 1.208 of this chapter and related S2–102.1(xi) and S2–501.

(e) See § 4.106–1(e) of this chapter for further provisions with respect to unsolicited proposals.

§ 3.608–2 Order for Supplies or Services/Request for Quotations (DD Forms 1155, 1155r, 1155r–1; Standard Form 36; DD Form 1155c–1 and Standard Form 30).

* * * * *

(b) * * *

(2) *Use as a purchase order of not more than $5,000 outside the United States, its possessions, and Puerto Rico.* DD Form 1155 and 1155r–1, with executed contractor's acceptance when required, are authorized for negotiated purchases of not more than $5,000 when such purchases are for supplies and services procured and used outside the United States, its possessions, and Puerto Rico, provided:

(i) The procurement is unclassified;

(ii) No clauses covering the subject matter of any clause set forth in this subchapter, other than clauses set forth in DD Form 1155r–1, are to be used, except that—

(a) Either the standard foreign Disputes clauses in § 7.103–12(b) of this chapter or that clause as modified in accordance with § 7.103–12(c) of this chapter shall be inserted in the schedule.

(b) When the contract is translated into another language, the following clause shall be inserted in the schedule:

INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (APRIL 1966)

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

(c) When Government property having acquisition cost in excess of $25,000 is to be furnished (for use in performance of contract or for repair), the Government Property (Fixed Price) clause in § 13.702 of this chapter shall be inserted in the Schedule in accordance with instructions in § 13.702(b) of this chapter. Where Government property having an acquisition cost not in excess of $25,000 is to be furnished for use in performance of the contract or for repair, the Government-Furnished Property (Short Form) clause in § 13.710 of this chapter shall be inserted in the Schedule in accordance with instructions in § 13.710(b) of this chapter: *Provided*, That, use of the clause shall be optional where the acquisition cost of property furnished for repair is not in excess of $2,500. Where a Government Property clause is inserted in the Schedule the contractor's signature shall be obtained on DD Form 1155r–1.

(d) The Commercial Warranty clause in § 1.324–2(c) of this chapter, modified to insert the words "United States" before the word "Government" therein, may be used in accordance with the provisions of that paragraph.

(iii) The Additional General Provisions on DD Form 1155r–1 are made applicable and the contractor's acceptance is obtained on DD Form 1155r–1 when the purchase exceeds $2,500; and

(iv) In purchases in excess of $2,500, the Communist Areas clause in § 6.403 of this chapter shall be inserted in the Schedule.

The contracting officer may delete the Taxes clause from the DD Form 1155r–1 in purchases under $1,000 if he determines that the administrative burden of securing relief from such taxes would be out of proportion to the relief obtained: *Provided*, That such clause shall be included in all contracts in support of NATO infrastructure programs involving the expenditures of funds under section 503(b) of the Foreign Assistance Act of 1961, as amended (see § 11.403–1 (a) of this chapter).

* * * * *

§ 3.608–4 Obtaining contractor acceptance and modifying the purchase order.

* * * * *

(c) The Additional General Provisions on DD Form 1155r–1 shall be made applicable and the contractor's acceptance shall be obtained on DD Form 1155r–1 for all purchases in excess of $2,500 which are made in accordance with § 3.608–2(b)(2).

* * * * *

§ 3.707 [Amended]

9. In § 3.707, the reference "4.208" is changed to read "4.110".

10. Section 3.802–2 is revised; in § 3.805–1, the introductory text of paragraph (a) and all of paragraphs (c) and (d) are revised; and new § 3.807–12 is added, as follows:

§ 3.802–2 Selection of prospective sources.

Selection of qualified sources for solicitation of proposals is basic to sound pricing. Proposals should be solicited from a sufficient number of competent potential sources to insure adequate competition. (See §§ 1.302, 1.702, 1.902, 3.101, 3.104, 3.105, 4.106–1, and 12.102 of this chapter.) The bidders mailing lists prescribed by § 3.503 should be used when appropriate.

§ 3.805–1 General.

(a) After receipt of initial proposals, written, or oral discussions shall be conducted with all responsible offerors who submit proposals within a competitive range, price, and other factors (including technical quality where technical proposals are requested) considered, except that this requirement need not necessarily be applied to:

* * * * *

(c) Except where cost-reimbursement type contracts are to be used (see § 3.805–2), a request for proposals may provide that after receipt of initial technical proposals, such proposals will be evaluated to determine those which are acceptable to the Government or which, after discussion of those within a competitive range, can be made acceptable, and upon submission of prices thereafter, award shall be made to that offeror of an acceptable proposal who is the low responsible offeror.

(d) The procedures set forth in paragraphs (a), (b), and (c) of this section may not be applicable in appropriate cases when special services (such as architect-engineer services) or when cost-reimbursement type contracting is anticipated. Moreover award of such contract and R&D contracts may be properly influenced by the proposal which promises the greatest value to the Government in terms of possible performance, technical quality ultimate producibility, growth potential, and other factors rather than the proposals offering the lowest price or probable cost and fixed fee.

* * * * *

§ 3.807–12 Estimated data prices (DD Form 1423).

(a) The Department of Defense requires estimates of the prices of data in order to evaluate the cost to the Government of data items in terms of their management, product, or engineering value.

(b) When data is required to be delivered under a contract, § 3.501(b)(65) and § 16.815 of this chapter require inclusion in the solicitation of DD Form 1423, Contract Data Requirements List; the form and the provision included in the solicitation under § 3.501(b)(65) re-

[2] If proposal is unsolicited (see § 4.101(c) of this chapter, delete "furnished in connection with Request for Proposals No. ------

quest the offeror to state what portion of the total price is estimated to be attributable to the production or development of the listed data for the Government (not to the sale of rights in the data). However, offerors' estimated prices may not reflect all such costs, and different offerors may reflect these costs in a different manner, for the following reasons:

(1) Differences in business practices in competitive situations;

(2) Differences in accounting systems among offerors;

(3) Use of factors or rates on some portions of the data;

(4) Application of common effort to two or more data items;

(5) Differences in data preparation methods among offerors.

For these and other reasons, data price estimates should not be used for contract pricing purposes without further analysis.

(c) The contracting officer shall assure to the extent practicable that the negotiated price does not include any amount for data which the contractor has submitted or is obligated to submit to the Government under another contract or subcontract, and that the successful offeror furnishes the certification required by the solicitation (see § 3.501(b)(65)).

(d) The provisions on the form specify that, regardless of whether the contractor has entered estimated data prices on the form and regardless of what price he enters, he is obligated to deliver all the data listed on the form and the price he is to be paid therefor is included in the total price specified in the contract.

§ 3.808–5 [Amended]

11. In § 3.808–5(d)(2), the reference "4.215" is changed to read "4.117".

PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT

12. A new Subpart A is added and Subparts B and C are revoked, as follows:

Subpart A—Procurement of Research and Development

Sec.

AUTHORITY: The provisions of this Subpart A issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 4.100 Scope of subpart.

Procurement procedures of special application to research and development contracts are set forth in this subpart, and in certain instances other portions of this subchapter having particular significance to research and development contracts are cross-referenced herein. This subpart, however, does not purport to contain or cross-reference all provisions of this subchapter applying to research and development contracts. Other provisions of this subchapter are also applicable to research and development contracts and shall be adhered to where applicable.

§ 4.101 Definitions.

(a) The following terms and categories relating to "research and development" are those set forth by the Department of Defense for management of RDT&E programs. However, the term "research and development" as used in this regulation ordinarily encompasses only the first six categories below. Generally, it does not cover categories subparagraphs (7) and (8) of this paragraph. For example, construction of recreational facilities at an installation used exclusively or generally for research and development would not be procurement of "research and development" under this subchapter. Nevertheless, in an exceptional case, depending upon the particular facts, some kinds of work within categories in subparagraphs (7) and (8) could be "research and development" within this subchapter.

(1) *Research.* Includes all effort directed toward increased knowledge of natural phenomena and environment and efforts directed toward the solution of problems in the physical, behavioral and social sciences that have no clear direct military application. It would, thus, by definition, include all basic research and, in addition, that applied research directed toward the expansion of knowledge in various scientific areas. It does not include efforts directed to prove the feasibility of solutions of problems of immediate military importance or time-oriented investigations and developments.

(2) *Exploratory development.* Includes all effort directed toward the solution of specific military problems, short of major development projects. This type of effort may vary from fairly fundamental applied research to quite sophisticated bread-board hardware, study, programing, and planning efforts. It would thus include studies, investigations and minor development effort. The dominant characteristic of this category of effort is that it be pointed toward specific military problem areas with a view toward development and evaluating the feasibility and practicability of proposed solutions and determining their parameters.

(3) *Advanced development.* Includes all effort directed toward projects which have moved into the development of hardware for experimental or operational test. It is characterized by line item projects and program control is exercised on a project basis. A further descriptive characteristic lies in the design of such items being directed toward hardware for test or experimentation as opposed to items designed and engineered for eventual Service use.

(4) *Concept formulation.* Describes the activities preceding a decision to carry out Engineering Development or Operational Systems Development. These activities include accomplishment of comprehensive system studies and experimental hardware efforts under Exploratory and Advanced Development, and are prerequisite to a decision to carry out Engineering or Operational Systems Development.

(5) *Contract definition.* (Formerly referred to as Project Definition Phase)—is that phase during which preliminary design and engineering are verified or accomplished, and firm contract and management planning are performed.

(6) *Engineering development.* Includes all effort directed toward those development programs being engineered for Service use but which have not yet been approved for procurement or operation. This area is characterized by major line item projects and program control will be exercised by review of individual projects.

(7) Operational system development. Includes all effort directed toward development, engineering and test of systems, support programs, vehicles and weapons that have been approved for production and Service deployment. This area is included for convenience in considering all RDT&E projects. All items in this area are major line item projects which appear as RDT&E Costs of Weapons Systems Elements in other programs. Program control will thus be exercised by review of the individual research and development effort in each Weapon System Element.

(8) *Management and Support.* Includes all effort directed toward support of installations or operations required for general research and development use. Included would be military construction of a general nature unrelated

to specific programs, maintenance support of laboratories, operation and maintenance of test ranges, and maintenance of test aircraft and ships. Costs of laboratory personnel, either in-house or contract-operated, would be assigned to appropriate projects or as a line in the Research, Exploratory Development, or Advanced Development Program areas, as appropriate. Military construction costs directly related to a major development program will be included in the appropriate element.

(b) "Educational or other nonprofit organization" means any corporation, foundation, trust, or institution operated for scientific, educational, or medical purposes, not organized for profit, no part of the net earnings of which inures to the profit of any private shareholder or individual.

(c) "Unsolicited proposal" is a research or development proposal which is made to the Government by a prospective contractor without prior formal or informal solicitation from a purchasing activity. See also §§ 4.106–1(a) and 4.106–2(d)(2).

§ 4.102 General policy.

A fundamental mission of research and development programs is to maintain scientific and technological superiority requisite to promote and advance the effectiveness of military operations. The accomplishment of this mission requires the broadest possible base of contractor and subcontractor sources including the optimum use of manpower and resources. It is essential that the best technical competence be located and fully utilized. The procurement pattern of research and development must be responsive to the achievement of these goals on a timely basis.

§ 4.103 Publicizing procurement actions and expanding sources.

The Departments shall continually search for and develop information on sources (including small business concerns) competent to perform research and development. Advance publicity, including use of the Commerce Business Daily (see § 1.1003–4 of this chapter) to the fullest extent practicable, shall be given for this purpose. The search should include (a) a review of relevant data or brochures furnished by sources seeking research and development work and (b) a cooperative effort by technical personnel, small business specialists, and contracting officers to obtain information and recommendations with respect to potential sources and to consider the desirability of seeking other sources by publication of proposed procurements, in addition to the synopsis requirement.

§ 4.104 Method of contracting.

In research and development procurements it is generally not possible to formulate precise specifications necessary for formal advertising and, therefore, negotiation is necessary. The inherent difficulties in obtaining research and development by formal advertising are recognized by the exception in § 3.211 of this chapter. However, two-step formal advertising as stated in Subpart E, Part 2 of this chapter, may be useful, for example, in the case of an advanced developmental project. While the use of negotiation is the general rule for research and development contracts, this does not diminish the obligation to obtain competition to the maximum practicable extent. (See Subparts A and B, Part 3 of this chapter.)

§ 4.105 Statement of work.

(a) The preparation and use of a clear and complete statement of work is essential to sound contracting for research and development. In research, exploratory development and advanced development, statements of work must be individually tailored by technical and contracting personnel to attain the desired degree of flexibility for contractor creativity, both in submitting proposals and in contract performance. Careful distinction must be drawn between level-of-effort work statements, which essentially require the furnishing of technical effort and a report on the results thereof, and task completion type work statements which often require development of tangible end items designed to meet specific performance characteristics.

(b) In preparing statements of work, the following elements shall be considered:

(1) A general description of the required objectives and desired results;

(2) Background information helpful to a clear understanding of the requirements and how they evolved;

(3) Technical considerations, such as any known specific phenomena or techniques;

(4) A detailed description of the technical requirements and subordinate tasks;

(5) A description of reporting requirements and any other deliverable items, such as data, experimental hardware, mock-ups, prototypes, etc., and

(6) Other special considerations.

§ 4.106 Selection of research and development contractors.

§ 4.106–1 Selection of sources.

(a) *General.* Through its research and development programs, the Department of Defense must seek the most advanced scientific knowledge attainable and the best possible equipment, weapons, and weapon systems that can be devised and produced. This means two things. First, it means seeking the best scientific and technological sources consistent with the demands of the proposed procurement for the best mix of cost, performances and schedules. Second, it means unremitting efforts to increase the number of qualified sources, and to encourage participation by small business concerns, as well as others, in Defense research and development. See also § 1.903 of this chapter.

(b) *Small business sources.* (1) Contracting officers, technical personnel, and small business specialists shall cooperatively seek and develop information on the technical competence of small business concerns for research and development contracts. Small business specialists shall regularly bring to the attention of contracting officers and technical personnel descriptive data, brochures, and other information as to small business concerns that are apparently competent to perform research or development work in fields in which the purchasing activity is interested.

(2) In order to cooperate with the Small Business Administration in carrying out its responsibility of assisting small business concerns to obtain contracts for research and development, contracting officers, technical personnel and small business specialists shall, upon request, provide to authorized SBA representatives information necessary to understand the Government's needs concerning research and development programs under consideration for specific future procurement actions. Normally, this information shall be provided to SBA representatives assigned to a purchasing activity, as early as practicable, and shall cover the Government's requirements for each proposed research and development procurement exceeding $10,000. To the maximum extent feasible, SBA shall be afforded a minimum of 15 working days to provide pertinent information concerning qualified potential small business sources developed through its investigation of the capabilities of specific firms in the particular field of research and development covered by such procurements. Full evaluation shall be given to any such information in selecting qualified sources. Exception to the policy of providing SBA a minimum 15 working day interval to recommend additional qualified small research and development sources for a proposed procurement will be permitted only in those cases where the head of the purchasing activity or his designated representative advises the SBA representative that such action would result in unjustifiable delay.

(c) *Recommendations by technical personnel.* Recommendations as to which potential sources are technically qualified shall be made by cognizant technical personnel after review of the information obtained as a result of advance publicity (see § 4.103), and, as appropriate, on the basis of discussion with potential sources (either singly or in a group), correspondence or suitable surveys.

(d) *Research and development pools.* See § 1.302–3 of this chapter.

(e) *Unsolicited proposals.* (1) Unsolicited proposals may be the product of original thinking and generally are the property of the organization or individual who presents them. They are offered in the hope that the Government will contract with the offeror for further research on, or development of, the ideas they contain. Accordingly, it is important that such proposals received by purchasing activities be handled in a manner which will encourage prospective contractors to disclose to the Government ideas which they have originated, conceived, or developed.

(2) The submitter of an unsolicited proposal may mark it with a legend, such as that provided in § 3.507–1(a) of this chapter, restricting the disclosure and

use of data in the proposal. If a proposal is so marked, the terms of the legend shall be complied with.

(3) If the contracting officer receives an unsolicited proposal marked with a more restricted legend than that provided in § 3.507–1(a) of this chapter, then he shall immediately return the proposal to the submitter with a letter stating that the proposal cannot be considered because it is impracticable for the Government to comply with the legend (and pointing out specifically why this is so), but that the proposal will be considered if it is resubmitted with a satisfactorily revised legend or with the legend provided in § 3.507–1(a) of this chapter.

(4) If the contracting officer receives an unsolicited proposal without any restrictive legend, he shall place a cover sheet on the proposal or otherwise clearly mark it substantially as follows—and the terms of the notice shall be complied with—unless the submitter gives a clear written indication that he does not wish to impose any restrictions on the disclosure or use of the data contained in the proposal.

UNSOLICITED PROPOSAL

USE OF DATA LIMITED

All Government personnel handling this proposal shall exercise EXTREME CARE to insure that the information contained herein is NOT DISCLOSED outside the Government and is NOT DUPLICATED, USED, OR DISCLOSED in whole or part for any purpose other than to evaluate the proposal, without the written permission of the submitter (except that if a contract is awarded on the basis of this proposal, the terms of the contract shall control disclosure and use).

This notice does not limit the Government's right to use information contained in the proposal if it is obtainable from another source without restriction.

This is a Government notice, and shall not by itself be construed to impose any liability upon the Government or Government personnel for any disclosure or use of data contained in this proposal.

(5) The submitter of an unsolicited proposal is not necessarily entitled to preferential treatment in the award of any contract because of his submission of such a proposal. See § 4.106–2(d)(2).

§ 4.106–2 Solicitation.

(a) To reduce the number of technical proposals, the preparation of which can be both costly and wasteful of scientific or engineering manpower, contracting officers should request proposals only from sources which have been technically evaluated and found qualified to perform research or development in the specific field of science or technology involved. Where several sources are found fully qualified technically, proposals generally shall be solicited from each such source. Sources which become known as a result of synopses or other means of publicizing requirements shall be sent requests for proposals if such sources have been technically evaluated and determined reasonably qualified to perform, and possess the necessary security clearance. When a source not initially solicited requests a copy of a solicitation and such source has been technically evaluated within the past 6 months and determined not qualified, he may be so advised and his request denied. In the event such source has not been technically evaluated within the past 6 months a copy of the request for proposal shall be furnished but only after advice has been given to the source making the request as to the reasons for the limited solicitation and, as appropriate, the unlikelihood of any other source being able to qualify for a contract award under the circumstances. The formal solicitation process described above is not the only method of entering into contracts for research and development. The ongoing research and development work pursued in industrial laboratories is producing ideas and products of interest to the Government; this is especially true in the exploratory and advanced development segment of the research and development spectrum. In the R&D areas where there has been unique and significant industrial accomplishment by a specific concern, the establishment of specifications for solicitation of others may defeat the purpose of taking advantage of this industrial initiative. When a contractor has a new idea or product in the fields of exploratory development or advance development there should be no hesitancy to discuss it with him, encourage him to submit a proposal, and to negotiate directly with him. Subject to § 3.211 of this chapter, this can be done without a formal solicitation. Where there is no substantial question as to the choice of the source, as illustrated in paragraph (d) of this section, solicitations may be limited to a single source.

(b) In soliciting proposals for the conduct of research and exploratory development, it may be desirable for the Government to furnish prospective contractors with certain information to elaborate on the proposed statement of work, permit optimum response by offerors, and allow more timely and comparable evaluation of proposals by the Government. This information normally should consist of the Government's estimate of the scientific and technical maneffort, or other reasonable indicators, it envisions when it is not possible to describe the magnitude of the proposed work to a sufficiently definitive degree. For example, the estimated effort may be expressed in terms of numbers of manmonths or years in particular occupational categories. This technique may be appropriate in cases of contracts for research studies, investigations, or laboratory scale evaluations of feasibility where the Government desires to limit the scope of effort or depth of research. Where the degree of effort type of information is furnished, it should be made clear that such information is advisory only and is not cause for restricting what the contractor believes to be a meritorious technical proposal.

(c) In addition to paragraph (a) of this section, exploratory requests may be used to determine the existence of ideas or prior work in specific fields of research. However, the request for such information shall clearly state that it does not impose any obligation on the Government or signify a firm intention of the Government to enter into a contract.

(d) The following examples are illustrative of circumstances where there may be no substantial question as to choice of source:

(1) As a result of thorough technical evaluation, only one source is found fully qualified to perform the proposed work.

(2) The purpose of the contract is to explore an unsolicited proposal which offers significant scientific or technological promise, represents the product of original thinking, and was submitted in confidence by one source.

(3) Where the purpose of the contract is to take advantage of unique and significant industrial accomplishment by a specific concern, or to insure that a new product or idea of a specific concern is given financial support.

(e) In all procurements of research or development in which no small business source was solicited for a proposal, a statement shall be included in the solicitation file setting forth the reasons for not soliciting small business.

§ 4.106–3 Conduct of negotiations.

See §§ 3.804 and 3.805 of this chapter. The contracting officer should make certain that each prospective contractor fully understands the details of the various phases of the Government's requirement, especially the statement of work. This may be best accomplished by conferences between a prospective contractor, the contracting officer, and appropriate technical personnel, particularly where there is doubt that a work statement is understood or will be interpreted correctly by prospective contractors.

§ 4.106–4 Evaluation for award.

(a) Generally, research and development contracts should be awarded to those organizations, including educational organizations, which have the highest competence in the specific field of science or technology involved. However, awards should not be made for research or development capabilities that exceed those needed for the successful performance of the work.

(b) Before determining the technical competence of prospective contractors, and recommending to the contracting officer the concern or concerns that they consider most technically competent, cognizant technical personnel shall consider the following:

(1) The contractor's understanding of the scope of the work as shown by the scientific or technical approach proposed;

(2) Availability and competence of experienced engineering, scientific, or other technical personnel;

(3) Availability, from any source, of necessary research, test, and production facilities;

(4) Experience or pertinent novel ideas in the specific branch of science or technology involved; and

(5) The contractor's willingness to devote his resources to the proposed work with appropriate diligence.

(c) In determining to whom the contract shall be awarded, the contracting officer shall consider not only technical competence, but also all other pertinent factors including management capabilities, cost controls including the nature and effectiveness of any cost reduction program (see § 3.101(h) of this chapter), and past performance in adhering to contract requirements, weighing each factor in accordance with the requirements of the particular procurement (see § 1.903 of this chapter). The contracting officer shall notify those sources whose proposals or offers have been determined to be unacceptable of that decision in accordance with § 3.508 of this chapter.

(d) In evaluating proposals for contracts in excess of $1 million for advanced development, engineering development, operational systems development, and followon or concurrent production contracts, the Source Selection Advisory Council or any other person or group acting in a similar capacity shall obtain from the Defense Documentation Center, Attention: DDC–OSB, Cameron Station, Alexandria, Va. 22314 (see § 4.117), a transcript of the performance evaluations of all contractors submitting acceptable proposals, or a statement that there is no record on file. This transcript or statement may be obtained for a procurement below $1 million. This information shall be furnished within 3 working days from receipt of the request by the Defense Documentation Center.

§ 4.106–5 Evaluation of price and costs.

(a) While cost or price should not be the controlling factor in selecting a contractor for a research or development contract, cost or price should not be disregarded in the choice of the contractor. It is important to evaluate a proposed contractor's cost or price estimate, not only to determine whether the estimate is reasonable, but also to determine his understanding of the project and ability to organize and perform the contract. The most useful tools for this purpose are price analysis and cost analysis (see § 3.807–2 of this chapter.

(b) Price analysis generally considers the overall reasonableness of the proposals in relation to the total contemplated expenditures and the extent and nature of the task scheduled to be accomplished. In most research and development contracts, the inability to define specifications and the nature of the end items prevent the effective use of certain techniques of price analysis, such as comparisons with prior quotations and current prices and evaluations in terms of quantitative yardsticks. The conclusions reached by price analysis techniques must be supported by cost analysis procedures, used to examine the details of the offerors' proposals.

(c) The analysis of cost factors begins with an evaluation of the reliability of the offeror's cost estimating procedures and the dependability of his cost controls, as demonstrated by his history of cost management in the performance of other contracts or by his establishment of sound practices for this purpose. The cost analysis proceeds with a critical examination of the composition of each cost element in terms of its expected application to the objectives of the contract, and its conformance to the accepted principles of allocability and reasonableness. (See Subpart C, Part 15, and § 15.201 of this chapter.) A Government cost estimate may help in projecting tools for these purposes and may develop the expected incidence of various cost factors in relation to performance phases, planned segments, or identifiable "milestones." This estimate should provide a summary forecast of the time, effort, materials, equipment, and services necessary to accomplish the research or development objective. The comparison and reconciliation of the Government cost estimate with the offeror's cost estimate for the same phases, segments, or events should bring into focus any areas of excessive or insufficient emphasis and provide a foundation for meaningful discussions with the offeror.

(d) Special care should be exercised to comply with §§ 15.205–1 and 15.205–33 of this chapter in the allowance of advertising costs under § 15.309–1 of this chapter.

§ 4.106–6 Profit or fee.

See §§ 3.405–1(c), 3.405–5(c), 3.805–2, 3.806, 3.807–10(d), and 3.808 of this chapter.

§ 4.106–7 Documentation.

Contract files for research and development procurement shall be fully documented to include the basis and reasons for the selection of the sources solicited and for the award. Such documentation should be adequate to justify the selection of the contractor over others whose proposals, from the standpoint of some single factor (such as lower estimated costs or shorter performance time), might appear more advantageous to the Government. (See § 1.308 of this chapter.)

§ 4.107 Concept formulation and contract definition.

Policies governing concept formulation and contract definition as set forth in AR–705–5, SECNAV Instruction 3900.33 and AFR 80–20 are applicable to all new (or major modifications of existing) engineering developments and operational systems developments estimated to require total cumulative RDT&E financing in excess of 25 million dollars, or estimated to require a total production investment in excess of 100 million dollars, unless specific waivers are granted by written approval of the Director of Defense Research and Engineering. Other projects may be required to be conducted in accordance with these procedures at the discretion of the individual Departments or as directed by DDR&E. Concept formulation and contract definition have a significant impact on both procurement and research and development personnel, particularly in their advanced planning for a major development program. It is essential that engineering and operational system development policies be considered early in concept formulation in order for procurement to be conducted efficiently and in consonance with these policies.

§ 4.108 Grants for basic research.

Grants are authorized under 42 U.S.C. 1891 for basic research at educational institutions and other nonprofit organizations whose primary purpose is the conduct of scientific research. The policies and procedures for grants are prescribed by other Department of Defense directives as implemented in Departmental procedures.

§ 4.109 Types of contracts most applicable for research and development.

See Subpart D, Part 3 of this chapter.

§ 4.110 Cost-sharing policy.

(a) It is the policy of the Department of Defense to utilize cost-sharing in research or development procurements with contractors, other than educational institutions and foreign governments, only when there is a high probability that the contractor will receive substantial present or future commercial benefits. Accordingly, cost-sharing contracts may be used in such procurements only when:

(1) The contracting officer shows conclusive evidence that there is a high probability that the contractor will receive substantial present or future commercial benefits, and

(2) The Head of a Procuring Activity approves the use of such a contract in writing.

It should be recognized that these controls do not apply to jointly sponsored research or development work with educational institutions or to cost-sharing arrangements between the United States and foreign governments.

(b) Willingness to share costs should not be a factor in competitive source selection. Department of Defense objectives of fostering competition and furthering the Small Business Program will be inhibited unless competition is conducted on terms that provide equitable opportunity for all eligible sources. An award based on ability to share costs rather than on competence does not provide such equitable opportunity and may preclude securing the services of the best qualified source.

(c) Purchasing activities should not include in solicitations statements of work which would require more funds for completion than will be available. Similarly, the prospect of preferred consideration for award of a possible future contract should not be offered or implied as an incentive to induce contractors to enter into cost-sharing arrangements.

§ 4.111 Special use allowances for research facilities acquired by educational institutions.

(a) *Definitions.* As used in this section:

(1) "Special use allowance" means a negotiated direct or indirect allowance for buildings, structures, and real property, other than land, computed at an annual rate in excess of the rate which

normally would be allowed under Subpart C, Part 15 of this chapter; and

(2) "Research facility" means real property, other than land, and includes structures, alterations, and improvements, acquired for the purpose of conducting scientific research under contracts with agencies of the Department of Defense.

(b) *Policy.* The expanding requirements of the Department of Defense for the performance of scientific research programs by educational institutions may create special situations wherein the acquisition or construction of additional research facilities by such institutions is essential for the effective performance of scientific research programs of major importance to the Department of Defense. Educational institutions are expected to furnish facilities required for the performance of Defense contracts, and the extent of reimbursement by the Government for the research programs of such institutions shall be governed by the principles set forth in Subpart C, Part 15 of this chapter. However, in certain limited situations an educational institution may be unable to provide capital for new laboratories or other expanded facilities necessitated by Defense contracts unless the institution is given Governmental assistance in return for the risks and expenses it assumes in acquiring or constructing such facilities. Special use allowances constitute a means for recognizing these risks and expenses on the part of the educational institution and also provide a basis for permitting essential governmental research programs to go forward. The resort to special use allowances as provided by this section is an extraordinary type of arrangement and constitutes an exception to the provisions for normal use allowances contained in § 15.309–10 of this chapter. Any specific agreement providing for a special use allowance shall be negotiated on a case-by-case basis using the criteria established herein.

(c) *Authorization of special use allowances.* The Secretary concerned, or his sole designee for the purpose, may approve special use allowances for the acquisition or construction costs of research facilities financed by educational institutions only when all of the following conditions are met:

(1) The research facility is essential to the performance of Department of Defense contracts;

(2) The program requirements cannot be met practically and effectively by existing facilities, either Government or non-Government;

(3) The proposed agreement for the special use allowances represents a sound business arrangement;

(4) It is undesirable or impractical for the Government to provide Government-owned facilities for the performance of the research; and

(5) The proposed use of the research facility is in consonance with the underlying objective of the Government in granting the special use allowance.

(d) *Negotiation and administration of contracts providing for special use allowances.* The negotiation and administration of contracts providing for special use allowances are subject to the conditions set forth in subparagraphs (1) through (13) of this paragraph:

(1) The terms of the agreement for special use allowances authorized herein shall be specified or incorporated by reference in the applicable contracts.

(2) Where the special use allowance is based on the total acquisition cost, no normal use allowance or other use or depreciation charge will apply during the special allowance period nor after the educational institution has recovered the total acquisition cost under Government contracts or from other users. Where the special use allowance is based on less than total acquisition cost of the research facility, the agreement will specify whether any normal use allowance or other use or depreciation charge will apply to the balance during the special use allowance period; however, no more than the normal use allowance computed in accordance with Subpart C, Part 15 of this chapter may be applied thereafter to the balance.

(3) During the period of the special use allowance, and for subsequent periods to the extent agreed upon, the research facility shall be available for Government research use on a priority basis over non-Government use. Any significant use during such period other than that which justified the special use allowance shall be subject to prior consent of the cognizant approval authority specified in this section.

(4) Special use allowances are applicable only in years in which the Government has contracts in effect with the educational institution for research to be conducted in the facility. The Government has no liability to the educational institution for the special use allowance in any year in which there is no Government contract. In any year when the level of research effort under Government contracts has been reduced to a point where the special use allowance is excessive in relation to the extent of the Government research funding, the parties may negotiate a special use allowance for that year at a mutually acceptable rate.

(5) Where more than one Government contract is to be performed in the research facility, special use allowances generally should be allocated to using contracts on an equitable basis.

(6) If during the period when a special use allowance is in effect, any substantial use is made of the research facility for parties other than the Government, only an allocable share of the special use allowance shall be charged to the Government.

(7) Special use allowances shall not include any maintenance, utilities, or other operational costs.

(8) Generally, the period for which a special use allowance is authorized shall be at least 10 years. However, a shorter period of time is authorized where the total amount to be allowed is less than acquisition cost for the research facility.

(9) Reimbursements under contracts for special use allowances shall not commence until the research facility is occupied and used for research under the contract. However, equitable adjustments may be made in the special use allowance during the construction period if the research facility is partially used for research under the contract.

(10) Determination of the amount of a special use allowance shall be based on the comparative need for the research facility by the Department of Defense and by the educational institution. In no event shall the institution be paid more than the acquisition costs.

(11) In establishing the annual special use allowance, due consideration shall be given to rental costs for similar space in the area where the research facility is to be located.

(12) No payment shall be made to the educational institution for costs of land or interest charges on capital, used or borrowed, for the acquisition of the research facility.

(13) Information copies of each special use allowance agreement negotiated shall be furnished to each authorizing official specified in paragraph (c) of this section and to the Director of Defense Research and Engineering, Office of the Secretary of Defense.

§ 4.112 Placing subcontracts for research and development effort.

Since the selection of research or development contractors is based upon seeking the best scientific and technological sources, it is important that the contractor selected on this basis does not in turn subcontract technical or scientific work without prior approval of the contracting officer. The clause prescribed in § 7.402–8 of this chapter, for cost-reimbursement type research and development contracts, requires prior written consent of the contracting officer for the placement of any subcontract which has experimental, developmental, or research work as one of its purposes. During the negotiation of the contract, it is imperative that the contracting officer obtain complete information concerning the contractor's plans for subcontracting any portion of the research or development effort. See §§ 1.906, 3.807–10 and 23.201–2 of this chapter.

§ 4.113 Scientific and technical reports.

(a) Scientific and Technical Reports are documents written for the permanent record to document results obtained from and recommendations made on scientific and technical activities relating to a single project, task, or contract or relating to a small group of closely connected efforts within the Department of Defense Research and Development Program. A completed Document Control Data—R&D (DD Form 1473) is to be included in each copy of a scientific or technical report required by the contract. (See § 16.807 of this chapter.)

(b) Wherever a scientific or technical report is required as a product of the Research, Development, Test, and Evaluation Effort, the contracting officer will assure that the requirement for a completed DD Form 1473 is clearly stated and that a complete DD Form 1473 is in-

cluded with each copy of the required scientific and technical reports.

(c) Research and development contracts are required to contain appropriate data clauses as prescribed in Subpart B, Part 9 of this chapter, which usually provide, among other things, for the reproduction and use for any purpose of the Government of any or all of the information to be provided under the contract. Contracting officers shall require contractors to furnish all such information resulting from research or development contracts. Scientific and technical reports should be reproduced as economically as practicable, consistent with the reporting needs of the Government.

(d) It is important that the results of research and development contracts be made readily available to Government activities, and to non-Government organizations and persons who have a need to know in accordance with procedures of the Military Departments. Defense Documentation Center, Cameron Station, Alexandria, Va. 22314, provides a central service for the interchange of scientific and technical information of value to Department of Defense agencies and contractors.

§ 4.114 Data under research and development contracts.

(a) It is imperative that all research and development contracts carefully specify the data to be delivered under the contract since the Basic Data clause requires delivery only of "Subject Data" and defines "Subject Data" as data to be delivered under the contract.

(b) In planning a developmental procurement, when subsequent production contracts are contemplated, consideration should be given to the need and time required for obtaining a procurement package. The term "procurement package" means plans, drawings, specifications, and other descriptive information and data necessary to achieve competition in production contracts.

§ 4.115 Insurance under research and development contracts.

See Part 10 of this chapter.

§ 4.115–1 Contractor immunity from liability for torts.

In the case of cost-reimbursement type contracts where nonprofit educational institutions or other contractors do not carry insurance either because as charitable organizations they claim immunity from liability for torts or, in the case of State institutions, because the State law does not permit them to expend their funds for insurance premiums, the requirements of the Insurance-Liability clause, § 7.203-22 of this chapter, may be modified to recognize a claim of partial immunity as provided in § 7.402–26(a) of this chapter or for a claim of total immunity as provided in § 7.402–26(b) of this chapter.

§ 4.115–2 Indemnification against unusually hazardous risks.

Under the authority provided by 10 U.S.C. 2354, research and development contracts may specifically include language to indemnify contractors against liability on account of claims by third parties (including those of contractors' employees) for death, bodily injury, and loss of or damage to property, and for loss of or damage to the contractors' property, to the extent such liabilities arise out of the direct performance of the contract involved and from a risk defined in the contract as unusually hazardous. (See Subpart G, Part 10 of this chapter.)

§ 4.116 Government property under research and development contracts.

§ 4.116–1 General.

In research and development contracts with commercial organizations, the clauses relating to property furnished by the Government or acquired by the contractor at Government expense are the same as those used in other types of contracts. (See §§ 13.702 and 13.703 of this chapter.) Different clauses are prescribed for use in research and development contracts with educational or other nonprofit institutions where no profit or fee is involved. (See §§ 13.706 and 13.707 of this chapter.)

§ 4.116–2 Control of Government property in possession of research and development contractors.

The basic requirements to be observed by the Departments for establishing and maintaining control over Government Property as set forth in § 30.2 of this chapter are applicable to research and development contracts except, in contracts with educational or other nonprofit organizations (executed on a nonprofit basis), § 30.3 of this chapter is applicable.

§ 4.116–3 Providing Government production and research property.

See Subpart C, Part 13 of this chapter.

§ 4.116–4 Transfer of title to equipment to nonprofit educational or research institutions.

(a) *General.* This section implements 42 U.S.C. 1892 which gives the Department of Defense discretionary authority to vest in nonprofit institutions of higher education or nonprofit organizations whose primary purpose is the conduct of scientific research, without further obligation to the Government or on such other terms and conditions as may be appropriate, title to equipment purchased with funds available for grants or contracts for the conduct of basic or applied research.

(b) *Purpose of the legislation.* The general purpose of the legislation implemented by this section is to facilitate the scientific research performed under contract for the Government by the nonprofit institutions and organizations described in paragraph (a) of this section. It is intended to permit the elimination of the recordkeeping required when the Government retains title to equipment furnished or purchased under a research contract, in those cases where the cost of such recordkeeping to the contractor or to the Government is out of proportion to the value of the equipment. It is further intended to reduce where desirable the time and labor involved in formally circulating through the Government long lists of highly specialized or minor items of equipment or in relocating major equipment when such relocation is impracticable or uneconomical and not required for other research programs of the Government. Finally, it is intended to provide a measure of administrative flexibility when, from the standpoint of increased research effectiveness and in the absence of other Departmental or Governmental requirements, it is desirable to transfer title to equipment to such research contractors.

(c) *Transfer of title.* (1) Contracts with nonprofit institutions of higher education or nonprofit organizations whose primary purpose is the conduct of scientific research, shall provide, or shall be amended to provide, for transfer to contractors of title to each item of equipment having an acquisition cost of less than $200 and purchased with funds available for grants or contracts for the conduct of basic or applied research. With respect to such equipment already in possession of such contractors, the contracting officer shall vest in the contractor title to all such low cost equipment at the time of amendment of the appropriate contract or as soon as practicable thereafter. With respect to such equipment to be acquired by the contractor for the account of the Government, the contracting officer shall vest in the contractor title to such equipment upon receiving from the contractor a written receipt pursuant to item 305, § 30.3 of this chapter. The requirements of this section are not applicable to transfers of title that are precluded by controls governing the equipment involved.

(2) With respect to equipment having an acquisition cost of $200 or more, contracts with such institutions and organizations may provide, or may be amended to provide, that the contracting officer may transfer title to the contractor. To the maximum extent possible, transfer of title should be effected at the beginning of the contract or upon acquisition of the equipment, but such transfer may be effected at the beginning, during the course of, or at the end of a contract provided:

(i) The equipment was purchased with grant or contract funds allocated for basic or applied scientific research;

(ii) (*a*) Either the retention of title in the Government would create an administrative burden not warranted by the value of the equipment, or the keeping of inventory and records by the contractor would become prohibitively complicated or expensive, or

(*b*) It would be impractical or uneconomical to remove the equipment from the contractor's plant;

(iii) The transfer of title will further the scientific research objectives of the Department concerned; and

(iv) The transfer of title is not precluded by controls governing the equipment involved.

(3) The contracting officer may, when provision is made therefor by contract, vest in the contractor title to any item

of equipment having an acquisition cost of from $200 to $3,000, inclusive, following his written determination that the criteria in subparagraph (2) of this paragraph had been met. When the acquisition cost of an item of equipment is in excess of $3,000, the contracting officer may transfer title to the contractor upon the written approval of the head of the procuring activity or his designee. Such approval shall be given on the basis of the criteria in subparagraph (2) of this paragraph and only after considering whether transfer of title is consistent with any known need of the Department concerned. (No formal screening is required.) In addition, for items of equipment having an acquisition cost in excess of $25,000, the approval of designated representatives[1] of the Departments must be secured. Such approval shall be given within sixty (60) days, but only after a reasonable check, commensurate with the value of the item involved, has established that there is no known requirement for the item within the respective Departments.

(4) Where title to equipment is vested pursuant to subparagraph (1) or (2) of this paragraph, the contractor shall be without further obligation to the Government with respect to such equipment, except that the contractor must agree, as a condition to taking title, that no charge will be made to the Government for any depreciation, amortization, or use charge with respect to such equipment under any existing or future Government contract.

(d) *Contract clauses.* Where it is anticipated that in connection with a contract, title to equipment may be vested in the contractor in accordance with this paragraph, the alternate subparagraph (c)(2) of the clause in § 13.706 of this chapter shall be included in fixed-price type contracts, and the addition to subparagraph (c)(1) of the clause in § 13.707 of this chapter shall be included in cost-reimbursement contracts.

§ 4.117 Contractor performance evaluation program.

The Contractor performance evaluation program is a procedure for determining and recording the effectiveness of advanced-development (with measurable contractual commitments), engineering-development, and operational-systems-development and production contractors in meeting the performance, schedule, and cost provisions of their contracts. The program requires project managers within the military departments to submit periodic contractor performance evaluation reports (see DD Form 1446 series) for all such development contracts whose projected cost for a single year will exceed $2 million or whose projected overall cost will exceed $10 million and for all production contracts that follow or are concurrent with the development contracts evaluated (until firm specifications susceptible to price competition are in use), if the projected cost exceeds $5 million for a single year or if the projected overall cost exceeds $20 million. After review or certification by the appropriate Departmental contractor performance evaluation group (see DD Form 1447 series), the report is submitted to the contractor and then transmitted, with the contractor's comments, to the Director of Contractor Performance Evaluation, Office of the Assistant Secretary of Defense (Installations and Logistics), for storage in a central data bank and use by source selection advisory councils or other persons or groups acting in similar capacity, contracting officers in determining fees or profits and the Renegotiation Board. The central data bank is maintained at the Defense Documentation Center of the Defense Supply Agency, Cameron Station, Alexandria, Va. 22314. Detailed procedures for this program are set forth in the Department of Defense Guide to Contractor Performance Evaluation (Development and Production).

Subpart B—Procurement of Research and Development [Revoked]

Subpart C—Contracts for Preparation of Household Goods for Shipment, Government Storage and Related Services [Revoked]

PART 6—FOREIGN PURCHASES

13. In § 6.102–3, paragraph (a)(2) is revised, and in § 6.103–2, the introductory text of paragraph (b) is revised, as follows:

§ 6.102–3 Procurement from other Government agencies.

(a) • • •

(2) If an end product listed as foreign on a Federal Supply Service Schedule is first acquired by a Defense activity, it shall be procured in accordance with § 6.103.

• • • • •

§ 6.103–2 Nonavailability in the United States.

• • • • •

(b) Notwithstanding the foregoing, procurement of foreign end products on the basis of "nonavailability," whether or not listed in § 6.105, shall be made only if the procurement is approved by:

• • • • •

PART 7—CONTRACT CLAUSES

14. New §§ 7.104–62 and 7.104–63 are added; § 7.105–7 is revised; § 7.105–8 is revoked; and in § 7.203–2, the clause heading and clause paragraph (c) are revised, as follows:

§ 7.104–62 Material inspection and receiving report.

Insert the following clause except in negotiated subsistence procurements and contracts for tanker/barge shipments of bulk petroleum products.

MATERIAL INSPECTION AND RECEIVING REPORT (MARCH 1967)

At the time of each delivery under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report (DD Form 250 Series), in the manner and to the extent required by ASPR Appendix I, "Preparation, Reproduction, and Distribution, Material Inspection and Receiving Report (MIRR)."

§ 7.104–63 Protection of Government buildings, equipment, and vegetation.

Insert the following clause in all contracts which involve the performance of any services on a Government installation.

PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1967)

The Contractor shall avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor damages any such buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the Government as directed by the Contracting Officer. If he fails or refuses to do so, the Contractor shall be liable for the cost of replacement or repair, and such cost may be deducted from the contract price.

§ 7.105–7 Supply warranty.

In accordance with § 1.324 of this chapter, an appropriate supply warranty clause may be inserted.

§ 7.105–8 Supply warranty. [Revoked]

§ 7.203–2 Changes.

CHANGES (APRIL 1967)

• • • • •

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance thereof, shall not be increased or deemed to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until such modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the clause of this contract entitled "Limitation of Cost" or "Limitation of Funds."

• • • • •

15. New § 7.204–44 is added; § 7.205–6 is revoked; new §§ 7.303–13, 7.403–41 are added; and § 7.404–1 is revised, as follows:

§ 7.204–44 Material inspection and receiving report.

Insert the clause in § 7.104–62 except in negotiated subsistence procurements and contracts for tanker/barge shipments of bulk petroleum products.

[1] In the case of the Department of the Army, the designee is Army Research Office, Office Chief of Research and Development, Washington, D.C. 20310.

In the case of the Department of the Navy, the designee is Chief of Naval Research, Office of Naval Research, Washington, D.C. 20390.

In the case of the Department of the Air Force, the designee is Commander, Office of Aerospace Research, Washington, D.C. 20333.

In the case of the Defense Supply Agency, the designee is Executive Director for Supply Operations, Defense Supply Agency, Cameron Station, Alexandria, Va. 22314.

§ 7.205–6 Material inspection and receiving report. [Revoked]

§ 7.303–13 Material inspection and receiving report.

Insert the clause set forth in § 7.104–62.

§ 7.403–41 Material inspection and receiving report.

Insert the clause set forth in § 7.104–62.

§ 7.404–1 Changes.

CHANGES (APRIL 1967)

(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:

(i) Drawings, designs, or specifications;

(ii) Method of shipment or packing; and

(iii) Place of inspection, delivery, or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or otherwise affects any other provision of this contract, an equitable adjustment shall be made:

(i) In the estimated cost or delivery schedule, or both;

(ii) In the amount of any fixed fee to be paid to the Contractor; and

(iii) In such other provisions of the contract as may be affected, contract shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) 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, except as provided in paragraph (c) below, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance thereof, shall not be increased or deemed to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until such modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the clause of this contract entitled "Limitation of Cost" or "Limitation of Funds."

In the foregoing clause, the period of "thirty (30) days" within which any claim for adjustment must be asserted, may be varied in accordance with Departmental procedures. In accordance with 10 U.S.C. 2306(f), prior to the pricing of any change order that is expected to exceed $100,000, except 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, the contracting officer shall require the contractor to furnish a Certificate of Current Cost or Pricing Data (see § 3.807–4 of this chapter) and shall assure that the contract includes or is modified to include a defective pricing data clause (see § 7.104–29).

16. Sections 7.603–30, 7.705–2, and 7.705–4 are revised; an introductory statement is added at the beginning of § 7.802–4; and in § 7.802–5(a), the clause heading and clause paragraph (a) are revised, as follows:

§ 7.603–30 Availability and use of utility services.

Insert the following clause in contracts for performance at Government installations when it is determined that one or more utility systems and supplies are adequate for the needs and use of both the Government and the contractor and it is advantageous to the Government to furnish such utility services.

AVAILABILITY AND USE OF UTILITY SERVICES (APRIL 1967)

(a) The Government will make available to the Contractor, from existing outlets and supplies, all reasonably required amounts of utilities as specified in the Schedule or specifications. Except as otherwise provided in the Schedule or specifications, each utility shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates as determined by the Contracting Officer.

(b) The Contractor shall carefully conserve utilities furnished without charge. The Contractor, at his own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines and, if necessary to determine charges, all meters required to measure the amount of each utility used; and he shall remove the same prior to final acceptance of the construction.

§ 7.705–2 Filing of patent applications.

In accordance with the requirements of § 9.106 of this chapter, insert the contract clause set forth therein.

§ 7.705–4 Transfer of title to the facilities.

In accordance with the instructions contained in § 4.116–4 of this chapter, the following clause may be inserted in facilities contracts.

TRANSFER OF TITLE TO THE FACILITIES (SEPTEMBER 1964)

Notwithstanding the provisions of the clause of this contract entitled "Title", the Contracting Officer may at any time during the term of this contract, or upon completion or termination, transfer title to equipment to the Contractor upon such terms and conditions as may be agreed upon: *Provided,* That the Contractor shall not under any Government contract, or subcontract thereunder, charge for any depreciation, amortization, or use of such equipment as is donated under this clause. Upon the transfer of title to equipment under this clause, such equipment shall cease to be Government property.

§ 7.802–4 Payments clauses for letter contracts.

The following clause shall be included in all letter contracts contemplating a cost-type contract. As to letter contracts contemplating a fixed-price type contract, see § 163.84 of this chapter.

* * * * *

§ 7.802–5 Definitization.

(a) * * *

DEFINITIZATION (APRIL 1967)

(a) A ---------- type definitive contract is contemplated. To accomplish this result, the Contractor agrees to enter into negotiation promptly with the Contracting Officer over the terms of a definitive contract, which will include all clauses required by the Armed Services Procurement Regulation on the date of execution of the letter contract, all clauses required by law on the date of execution of the definitive contract and such other clauses, terms, and conditions as may be mutually agreeable. The Contractor agrees to submit a fixed-price proposal [cost and fee proposal], and cost or pricing data supporting that quotation.

* * * * *

17. Section 7.902–7 is revised; new §§ 7.902–25 and 7.1102–4 are added; and new Subparts M, N, and O are added, as follows:

§ 7.902–7 Filing of patent applications.

In accordance with § 9.106 of this chapter, insert the clause set forth therein.

§ 7.902–25 Material inspection and receiving report.

Insert the clause in § 7.104–62 except in negotiated subsistence procurements and contracts for tanker/barge shipments of bulk petroleum products.

§ 7.1102–4 Material inspection and receiving report.

Insert the clause in § 7.104–62 except in negotiated subsistence procurements and contracts for tanker/barge shipments of bulk petroleum products.

Subpart M—Clauses for Bakery and Dairy Products Contracts

Sec.

AUTHORITY: The provisions of this Subpart M issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 7.1300 Scope of subpart.

This subpart sets forth uniform contract clauses for use in indefinite delivery contracts as defined in § 3.409 of this chapter, for perishable bakery and dairy products. These clauses are to be used in addition to other required or applicable clauses.

§ 7.1301 Required clauses.

The following clause shall be included in all indefinite delivery contracts for perishable bakery and dairy products.

§ 7.1301–1 Delivery vehicles and conveyances.

DELIVERY VEHICLES (APRIL 1967)

The supplies delivered under this contract shall be transported in clean, closed vehicles. The vehicles shall be maintained in a sanitary condition to prevent contamination of the supplies and shall be equipped to maintain any temperature requirement prescribed in the specification or elsewhere in this contract. The vehicles shall be subject to inspection by the Government at all reasonable times and at all places, including the plant of the Contractor. Supplies tendered for acceptance in vehicles which are not sanitary, or which are not equipped to maintain any prescribed temperatures, may be rejected without further inspection.

§ 7.1301–2 Responsibility for containers and equipment.

RESPONSIBILITY FOR CONTAINERS AND EQUIPMENT (APRIL 1967)

The Contractor shall maintain all reusable containers and equipment in a sanitary condition and in a good state of repair and working order. At the time of each delivery, the Contractor shall remove from the premises of the Government all empty reusable containers, unless the Contracting Officer grants permission in writing for less frequent removal. The Government shall not be liable for any damage to, or loss or destruction of, containers and equipment furnished by the Contractor.

§ 7.1301–3 Time of delivery.

TIME OF DELIVERY (APRIL 1967)

Individual written delivery orders issued or oral delivery orders placed under this contract shall specify the locations to which deliveries shall be made and the quantities for each location. Deliveries will be completed within the hours prescribed in the Schedule of this contract and on the days specified by the order. Orders which call for delivery within less than twenty-four (24) hours from the time the Contractor receives said orders shall be governed by paragraph (e) of the clause entitled "Requirements."

If an indefinite quantity contract as defined in § 3.409–3 of this chapter is used, rather than a requirements contract, the following shall be included instead of the last sentence of the foregoing clause.

The Contractor shall not be required to deliver within less than _____ hours from the time the Contractor receives a delivery order.

§ 7.1301–4 Plant locations.

Prior to award of a contract, the contractor must identify the plant or plants at which any manufacturing or processing will occur and from which shipment will be made. See § 1.903–2(b) of this chapter. The plants named by the contractor shall be listed in the Schedule, and the following clause shall be included in the contract.

CHANGE IN PLANT LOCATION (APRIL 1967)

The performance of any work under this contract at any place other than that named in this contract is prohibited unless specific written advance approval is obtained from the Contracting Officer.

§ 7.1301–5 Sanitary conditions.

SANITARY CONDITIONS (APRIL 1967)

(a) All plant facilities, machinery, equipment, and apparatus used in the production, processing, handling, storage, or delivery of supplies under this contract, and all supplies (as the term "supplies" is defined in paragraph (a) of the clause entitled "Inspection") delivered under this contract, shall meet the sanitary standards, including bacteriological requirements, prescribed by the specifications cited elsewhere in this contract.

(b) All plant facilities, machinery, equipment, and apparatus used in the production, processing, handling, storage, or delivery of supplies under this contract shall be subject to inspection and test by the Government at all places and at all reasonable times.

(c) The Government shall notify the Contractor in writing of any failure to meet the sanitary standards, including bacteriological requirements, prescribed by this contract. If such failure has not been corrected within three (3) days from the date the Contractor receives said notice, the whole or any part of this contract may be terminated for default or, at the option of the Contracting Officer, the Contractor's right to perform under this contract may be partially or wholly suspended for not less than ten (10) days, and for such longer period of time as the Contracting Officer deems appropriate to permit correction of such failure. A suspension shall not operate to extend the life of this contract and shall not be considered sufficient cause of any delivery time. During the period of any such suspension, the Government may procure from other sources, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies similar to those specified in the Schedule, and the Contractor shall be liable to the Government for any excess costs for such similar supplies. If the Contractor does not correct the failure to meet the sanitary standards, including bacteriological requirements, within any suspension period specified by the Contracting Officer, the Government may terminate the unexpired portion of this contract for default without allowing additional time for correction, notwithstanding paragraph (a) (ii) of the clause entitled "Default."

If an indefinite quantity contract as defined in § 3.409–3 of this chapter is used, rather than a requirements contract, the following shall be inserted in paragraph (c) of the foregoing clause after the third sentence.

The quantity of supplies designated in the Schedule as "Minimum" shall be reduced, in the event of a suspension, by an amount proportionate to the ratio between the number of days the Contractor's right to perform is suspended and the number of days in the contract period. The quantity of supplies designated as "Maximum" shall not be reduced.

§ 7.1301–6 Disclaimer of export subsidies.

DISCLAIMER OF EXPORT SUBSIDIES (APRIL 1967)

The commodities supplied hereunder, or components thereof, shall not have been purchased at reduced prices for export, nor subsidized for export by the Department of Agriculture either directly or indirectly, and the Contractor agrees that the deliveries hereunder will not be the basis for any export subsidy benefit from the Department of Agriculture.

§ 7.1301–7 Remedies under delivery orders.

REMEDIES UNDER DELIVERY ORDERS (APRIL 1967)

All rights and remedies afforded to the Government under the provisions of this contract may be exercised and enforced by the Government with respect to each written or oral delivery order placed under this contract.

If delivery orders are to be placed by an activity other than the activity which awarded the contract, the following may be added to the foregoing clause to establish authority in the ordering officer under the Changes, Extras, Inspection, Default, and Disputes clauses for the administration of individual delivery orders.

For the purpose of the exercise of the Government's rights and remedies under one or more individual delivery orders, the term "Contracting Officer" as used in the "Changes," "Extras," "Inspection," "Default," and "Disputes" clauses, shall include the person executing or placing said order or orders.

§ 7.1301–8 "Fluid Milk" contracts.

All contracts which require the delivery of any item of "fluid milk for beverage purposes" and in which the period of performance exceeds 3 months shall include the following clause.

PRICE ADJUSTMENT FOR FLUID MILK FOR BEVERAGE PURPOSES (MARCH 1967)

(a) For the purpose of this clause the term, "fluid milk for beverage purposes," means fresh whole milk, skim milk, buttermilk, flavored milk, flavored milk drinks, recombined milk, cream, half and half, and lowfat milk.

(b) For the purposes of this clause, action by the U.S. Secretary of Agriculture for which a price adjustment may be made includes, but is not limited to, amendment, suspension, institution, or termination of the provisions of any applicable Federal Milk Marketing Order, and direct changes in the support prices under the dairy price support program. A price adjustment will not be made where a change in the Contractor's direct costs for fluid milk results merely from the normal operation of a price-formula contained in any applicable Federal Milk Marketing Order except as influenced by changes in the dairy price support program.

(c) In the event that action by the U.S. Secretary of Agriculture subsequent to the date of bid opening, if this is a contract entered into by formal advertising, or the contract date if this is a negotiated contract, causes an increase or decrease in the Contractor's direct costs of fluid milk used or to be used to furnish items of fluid milk for beverage purposes under this contract, the contract price shall be increased or decreased by an amount equal to the changes in the Contractor's direct cost of fluid milk which were caused by such action. No price adjustment shall be made with respect to deliveries during the first 3-month period of the contract.

(d) If action by the U.S. Secretary of Agriculture is taken during the first or any subsequent 3-month period of the contract, the Contractor within five (5) days after completion of the deliveries for each such period shall furnish to the Contracting Officer a written notice stating whether such action increased, decreased, or caused no change in the Contractor's direct cost for fluid milk

used or to be used in the performance of the contract. This notice shall include the Contractor's proposal for a price adjustment and pertinent documentary evidence or other information explaining: (i) The effective date and the amount of any increase or decrease in the Contractor's direct cost of fluid milk used or to be used in the performance of the contract; (ii) the Contractor's direct fluid milk cost used in computing the contract price prior to adjustment; and (iii) how his direct costs for fluid milk were affected by the action of the U.S. Secretary of Agriculture or that such costs were unaffected by such action. The notice shall be supplemented by such additional information as the Contracting Officer may request. Within thirty (30) days from receipt of the Contractor's proposal, the Contracting Officer shall adjust the contract prices for deliveries already made (except those made during the first 3-month period of the contract) and for deliveries to be made under the balance of the contract, or advise the Contractor why the requested adjustment will not be made.

(e) The Contracting Officer may examine the Contractor's books, records and other supporting data relevant to the Contractor's direct costs of the fluid milk used or to be used in the performance of this contract, during all reasonable times until three (3) years after final payment under this contract.

§ 7.1301–9 Solicitations for fluid milk.

The following provision shall be included in all solicitations for fluid milk for beverage purposes which contain the clause set forth in § 7.1301–8.

Evaluation of bids. Notwithstanding the provisions of the clause entitled "Price Adjustment for Fluid Milk for Beverage Purposes," bids or offers shall be evaluated on the basis of quoted prices without the possible adjustments being considered. (MARCH 1967)

§ 7.1302 Additional required clauses for perishable dairy products contracts.

Clauses substantially as follows shall be included in all indefinite delivery contracts for perishable dairy products.

§ 7.1302–1 Containers and equipment.

If the contractor is to furnish cabinets for dispensing milk from bulk containers, a notice so stating shall be included in the Schedule of solicitations and resultant contracts. The notice shall state (a) the number of dispenser cabinets required, or a reasonably accurate estimate thereof, (b) whether metal stands for the cabinets are required, (c) the number of cabinets required with a capacity of two containers each, and (d) the number required with a capacity of three containers each.

CONTAINERS AND EQUIPMENT (APRIL 1967)

(a) Dispenser containers and filling equipment used by the Contractor in the performance of this contract, and any refrigerated bulk milk dispenser cabinets furnished by the Contractor, shall comply with MIL–STD–175, "Minimum Sanitary Standards for the Equipment and Methods for the Handling of Milk and Milk Products in Bulk Milk Dispensing Operations," as amended.

(b) Any bulk milk dispenser cabinets required by the Schedule to be furnished by the Contractor shall be installed, serviced, and maintained to the satisfaction of the Contracting Officer. All responsibility for the supply, installation, maintenance, and removal thereof, including labor and material costs, and for any damage thereto or loss or destruction, shall remain with the Contractor.

(c) When, and for as long as, the Contractor fails to furnish bulk milk dispenser cabinets or milk dispenser containers as required in the Schedule, or does not properly service, maintain, and repair said dispenser cabinets, so that milk cannot be dispensed as needed by the Government, the Contractor shall deliver a sufficient quantity of milk in half-pint containers to satisfy orders for milk dispenser containers at the price per gallon for milk dispenser containers.

(d) Any contamination, spoilage, leakage, or other loss of any contents of a dispenser container due to functional failure of the dispenser cabinets or dispenser containers, except for a general power failure at the Government installation, shall be replaced immediately by the Contractor without cost to the Government.

(e) The tare weight of dispenser containers required to be certified in accordance with paragraph (b) of the clause entitled "Examination and Testing" shall include all parts of the container delivered as a complete unit, including lids, tubes, and seals.

§ 7.1302–2 Examination and testing.

EXAMINATION AND TESTING (APRIL 1967)

(a) In accordance with the specifications cited elsewhere in this contract, the Contractor shall examine and test all supplies to be delivered (as the term "supplies" is defined in paragraph (a) of the clause entitled "Inspection"). Records of all such examinations and tests shall be kept complete and available to the Government until the sixtieth (60th) day following the expiration of this contract, or until the final resolution of any dispute, appeal, claim, or litigation arising out of or in connection with this contract, whichever is later.

(b) The Contractor shall certify the tare weights of all containers on the shipping document and furnish a copy thereof to the Government inspector at destination. If different types of containers with different tares are included in a single delivery, the Contractor shall furnish the tare weight and identifying characteristics of each type. Volume and net weight shortages of any line item, revealed by inspecting a reasonable sample of said line item, shall be deducted from payment for the entire quantity of the line item delivered on the day the shortage is discovered. For the purpose of determining net weight, milk will be considered to weigh 8.6 pounds per gallon.

(c) At its own expense, the Government shall select samples at random from each type of product delivered hereunder. These samples shall be submitted to a laboratory for bacteriological analysis or chemical analysis, or both.

(d) Not less than three (3) days after notice to the Contractor of nonconformance with the bacteriological requirements prescribed by the commodity specifications cited elsewhere herein, the Government shall select and test an additional sample of the type or types of product which failed to conform. Upon the failure of said additional sample, the Government may terminate the whole or any part of this contract for default, suspend the Contractor's right to perform all or a part of this contract in accordance with the "Sanitary Conditions" clause herein, or exercise any other rights and remedies provided by law or under this contract.

(e) The butterfat, milk solids not-fat, and protein content of the entire quantity of each type of product delivered during a monthly period shall be deemed to be the weighted average of the results of the tests of all samples thereof selected during said period. If the butterfat, milk solids not-fat, or protein content of any type of product in any monthly period, as determined by a chemical analysis of at least two (2) samples, is less than required by this contract, the Contractor shall reimburse the Government for the deficiency in an amount determined pursuant to the clause entitled "Deficiency Adjustment." Monthly periods commence on the first (1st) day of the contract period and on the same day of each succeeding calendar month thereafter. The butterfat, milk solids not-fact, and protein content of one type of product will not be averaged with or offset against the content of another type of product, and the content of products delivered in any one monthly period will not be averaged with or offset against the content of products delivered in any other monthly period. No payment will be made for butterfat, milk solids not-fat, and protein content in excess of the amount required by this contract.

(f) For the purposes of this clause, the term "type of product" includes all line items in the Schedule governed by identical specification requirements, except for packaging and flavor. For example, all line items of "Milk Whole, Fresh" constitute a single type of product, notwithstanding that delivery is made in various quantities of ½-pint, quart, ½-gallon, and bulk containers.

(g) The foregoing is an agreed method for the adjustment of prices of rejectable products which are accepted under the "Inspection" clause of this contract, and is without prejudice to the Government's right to terminate for default or to pursue any other remedy under this contract or as provided by law.

§ 7.1302–3 Deficiency adjustment.

The formulas prescribed in the following clause may be modified to accommodate purchasing or ordering activities which do not have access to the Department of Agriculture reports cited therein.

DEFICIENCY ADJUSTMENT (APRIL 1967)

(a) The amount to be paid by the Contractor to the Government as consideration for the acceptance of supplies deficient in butterfat, milk solids not-fat, or protein, pursuant to the clause entitled "Examination and Testing," shall be determined in accordance with the following formulas:

(i) *Butterfat.* Subtract the total pounds of butterfat delivered from the total pounds of butterfat required to be delivered, and multiply the remainder by the butterfat value.

(ii) *Milk solids not-fat.* Subtract the total pounds of milk solids not-fat delivered from the total pounds of milk solids not-fat required to be delivered, and multiply the remainder by the milk solids not-fat value.

(iii) *Protein.* Subtract the total pounds of protein delivered from the total pounds of protein required to be delivered, multiply the remainder by the milk solids not-fat value, and multiply the product of the foregoing by 2.8.

(b) The term "butterfat value" shall mean the average Chicago top "Wholesale Selling Price" of Grade A, 92 score butter during the monthly period for which the deficiency is computed, as reported in the Dairy and Poultry Market News, published by the Department of Agriculture, Consumer and Marketing Service, Chicago, Ill., multiplied by 1.30. The term "milk solids not-fat value" shall mean the average Chicago top price for "Commercial Sales, Extra Grade, Nonfat Dry Milk, Spray (bags)" during the monthly period for which the deficiency is computed, as reported in the aforementioned Dairy and Poultry Market News, multiplied by 1.45.

§ 7.1303 Clauses to be used when applicable.

§ 7.1303–1 Code dating.

If a Schedule or specification provision requires the labels of one or more items to show the date of pasteurization, manufacture, production, or processing, a clause substantially as follows may be included to permit the use of a coding system.

CODE DATING (APRIL 1967)

A code may be used to comply with the requirement set forth in the Schedule or specifications of this contract for showing a date on the labels of items delivered hereunder: *Provided*, That, prior to the use of a code, a written explanation thereof is furnished to the Contracting Officer and approved by him in writing. No changes in the code symbols, code system or explanation thereof, shall be made without the advance written approval of the Contracting Officer.

§ 7.1303–2 Marking.

A clause substantially as follows shall be included, unless a provision is inserted in the Schedule specifically requiring supplies to be marked in accordance with MIL–STD–129, "Marking for Shipment and Storage."

MARKING (APRIL 1967)

Notwithstanding any specification references to MIL–STD–129, commercial markings are acceptable.

Subpart N—Clauses for Laundry and Dry Cleaning Contracts

Sec.

AUTHORITY: The provisions of this Subpart N issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 7.1400 Scope of subpart.

This subpart sets forth special uniform contract clauses for laundry and dry cleaning contracts (see Subpart G, Part 22 of this chapter). These clauses are to be used in addition to other required or applicable clauses prescribed by Subpart A of this part.

§ 7.1401 Required clauses.

§ 7.1401–1 Activities.

ACTIVITIES (APRIL 1967)

Activities to be covered by this contract are:

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§ 7.1401–2 Contract period.

CONTRACT PERIOD (APRIL 1967)

Any contract awarded as a result of bids submitted under this Invitation for Bids shall extend from _____ or date of contract award, whichever is later, through _____, both dates inclusive, unless sooner terminated under the terms of the contract.

7.1401–3 Specifications.

SPECIFICATIONS (APRIL 1967)

All work under this contract shall be accomplished in accordance with specifications MIL–L–2368, MIL–STD–665A, and MIL–STD–666A, amendments or revisions thereto, and any other Federal or Military Specifications or Standards cited herein.

§ 7.1401–4 Pickup and delivery points and times.

PICKUP AND DELIVERY POINTS AND TIMES (APRIL 1967)

The locations for pickup and delivery and the times therefor are set forth below.

Location	*Pickup time*	*Delivery time*
---	---	---
---	---	---

The unit prices include (do not include) all pickup and delivery charges.

§ 7.1401–5 Count of articles.

COUNT OF ARTICLES (APRIL 1967)

(a) The Contractor shall be liable for return of the number and kind of articles furnished for service under this contract, in accordance with the count of the Contracting Officer, or the number and kind of articles agreed upon as a result of a joint count by the Contractor and the Contracting Officer at the time of delivery to the Contractor.

(b) Delivery tickets in the number of copies required, and in the form approved by the Contracting Officer shall be completed by the Contractor at the time of his receipt of the articles to be serviced. One copy of each delivery ticket shall accompany the Contractor's invoice.

In contracts that provide for laundry or dry cleaning service to individual personnel (see § 7.1401–12), add the following paragraph (c) to the above clause.

(c) Individual laundry bundle delivery tickets shall be provided by the Contractor as specified in the clause entitled "Individual Laundry" of the General Provisions of this contract.

§ 7.1401–6 Loss or damage.

LOSS OR DAMAGE (APRIL 1967)

(a) The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Class price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in the clause hereof entitled "Disputes."

(b) In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at his expense in a manner satisfactory to the Contracting Officer.

§ 7.1401–7 Storage and handling.

STORAGE AND HANDLING (APRIL 1967)

During the time Government-owned property is in the possession of the Contractor, it shall be adequately stored and protected. When contaminated hospital linen is furnished for service under this contract, it shall be handled separately from other articles.

§ 7.1401–8 Vehicles.

VEHICLES (APRIL 1967)

Vehicles used in the transportation of items called for in this contract shall be clean, closed, conform to commercial standards, and equipped to protect against contamination of the items. Such vehicles shall be subject to examination at all times by the Contracting Officer or his authorized representative.

§ 7.1401–9 Requirements or indefinite quantity.

Insert the Requirements clause in § 7.1102–2(a), or the Indefinite Quantity clause in § 7.1102–3(b), as appropriate.

§ 7.1401–10 Ordering.

In accordance with the requirements of § 7.1101–1, insert the clauses set forth therein.

§ 7.1401–11 Special definitions of Government property.

SPECIAL DEFINITIONS OF GOVERNMENT PROPERTY (APRIL 1967)

(a) The term "Government-furnished property," as used in this contract, means any supplies or facilities furnished to the Contractor by the Government for use in connection with the performance of this contract, but does not include the articles delivered to the Contractor to be laundered or dry cleaned.

(b) The term "Government-owned property," as used in this contract, means all of the articles delivered to the Contractor to be laundered or dry cleaned, expressly including any articles which may actually be owned by individual Government personnel.

§ 7.1401–12 Individual laundry.

The clause set forth below shall be inserted in any contracts which, pursuant to Departmental authority, provide for laundry service to individual personnel.

INDIVIDUAL LAUNDRY (APRIL 1967)

(a) The Contractor shall provide laundry service on both a unit bundle and on a piece-rate bundle basis for individual personnel when required by this contract. The total number of pieces listed in the column "Estimated Quantity" in the Schedule is the estimated amount of individual laundry for this contract, but does not constitute any representation as to the amount of individual laundry to be required. Individual may elect whether they shall patronize the laundry services. Services covered by this provision shall be on a weekly basis and the schedule for pickup and delivery shall be as specified elsewhere in this contract. Charges for individual laundry shall be on a per unit bundle or a piece-rate basis as indicated on the form, to be furnished by the Contractor, accompanying the bundle at time of pickup.

(b) The maximum number of pieces to be allowed per bundle is as specified in the Schedule and as follows: [1]

(i) Bundle consisting of twenty-six (26) pieces including laundry bag. This bundle shall contain approximately _____ pieces of outer garments which are to be starched and pressed. Outer garments shall include but not be limited to cotton shirts, trousers, jackets, dresses, coats.

(ii) Bundle consisting of thirteen (13) pieces including laundry bag. This bundle shall contain approximately _____ pieces of outer garments which are to be starched and pressed. Outer garments shall include but not be limited to cotton shirts, trousers, jackets, dresses, coats.

(c) Individual laundry bundles shall be accompanied by forms listing the items contained therein, prepared by the patrons concerned. Forms on individual laundry bundles shall clearly identify unit bundle or piecerate bundle as applicable when both services are provided by this contract.

Subpart O—Clauses for Contracts for Rental of Motor Vehicles

Sec.

AUTHORITY: The provisions of this Subpart O issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 7.1500 Scope of subpart.

This subpart sets forth uniform contract clauses for the rental of motor vehicles as described in § 22.800 of this chapter.

§ 7.1501 Required clauses.

The following clauses shall be inserted in all contracts for the rental of motor vehicles.

§ 7.1501–1 Rental payments.

RENTAL PAYMENTS (APRIL 1967)

(a) The Government shall pay rent for the property at the rate(s) specified in this contract upon the submission of proper invoices and vouchers. Rental charges shall accrue with the commencement of the term of this contract, or from the date that the property is delivered to the Government, whichever is later, and shall continue until the expiration of the term or the termination of this agreement: *Provided*, That rental shall accrue only for the period that the property is in the possession of the Government. No rent shall accrue with respect to any property furnished by the Contractor which the Contracting Officer determines is not in accordance with the standards prescribed by the clause of this contract entitled "Condition of the Rented Property," or is not otherwise in accordance with the requirements of this contract, until the property is replaced or the defects corrected. Furthermore, no rent shall accrue with respect to any property during any period when the property is unavailable or unusable as a result of a failure by the Contractor to render services in connection with the operation and maintenance of the property as prescribed by this contract.

(b) Rental charges stated in monthly terms shall be prorated on the basis of 1/30 of the monthly rental for each day the vehicle is in the Government's possession. Where the contract contains a mileage provision, rental charges shall be paid as indicated in the Schedule.

§ 7.1501–2 Condition of the rented property.

CONDITION OF THE RENTED PROPERTY (APRIL 1967)

Each item of property furnished under this contract shall be of good quality and in operating condition: *Provided*, however that the Government "shall accept or reject the property promptly after receipt. If the Contracting Officer determines that any item of property furnished is not in compliance with the terms of this contract, he shall inform the Contractor promptly in writing. If the Contractor fails to replace the property or correct the defects in accordance with the determination of the Contracting Officer, the Government may (i) by contract or otherwise correct the defect or arrange for a rental of similar property and shall charge or set off against the Contractor the excess costs occasioned thereby; or (ii) terminate the contract for default as provided in the "Default" clause of this contract.

§ 7.1501–3 Responsibility for damage or injury.

RESPONSIBILITY FOR DAMAGE OR INJURY (APRIL 1967)

The Government shall not be responsible for damage to the property of the Contractor or others, or for injuries to any person, arising from or incident to (i) the defective or unsafe condition of the property (unless due to the fault or negligence of the Government, its agents, or its employees), (ii) the defective or improper maintenance or repair of the property by the Contractor (when maintenance or repair is required by this contract), or (iii) the negligent operation of the property by the Contractor, his agents, employees, or servants; and the Contractor shall save harmless and indemnify the Government from any and all claims arising therefrom.

§ 7.1501–4 Insurance/Liability.

INSURANCE/LIABILITY (APRIL 1967)

(a) The Government shall be responsible for damage to vehicles hired caused by its fault or negligence (or that of its driver) amounting to no more than $100 but shall not be liable for any loss or damage to any vehicle hired in an amount greater than $100. The Contractor shall be liable and will indemnify and hold harmless the Government and its agencies and employees against all actions or claims by reason of damage or injury (including death) arising or resulting from the fault, negligence, wrongful act, or wrongful omission of the Contractor.

(b) At his expense, the Contractor shall procure and maintain policies of bodily injury liability and property damage liability insurance under this contract in amounts not less than the following:

Type	*Minimum amount*
Automobile liability	$100,000/$300,000
Property damage	$10,000

§ 7.1501–5 Marking of vehicles.

MARKING OF VEHICLES (APRIL 1967)

(a) The Government shall be permitted to place upon front and rear bumpers nonpermanent markings as may be required to identify a vehicle as to the using agency or activity.

(b) Placards may be used for temporary identification of vehicles provided they contain no reference to the Contractor which may be construed as advertising or endorsement by the Government of the Contractor.

(c) The Government may place an identification decal on each side of each vehicle. Decals will be of a type which can be removed without damage to the vehicle.

§ 7.1501–6 Other required clauses.

Insert the clauses prescribed by § 7.103, except for the clauses entitled:

Variation in quantity;
Inspection;
Responsibility for supplies;
Payments;
Walsh-Healey Public Contracts Act.

§ 7.1502 Clauses to be used when applicable.

Insert the appropriate clauses prescribed by § 7.104.

§ 7.1503 Additional clauses.

Insert the clauses prescribed by § 7.105 when it is desired to cover the subject matter thereof in the contract.

PART 9—PATENTS, DATA, AND COPYRIGHTS

18. Paragraph (b) in § 9.109–3 is revised, as follows:

§ 9.109–3 Maintenance and use of records of performance.

* * * * *

(b) Where a contract is subject to the contractor performance evaluation program (§ 4.117 of this chapter), the procuring activity shall report to the project manager any significant or repeated failure to comply with the patent right clause. The project manager shall note in the contract or performance evaluation reports any such information which he has received relating to the contractor's meeting his obligations under the "required clauses."

§ 9.202–3 [Amended]

19. In § 9.202–3(e), the reference "4.205–1" is changed to read "4.106–1".

PART 10—BONDS, INSURANCE, AND INDEMNIFICATION

20. Paragraph (a) in § 10.112 is revised to read as follows:

§ 10.112 Execution and administration of bonds and consents of surety.

(a) *Execution.* Several prescribed forms for bonds and related documents are listed in § 16.805 of this chapter. Bonds and related documents executed on such forms shall comply with the instructions accompanying each form. The IFB or RFP may provide for execution and submission of more than one copy if desired. When required by Instruction Number 2 of the standard bond forms, the evidence of authority of a principal's representatives shall be a duly executed power of attorney reciting that the individual executing the bond or consent of surety is authorized to do so.

[1] The number of pieces and the composition of a bundle may be revised by the contracting officer prior to advertising to meet local conditions.

A corporation, in lieu of such power of attorney, may submit a "Certificate as to Corporate Principal" in the format prescribed in paragraph (c) of this section.

* * * * * .

PART 13—GOVERNMENT PROPERTY

21. New § 13.106 is added, and in § 13.702, the introductory text of paragraph (a) is revised, paragraph (b) is redesignated as paragraph (c) and a new paragraph (b) is added, as follows:

§ 13.106 Furnishing motor vehicles to Government contractors.

(a) For all major Department of Defense projects in which substantial numbers of motor vehicles, as described in § 22.800 of this chapter, will be required for use by contractor personnel, a determination shall be made as early as possible in the program effort as to the feasibility of providing the vehicles as Government furnished equipment. Unless there are substantial reasons to the contrary, the vehicles shall be so provided when the following conditions are met:

(1) The Government contract will bear the entire cost of the vehicle program,

(2) The prospective contractors do not have, or would not be expected to have, an existing and continuing capability for providing the vehicles necessary to perform the contract from their own resources;

(3) The number of vehicles required in the performance of the contract is predictable with a reasonable degree of accuracy and is expected to remain fairly constant over a period of 1 year or more; and

(4) Substantial savings can be expected.

(b) The required vehicles shall not be provided by the Government when they will be used to support the normal and continuing operation of a contractor in the performance of defense contracts generally (or with a mix of use in commercial activities) and the cost thereof would be distributed in overhead among unrelated contracts or partially allocated to commercial use.

(c) All Government furnished vehicles will be identified as contractor-operated vehicles, to distinguish them from vehicles operated by components of the Department of Defense, as prescribed in section VIII of the Joint Procedures for Management of Administrative Use Motor Vehicles (AR 58-1; OPNAV P44-2; AFM 77-1; MCO P11240.46; DSAR 4510.5).

§ 13.702 Government property clause for fixed-price contracts.

(a) Except as provided in paragraph (c) of this section, the following clause shall be used in fixed-price contracts and short form contracts (except contracts for experimental, developmental, or research work with educational or nonprofit institutions, where no profit to the contractor is contemplated) under which a Department is to furnish to the contractor, or the contractor is to acquire, Government property having an acquisition cost of more than $25,000.

* * * * *

(b) When used in overseas contracts, insert the words "United States" before the words "Government" or "Government-furnished" wherever they appear in the clause in paragraph (a) of this section, and substitute the following paragraphs (d) and (k) in the clause in paragraph (a) of this section.

(d) *Property Administration.* The Contractor shall comply with the provisions of the "Manual for Control of Government Property in Possession of Contractors" (Appendix B, Armed Services Procurement Regulation) as in effect on the date of the contract, which Manual is hereby incorporated by reference and made a part of this contract.

(k) *Communications.* All communications issued pursuant to this clause shall be in writing.

(c) * * *

§ 13.706 [Amended]

22. In § 13.706(b), the reference "4.214-4(d)" is changed to read "4.116-4(d)".

§ 13.707 [Amended]

23. In § 13.707(b), the reference "4.214-4(d)" is changed to read "4.116-4(d)".

24. In § 13.710, the existing text is designated as paragraph (a) and a new paragraph (b) is added, as follows:

§ 13.710 Government-furnished property clause for short form contracts.

* * * * *

(b) When used in overseas contracts, insert the words "United States" before the words "Government" or "Government-furnished" wherever they appear in the clause in paragraph (a) of this section.

PART 16—PROCUREMENT FORMS

25. Sections 16.206-1, 16.206-3, and 16.807 are revised and new §§ 16.814 and 16.815 are added, as follows:

§ 16.206-1 General.

(a) DD Forms 633, 633-1, 633-2, 633-3, and 633-4 are designed for submission of cost or pricing data by prospective contractors. Contractor reproduction of these forms is authorized.

(b) DD Forms 783 (Royalty Report), is approved for use as the separate schedule required by footnote 14 of DD Form 633 and footnote 4 of DD Forms 633-3 and 633-4.

§ 16.206-3 DD Forms 633-1, 633-2, 633-3, and 633-4.

The following forms may be used as appropriate:

(a) DD Form 633-1 (Contract Pricing Proposal (Technical Services));

(b) DD Form 633-2 (Contract Pricing Proposal (Technical Publications));

(c) DD Form 633-3 (Contract Pricing Proposal (Motion Pictures)); or

(d) DD Form 633-4 (Contract Pricing Proposal (Research and Development)).

§ 16.807 Document control data—R&D (DD Form 1473).

This form shall be used in connection with scientific and technical reports under research and development contracts pursuant to § 4.113 of this chapter.

§ 16.814 Records of contract actions.

Contract Cross Reference Data (DD Form 1592) shall be used in connection with the maintenance of contract cross reference/locator systems as prescribed in Supplement 2, Part 2. Contract Administration Completion Record (DD Form 1593), Contract Completion Statement (DD Form 1594), and Contract Closeout Check List (DD Form 1597) shall be used to assure completion of all required actions prior to closeout of contract files in accordance with Supplement 2, Part 3.

§ 16.815 Contract data requirements list (DD Form 1423).

(a) DD Form 1423 provides in one place in the contract a list of all data required to be delivered under the contract, and obtains from the contractor (and from all bidders and offerors) an estimate of what portion of the total price is attributable to the production or development of the listed data (not to the sale of rights in the data). Use of DD Form 1423 also helps achieve the following objectives of the department of Defense with respect to the acquisition of data:

(1) To acquire most economically the minimum amount of data needed to procure and support military systems, materiel, and services.

(2) To assure the acquisition of required data on time to serve its intended purpose.

(3) To establish data requirements on the basis of needs in management, engineering, and logistics functions of the DOD; and to fulfill these needs on the basis of cost-effectiveness analyses.

(4) To specify data requirements in solicitations for bids or proposals in sufficient detail to provide a basis for a full, clear, and firm understanding between the Government and the contractor with respect to the total data requirements at the time the contract is placed. This requirement may be satisfied by a contractual provision for the right to defer the selection, ordering, or delivery of technical data specified in the contract.

(5) To provide competent administration of contracts requiring the furnishing of data, and assure that all contract provisions pertaining to data are fully satisfied.

(6) To maintain quality assurance procedures in the acquisition of data to assure the adequacy of the data for its intended purpose.

(7) To provide for the continued currency of acquired data in consonance with requirements.

(8) To prevent the acquisition of duplicate or over-lapping data pertaining to materiel, systems, or services when data which would serve the same end has

been or is being acquired by the Government from the same or other contractor.

(b) DD Form 1423 or its mechanized equivalent shall be used whenever data is required to be delivered under a contract, and shall constitute the sole contractual list of requirements for the amounts and kinds of data required. When DD Form 1423 is used it will be completed and furnished to the contracting officer by the personnel responsible for determining the data requirements of the contract. The reverse side of the form contains instructions for the bidders or offerors to follow in entering on the form the price group and estimated price for each item of data.

PART 18—PROCUREMENT OF CONSTRUCTION AND CONTRACTING FOR ARCHITECT-ENGINEER SERVICES

26. New §§ 18.117, 18.117–1, 18.117–2, and 18.117–3 are added and paragraph (a) of § 18.903–3 is revised, as follows:

§ 18.117 Performance evaluation of construction contractors.

Performance evaluations of construction contractors shall be made and distributed in accordance with the following procedures and shall be used in making contractor responsibility determinations. (See §§ 1.900 and 18.106 of this chapter.

§ 18.117–1 Preparation of performance reports.

(a) For each construction contract of $10,000 or more, a performance evaluation report shall be prepared, by the cognizant construction activity, at the time of final acceptance of the work, utilizing DD Form 1596, "Construction Contractor Performance Evaluation Report."

(b) Performance evaluation reports will also be prepared, at the time of termination, for every construction contract over $2,000 that is terminated for default and for every construction contract of $100,000 or more that is terminated for the convenience of the Government.

(c) The head of each procuring activity that awards construction contracts shall establish procedures within his command to assure that fully qualified personnel prepare and review these reports. Normally, the evaluating official should be the officer or civilian who is responsible for supervising the work. The reviewing official should have knowledge of the contractor's performance and normally will be an officer or civilian at a higher organizational level than the evaluating official.

(d) Prior to forwarding an overall unsatisfactory performance report, the evaluating or reviewing official will advise a responsible official of the contractor's organization that an unsatisfactory report is being prepared and the facts on which it is based. Any written comments made by the contractor shall be included in the report and mistakes of fact alleged shall be resolved and made a part of the report.

§ 18.117–2 Distribution of performance reports.

(a) The original of the performance evaluation report for every contract will be retained by the activity preparing the report for a minimum of 6 years after date of the report. In addition, the reviewing official will forward a copy of the following reports to the offices listed in paragraph (b) of this section:

(1) Reports with an overall unsatisfactory evaluation,

(2) Reports which cite outstanding performance, and

(3) Reports for all contracts in excess of $200,000.

(b) Offices to which reports are to be forwarded are as follows:

(1) Office of the Chief of Engineers, Attention: ENGMC–KC, Building T–7, Washington, D.C. 20315.

(2) Contractor Liaison Office, Naval Facilities Engineering Command, Yards and Docks Annex, Washington, D.C. 20390.

(3) Director of Procurement Policy (USAF), Contract Management Division, The Pentagon, Washington, D.C. 20330.

(c) The heads of the activities indicated above are responsible for establishing procedures and practices which will assure appropriate distribution and utilization of performance evaluation data within their respective Departments.

§ 18.117–3 Utilization of performance reports.

In the selection of fully qualified responsible contractors for future awards or negotiations of construction contracts above $100,000, the contracting officer shall obtain from one of the three central data banks listed in § 18.117–2 the following:

(a) A complete transcript of the performance evaluation of the contractor, or

(b) A statement that there is no record on file.

This transcript or statement may be obtained for smaller awards if it is established that they are relevant.

§ 18.903–3 Patent indemnity clause in construction contracts.

(a) Except where complete performance is to be accomplished outside the United States, its possessions, and Puerto Rico, all contracts in excess of $10,000 calling for "construction" as defined in § 18.101–1 shall contain the clause in § 7.602–16 of this chapter (see Standard Form 23–A).

* * * * *

PART 22—SERVICE CONTRACTS

27. Section 22.207–5 is revised, and new Subparts F, G, and H are added, as follows:

§ 22.207–5 Administrative treatment.

Individual experts or consultants who are to render personal services under contract are charged against personnel ceilings in the same way as experts and consultants employed by excepted appointment. Also, the cognizant civilian personnel office must maintain certain records on individual experts and consultants who render personal services. Therefore, the contracting officer shall effect necessary coordination with the cognizant civilian personnel office before award of a contract for personel services, and may also designate the appropriate civilian personnel officer as his representative for the purpose of administering contract provisions relating to benefits, obtaining necessary data from the contractor for tax withholding purposes, and administering applicable conflict of interest provisions.

Subpart F—Contracts for Preparation of Household Goods for Shipment, Government Storage and Intracity or Intraarea Movement

Sec.

AUTHORITY: The provisions of this Subpart F issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 22.601 Policy.

§ 22.601–1 Annual contracts.

Contracts for the preparation of household goods for shipment, storage in a Government facility, and intracity or intraarea movement normally shall be formally advertised. Such contracts shall be for a calendar year or part thereof ending on December 31, except for noncontinuous requirements for shorter periods.

§ 22.601–2 Zones of performance.

The estimated requirements for all activities within an area shall be included in one solicitation. The solicitation shall provide for clearly defined zones of performance. Determination as to the number of zones and boundaries thereof shall take into consideration such matters as total volume, size of

overall area included in the solicitation, and capacity of prospective bidders.

§ 22.601–3 Invitations for bids.

Bids for preparation of household goods for shipment, storage, and intracity or intraarea movement, shall be solicited as provided in § 2.201 of this chapter. Invitations for bids shall include such general provisions and conditions as are required by law and by this subchapter. The clause prescribed by § 13.702 (a) of this chapter shall be included in the Schedule.

§ 22.602 Procedure.

§ 22.602–1 Coordination.

One military activity in each geographic area shall contract for the estimated requirements of all the activities in that area. An activity shall be designated by mutual agreement of the installation contracting officers concerned. The Military Traffic Management and Terminal Service (MTMTS) shall designate the contracting activity when local contracting officers are unable to reach an agreement as to the activity to be designated.

§ 22.602–2 Procurement by purchase order.

When requirements exceed the service available under contracts, services may be obtained by using purchase order procedures (see Subpart F, Part 3 of this chapter), using this subpart as guidance. Recooperage and remarking services shall be procured under such procedure.

§ 22.603 Contract provisions.

The following special clauses and Schedules shall be inserted in all invitations for bids for formally advertised contracts for the preparation of household goods for shipment, storage, and intracity or intraarea movement. Where a requirement does not exist for an item in a schedule, it will be so indicated in the Estimated Quantity block. Commands overseas, except Alaska and Hawaii, may modify the format when necessary to conform with local trade customs and practices and country (including political subdivisions thereof) laws and regulations.

§ 22.603–1 Scope of contract.

SCOPE OF CONTRACT (OCTOBER 1965)

The Contractor shall furnish services and materials for the preparation of household goods and unaccompanied baggage for shipment, servicing of appliances, storage, drayage, and related services, including the furnishing of all materials except shipping containers, unless otherwise directed by the Contracting Officer. Unless otherwise indicated in this contract, the Contractor shall furnish all equipment, plant, labor, and performance of all work in accomplishing containerization (packing and crating) of household goods for overseas or domestic shipment or storage; restenciling; recooperage; drayage of household goods and unaccompanied baggage in connection with or without other services; and decontainerization (unpacking and uncrating) of inbound shipments of household goods.

§ 22.603–2 Period of contract.

PERIOD OF CONTRACT (APRIL 1967)

This contract shall begin January 1, 19__, or the date of award if later, and shall end December 31, 19__, both dates inclusive: *Provided*, However, that any work started before, and not completed by, the expiration of this contract period shall be governed by the terms of this contract.

§ 22.603–3 Indefinite quantities.

INDEFINITE QUANTITIES (APRIL 1967)

The quantities specified herein are estimates only. The amounts which the Contractor may be required to furnish and the Government to accept hereunder shall be the amounts which shall from time to time be ordered hereunder by the Government during the ordering period of this contract. The minimum amount of services which the Government shall order during the period of this contract shall be $100, computed upon the unit prices specified herein; however, the Government shall be entitled to order and the Contractor shall be required to furnish services hereunder amounting to not more than the total estimated quantities set forth in his contract.

§ 22.603–4 Government ordering activities.

GOVERNMENT ORDERING ACTIVITIES (OCTOBER 1965)

The following activities are authorized to issue orders under this contract and to administer the performance thereof:

(Insert the name of each ordering activity.)

§ 22.603–5 Contract zones.

CONTRACT ZONES (APRIL 1967)

Services shall be performed within limits of the zone(s) defined as follows: i.e., Zone I (define geographical boundaries); (Add other zones as needed).

§ 22.603–6 Government's estimated requirements.

GOVERNMENT'S ESTIMATED REQUIREMENTS (APRIL 1967)

(a) The quantities shown by zone for each item in this Invitation for Bids are the Government's estimates of requirements which may be ordered during the period of the contract. Bids shall be evaluated on the basis of these quantities. Because seasonal demands will cause large fluctuations in daily requirements, the Government's estimated daily maximum requirements set forth in (c) below shall be used to determine the need for award of standby contracts.

(b) Since various contract items are interrelated to the extent that performance under one item will affect total capability to perform similar items, the Government's estimated daily maximum requirements, and the Bidder's guaranteed daily capability, are stated in terms of all outbound items, all inbound items, all intracity/intraarea items, and the aggregate of all items.

(c) The Government's estimated maximum daily requirements, excluding Saturdays, Sundays, and Federal Holidays are as follows:

Outbound (Schedule I)	_____lbs.
Inbound (Schedule II)	_____lbs.
Intracity/area (Schedule III)	_____lbs.
Total Estimated Maximum Daily Requirements	_____lbs.

§ 22.603–7 [Reserved]

§ 22.603–8 Award.

AWARD (OCTOBER 1965)

Subject to the provisions contained herein, award generally shall be made to a single Bidder for all the items, for one or more zones, in the Invitation for Bids; however, the Government reserves the right to award on the basis of a schedule of items, for one or more zones, whichever is to the advantage of the Government. Bidders must offer unit prices for each item listed, for one or more zones, in order that bids may be properly evaluated. Failure to do so shall be cause for rejection of the entire bid. Also, bidders failing to guarantee daily capabilities in the space provided in this Invitation for Bids shall be considered not responsive and ineligible for award. The Government reserves the right to award secondary contracts as standby contracts at the unit prices offered unless the Bidder specifies otherwise in its bid. Any bid which stipulates minimum charges or graduated prices for any or all items shall be rejected.

§ 22.603–9 Bidder's facilities and equipment.

BIDDER'S FACILITIES AND EQUIPMENT (APRIL 1967)

(a) As the minimum standard for qualification of a Contractor's warehouse, it must have either (i) an acceptable automatic sprinkler system; (ii) an acceptable automatic fire detection and reporting system; or (iii) a fire contents rate (FCR) of not more than $0.60 per one hundred dollars ($100) per year based on eighty percent (80%) coinsurance factors. (Meeting of this minimum standard does not relieve Contractor of liability set forth in para. 22–603.19.)

(b) The following information shall be furnished by the Contractor upon receipt of award:

(1) *Evidence of the following kinds and minimum amounts of insurance covering work herein to be performed by Contractor and his subcontractors.* The Contractor and subcontractors shall maintain minimum coverage throughout the contract period. Each policy shall contain an indorsement that cancellation or material change in the policy shall not be effective until after a 30-day written notice is furnished to the Contracting Officer.

(i) Workmen's Compensation Insurance $_____.

(ii) Comprehensive General Liability Insurance $_____.

(iii) Automobile Liability Insurance $_____.

(2) Evidence as to compliance with cargo insurance required of common carriers by State laws, Interstate Commerce Commission or regulatory body of the nation or the country in which the contract is being performed.

§ 22.603–10 Schedules of items.

SCHEDULE I

OUTBOUND SERVICES

Item 1. *Complete Service—Outbound.* Service under this item shall include premove survey, servicing of appliances, disassembly of furniture if required, preliminary packing, inventorying, tagging, wrapping, padding, packing, and bracing of goods in Government-owned and furnished shipping containers, Type II or Type III (Type III for Government storage only), described in Federal Specifications PPP _____ 580 _____ at owner's residence and properly securing and sealing for shipment, weighing, marking, strapping, and drayage of loaded container between owner's residence and Contractor's facility within zone(s) described herein. Service provided under this item shall include loading (to include blocking, bracing and sealing) of shipments on line-haul carrier's equipment; temporary holding (interim storage) of the shipment at the Contractor's facility for not more than ten (10) days after completion of containerization service; the

receiving, stacking, protecting, and assembling of Government-furnished shipping containers to be used in conjunction with service under this item. When Type II or III containers will not accommodate all articles of any one lot, loose articles shall be packed in the said containers before any overpacked articles are placed therein. Overflow articles which require packing and crating shall be paid for under Item 11.

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 2. *Complete Service—Outbound.* Service provided under this item shall be the same as under Item 1, except that drayage of the loaded container(s) between Contractor's facility and the military installation shipping office, common carrier terminal, freight station, or team track within zone(s) described herein is required. Packing and crating of overflow articles shall be paid for under Item 12.

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $ _____ Total amount $ _____.
Contractor's guaranteed daily capability _____ lbs.

Item 3. *Outbound (From Nontemporary Storage).* Service provided under this item shall be the same as Item 1 except that: (i) Household goods shall be picked up at a nontemporary storage facility and transported to Contractor's facility; or (ii) household goods shall be delivered to Contractor's facility; and (iii) premove survey, servicing of appliances, preliminary packing, and accessorial services shall not be provided.

(a) *Pickup by Contractor:*

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $ _____ Total amount $ _____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Delivered to Contractor:*

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $ _____ Total amount $ _____.
Contractor's guaranteed daily capability _____ lbs.

Item 4. *Outbound (From Nontemporary Storage).* Service provided under this item shall be the same as that provided under Item 3 except that drayage of loaded containers between Contractor's facility, military installation shipping office, and the common carrier terminal, team track, or freight station within zone(s) described herein is required.

(a) *Pickup by Contractor:*

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $ _____ Total amount $ _____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Delivered to Contractor:*

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 5. *Complete Service—Outbound—(Contractor's Facility).* Service provided under this item shall be the same as under Item 1 except that final containerization shall be performed at the Contractor's facility upon approval of the Contracting Officer.

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amounts $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 6. *Complete Service—Outbound—(Contractor's Facility).* Service provided under this item shall be the same as under Item 2 except that final containerization shall be performed at the Contractor's facility upon approval of the Contracting Officer.

Zone _____ (Provide for additional zones as needed.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 7. *Complete Service—Outbound—(CONEX Containers).* Service provided under this item shall be the same as under Item 1 or Item 5 as appropriate except that the Contractor shall utilize Government-furnished metal shipping containers (CONEX). This service includes pickup and drayage of empty containers to and from Government facility.
Zone _____ (Provide for additional zones as appropriate.)

(a) *At Owner's Residence:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *At Contractor's Facility:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 8. *Complete Service—Outbound (CONEX Containers).* Service provided under this item shall be the same as under Item 2 or Item 6 as appropriate except that Contractor shall utilize Government-furnished metal shipping containers (CONEX). This service includes pickup and drayage of empty containers to and from Government facility.

Zone _____ (Provide for additional zones as needed.)

(a) *At Owner's Residence:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *At Contractor's Facility:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 9. *Outbound Service (CONEX Containers) at Contractor's Facility.* The service provided under this item shall be the same as under Item 3 except that household goods shall be packed in CONEX Type I or II containers or both. This service includes pickup and drayage of empty containers to and from Government facility.

Zone _____ (Provide for additional zones as needed.)

(a) *Pickup by Contractor:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Delivered to Contractor:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 10. *Outbound Service (CONEX Containers) at Contractor's Facility.* The service provided under this item shall be the same as under Item 4 except that household goods shall be packed in CONEX Type I or II containers or both. This service includes pickup and drayage of empty containers to and from Government facility.

Zone _____ (Provide for additional zones as needed.)

(a) *Pickup by Contractor:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Delivered to Contractor:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 11. *Complete Service—Outbound—(Small Lot Shipments of 700 Net Lbs. or Less, Overflow Articles or Shipments Requiring Other Than Type II or III Containers).* Service provided under this item shall be the same as Item 1 except that the loose articles may be drayed to Contractor's facility when authorized by the Contracting Officer for containerization in Government-approved, Contractor-furnished containers.

Zone _____ (Provide for additional zones as needed.)

(a) *Oversea Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.

(b) *Domestic Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.

Item 12. *Complete Service—Outbound—(Small Lot Shipment of 700 Net Pounds or Less, Overflow Articles or Shipments Requiring Other Than Type II or III Containers).* Service provided under this item shall be the same as provided under Item 2.

Zone _____ (Provide for additional zones as needed.)

(a) *Oversea Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Domestic Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 13. *Outbound (From Nontemporary Storage—Contractor Furnished Containers—Small Lot Shipments of 700 Net Lbs. or Less, Overflow Articles or Shipments Requiring Other Than Type II or III Containers).* Service provided under this item shall be the same as Item 3 except that containerization shall be in Government-approved Contractor-furnished containers.

(a) *Pickup by Contractor:*

Zone _____ (Provide for additional zones as needed.)

(1) *Oversea Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(2) *Domestic Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Deliver to Contractor:*

Zone _____ (Provide for additional zones as needed.)

(1) *Oversea Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(2) *Domestic Pack:*

Estimated number of containers by type _____.
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 14. *Outbound Service (From Nontemporary Storage—Contractor Furnished Containers—Small Lot Shipments of 700 Net Lbs. or Less, Overflow Articles and Shipments Requiring Other Than Type II or III Containers).* Service provided under this item shall be the same as provided under Item 4 except that containerization shall be in Government-approved Contractor-furnished containers.

(a) *Pickup by Contractor:*

Zone _____ (Provide for additional zones as needed.)

(1) *Oversea Pack:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(2) *Domestic Pack:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Delivery to Contractor:*

Zone _____ (Provide for additional zones as needed.)

(1) *Oversea Pack:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(2) *Domestic Pack:*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 15. *Containers.* Under this item the Contractor shall supply Type II and III containers (Fed. Spec. PPP _____ 580 _____) when directed by the Contracting Officer. This shall include stenciling the tare weight together with the words "Property of U.S. Government" on one side and one end of the container.

Zone _____ (Provide for additional zones as appropriate.)

Estimated quantity—
Type II _____ Unit price each $_____.
Type III _____ Unit price each $_____.
Total amount $_____.

Item 16. *Packing of Goods of Extraordinary Value.* Service provided under this item shall include furnishing the proper container by the Contractor, inventorying (each item in each container), packing, marking, banding, weighing, and cubing at owner's residence. Drayage of packed container(s) is not required under this item.

Zone _____ (Provide for additional zones as appropriate.)

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 17. *Complete Service (Unaccompanied Baggage).* Service includes pickup, inventorying, weighing, strapping, marking and packing (when required) of unaccompanied baggage containers not exceeding 15 cubic feet. Unaccompanied baggage normally consists of footlockers, trunks, and similar containers and may include owner-furnished, securely locked canvas duffle bags or B–4 type bags when articles therein are not susceptible to breakage. Baggage may consist also of cribs, baby carriages, collapsible play pens, and similar articles; it shall not include articles of furniture. Containers shall be constructed of a light-weight material which will give adequate protection to insure safe delivery. Service provided under this item shall include, when necessary, drayage from owner's residence to Contractor's facility and common carrier's terminal, military installation shipping office, or interim storage.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 18. *Unaccompanied Baggage Packed by Owner.* Service under this item shall provide pickup, weighing, strapping, banding, and marking unaccompanied baggage described in Item 17 which has been packed by owner. Service provided under this item shall include, when necessary, drayage from owner's residence to Contractor's facility and common carrier's terminal, military installation shipping officer, or interim storage.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 19. *Storage.* Service provided under this item shall include short term storage (not to exceed 180 days) of containerized articles subsequent to the interim period specified after completion of containerization at owner's residence or Contractor's facility when specifically ordered by the Contracting Officer. Service performed under this item shall not commence earlier than the eleventh (11th) calendar day (for outbound shipment) from date of completion of containerization service. Date of release from storage shall not be considered in computation of storage charges.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ gross cwt.

Distribution of estimated quantity		Unit price (Noncumulative) per gross cwt.	Subtotal amounts
1–10 days	Gross cwt.	$_____	$_____
11–20 days	Gross cwt.	$_____	$_____
21–30 days	Gross cwt.	$_____	$_____
31–45 days	Gross cwt.	$_____	$_____
46–60 days	Gross cwt.	$_____	$_____
61–90 days	Gross cwt.	$_____	$_____
91–120 days	Gross cwt.	$_____	$_____
121–150 days	Gross cwt.	$_____	$_____
151–180 days	Gross cwt.	$_____	$_____
Total amount			$_____
Contractor's guaranteed monthly capability		Gross cwt.	

Item 20. *Drayage (When Other Services Are Performed).* Service provided under this item shall include drayage as required beyond the zone(s) of performance included in the item specified in the order for service. Drayage shall be paid for at a rate per gross cwt. of shipment per mile of shipment over the shortest practicable route.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ Gross cwt. _____.
Estimated total miles per trip _____.
Unit price per gross cwt. per mile $_____.

Item 21. *Drayage (When Other Services Not Required).* Service under this item shall include drayage as ordered, when other services are not required, at a rate per gross cwt. of shipment per mile of shipment over the shortest practicable route. Service under this item includes the loading and unloading of goods, and placing of same in line-haul carrier terminals or military transportation shipping offices or both. An inventory will be prepared when requested by the Contracting Officer.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ Gross cwt. _____.
Estimated total miles per trip _____.
Unit price per gross cwt. per mile $_____.

Item 22. [Reserved]

SCHEDULE II

INBOUND SERVICES

Item 23. *Complete Service—Inbound.* Service under this item provides pickup of unaccompanied baggage and loaded containers of household goods (except CONEX) from line-haul carrier's terminal, military installation shipping office, storage facility or the Contractor's plant, delivering them to the owner's residence, the uncrating and unpacking, and at the owner's residence as

directed by the owner or his designated representative, servicing of major appliances and removing shipping containers, barrels, boxes, crates, and debris from the owner's residence, and drayage of empty Government containers to Contractor's facility or place of storage as directed by the Contracting Officer. This service also shall include interim storage for not more than fifteen (15) days.

(a) *Household Goods.*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Unaccompanied Baggage.* This normally shall consist of foot lockers, trunks, and similar containers and may also include articles such as cribs, baby carriages, and collapsible playpens.

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.

Item 24. *Complete Unpacking Service (Inbound).* Service provided under this item shall be the same as that provided under Item 23 except that shipments shall be received at Contractor's plant, and drayage from line-haul carrier's terminal, military installation, storage, or other Contractor facility is not required.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

(b) *Unaccompanied Baggage.*

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 25. *Complete Service—Inbound—(CONEX Containers).* Service provided under this item shall be the same as under Item 23 except that such service shall be performed for household goods shipped in CONEX containers. This service shall include drayage of empty CONEX containers to place of storage as directed by the Contracting Officer.

Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 26. *Complete Service—Inbound—(CONEX Containers).* Service provided under this item shall be the same as under Item 25 except that shipments shall be received at Contractor's plant, and drayage from line-haul carrier terminals, military installations, storage or other Contractor's facility is not required.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ lbs.
Unit price per gross cwt. $_____ Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

Item 27. *Storage.* Service provided under this item shall include short-term storage (not to exceed 180 days) of containerized articles in excess of the interim period specified in Items 23, 24, 25, and 26 on inbound shipments, when specifically ordered by the Contracting Officer. Service required under this item shall not commence earlier than the sixteenth (16th) calendar day from date of receipt in Contractor's facility. Date of delivery from storage shall not be considered in computation of storage charges.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ gross cwt.

Distribution of estimated quantity		Unit price (Noncumulative) per gross cwt.	Subtotal amounts
1– 10 days	gross cwt.	$_____	$_____
11– 20 days	gross cwt.	$_____	$_____
21– 30 days	gross cwt.	$_____	$_____
31– 45 days	gross cwt.	$_____	$_____
46– 60 days	gross cwt.	$_____	$_____
61– 90 days	gross cwt.	$_____	$_____
91–120 days	gross cwt.	$_____	$_____
121–150 days	gross cwt.	$_____	$_____
151–180 days	gross cwt.	$_____	$_____
Total amount			$_____
Contractor's guaranteed monthly capability			gross cwt.

Item 28. *Drayage (When Other Services Are Performed).* Service under this item shall include drayage as required beyond the zone(s) of performance included in the item specified in the order for service. Drayage shall be paid for at a rate per gross cwt. of shipment per mile of shipment over the shortest practicable route.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ gross cwt.
Estimated total miles per trip _____.
Unit price per gross cwt. per mile $_____.
Total amount $_____.

Item 29. *Drayage (When Other Services Not Required).* Service under this item shall include drayage as ordered, when other services are not required, at a rate per gross cwt. of shipment per mile per shipment over the shortest practicable route. Service under this item includes loading and unloading of goods, and placing of same in owner's residence. An inventory of individual articles will be prepared when requested by the Contracting Officer.

Zone _____ (Provide for additional zones as appropriate.)
Estimated quantity _____ gross cwt.
Estimated total miles per trip _____.
Unit price per gross cwt. per mile $_____.
Total amount $_____.

Item 30. [Reserved]

SCHEDULE III

INTRACITY AND INTRAAREA MOVES

Item 31. *Complete Service for Intracity and Intraarea Movements.* Service under this item shall be performed in conformance with provisions of MIL–P–22084(SNA) and shall include a premove survey, servicing of appliances and packing at owner's residence to protect goods properly during transit, inventorying, loading, weighing, drayage unloading, unpacking, and placing of goods in owner's new residence as directed by owner or his designated representative, servicing of appliances, and removal of all empty containers and boxes from residence.

Zone _____ (Provide additional zones as needed.)
Estimated quantity _____ net lbs.
Unit price per net cwt. $_____.
Total amount $_____.
Contractor's guaranteed daily capability _____ lbs.

§ 22.603–11 Performance.

PERFORMANCE (OCTOBER 1965)

(a) The services called for hereunder shall be performed in conformance with MIL–STD 212_____, "Preparation of Household Goods for Shipments, Storage, and Related Services", unless otherwise stated herein. All packing service provided by the Contractor under this contract will be subject to a minimum performance standard of _____ net lbs. per gross cu. ft. of container used. This performance may be checked periodically by the Contracting Officer. Labor employed to perform pickup and delivery, inventorying, packing, crating, weighing, marking, loading, hauling, drayage, unpacking, blocking, bracing, and other services described herein shall be competent in the performance of such services.

(b) Inventory of shipment shall be accomplished pursuant to provisions of MIL–STD–212 _____.

(c) All services shall be performed in accordance with the priority order established by the Contracting Officer.

(d) "Military Standard-Preparation of Household Goods for Shipment and Storage and Related Services" (MIL–STD–212 _____) and applicable specifications referred to herein are available in the local Procurement or Transportation Offices.

§ 22.603–12 Time requirements.

TIME REQUIREMENTS (APRIL 1967)

(a) The Contractor shall commence containerization of household goods or unaccompanied baggage at owner's residence or Contractor's facility on the date specified by the Contracting Officer. If containerization is authorized at Contractor's facility, the household goods or unaccompanied baggage as required, shall be picked up on the date(s) specified. Unless a longer period is authorized by the Contracting Officer, the maximum packing and crating time allowed at the Contractor's facility shall be eight (8) working days from specified pickup date for household goods and three (3) working days from specified pickup date for unaccompanied baggage.

(b) The Contracting Officer or his designated representative shall give the Contractor notice to commence containerization or to pick up household goods or baggage shipments at least twenty-four (24) hours prior to the date and time specified.

(c) Delivery or removal of household goods or unaccompanied baggage to or from owner's residence, or packing and crating of household goods or unaccompanied baggage at owner's residence, shall be accomplished between the hours of 8 a.m. and 5 p.m. Monday through Friday only, Federal holidays excluded, unless the owner, his authorized agent, or the Contracting Officer authorizes such services to be accomplished earlier or later than the hours specified.

(d) The Contractor shall accept and pick up inbound shipments of household goods, effect delivery thereof to the destination, and shall unload, unpack, and uncrate the same on the date specified by the Contracting Officer during the working hours set forth above. Delivery shall be effected within two (2) working days from date of pickup/receipt unless otherwise indicated.

§ 22.603–13 Permits and licenses.

PERMITS AND LICENSES (OCTOBER 1965)

(a) Bidder certifies that he or his subcontractor has those valid permits, operating or other authorization required by Federal, State, or foreign regulatory bodies to perform services called for herein.

(b) ICC Operating Authority Number _____.

(c) If any authorization is revoked or withdrawn during the life of the contract, the Contractor shall immediately notify the Contracting Officer of such fact in writing.

§ 22.603–14 Demurrage.

DEMURRAGE (OCTOBER 1965)

The Contractor shall be liable for all demurrage or other charges accruing as a result of his failure to remove shipments from

freight cars, freight terminals, vessel piers, or warehouses within the free time allowed under applicable rules and tariffs.

§ 22.603–15 Vans.

VANS (OCTOBER 1965)

Vans used in transporting unpacked and uncrated furniture shall be of the closed type and shall be supplied with sufficient clean, sanitary pads, covers, and other equipment to protect household goods adequately during transit and delivery. Vehicles used in transporting packed and crated personal property may be of the open type provided a weatherproof tarpaulin is used to protect the shipment.

§ 22.603–16 Disposition of packing materials and containers.

PACKING MATERIAL (OCTOBER 1965)

(a) The Contractor shall remove all packing and crating materials from the owner's residence including Government containers. Soiled packing materials shall not be reused.

(b) Title to all household goods, crates, or metal shipping boxes (CONEX) furnished by the Government shall remain with the Government. All Contractor-furnished containers shall become Government property upon their use in performing services ordered under this contract.

(c) The Contractor shall store Government property under protective cover.

§ 22.603–17 Drayage.

DRAYAGE (APRIL 1967)

(a) Drayage under the Schedules of items in this contract shall include all outbound or inbound hauling of loose articles or containerized shipments and return of empty Government containers from owner's residence or storage point (other than Contractor's facility) to Contractor's facility, common carrier's terminal, freight station, warehouse, military installation shipping office, or pier as directed by the Contracting Officer. When pickup is part of the line haul service, Contractor shall perform loading on freight forwarder or carrier equipment at Contractor's facility. Payment shall not be made for drayage performed within the zones awarded.

(b) Repositioning of Government containers between Contractor's facilities shall be at no additional cost to the Government.

(c) Payment for drayage shall be made at a rate per mile per Gross hundredweight of shipment per shipment over the shortest practicable route.

§ 22.603–18 Interim storage.

INTERIM STORAGE (OCTOBER 1965)

Interim storage of packed and crated household goods for the periods specified by contract Schedules herein shall be furnished by the Contractor without additional cost to the Government. Any expense for furnishing interim storage (when required) shall be included in prices bid for items which provide for such storage. Interim storage for outbound shipments is defined as the period of time between completion of the services ordered (evidenced by receipt of the original packing list by the Contracting Officer) and receipt by the Contractor of final disposition instructions. Interim storage for inbound shipments is defined as the period of time between pickup of loaded containers and receipt by the Contractor of final disposition instructions.

§ 22.603–19 Liability.

LIABILITY (OCTOBER 1965)

(a) The words "reasonable time" as used in the following paragraph mean a period of time not to exceed two (2) years after the time the owner discovers loss or damage to his property or the time he should have discovered the loss or damage if he had exercised due diligence. The word "article" as used in the following paragraph means any shipping piece or package and the contents thereof.

(b) During the period of this contract and for a reasonable time, the Contractor agrees to indemnify the owner for loss or damage to the owner's property which arises from any cause while it is in the Contractor's possession as follows:

(i) *Nonnegligent Damage.* The Contractor shall indemnify owners for any loss or damage to their property which results from any cause, other than the Contractor's negligence, at a rate of not to exceed sixty cents (60¢) per pound per article.

(ii) *Negligent Damage.* When loss or damage is caused by the negligence of the Contractor, he shall be liable for the full cost of satisfactory repair or for the replacement value of the article.

The Contractor shall make prompt payment to the owner of the property for any loss or damage for which the Contractor is liable.

§ 22.603–20 Shipments.

SHIPMENTS (OCTOBER 1965)

Shipments shall be accompanied, if delivered to a common carrier, by Government Bill of Lading issued by the transportation officer. Copies 2, 3, and 4 of the Government Bill of Lading shall be given to the carrier, and all remaining copies receipted by the carrier shall be returned to the transportation officer. Under no circumstances shall these copies be retained by the Contractor more than twenty-four (24) hours after shipment has been delivered to the carrier, Saturday, Sunday and Federal holidays excepted. When household goods are shipped via freight forwarder, the original Government Bill of Lading shall be given to the initial agent of the freight forwarder for conveyance to the consignee. This is in addition to those copies normally furnished to a carrier. The following certification shall be placed on all copies of the Government Bill of Lading for signature by the initial agent of the freight forwarder, in the name of the forwarder: "Initial Carrier's agent, by signature below, certifies he received the original bill of lading."

§ 22.603–21 Erroneous shipments.

ERRONEOUS SHIPMENTS (OCTOBER 1965)

(a) It shall be the responsibility of the Contractor at his expense to have articles of personal effects and household goods which he inadvertently packed with goods of other than the rightful owner forwarded to the rightful owner by the quickest means of transportation.

(b) Further, it shall be the responsibility of the Contractor to insure that all shipments have been stenciled correctly. When a shipment is forwarded to an incorrect address due to incorrect stenciling by the Contractor or its personnel, the shipment shall be returned with the least possible delay to its rightful owner by a mode of transportation selected by the transportation officer. The Contractor shall be liable for all costs incurred including charges for preparation, drayage, and transportation.

§ 22.603–22 Marking and weighing instructions.

MARKING AND WEIGHING INSTRUCTIONS (OCTOBER 1965)

(a) All marking shall be stenciled in accordance with MIL–STD–212 ——. Lettering must be at least 1½ inches in height when the size of the container permits, and in no case less than ¾ of an inch, and spaced in such a manner as to be easily read. All containers of professional books, papers or equipment shall be stenciled "Professional Books, Papers, Equipment" and their weights shall be shown separately on packing lists.

(b) Containers shall be marked with consecutive numbers for each lot of articles contained therein (e.g., Box 1 of 4, Box 2 of 4, etc.) and shall be so listed and identified on the packing list.

(c) Washing machines, refrigerators, radios, and other items which must be kept in an upright position shall have the following notice conspicuously printed on two sides of the container: "Notice to any agent, checker,. or owner on receiving this piece. Should container be damaged in any way or if contents are loose, make an exception when receipting for the article. Please note all exceptions.".

§ 22.603–23 Weight certificates.

WEIGHT CERTIFICATES (OCTOBER 1965)

(a) A weight certificate, in triplicate, from a certified scale or weighmaster shall be submitted to the transportation officer for all outbound shipments.

(b) To determine the net weight of inbound household goods shipments, when such weight is not shown on the Government Bill of Lading, the tare weight indicated on the container shall be deducted from the gross weight on the container or on the Government Bill of Lading. The net weight shall be annotated on the Government Bill of Lading.

(c) When inbound shipments include shipping containers other than Type II or III (PPP —— 580 ——), the tare weight shall be determined in the same manner as in (b) above and such weight shall be deducted from the gross weight set forth on the shipping container or on the Government Bill of Lading, to determine the net weight of the household goods.

§ 22.603–24 Inventory of damaged material.

INVENTORY OF DAMAGED MATERIAL (OCTOBER 1965)

It shall be the responsibility of the Contractor when making delivery to prepare a separate inventory listing all articles lost or damaged and describing such loss or damage. This inventory shall be submitted to the transportation officer within seven (7) days after the delivery of the goods.

Subpart G—Contracts for Laundry and Dry Cleaning Services

Sec.

AUTHORITY: The provisions of this Subpart G issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 22.700 Scope of subpart.

This subpart contains instructions for the preparation and use of contracts for laundry and dry cleaning services within the United States. It may be used as guidance in all other locations.

§ 22.701 General policy.

Except for laundry and dry cleaning services procured under small purchase procedures, the normal method of obtaining contracts for laundry and dry cleaning services shall be by formal

advertising. The term of such contracts normally shall be for one year but shall not extend beyond the then current fiscal year.

§ 22.702 Solicitation provisions.

All solicitations for laundry and dry cleaning services shall include provisions as set forth below.

§ 22.702–1 Instructions to bidders.

INSTRUCTIONS TO BIDDERS (APRIL 1967)

(a) Bids must include unit prices for each item in a lot. Failure to bid on any item in a lot shall be cause for rejection of the bid on that lot. Bids shall be evaluated on the basis of the estimated quantities stated in the invitation. Subject to the provision contained herein, award generally shall be made to a single bidder for all lots. The Government reserves the right, however, to award by individual lot when the Contracting Officer determines that this is more advantageous to the Government.

(b) Upon application to the Contracting Officer, types of articles to be serviced may be inspected prior to bidding.

§ 22.702–2 Schedule format.

Set forth below is an example of a schedule format suitable for use in solicitations. The estimated quantities are only illustrative.

Item No.	Item	Estimated quantity for contract period	Unit	Unit price	Amount
	LOT I				
	LAUNDERING				
1	Pillowcase (P)	100,000	each		
2	Nurses Uniform, with belt (S) (P) (OH)*	25,000	each		
3	Slippers	50,000	pair		
	LOT II				
	DRY CLEANING				
4	Curtains	500	each		
5	Trousers (P)	5,000	each		
	LOT III**				
	INDIVIDUAL LAUNDRY				
6	Individual bundle (26 piece)	1,000	each		
7	Individual bundle (13 piece)	1,000	each		

*(S)—Starched, (P)—Pressed, (OH)—Item delivered on hanger (hanger included in unit price), and ( ) other instructions as required.
**Include in contracts containing the individual laundry clause in § 7.1401–12 of this chapter.

Subpart H—Rental of Motor Vehicles

Sec.
22.800 Scope of subpart.
22.801 Type of contract.
22.802 Limitation on use.
22.802–1 Prestige motor vehicles.
22.802–2 Authority to rent motor vehicles.
22.802–3 Age of vehicles.
22.803 Schedule provisions.

AUTHORITY: The provisions of this Subpart H issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 22.800 Scope of subpart.

Procurement procedures peculiar to contracts for the rental of limousines, sedans, and station wagons from commercial concerns, with the driver provided by the Department of Defense, are set forth in this subpart. Detailed procedures concerning the rental of motor vehicles are contained in "Joint Procedures for Management of Administrative Use Motor Vehicles" (AR 58–1; OPNAV P 44–2; AFM 77–1; MCO P11240.46; DSAR 4510.5). Contract clauses for the rental of motor vehicles are prescribed in Subpart O, Part 7 of this chapter.

§ 22.801 Type of contract.

Contracts for the rental of motor vehicles shall be of either a definite quantity or an indefinite quantity type, providing for payment on a flat rate basis or a combination of flat rate and mileage basis.

§ 22.802 Limitation on use.

Contracts for the rental of vehicles are subject to the following limitations.

§ 22.802–1 Prestige motor vehicles.

Prestige motor vehicles (limousines, heavy sedans, and medium sedans) may be rented only for use in accordance with and subject to the approval required in the Joint Procedures for Management of Administrative Use Motor Vehicles.

§ 22.802–2 Authority to rent motor vehicles.

(a) Contracts for the rental of motor vehicles may be entered into by the contracting officer:

(1) For periods not exceeding 30 days without regard to established allowances, when required to satisfy peak load, unusual, or emergency requirements. This authority shall not be used, however, to provide transportation for normal, routine requirements for which allowances have been established and vehicles provided;

(2) For periods not exceeding 90 days, within any 12 consecutive months, to provide transportation for normal, routine purposes to the extent Department of Defense owned vehicles have not been supplied to fill established allowances; and

(3) After prior approval as required in accordance with the Joint Procedures for Management of Administrative Use Motor Vehicles—

(a) For periods in excess of those specified in subparagraphs (1) and (2) of this paragraph; requests for approval shall include justification, number of vehicles by type, the total estimated contract cost, and the anticipated period of use; and

(b) For the rental of vehicles not in conformance with the body design, weight, equipment, accessories, or other features which would have been authorized if Department of Defense owned vehicles had been provided.

§ 22.802–3 Age of vehicles.

Generally, solicitations shall not be limited to the current year's production models. However, with the prior approval of the Head of the Procuring Activity concerned or his designee, such solicitations may be limited to current models on the basis of overall economy.

§ 22.803 Schedule provisions.

The Schedule of each solicitation or resulting contract shall set forth:

(a) Contract period;

(b) Scope of contract;

(c) Special payment provisions;

(d) A listing of the number and types of vehicles being rented;

(e) Rates applicable to each type of vehicle;

(f) Equipment and accessories to be provided with each vehicle;

(g) A provision as to the furnishing of gasoline, motor oils, antifreeze, etc.;

(h) Unless a prior determination has been made that it will be more economical for the Department of Defense to perform the work, a statement that the contractor shall perform all maintenance on the vehicles;

(i) A statement as to pertinent state and local laws and regulations;

(j) The responsibilities of the parties in the event of the malfunctioning of the vehicles;

(k) The responsibilities of the parties for emergency repairs and services; and

(l) Performance bonds, if required.

PART 30—APPENDICES TO ARMED SERVICES PROCUREMENT REGULATIONS

§ 30.3 [Amended]

29. In § 303.3, under item 305, the reference "4–214.4" is changed to read "4–116.4".

[Rev. 22, ASPR, Apr. 3, 1967] (Sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314)

KENNETH G. WICKHAM,
Major General, U.S. Army,
The Adjutant General.

[F.R. Doc. 67–7857; Filed, July 10, 1967; 8:45 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 2—FREQUENCY ALLOCATIONS AND RADIO TREATY MATTERS: GENERAL RULES AND REGULATIONS

Order

In the matter of amendment of Part 2, Subpart G of the Commission's rules and regulations to effect certain editorial changes therein.

The Commission having under consideration the desirability of making certain editorial changes in Part 2, Subpart G of its rules and regulations; and

It appearing, That the amendments adopted herein are editorial in nature, and, therefore, prior publication of notice of proposed rule making under the provisions of section 4 of the Administrative Procedure Act is unnecessary, and the amendments may become effective immediately; and

It further appearing, That the amendments adopted herein are issued pursuant to authority contained in sections 4(i), (5) (d) (1), and 303(r) of the Communications Act of 1934, as amended, and § 0.261(a) of the Commission's rules;

It is ordered, This 3d day of July 1967, that effective July 10, 1967, Part 2, Subpart G is amended as set forth in the appendix below.

Released: July 3, 1967.

(Secs. 4, 5, 303, 48 Stat., as amended, 1066, 1068, 1082; 47 U.S.C. 154, 155, 303)

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

APPENDIX

In Subpart G §§ 2.601, 2.602, and 2.603 are revised to read as follows:

§ 2.601 General.

This subpart is corrected to July 1, 1967. The Commission does not distribute copies of these documents. Inquiry may be made to the U.S. Government Printing Office concerning availability for purchase.

§ 2.602 Citation abbreviations used in this subpart.

Trenwith—Treaties, Conventions, International Acts, Protocols, and Agreements between the United States of America and Other Powers, 1923–37 (compiled under S. Res. No. 132, 75th Cong., 1st sess.).

LNTS—League of Nations Treaty Series.
Stat.—United States Statutes at Large.
UST—United States Treaties and Other International Agreements.
TS—Treaty Series.
EAS—Executive Agreement Series.
TIAS—Treaties and Other International Acts Series.

§ 2.603 Treaties and other international agreements relating to radio.

(a) The applicable treaties and other international agreements in force relating to radio and to which the United States of America is a party (other than reciprocal operating agreements for radio amateurs) are listed below:

Date	Citations	Subject
1925	IV Trenwith 4248, 4250 and 4251. TS 724-A.	US-UK (also for Canada and Newfoundland) Bilateral Arrangements providing for the Prevention of Interference by Ships off the Coasts of these Countries with Radio Broadcasting. Effected by exchange of notes Sept. and Oct., 1925. Entered into force Oct. 1, 1925.
1928 and 1929	102 LNTS 143. TS 767-A.	US-Canada Arrangement governing Radio Communications between Private Experimental Stations. Effected by exchange of notes at Washington Oct. 2 and Dec. 29, 1928, and Jan. 12, 1929. Entered into force Jan. 1, 1929. Continued by the arrangement contained in EAS 62.
1929	IV Trenwith 4787. TS 777-A.	US-Canada (including Newfoundland) Arrangement relating to Assignment of High Frequencies on the North American Continent. Effected by exchange of notes at Ottawa Feb. 26 and 28, 1929. Entered into force Mar. 1, 1929. (Originally, Cuba was also a party to this arrangement, but by virtue of notice to the Canadian Government, it ceased to be a party effective Oct. 5, 1933.)
1934	48 Stat. 1876. EAS 62.	US-Canada Arrangement relative to Radio Communications between Private Experimental Stations and between Amateur Stations. Continues the arrangement contained in TS 767-A. Effected by exchange of notes at Ottawa Apr. 23, and May 2 and 4, 1934. Entered into force May 4, 1934.
1934	49 Stat. 3353. EAS 66.	US-Peru Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Lima Feb. 16 and May 23, 1934. Entered into force May 23, 1934.
1934	49 Stat. 3067. EAS 72.	US-Chile Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Santiago Aug. 2 and 17, 1934. Entered into force Aug. 17, 1934.
1937	53 Stat. 1576. TS 938.	Inter-American Radio Communications Convention between the United States and Other Powers. Signed at Havana Dec. 13, 1937. (First Inter-American Radio Conference.) Entered into force for the United States July 21, 1938, for Parts I, III and IV; Apr. 17, 1939, for Part II. Part II of the Convention (Inter-American Radio Office) terminated for all parties Dec. 20, 1958 (TIAS 4079).
1938	54 Stat. 1675. TS 949.	Regional Radio Convention between the United States (in behalf of the Canal Zone) and Other Powers. Signed at Guatemala City Dec. 8, 1938. Entered into force Oct. 8, 1939.
1938	53 Stat. 2092. EAS 142.	US-Canada Agreement regarding Radio Communications between Alaska and British Columbia. Effected by exchange of notes at Washington June, July, Aug., Sept., Oct., Nov., and Dec., 1938. Entered into force Aug. 1, 1938.
1939	53 Stat. 2157. EAS 143.	US-Canada Arrangement governing the Use of Radio for Civil Aeronautical Services. Effected by exchange of notes at Washington Feb. 20, 1939. Entered into force Feb. 20, 1939.
1940	54 Stat. 2483. EAS 196.	US-Mexico Agreement relating to Radio Broadcasting. Effected by exchange of notes at Mexico Aug. 24 and 28, 1940. Entered into force Mar. 29, 1941.
1940	60 Stat. 1696. TIAS 1527.	US-USSR Agreement on Organization of Commercial Radio Teletype Communication Channels. Signed at Moscow May 24, 1946. Entered into force May 24, 1946.
1947	61 Stat. (3) 3131. TIAS 1652.	US-UK Agreement regarding Standardization of Distance Measuring Equipment. Signed at Washington Oct. 13, 1947. Entered into force Oct. 13, 1947.
1947	61 Stat. (4) 3416. TIAS 1676.	US-UN Agreement relative to Headquarters of the United Nations. Signed at Lake Success June 26, 1947. Entered into force Nov. 21, 1947. Supplemented by the agreement contained in TIAS 5961 which was signed Feb. 9, 1966.
1947	61 Stat. (4) 3800. TIAS 1726.	US-Canada Agreement providing for Frequency Modulation Broadcasting in Channels in the Radio Frequency Band 88-108 Mc/s. Effected by exchange of notes at Washington Jan. 8 and Oct. 15, 1947. Entered into force Oct. 15, 1947.
1948	9 UST 621. TIAS 4044.	Intergovernmental Maritime Consultative Organization (IMCO) Convention. Signed at Geneva Mar. 6, 1948. Entered into force Mar. 17, 1958.
1949	3 UST (2) 2686. TIAS 2435.	London Telecommunications Agreement between the United States and Certain British Commonwealth Governments. Signed at London Aug. 12, 1949. Entered into force Feb. 24, 1950. Amended by the agreement contained in TIAS 2705 which was signed Oct. 1, 1952.
1949	3 UST (3) 3064. TIAS 2489.	Inter-American Radio Agreement between the United States and Canada and Other American Republics. Signed at Washington July 9, 1949. (Fourth Inter-American Radio Conference.) Entered into force Apr. 13, 1952, subject to the provisions of Article 13.
1950	3 UST (2) 2672. TIAS 2433.	US-Ecuador Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Quito Mar. 16 and 17, 1950. Entered into force Mar. 17, 1950.
1950	11 UST 413. TIAS 4460.	North American Regional Broadcasting Agreement (NARBA). Signed at Washington Nov. 15, 1950. Entered into force Apr. 19, 1960. Effective between United States, Canada, Cuba, Dominican Republic, and the United Kingdom of Great Britain and Northern Ireland for the Bahama Islands. Ratification on behalf of Jamaica pending.
1950 and 1951	2 UST (1) 683. TIAS 2223.	US-Liberia Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Monrovia Nov. 9, 1950, and Jan. 8, 9, and 10, 1951. Entered into force Jan. 11, 1951.
1951	3 UST (3) 3787. TIAS 2508.	US-Canada Convention relating to the Operation by Citizens of Either Country of Certain Radio Equipment or Stations in the Other Country. Signed at Ottawa Feb. 8, 1951. Entered into force May 15, 1952.
1951	3 UST (2) 2860. TIAS 2459.	US-Cuba Agreement concerning the Control of Electromagnetic Radiation. Effected by exchange of notes at Havana Dec. 10 and 18, 1951. Entered into force Dec. 18, 1951.
1951 and 1952	3 UST (3) 3892. TIAS 2520.	US-Cuba Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Havana Sept. 17, 1951, and Feb. 27 1952. Entered into force Feb. 27, 1952.

Date	Citations	Subject
1952	3 UST (4) 4926 TIAS 2566.	US-Canada Agreement for the Promotion of Safety on the Great Lakes by Means of Radio. The agreement applies to vessels of all countries as provided for in Article 3. Signed at Ottawa Feb. 21, 1952. Entered into force Nov. 13, 1954.
1952	3 UST (7) 4443 TIAS 2594.	US-Canada Agreement relating to the Assignment of Television Frequency Channels along United States-Canadian Border. Effected by exchange of notes at Ottawa Apr. 23 and June 23, 1952. Entered into force June 23, 1952.
1952	3 UST (4) 3140 TIAS 2705.	London Revision (1952) of the London Telecommunications Agreement (1949) between the United States and Certain British Commonwealth Governments. Signed at London Oct. 1, 1952. Entered into force Oct. 1, 1952. This amends the agreement contained in TIAS 2435 signed Aug. 12, 1949.
1953	5 UST (3) 2840 TIAS 3138.	US-Canada Understanding relating to the Sealing of Mobile Radio Transmitting Equipment. Effected by exchange of notes at Washington Mar. 9 and 17, 1953. Entered into force Mar. 17, 1953.
1956	7 UST 2179 TIAS 3617.	US-Panama Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Panama July 19 and Aug. 1, 1956. Entered into force Sept. 1, 1956.
1956	7 UST 2839 TIAS 3665.	US-Costa Rica Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Washington Aug. 13 and Oct. 19, 1956. Entered into force Oct. 19, 1956.
1956	7 UST 3159 TIAS 3694.	US-Nicaragua Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Managua Oct. 8 and 16, 1956. Entered into force Oct. 16, 1956.
1957	12 UST 734 TIAS 4777.	US-Mexico Agreement regarding Radio Broadcasting in the Standard Broadcast Band. Signed at Mexico Jan. 29, 1957. Entered into force June 9, 1961. Amended by the protocol contained in TIAS 6210 signed Apr. 13, 1966.
1957	9 UST 1037 TIAS 4079.	Multilateral Declaration between the United States and Other Powers terminating Part II (Inter-American Radio Office) of the Inter-American Radio Communications Convention of Dec. 13, 1937 (TS-938). Signed at Washington Dec. 20, 1957. Entered into force Dec. 20, 1957. Additionally, a Contract on the Exchange of Notifications of Radio Broadcasting Frequencies between the Pan American Union, the United States and Other Powers was signed at Washington Dec. 20, 1957. Entered into force Jan. 1, 1958.
1958	9 UST 1091 TIAS 4089.	US-Mexico Agreement regarding Allocation of Ultra High Frequency Channels to Land Border Television Stations. Effected by exchange of notes at Mexico July 16, 1958. Entered into force July 16, 1958.
1958	10 UST 2423 TIAS 4390	Telegraph Regulations (Geneva Revision, 1958) Annexed to the International Telecommunication Convention. Signed at Geneva Nov. 20, 1958. Entered into force Jan. 1, 1960.
1959	10 UST 1449 TIAS 4295.	US-Mexico Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Mexico July 31, 1959. Entered into force Aug. 30, 1959.
1959 and 1960	11 UST 257 TIAS 4462.	US-Honduras Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Tegucigalpa Oct. 26, 1959, and Feb. 17, 1960, and related note of Feb. 19, 1960. Entered into force Mar. 17, 1960.
1959	10 UST 3009 TIAS 4394.	US-Venezuela Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Caracas Nov. 12, 1959. Entered into force Dec. 12, 1959.
1959	12 UST 2377 TIAS 4893.	International Radio Regulations Annexed to the International Telecommunication Convention. Signed at Geneva Dec. 21, 1959. Entered into force with respect to the United States Oct. 23, 1961. Revised by the Partial Revision of the Radio Regulations, Geneva, 1959, signed at Geneva Nov. 8, 1963 (TIAS 5603).
1960	11 UST 1 TIAS 4299.	US-Haiti Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Port-au-Prince Jan. 4 and 6, 1960. Entered into force Feb. 5, 1960.
1960	16 UST 185 TIAS 5780.	International Convention for the Safety of Life at Sea and Annexed Regulations. Signed at London June 17, 1960. Entered into force May 26, 1965.
1960	11 UST 2229 TIAS 4596.	US-Paraguay Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Asuncion Aug. 31 and Oct. 8, 1960. Entered into force Nov. 5, 1960.
1961	TIAS 6115.	US-Uruguay Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Montevideo Sept. 12, 1961. Entered into force Sept. 26, 1966.
1961	12 UST 1695 TIAS 4888.	US-Bolivia Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at La Paz Oct. 23, 1961. Entered into force Nov. 22, 1961.
1962	13 UST 997 TIAS 5043.	US-Mexico Agreement relating to the Assignment of VHF Television Channels along United States-Mexican Border. Effected by exchange of notes at Mexico Apr. 18, 1962. Entered into force Apr. 18, 1962.
1962	13 UST 411 TIAS 5001.	US-El Salvador Arrangement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at San Salvador Apr. 5, 1962. Entered into force May 5, 1962.
1962	13 UST 2418 TIAS 5205.	US-Canada Agreement relating to the Coordination and Use of Radio Frequencies above 30 Mc/s. Effected by exchange of notes at Ottawa Oct. 24, 1962. Entered into force Oct. 24, 1962. The technical annex to this agreement was revised by the agreement contained in TIAS 5833, which was signed June 16 and 24, 1965.
1963	14 UST 837 TIAS 5360.	US-Dominican Republic Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Santo Domingo Apr. 18 and 22, 1963. Entered into force May 22, 1963.
1963	15 UST 887 TIAS 5603.	Partial Revision of the Radio Regulations, Geneva, 1959. Signed at Geneva Nov. 8, 1963. Entered into force Jan. 1, 1965.
1963	14 UST 1754 TIAS 5483.	US-Colombia Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Bogota Nov. 16 and 29, 1963. Entered into force Dec. 29, 1963.
1964	15 UST 1705 TIAS 5646.	US-Other Governments Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and Special Agreement. Done at Washington Aug. 20, 1964. Entered into force Aug. 20, 1964. Additionally, a Supplementary Agreement on Arbitration was done at Washington June 4, 1965. Entered into force Nov. 21, 1966.
1965	16 UST 821 TIAS 5816.	US-Brazil Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Washington June 1, 1965. Entered into force June 1, 1965.
1965	16 UST 923 TIAS 5833.	US-Canada Agreement regarding Coordination and Use of Radio Frequencies above 30 Mc/s Revising the Technical Annex to the Agreement of Oct. 24, 1962 (TIAS 5205). Effected by exchange of notes at Ottawa June 16 and 24, 1965. Entered into force June 24, 1965.
1965	16 UST 883 TIAS 5827.	US-Israel Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Washington July 7, 1965. Entered into force Aug. 6, 1965.
1965		International Telecommunication Convention. Signed at Montreux Nov. 12, 1965. Entered into force with respect to the United States May 29, 1967.
1966	17 UST 74 TIAS 5961.	US-UN Agreement regarding Headquarters of the United Nations Supplementing the Agreement of June 26, 1947 (TIAS 1676). Signed at New York Feb. 9, 1966. Entered into force Feb. 9, 1966. Amended by the agreement contained in TIAS 6176 which was signed Dec. 8, 1966.
1966	TIAS 6210.	US-Mexico Protocol regarding Radio Broadcasting in the Standard Broadcast Band Amending the Agreement of Jan. 29, 1957 (TIAS 4777). Signed at Mexico Apr. 13, 1966. Entered into force Jan. 12, 1967.
1966	TIAS 6176.	US-UN Agreement regarding Headquarters of the United Nations Amending the Supplemental Agreement of Feb. 9, 1966 (TIAS 5961). Effected by exchange of notes at New York Dec. 8, 1966. Entered into force Dec. 8, 1966.
1967	TIAS 6244.	US-Argentina Agreement regarding Radio Communications between Amateur Stations on Behalf of Third Parties. Effected by exchange of notes at Buenos Aires Mar. 31, 1967. Entered into force Apr. 30, 1967.
1967		US-Canada Agreement relating to Pre-Sunrise Operation of Certain Standard (AM) Radio Broadcasting Stations. Effected by exchange of notes at Ottawa Mar. 31 and June 12, 1967. Entered into force June 12, 1967.

(b) The applicable agreements in force between the United States and another country relating to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country are as follows:

Date	Citations	Subject
1964	15 UST 1787; TIAS 5649.	US-Costa Rica Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at San Jose Aug. 17 and 24 1964. Entered into force Aug. 24, 1964.
1965	16 UST 93; TIAS 5766.	US-Dominican Republic Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Santo Domingo Jan. 28 and Feb 2, 1965. Entered into force Feb. 2, 1965.
1965	16 UST 165; TIAS 5777.	US-Bolivia Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at La Paz Mar. 16, 1965. Entered into force Apr. 15, 1965.
1965	16 UST 181; TIAS 5779.	US-Ecuador Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Quito Mar. 26, 1965. Entered into force Mar. 26 1965.
1965	16 UST 817; TIAS 5815.	US-Portugal Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Lisbon May 17 and 26, 1965. Entered into force May 26, 1965.
1965	16 UST 869; TIAS 5824.	US-Belgium Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Brussels June 15 and 18, 1965. Entered into force June 18, 1965.
1965	16 UST 973; TIAS 5836.	US-Australia Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Canberra June 25, 1965. Entered into force June 25, 1965.
1965	16 UST 1160; TIAS 5866.	US-Peru Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Lima June 28 and Aug. 11, 1965. Entered into force Aug. 11, 1965.
1965	16 UST 1746; TIAS 5900.	US-Luxembourg Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Luxembourg July 7 and 29, 1965. Entered into force July 29, 1965.
1965	16 UST 1131; TIAS 5856.	US-Sierra Leone Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Freetown Aug. 14 and 16, 1965. Entered into force Aug. 16, 1965.
1965	16 UST 1742; TIAS 5899.	US-Colombia Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Bogota Oct. 19 and 28, 1965. Entered into force Nov. 28, 1965.
1965	16 UST 2047; TIAS 5941.	US-UK Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at London Nov. 26, 1965. Entered into force Nov. 26, 1965.
1966	17 UST 328; TIAS 5978.	US-Paraguay Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Asuncion Mar. 18, 1966. Entered into force Mar. 18, 1966.
1966	17 UST 719; TIAS 6022.	US-France Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Paris May 3, 1966, with related notes of June 29 and July 6, 1966. Entered into force July 1, 1966.
1966	17 UST 813; TIAS 6038.	US-India Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at New Delhi May 16 and 25, 1966. Entered into force May 25, 1966.
1966	17 UST 760; TIAS 6028.	US-Israel Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Washington June 15, 1966. Entered into force June 15, 1966.
1966	TIAS 6189.	US-Netherlands Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at The Hague June 22, 1966. Entered into force Dec. 21, 1966.
1966	17 UST 1120; TIAS 6066.	US-Federal Republic of Germany Arrangement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Bonn June 23 and 30, 1966. Entered into force June 30, 1966.
1966	17 UST 1039; TIAS 6061.	US-Kuwait Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Kuwait July 19 and 24, 1966. Entered into force July 19, 1966.
1966	TIAS 6112.	US-Nicaragua Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Managua Sept. 3 and 20, 1966. Entered into force Sept. 20, 1966.
1966	TIAS 6159.	US-Panama Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Panama Nov. 14, 1966. Entered into force Nov. 14, 1966.
1966 and 1967		US-Honduras Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Tegucigalpa Dec. 29, 1966, Jan. 24 and Apr. 17, 1967. Entered into force Apr. 17, 1967.
1967		US-Switzerland Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Bern Jan. 12 and May 16, 1967. Entered into force May 16, 1967.
1967		US-Trinidad and Tobago Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Port of Spain Jan. 14 and Mar. 16, 1967. Entered into force Mar. 16, 1967.
1967	TIAS 6243.	US-Argentina Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Buenos Aires Mar. 31, 1967. Entered into force Apr. 30, 1967.
1967		US-El Salvador Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at San Salvador May 24 and June 5, 1967. Entered into force June 5, 1967.
1967		US-Norway Agreement regarding Alien Amateur Radio Operators. Effected by exchange of notes at Oslo May 27 and June 1, 1967. Entered into force June 1, 1967.

(c) With respect to its relations with several countries, the United States is bound by certain superseded treaties and agreements because some of the contracting countries other than the United States did not become a party to subsequent treaties and agreements. These include the following:

Date	Citations	Subject
1912	38 Stat. 1672; TS 581.	International Radiotelegraph Convention. Signed at London July 5, 1912. Entered into force July 1, 1913. Superseded by the International Radiotelegraph Convention and General Regulations, Washington, 1927 (TS 767).
1927	45 Stat. 2760; TS 767.	International Radiotelegraph Convention and General Regulations. Signed at Washington Nov. 25, 1927. Entered into force Jan. 1, 1929. Superseded by the International Telecommunication Convention and General Radio Regulations, Madrid, 1932 (TS 867).
1932	49 Stat. 2391; TS 867.	International Telecommunication Convention. Signed at Madrid Dec. 9, 1932. Entered into force for the United States June 12, 1934. Superseded by the International Telecommunication Convention, Atlantic City, 1947 (TIAS 1901).
1937	54 Stat. 2514; EAS 200.	Inter-American Arrangement concerning Radiocommunications and Annex. Signed at Havana Dec. 13, 1937. (First Inter-American Radio Conference.) Entered into force for the United States July 18, 1938. This arrangement was replaced by the Inter-American Agreement concering Radiocommunications, Santiago, 1940 (EAS 231).
1938	54 Stat. 1417; TS 948.	General Radio Regulations (Cairo Revision, 1938) Annexed to the International Telecommunication Convention, Madrid, 1932. Signed at Cairo Apr. 8, 1938. Entered into force Sept. 1, 1939. Superseded by the Radio Regulations, Atlantic City, 1947 (TIAS 1901).
1940	55 Stat. 1482; EAS 231.	Inter-American Radiocommunications Agreement between the United States, Canada and Other American Republics. Signed at Santiago, Jan. 26, 1940. (Second Inter-American Radio Conference.) Entered into force with respect to the United States Feb. 25, 1942. Replaced by the Inter-American Radio Agreement, Washington, 1949 (TIAS 2489).
1947	63 Stat. (2) 1399; TIAS 1901.	International Telecommunication Convention and Radio Regulations. Signed at Atlantic City Oct. 2, 1947. Entered into force Jan. 1, 1949. The Convention was superseded by the International Telecommunication Convention, Buenos Aires, 1952 (TIAS 3266). The Radio Regulations were superseded by the International Radio Regulations, Geneva, 1959 (TIAS 4893).
1949	2 UST (1) 17; TIAS 2175.	Telegraph Regulations (Paris Revision, 1949) Annexed to the International Telecommunication Convention. Signed at Paris Aug. 5, 1949. Entered into force with respect to the United States Sept. 26, 1950. Superseded by the Telegraph Regulations, Geneva Revision, 1958 (TIAS 4390).
1952	6 UST 1213; TIAS 3266.	International Telecommunication Convention. Signed at Buenos Aires Dec. 22, 1952. Entered into force with respect to the United States June 27, 1955. Superseded by the International Telecommunication Convention, Geneva, 1959 (TIAS 4892).
1959	12 UST 1761; TIAS 4892.	International Telecommunication Convention. Signed at Geneva Dec. 21, 1959. Entered into force with respect to the United States Oct. 23, 1961. Superseded by the International Telecommunication Convention, Montreux, 1965.

(d) There are certain treaties and agreements primarily concerned with matters other than the use of radio but which affect the work of the Federal Communications Commission insofar as they involve communications. Among the most important of these are the following which are available from the Secretary General, International Civil Aviation Organization (ICAO), International Aviation Building, 1080 University Street, Montreal, Canada:

Date	Citations	Subject
1944	61 Stat. (2) 1180; TIAS 1591.	International Civil Aviation Convention. Signed at Chicago Dec. 7, 1944. Entered into force Apr. 4, 1947. Amended by the protocols contained in TIAS 3756 and TIAS 5170.
1946		ICAO Communications Division, Second Session, Montreal.
1949		ICAO Communications Division, Third Session, Montreal.
1951		ICAO Communications Division, Fourth Session, Montreal.
1954		ICAO Communications Division, Fifth Session, Montreal.
1954	8 UST 179; TIAS 3756.	Protocol Amending the International Civil Aviation Convention (TIAS 1591). Done at Montreal June 14, 1954. Entered into force Dec. 12, 1956.
1957		ICAO Communications Division, Sixth Session, Montreal.
1958		ICAO Communications Division, Special Session, Montreal.
1961	13 UST 2105; TIAS 5170.	Protocol Amending the International Civil Aviation Convention (TIAS 1591). Done at Montreal June 21, 1961. Entered into force July 17, 1962.
1962		ICAO Communications Division, Seventh Session, Montreal.
1963		ICAO Communications Division, Special Session, Montreal.
1966		ICAO Communications/Operations (COM/OPS) Divisional Meeting, Montreal.

[F.R. Doc. 67-7844; Filed, July 10, 1967; 8:45 a.m.]

[FCC 67-755]

PART 73—RADIO BROADCAST SERVICES

Subpart G—Emergency Action Notification System and the Emergency Broadcast System

In the matter of amendment of Subpart G of Part 73 of the Commission's rules and regulations—Emergency Broadcast System (EBS):

1. The Commission has before it for consideration the amendment of Subpart G of Part 73 of the Commission's rules and regulations governing the operation of the Emergency Broadcast System (EBS).

2. The National Industry Advisory Committee (NIAC) has forwarded the first revision of the Basic Emergency Broadcast System (EBS) plan to the Commission for approval. The revision incorporates into the Plan the provisions of a Presidential Memorandum of December 21, 1966 to his Armed Forces Aide directing that in the event an enemy attack has been detected, the White House Communications Agency (WHCA) shall be authorized to activate the EBS and the Office of Civil Defense (OCD) shall be authorized to follow with the dissemination of appropriate warning messages. Since the EBS may possibly be activated where no enemy attack has been detected, the revision provides for the broadcast of an Emergency Action Notification message either with or without an OCD attack warning message.

3. The present Basic EBS Plan provides for activation of the EBS during a "war, threat of war, state of public peril or disaster, or other national emergency." The first revision changes the above-quoted language to provide for activation during a "grave national crisis or war."

4. Additionally, the revision provides national level guidelines for the development of Detailed State EBS Operational Plans; incorporates the concept of assigning operational designations (primary, alternate, primary relay, or alternate relay) to specific National Defense Emergency Authorization (NDEA) stations; and effects numerous editorial changes which serve to clarify the meaning and objectives of the Basic EBS Plan. The revised EBS Plan has been approved by the Commission.

5. There is a need to amend Subpart G of Part 73 of the rules and regulations to reflect those changes in the Emergency Action Notification System and the Emergency Broadcast System which have been effected in the first revision of the Basic EBS Plan.

6. Since the prompt amendment of Subpart G of Part 73 of the rules and regulations is necessary for purposes of national defense, compliance with the notice, public procedure, and effective date requirements of 5 U.S.C. 553 would be contrary to the public interest.

7. The authority for the rules adopted herein is contained in sections 1, 4(i), and 303(r) of the Communications Act of 1934, as amended, and Executive Order 11092;

It is ordered, That effective August 4, 1967, Subpart G of Part 73 of the Commission's rules and regulations is amended as set forth in the Appendix below.

(Secs. 1, 4, 303, 48 Stat., as amended, 1064, 1066, 1082; 47 U.S.C. 151, 154, 303, and E.O. 11092 of Feb. 26, 1963)

Adopted: June 28, 1967.

Released: July 6, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[1]

[SEAL] BEN F. WAPLE,
Secretary.

APPENDIX

Subpart G of Part 73 of the Commission's rules and regulations is amended to read as follows:

Subpart G—Emergency Action Notification System and the Emergency Broadcast System

SCOPE AND OBJECTIVES

Sec.
73.901 Scope of subpart.
73.902 Objectives of subpart.

[1] Commissioner Johnson absent.

DEFINITIONS

Sec.
73.905 Emergency Action Notification System and the Emergency Broadcast System Implementation System.
73.906 Attention Signal.
73.907 Emergency Action Notification.
73.908 Emergency Action Condition.
73.909 Emergency Action Condition Termination.
73.910 Emergency Broadcast System (EBS).
73.911 Basic Emergency Broadcast System (EBS) Plan.
73.912 NIAC Order.
73.913 National Defense Emergency Authorization (NDEA).
73.914 Primary Station National Defense Emergency Authorization (NDEA).
73.915 Alternate Station National Defense Emergency Authorization (NDEA).
73.916 Primary Relay National Defense Emergency Authorization (NDEA).
73.917 Alternate Relay National Defense Emergency Authorization (NDEA).
73.918 Non-NDEA Station.
73.919 Detailed Regional Emergency Broadcast System (EBS) Operational Plan.
73.920 Detailed State Emergency Broadcast System (EBS) Operational Plan.
73.921 Operational Area.
73.922 Common Program Control Broadcast Station.

EMERGENCY ACTIONS

73.931 Notification of Emergency Action Condition.
73.932 Emergency Action Notification Procedures.
73.933 Radio Monitoring Requirement.
73.934 Emergency Broadcast System (EBS) operation during an Emergency Action Condition.
73.935 Emergency Broadcast System (EBS) programing priorities.
73.940 Termination of Emergency Action Condition.

PARTICIPATION

73.950 Participation in the Emergency Broadcast System (EBS).

TESTS

73.961 Tests of the Emergency Action Notification System.
73.962 Tests of Approved Interconnecting Systems and Facilities.

WEATHER WARNINGS

73.971 Emergency Weather Warnings.

NETWORK CONNECTION

73.981 Participation by Telephone Companies.

AUTHORITY: The provisions of this Subpart G issued under secs. 1, 4, 303, 48 Stat., as amended, 1064, 1066, 1082, 47 U.S.C. 151, 154, 303; E.O. 11092, Feb. 26, 1963.

Subpart G—Emergency Action Notification System and the Emergency Broadcast System

SCOPE AND OBJECTIVES

§ 73.901 Scope of subpart.

This subpart provides for an Emergency Action Notification System for all licensees and regulated services of the Federal Communications Commission and the general public, and for an Emergency Broadcast System (EBS). This subpart applies to all broadcast stations governed by this part within any State, the District of Columbia, the Commonwealth of Puerto Rico, and the possessions of the United States, but not those stations located in the Canal Zone.

§ 73.902 Objectives of subpart.

The objectives of this subpart are to provide an expeditious means for the dissemination of an Emergency Action Notification (with or without an Attack Warning) to licensees and regulated services of the Federal Communications Commission and to the general public during conditions of a grave National crisis or war and to provide for an Emergency Broadcast System (EBS), which would be activated upon release of an Emergency Action Notification by direction of the President of the United States. The Emergency Broadcast System provides for controlled operation of broadcast stations subject to this part, on a voluntary organized basis, to provide the President and the Federal Government, as well as State and local governments, with an expeditious means of communicating with the general public during an Emergency Action Condition.

DEFINITIONS

§ 73.905 Emergency Action Notification System and the Emergency Broadcast System Implementation System.

The system by which all licensees and regulated services of the Federal Communications Commission, and the general public, are notified (with or without an Attack Warning) of the existence of an Emergency Action Condition resulting from a grave national crisis or war. The Emergency Action Notification System and the Emergency Broadcast System Implementation System consist only of the following approved facilities, systems, and arrangements:

(a) *First Method.* From the President of the United States via the White House Communications Agency to the Associated Press (AP) and United Press International (UPI); thence via automatic selective switching and teletype Emergency Action Notification to all standard, FM, and television broadcast and other stations subscribing to the AP and UPI Radio Wire Teletype Networks.

(b) *Second Method.* From the President of the United States via the White House Communications Agency to specified control points of the nationwide commercial Radio and Television Broadcast Networks, the American Telephone and Telegraph Co. and other specified points via a dedicated teletypewriter network; thence to all affiliates via any available internal commercial radio and television network alerting facilities.

(c) *Third Method.* Off-the-air monitoring of specified standard, FM, and television broadcast stations by standard, FM, and television broadcast stations and other licensees and regulated services for receipt of the Emergency Action Notification. All broadcast licensees are required to install, maintain, and operate radio receiving equipment for receipt of the Emergency Action Notification.

(d) *Fourth Method.* Off-the-air monitoring of standard, FM, and television broadcast stations by the general public who are listening or viewing or whose radio or television receivers are equipped for actuation by the Attention Signal to receive the Emergency Action Notification.

§ 73.906 Attention signal.

The signaling arrangement transmitted by all standard, FM, and television broadcast stations for the purpose of actuating muted standard, FM, and television receivers.

§ 73.907 Emergency Action Notification.

The Emergency Action Notification is the notice (with or without an Attack Warning) to all licensees and regulated services of the Federal Communications Commission and to the general public of the existence of an Emergency Action Condition. The Emergency Action Notification is released upon direction of the President of the United States and is disseminated only via the Emergency Action Notification System.

§ 73.908 Emergency Action Condition.

The Emergency Action Condition is the period of time between the transmission of an Emergency Action Notification and the transmission of the Emergency Action Condition Termination.

§ 73.909 Emergency Action Condition Termination.

The Emergency Action Condition Termination is the notice to all licensees and regulated services of the Federal Communications Commission and to the general public of the termination of an Emergency Action Condition. The Emergency Action Condition Termination is released upon direction of the President of the United States and is disseminated only via the Emergency Action Notification System.

§ 73.910 Emergency Broadcast System (EBS).

The Emergency Broadcast System (EBS) is a system of facilities and personnel of nongovernment broadcast stations and other authorized facilities licensed or regulated by the Federal Communications Commission, including approved and authorized integral facilities or systems, arrangements, procedures, and interconnecting facilities, which have been authorized by the Commission to operate in a controlled manner during a grave national crisis or war.

§ 73.911 Basic Emergency Broadcast System (EBS) Plan.

The Basic Emergency Broadcast System (EBS) Plan is a plan containing, among other things, approved basic concepts and designated national-level systems, arrangements, procedures, and interconnecting facilities to satisfy the White House Statement of Requirements for Presidential Messages and National Programing and News. Provision is made therein for the development, designation, and approval of facilities, mutually compatible operational arrangements, procedures, and interconnecting facilities to satisfy the Department of Defense (Office of Civil Defense) statement of requirements for the dissemination of emergency information and instructions by Regional, State, and Operational Area (Local) authorities in addition to Presidential Messages and National Programing and News, as set forth above.

§ 73.912 NIAC Order.

A NIAC Order is a service order previously filed with the American Telephone and Telegraph Co., providing for approved arrangements for program origination reconfiguration of the major commercial Radio and Television (aural) Broadcast Networks (except UPI Audio) voluntarily participating in the Emergency Broadcast System (EBS). Broadcast networks presently participating are American Broadcasting Co. (ABC), Columbia Broadcasting System (CBS), Mutual Broadcasting System (MBS), National Broadcasting Co. (NBC), Intermountain Network (IMN), and the United Press International Audio (UPI). Any NIAC Order must meet White House requirements and may be activated only when requested by the White House Communications Agency in accordance with approved established procedures.

§ 73.913 National Defense Emergency Authorization (NDEA).

A National Defense Emergency Authorization (NDEA) is an authorization issued by the Federal Communications Commission only to the licensees of broadcast stations subject to the provisions of this part to permit controlled operation of such stations, as well as associated auxiliary broadcast stations subject to Part 74 of this chapter, on a voluntary organized basis during an Emergency Action Condition, consistent with the provisions of this subpart and the Basic Emergency Broadcast System (EBS) Plan, including the annexes and supplements to that plan. A broadcast station licensee will be issued a National Defense Emergency Authorization only in accordance with the Criteria for Eligibility set forth in the Basic Emergency Broadcast System (EBS) Plan, which will remain valid concurrently with the term of the broadcst station license, so long as the station licensee continues to comply with the Criteria for Eligibility.

§ 73.914 Primary Station National Defense Emergency Authorization (NDEA).

A Primary Station National Defense Emergency Authorization is the authorization issued to one or more broadcast station licensees in an Operational Area assigning such licensees the responsibility for broadcasting a common emergency program for the initial period of, or for the duration of, an Emergency Action Condition. Broadcasts by such stations are intended for direct public reception in an Operational Area, as specified in an approved Detailed State Emergency Broadcast System (EBS) Operational Plan.

§ 73.915 Alternate Station National Defense Emergency Authorization (NDEA).

An Alternate Station National Defense Emergency Authorization is the authorization issued to one or more broadcast licensees in an Operational Area assigning such licensees as specified alternates. An Alternate station will assume broadcasting responsibility in accordance with the Detailed State Emergency Broadcast System (EBS) Operational Plan.

§ 73.916 Primary Relay National Defense Emergency Authorization (NDEA).

A Primary Relay National Defense Emergency Authorization is the authorization issued to one or more broadcast licensees in an Operational Area assigning such licensees the function of emergency program distribution on relay service of emergency programing to stations holding Primary or Alternate Station National Defense Emergency Authorizations, in accordance with an approved Detailed State Emergency Broadcast System (EBS) Operational Plan. A Relay station will not generally broadcast emergency program material intended for direct public reception.

§ 73.917 Alternate Relay National Defense Emergency Authorization (NDEA).

An Alternate Relay National Defense Emergency Authorization is the authorization issued to one or more broadcast licensees in an Operational Area assigning such licensees as specified alternates to stations holding Primary Relay National Defense Emergency Authorizations. In the event a Primary Relay station is unable to assume its initial operational functions, or discontinues such operation for any reason, an Alternate Relay station will assume those operational functions, in accordance with the "alternate" designations (1st, 2d, 3d, 4th, etc.) contained in an approved Detailed State Emergency Broadcast System (EBS) Operational Plan.

§ 73.918 Non-NDEA Station.

A Non-NDEA Station is a broadcast station which is not voluntarily participating in the Emergency Broadcast System (EBS) and does not hold a National Defense Emergency Authorization. Such stations are required to discontinue operations for the duration of an Emergency Action Condition.

§ 73.919 Detailed Regional Emergency Broadcast System (EBS) Operational Plan.

A detailed Regional Emergency Broadcast System (EBS) Operational Plan is a plan providing for a regional emergency programing origination capability at the Federal Regional Center in coordination with the State Industry Advisory Committees and integrated into the Detailed State Emergency Broadcast System (EBS) Operational Plans within the Federal Region as a coordinated Regional/State operation. Such a plan shall be in conformity with the provisions of this subpart and the Basic Emergency Broadcast System (EBS) Plan and shall be considered a supplement thereto.

§ 73.920 Detailed State Emergency Broadcast System (EBS) Operational Plan.

A detailed State Emergency Broadcast System (EBS) Operational Plan is a plan containing the designation of facilities approved detailed mutually compatible operational arrangements, procedures, instructions, and interconnecting facilities to satisfy the requirements of the President and the Federal Government, as well as State and Operational Area (Local) authorities for communicating with the general public during an Emergency Action Condition. Such a plan includes approved and authorized detailed emergency operational communications facilities, systems, procedures, and interconnecting systems. It shall be in conformity with the provisions of this subpart and the Basic Emergency Broadcast System (EBS) Plan and shall be considered a supplement thereto.

§ 73.921 Operational Area.

An Operational Area is a geographical area which may encompass a number of contiguous communities, as mutually determined by the State Industry Advisory Committee and State authorities, and as delineated in the approved Detailed State Emergency Broadcast System (EBS) Operational Plan.

§ 73.922 Common Program Control Broadcast Station.

A Common Program Control Broadcast Station is a Primary NDEA broadcast station in each Operational Area assigned the responsibility for coordinating the operations for the broadcasting of the common program for the Operational Area. In the event a Common Program Control Broadcast Station is unable for any reason to carry out this responsibility, other Primary and Alternate broadcast stations in the Operational Area will be assigned as the Common Program Control Broadcast Station in progressive order, as set forth in the approved Detailed State Emergency Broadcast System (EBS) Operational Plan.

Emergency Actions

§ 73.931 Notification of Emergency Action Condition.

(a) Authority for release of the Emergency Action Notification rests solely with the President of the United States. This authority has not been delegated, except as set forth in paragraph (b) of this section.

(b) Under the President's responsibility to activate the Emergency Broadcast System (EBS), he has directed that in the event an enemy attack has been detected, the White House Communications Agency shall be authorized to activate the Emergency Broadcast System (EBS) and the Office of Civil Defense shall be authorized to follow with the dissemination of appropriate warning messages.

(c) The Emergency Action Notification will be released by direction of the President and will be disseminated only via the Four Methods of the Emergency Action Notification System in one of the following two forms:

(1) The Emergency Action Notification only without Attack Warning Message.

(2) The Emergency Action Notification with Attack Warning Message.

§ 73.932 Emergency Action Notification Procedures.

All broadcast stations are to be furnished complete instructions on color coded cards (yellow, white, red, blue). Each card specifies the procedure to be followed (Texts of these cards are included in Annex V of the EBS Plan). Immediately upon receipt of an Emergency Action Notification (yellow card), all standard, commercial FM, and noncommercial educational FM broadcast stations with a transmitter output of over 10 watts, and television broadcast stations, including all such stations operating under equipment or program test authority, will proceed as set forth in paragraph (a) or (b) of this section, as applicable:

(a) Receipt of the Emergency Action Notification without Attack Warning:

(1) Discontinue normal program and follow the detailed transmission procedures set forth on the White Card entitled "Broadcast Message" EAN–1. This White Card has been furnished to all licensed broadcast stations for posting in all studios and broadcast operating positions.

(2) Upon completion of these detailed transmission procedures, all licensed broadcast stations which do not hold a National Defense Emergency Authorization (NDEA) shall discontinue operation for the duration of the Emergency Action Condition.

(b) Receipt of the Emergency Action Notification with Attack Warning:

(1) Discontinue normal program and follow the detailed transmission procedures set forth on the Red Card entitled "Broadcast Message" EAN–2. This Red Card has been furnished to all licensed broadcast stations for posting in all studios and broadcast operating positions.

(2) Upon completion of these detailed transmission procedures, all licensed broadcast stations which do not hold a National Defense Emergency Authorization (NDEA) shall discontinue operation for the duration of the Emergency Action Condition.

(c) A station which normally broadcasts a substantial part of its programing in a language other than English may broadcast the required announcements as well as EBS programing, in such foreign language sequentially with the broadcast in English, provided such station has been authorized to do so as part of an approved Detailed State Emergency Broadcast System (EBS) Operational Plan.

(d) Noncommercial educational FM broadcast stations with a transmitter power output of 10 watts or less will, upon receipt of an Emergency Action Notification, interrupt the program in progress and broadcast the appropriate Emergency Action Notification Message as provided in paragraph (a) of this section, but without the transmission of the Attention Signal. Such stations will then discontinue operation and maintain radio silence in accordance with the Basic Emergency Broadcast System (EBS) Plan.

(e) International broadcast stations will cease broadcasting immediately upon receipt of an Emergency Action Notification and will maintain radio silence in accordance with the Basic Emergency Broadcast System (EBS) Plan.

§ 73.933 Radio monitoring requirement.

(a) In order to ensure the effectiveness of the Third Method Emergency Action Notification System, all broadcast station licensees must install and operate during their hours of broadcast operation equipment capable of receiving Emergency Action Notifications or Terminations transmitted by other radio broadcast stations. This equipment must be maintained in operative condition, including arrangements for human listening watch or automatic alarm devices, and shall have its termination at each transmitter control point. However, where more than one broadcast transmitter is controlled from a common point by the same operator, only one set of equipment is required at that point.

(b) The off-the-air monitoring assignment of each standard, FM, and television broadcast station is specified in the Detailed State Emergency Broadcast System (EBS) Operational Plan. Particular attention should be paid to avoiding "closed loops" in monitoring assignments.

(c) Prior to commencing routine operation or originating any emissions under program test, equipment test, experimental, or other authorizations or for any other purpose, licensees or permitees shall first ascertain whether an Emergency Action Condition exists and, if so, shall operate only in accordance with the Basic Emergency Broadcast System (EBS) Plan and Detailed State Emergency Broadcast System (EBS) Plan.

§ 73.934 Emergency Broadcast System (EBS) operation during an Emergency Action Condition.

Following completion of the procedures set forth in § 73.932, and upon receipt of emergency programming, authorized participating broadcast stations will immediately begin operations in accordance with the approved Detailed State Emergency Broadcast System (EBS) Operational Plan, as follows:

(a) Primary NDEA stations within an Operational Area will, upon cue from the Common Program Control Broadcast Station, begin broadcast of a common program consisting of either Presidential Messages, State programing, Operational Area (local) programing, National programing and news, or Regional programing in the order or priority indicated, consistent with the provisions of the Basic Emergency Broadcast System (EBS) Plan and the Detailed State Emergency Broadcast System (EBS) Operational Plan.

(b) Alternate NDEA Stations within an Operational Area will stand by in a state of operational readiness to begin operation to broadcast a common program upon cue from a Primary or Alternate NDEA station which is discontinuing operation for any reason, or has discontinued operation with no advance notice, consistent with the provisions of the Basic Emergency Broadcast System (EBS) Plan and the Detailed State Emergency Broadcast System (EBS) Operational Plan.

(c) Primary Relay NDEA Stations will begin emergency program relay and distribution service in accordance with the provisions of the Basic Emergency Broadcast System (EBS) Plan and the Detailed Regional and State Emergency Broadcast System (EBS) Operational Plans.

(d) Alternate Relay NDEA Stations will stand by in a state of operational readiness to begin emergency program relay and distribution service upon cue from a Primary Relay or Alternate Relay NDEA station which is discontinuing operation for any reason, or has discontinued operation with no advance notice, consistent with the provisions of the Basic Emergency Broadcast System (EBS) Plan and the Detailed Regional and State Emergency Broadcast System (EBS) Operational Plans.

(e) Broadcast stations which do not hold a National Defense Emergency Authorization (NDEA) are not authorized to operate in the Emergency Broadcast System (EBS). Such stations shall discontinue operation and remove their carriers from the air after completion of the Emergency Action Notification Procedures set forth in § 73.932.

(f) Stations in the International Broadcast Service operating under the jurisdiction of the Federal Communications Commission may under certain conditions be issued a NDEA by the Federal Communications Commission with concurrence of the Director, Office of Emergency Planning, and will transmit only Federal Government broadcasts or communications. The station's carrier must be removed from the air during periods of no broadcast or communications transmissions.

(g) No station shall broadcast its call letters during an Emergency Action Condition. Only State and Operational Area identifications shall be given.

(h) All stations operating and identified with a particular Operational Area will broadcast a common program.

(i) Stations are exempted from keeping operating or maintenance logs during an Emergency Action Condition. Program logs should be maintained where possible.

(j) Broadcast stations are specifically exempt from complying with § 73.57 (pertaining to maintenance of operating power) while operating under their National Defense Emergency Authorization.

§ 73.935 Emergency Broadcast System (EBS) programing priorities.

(a) Program priorities for the Emergency Broadcast System (EBS) are as follows:

Priority One—Presidential Messages.
Priority Two—State Programing.
Priority Three—Operational Area (Local) Programing.
Priority Four—National Programing and News and Regional Programing.

(b) The Common Program Control Broadcast Station is responsible for coordinating the operations of the participating stations in the Operational Area in the broadcast of a common program for the Operational Area in accordance with the program priorities set forth in paragraph (a) of this section.

(c) All authorized participating stations that remain on the air in accordance with the Basic Emergency Broadcast System (EBS) Plan and the Detailed State Emergency Broadcast System (EBS) Operational Plan must carry Presidential Messages "live" at time of tranmission.

(d) The nationwide commercial Radio and Television (aural) Broadcast Network program distribution facilities shall be reserved exclusively for the distribution of Presidential Messages (Priority One) and National Programing and News (Priority Four). National Programing and News which is not broadcast at the time of original transmission shall be recorded locally by the Common Program Control Broadcast Station for broadcast at the earliest opportunity consistent with Operational Area requirements.

(e) Regional Programing (Priority Four), which utilizes the approved interconnecting distribution facilities for State Programing, as provided in the Detailed State Emergency Broadcast System (EBS) Operational Plans within the Federal Region, is an integrated and coordinated Regional/State operation. If not broadcast at the time of original tranmission, Regional/State Programing shall be recorded at the Common Program Control Broadcast Station in each Operational Area for broadcast at the earliest opportunity.

§ 73.940 Termination of Emergency Action Condition.

Upon receipt of an Emergency Action Condition Termination, all stations operating in the Emergency Broadcast System (EBS) will broadcast the following Termination Message twice:

This concludes operations under the Emergency Broadcast System. All broadcast stations may now resume normal broadcast operation.

Unlimited time stations operating in the Emergency Broadcast System (EBS) will transmit the Termination Message twice, and then resume normal operation. Daytime Only and Limited Time broadcast stations operating in the Emergency Broadcast System (EBS) shall also broadcast the Termination Message twice, then operate in accordance with their regular authorization.

PARTICIPATION

§ 73.950 Participation in the Emergency Broadcast System (EBS).

(a) Any licensee desiring to participate voluntarily in the Emergency Broadcast System (EBS) must prepare in narrative form an application directed to the establishment of eligibility based upon the criteria set forth in the Basic Emergency Broadcast System (EBS) Plan. The application should be mailed to the appropriate FCC Regional Liaison Officer for processing. The Federal Communications Commission may then issue a National Defense Emergency Authorization to the licensee authorizing participation in the Emergency Broadcast System (EBS) consistent with the provisions of the approved Detailed Regional and State Emergency Broadcast System (EBS) Operational Plans.

(b) Any station participating in the Emergency Broadcast System (EBS)

may withdraw from participation by giving 30 days written notice and by submitting its National Defense Emergency Authorization to the Federal Communications Commission through the appropriate FCC Regional Liaison Officer for cancellation.

(c) Any station that is denied participation in the Emergency Broadcast System (EBS) for any reason may appeal to the Federal Communications Commission for review.

TESTS

§ 73.961 Tests of the Emergency Action Notification System.

Tests of the Emergency Action Notification System will be made at regular intervals with appropriate entries in the station operating log, as follows:

(a) Test transmissions using the First Method of the Emergency Action Notification System utilizing the facilities of the Associated Press (AP) and United Press International (UPI) Radio Wire Teletype Networks will be conducted twice each week. These tests will be conducted on Saturday at 9:30 a.m., e.s.t., and on Sunday at 8:30 p.m., e.s.t. The Blue Card, identified as First Method EAN Tests, which has been furnished to all standard, FM, and television broadcast stations, sets forth details of these test transmissions.

(b) Test transmissions using the Second Method of the Emergency Action Notification System via dedicated teletype network between the White House Communications Agency, specified control points of the nationwide commercial Radio and Television Broadcast Networks, the American Telephone and Telegraph Co. and other specified points will be conducted once each week at a selected time in accordance with the test procedures set forth in the Emergency Broadcast System (EBS) Standing Operating Procedures (EBS SOP–3). Testing of the internal alerting facilities of the nationwide commercial Broadcast Networks is not necessary since these facilities are utilized in day-to-day operations.

(c) Test transmissions of the Third Method of the Emergency Action Notification System will be conducted by standard, FM, and television broadcast stations once each week on an unscheduled basis between the hours of 8:30 a.m. and local sunset. Noncommercial educational FM broadcast stations with a transmitter output of 10 watts or less are not required to conduct these tests. The Blue Card, identified as Third Method EAN Tests, which has been furnished to all standard, FM, and television broadcast stations, sets forth details of these test transmissions.

§ 73.962 Tests of Approved Interconnecting Systems and Facilities.

Tests of approved interconnecting systems and facilities voluntarily participating in the Emergency Broadcast System (EBS) will be conducted, as set forth below. Appropriate entries shall be made in the station operating log.

(a) National program distribution interconnecting systems and facilities (the total NIAC Order No. 1 program distribution facilities) will be tested on a scheduled basis. This test consists of a closed circuit transmission from 12:40 to 12:50 p.m., Washington, D.C. time on the first Wednesday of each month except when such a Wednesday is a national holiday, then the test is conducted on the following Thursday. Due to varying program scheduling of the commercial Radio Broadcast Networks involved, the individual network facilities shall remain as separate entities for these tests. The audio networks associated with the video networks of ABC–TV, CBS–TV, or NBC–TV shall not be utilized nor are the Telephone Companies authorized to add any of the unaffiliated stations participating in the Emergency Broadcast System (EBS). The American Telephone and Telegraph Co. is authorized to interconnect the facilities of the Intermountain (IMN) Radio Network to any one of the nationwide commercial Radio Broadcast Networks for the duration of these closed circuit tests, then remove such interconnections. Periodic tests of program distribution facilities for other NIAC Orders (No. 2 through No. 63) may be conducted as desired and will be based on thoroughly coordinated arrangements between all parties involved.

(b) Tests of regional program distribution interconnecting systems and facilities will be conducted periodically on a closed circuit basis as a coordinated Regional/State operation and as provided in approved Detailed Regional and State Emergency Broadcast System (EBS) Operational Plans.

(c) Tests of State program distribution interconnecting systems and facilities should be conducted on a day-to-day basis as periodic broadcast operations such as State Weather Networks, or State Association of Broadcasters Networks. Letters granting rebroadcast authority shall be exchanged between all participating licensees in accordance with the provisions of section 325(a) of the Communications Act of 1934, as amended, and Part 73 of this chapter.

(d) Operational Area common program distribution interconnecting systems, facilities, and procedures shall be tested on a closed circuit basis to insure emergency readiness of such interconnecting facilities in accordance with approved Detailed State Emergency Broadcast System (EBS) Operational Plans.

WEATHER WARNINGS

§ 73.971 Emergency Weather Warnings.

Upon receipt of notification from the U.S. Weather Bureau of an Emergency Weather Warning of a condition of immediate danger to life and property, all standard, commercial, FM, and television broadcast stations may, at their option, during authorized hours of operation only, transmit the Emergency Action Notification Attention Signal as follows:

(a) Cut the transmitter carrier for 5 seconds. (Sound carrier only for TV stations.)

(b) Return carrier to the air for 5 seconds.

(c) Cut transmitter carrier for 5 seconds. (Sound carrier only for TV stations.)

(d) Return carrier to the air.

(e) Broadcast 1,000-cycle steady-state tone for 15 seconds; then, proceed to broadcast the text of the Emergency Weather Warning issued by the U.S. Weather Bureau, as provided in §§ 73.90 and 73.296, respectively. Nothing in this section shall be construed as permitting a standard broadcast station licensed to operate daytime only or limited time to operate during unauthorized hours.

NETWORK CONNECTION

§ 73.981 Participation by Telephone Companies.

(a) Telephone Companies which have facilities available in place may, without charge, connect an unaffiliated broadcast station to commercial networks operated by ABC, CBS, MBS, NBC, or IMN for the duration of an Emergency Action Condition: *Provided*, That:

(1) The station is authorized by the Federal Communications Commission to participate in the Emergency Broadcast System (EBS) under § 73.950, and is required by an approved Detailed State Emergency Broadcast System (EBS) Operational Plan to carry Presidential or National Programing and News.

(2) The station has in service a local channel from the station studio or transmitter directly to the nearest telephone company Principal Central Office (toll test).

(b) During an Emergency Action Condition and for testing the arrangements for the origination of Presidential Messages and National Programing and News as provided for in NIAC Orders No. 1 through No. 63, telephone companies which have facilities in place may, without charge, connect an originating source associated with an appropriate NIAC Order Number from the nearest Telephone Company Exchange to a selected Toll Test Center, thence to the authorized commercial Radio and Television (aural) Broadcast Networks: *Provided:*

(1) That the originating source has in service a telephone company local channel from the originating point to the nearest Telephone Company Exchange.

(2) That a NIAC Order covering this service is requested by the White House Communications Agency in accordance with the provisions of the Basic Emergency Broadcast System (EBS) Plan.

(c) Upon issuance of the Emergency Action Condition Termination, or completion of tests as provided in paragraph (b) of this section, such telephone companies shall disconnect the unaffiliated broadcast stations and the authorized origination source and then restore the Broadcast Networks to their original configuration as individual entities.

(d) Closed circuit tests of technical program origination and distribution channels associated with NIAC Order No. 1 will be conducted as provided in § 73.962(a). These tests are in conformance with the provisions of this section.

(e) Closed circuit tests of technical program origination and distribution channels associated with NIAC Orders No. 2 through No. 63 will be conducted when considered desirable and when advance coordinated arrangements and voluntary agreement is accomplished

among the White House Communications Agency, the nationwide commercial Radio Broadcast Networks, and the AT&T. These tests are in conformance with the provisions of this section.

(f) Every such carrier rendering any such free service shall make and file, in duplicate, with the Federal Communications Commission, on or before the 31st day of July and on or before the 31st day of January in each year, reports covering the periods of 6 months ending on the 30th day of June and the 31st day of December, respectively, next prior to said dates. These reports shall show the call letters and locations of the broadcast stations to which free service was rendered pursuant to this rule and the charges in dollars which would have accrued to the carrier for such service rendered if charges therefor had been collected at the published tariff rates.

[F.R. Doc. 67-7930; Filed, July 10, 1967; 8:47 a.m.]

Title 12—BANKS AND BANKING

Chapter III—Federal Deposit Insurance Corporation

SUBCHAPTER B—REGULATIONS AND STATEMENTS OF GENERAL POLICY

PART 328—ADVERTISEMENT OF MEMBERSHIP

Effective August 1, 1967, Part 328 of the rules and regulations of the Federal Deposit Insurance Corporation (12 CFR Part 328) is amended to read as follows:

Sec.
328.0 Scope.
328.1 Mandatory requirements with regard to the official sign and its display.
328.2 Mandatory requirements with regard to the official advertising statement and manner of use.

AUTHORITY: The provisions of this Part 328 issued under sec. 9, 64 Stat. 881; 12 U.S.C. 1819. Interpret or apply sec. 18, 64 Stat. 891; 12 U.S.C. 1828.

§ 328.0 Scope.

The regulation contained in this part prescribes the requirements with regard to the official sign insured banks must display and the requirements with regard to the official advertising statement insured banks must include in their advertisements. It also prescribes an approved short title which insured banks may use at their option. It imposes no limitations on other proper advertising of insurance of deposits by insured banks and does not apply to advertisements published in foreign countries by insured banks which maintain offices in such foreign countries in which offices the deposits are not insured.

§ 328.1 Mandatory requirements with regard to the official sign and its display.

(a) *Insured banks to display official sign.* Each insured bank shall continuously display an official sign as hereinafter prescribed at each station or window where insured deposits are usually and normally received in its principal place of business and in all its branches: *Provided*, That no bank becoming an insured bank shall be required to display such official sign until twenty-one (21) days after its first day of operation as an insured bank. The official sign may be displayed by any insured bank prior to the date display is required. Additional signs in other sizes, colors, or materials, incorporating the basic design of the official sign, may be displayed in other locations within an insured bank.

(b) *Official sign.* The official sign referred to in paragraph (a) of this section shall be of the following design:

The "symbol" of the Corporation shall be that portion of the official sign represented by the letters and the Corporation seal contained upon the sign.

(1) Any insured bank may procure official signs from the Corporation. Variations in size, color, and materials in the official sign, as described in the "Official Catalog of Insured Bank Signs"—No. ED1, may be procured at no charge from the Corporation by insured banks for official use. The Corporation shall furnish to banks an order blank for use in procuring the official signs. Any bank which promptly, after receipt of the order blank, fills it in, executes it, and properly directs and forwards it to the Federal Deposit Insurance Corporation, Washington, D.C. 20429, shall not be deemed to have violated this regulation on account of not displaying an official sign, or signs, unless the bank shall omit to display such official sign or signs after receipt thereof.

(2) Official signs reflecting variations in color and materials and additional signs reflecting variations in size, color, and materials may be procured by insured banks from commercial suppliers.

(c) *Receipt of deposits at same teller's station or window as noninsured bank or institution.* An insured bank is forbidden to receive deposits at any teller's station or window where any noninsured bank or institution receives deposits or similar liabilities.

(d) *Required changes in official sign.* The Corporation may require any insured bank, upon at least 30 days' written notice, to change the wording of its official signs in a manner deemed necessary for the protection of depositors or others.

§ 328.2 Mandatory requirements with regard to the official advertising statement and manner of use.

(a) *Insured banks to include official advertising statement in all advertisements except as provided in paragraph (c) of this section.* Each insured bank shall include the official advertising statement, prescribed in paragraph (b) of this section, in all of its advertisements except as provided in paragraph (c) of this section.

(1) An insured bank is not required to include the official advertising statement in its advertisements until thirty (30) days after its first day of operation as an insured bank.

(2) In cases where the Board of Directors of the Federal Deposit Insurance Corporation shall find the application to be meritorious, that there has been no neglect or willful violation in the observance of this section and that undue hardship will result by reason of its requirements, the Board of Directors may grant a temporary exemption from its provision to a particular bank upon its written application setting forth the facts. For the procedure to be followed in making such application see § 303.8 of this chapter.

(3) In cases where advertising copy not including the official advertising statement is on hand on the date the requirements of this section become operative, the insured bank may cause the official advertising statement to be included by use of a rubber stamp or otherwise.

(b) *Official advertising statement.* The official advertising statement shall be in substance as follows: "Member of the Federal Deposit Insurance Corporation". The word "the" or the words "of the" may be omitted. The words "This bank is a" or the words "This institution is a" or the name of the insured bank followed by the words "is a" may be added before the word "member". The short title "Member of FDIC" or "Member FDIC" or a reproduction of the "symbol" may be used by insured banks at their option as the official advertising statement. The official advertising statement shall be of such size and print to be clearly legible. Where it is desired to use the "symbol" of the Corporation as the official advertising statement, and the "symbol" must be reduced to such proportions that the small lines of type and the Corporation seal therein are indistinct and illegible, the Corporation seal in the letter C and the two lines of small type may be blocked out or dropped.

(c) *Types of advertisements which do not require the official advertising statement.* The following is an enumeration of the types of advertisements which need not include the official advertising statement:

(1) Statements of condition and reports of condition of an insured bank which are required to be published by State or Federal law;

(2) Bank supplies such as stationery (except when used for circular letters), envelopes, deposit slips, checks, drafts, signature cards, deposit passbooks, certificates of deposit, etc.;

(3) Signs or plates in the banking office or attached to the building or buildings in which the banking offices are located;

(4) Listings in directories;

(5) Advertisements not setting forth the name of the insured bank;

(6) Display advertisements in bank directory, provided the name of the bank is listed on any page in the directory with a symbol or other descriptive matter indicating it is a member of the Federal Deposit Insurance Corporation;

(7) Joint or group advertisements of banking services where the names of insured banks and noninsured banks or institutions are listed and form a part of such advertisements;

(8) Advertisements by radio which do not exceed thirty (30) seconds in time;

(9) Advertisements by television, other than display advertisements, which do not exceed thirty (30) seconds in time;

(10) Advertisements which are of the type or character making it impractical to include thereon the official advertising statement including, but not limited to, promotional items such as calendars, matchbooks, pens, pencils, and key chains;

(11) Advertisements which contain a statement to the effect that the bank is a member of the Federal Deposit Insurance Corporation, or that the bank is insured by the Federal Deposit Insurance Corporation, or that its deposits or depositors are insured by the Federal Deposit Insurance Corporation to the maximum of $15,000 for each depositor;

(12) Advertisements relating to the making of loans by the bank or loan services;

(13) Advertisements relating to safekeeping box business or services;

(14) Advertisements relating to trust business or trust department services;

(15) Advertisements relating to real estate business or services;

(16) Advertisements relating to armored car services;

(17) Advertisements relating to service charges or analysis charges;

(18) Advertisements relating to securities business or securities department services;

(19) Advertisements relating to travel department business, including traveler's checks on which the bank issuing or causing to be issued the advertisement is not primarily liable;

(20) Advertisements relating to savings bank life insurance.

(d) *Outstanding billboard advertisements.* Where an insured bank has billboard advertisements outstanding which are required to include the official advertising statement and has direct control of such advertisements either by possession or under the terms of a contract, it shall, as soon as it can consistent with its contractual obligations, cause the official advertising statement to be included therein.

(e) *Official advertising statement in non-English language.* The non-English equivalent of the official advertising statement may be used in any advertisement: *Provided*, That the translation has had the prior written approval of the Corporation.

The purpose of amended Part 328 is to include the new official sign and to restate the mandatory requirements with regard to its display and the use of the official advertising statement.

In view of the recent increase in deposit insurance coverage from $10,000 to $15,000 for each depositor, a new official sign has been adopted by the Corporation for use by insured banks. As was formerly the case, the official sign must be displayed at each station or window where deposits are received. However, the use of a substitute sign, in lieu of the official sign, will not be permitted.

The official advertising statement has been broadened to include the short title "Member FDIC" and reproductions of the official sign and to permit their use by insured banks, at their option, as the official advertising statement. Promotional items which are of the type or character making it impractical to include thereon the official advertising statement are included in advertisements which are exempted from the requirements as to the official advertising statement.

In adopting these amendments to the Corporation's rules and regulations, the Board of Directors has found that (1) for good cause shown prior publication of notice of proposed rule making in the FEDERAL REGISTER and public participation in the making of rules under the provisions of the Administrative Procedure Act (5 U.S.C. 553) and Part 302 of the Corporation's rules and regulations (12 CFR 302.1–302.7) is not required with respect to the adoption of these amendments and such publication is impracticable, unnecessary, and contrary to the public interest, and (2) that a delay of not less than 30 days in the effective date of said amendments after their publication is not required by the provisions of the Administrative Procedure Act (5 U.S.C. 553) and Part 302 of the Corporation's rules and regulations (12 CFR 302.1–302.7), since the amendments impose no substantial additional duties or burdens upon the public and are therefore excepted from the 30-day prior publication before the effective date requirement of the Administrative Procedure Act.

FEDERAL DEPOSIT INSURANCE CORPORATION,
[SEAL] E. F. DOWNEY,
Secretary.

[F.R. Doc. 67-7385; Filed, July 10, 1967; 8:45 a.m.]

Title 13—BUSINESS CREDIT AND ASSISTANCE

Chapter I—Small Business Administration

PART 114—ADMINISTRATIVE CLAIMS UNDER FEDERAL TORT CLAIMS ACT

Chapter 1 of Title 13 of the Code of Federal Regulations is hereby amended by adding a new Part 114 as hereinafter set out.

Sec.

AUTHORITY: The provisions of this Part 114 issued under 28 U.S.C. 2672; 28 CFR 14.11 (31 F.R. 16616).

§ 114.100 Definitions.

As used throughout this Part 114:

(a) "Administration" means the Small Business Administration;

(b) "Area Board of Survey" means a three-member board composed of the Area Counsel and representatives from the Area Financial Assistance and Procurement and Management Assistance Divisions;

(c) "Employee" means an officer or employee of the Administration;

(d) "Regional Board of Survey" means a three-member board composed of the Regional Counsel and representatives from the Regional Financial Assistance and Procurement and Management Assistance Divisions;

(e) "Survey Officer" means the officer who reviews the findings and recommendations of all Boards of Survey and approves or disapproves such findings and recommendations;

(f) "Washington Board of Survey" means a board composed of three voting members, namely: A representative of the Security and Investigations Division, Office of Audits and Investigations; a representative of the Accounting Operations Division, Office of Budget and Finance; and a representative of the Office Services Division, Office of Administrative Services; together with one non-voting member representing the Office of General Counsel.

§ 114.101 Scope of regulations.

This part applies only to claims asserted under the Federal Tort Claims Act, as amended, 28 U.S.C. 2671–2680, accruing on or after January 18, 1967, for money damages against the United States for injury to or loss of property or personal injury or death caused by the

negligent or wrongful act or omission of an employee of the Administration while acting in the scope of his office or employment.

§ 114.102 Administrative claim; when presented; appropriate Administration office.

For purposes of this Part 114, a claim is deemed to have been presented when the Administration receives, at the area or regional office nearest to the place where the incident occurred, an executed "Claim for Damage or Injury," Standard Form 95, in triplicate, or other written notice of an incident together with a claim for money damages in a sum certain for injury to or loss of property or injury or death alleged to have occurred as a result of the incident. When any such written notice is given, it shall be incumbent upon the regional or area office concerned to furnish to the claimant the requisite copies of Standard Form 95 with instructions for completing it.

§ 114.103 Administrative claim; who may file.

(a) A claim for injury to or loss of property may be presented by the owner of the property, his duly authorized agent, or legal representative.

(b) A claim for personal injury may be presented by the injured person, his duly authorized agent, or legal representative.

(c) A claim based on death may be presented by the executor or administrator of the decedent's estate, or by any other person legally entitled to assert such a claim in accordance with applicable state law.

(d) A claim for loss wholly compensated by an insurer with the rights of a subrogee may be presented by the insurer. A claim for loss partially compensated by an insurer with the rights of a subrogee may be presented by the parties individually as their respective interests appear, or jointly.

(e) A claim presented by an agent or legal representative shall be presented in the name of the claimant, be signed by the agent or legal representative, show the title or legal capacity of the person signing, and be accompanied by evidence of his authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian, or other representative.

§ 114.104 Investigation.

The Administration may investigate, or may request any other Federal agency to investigate, a claim filed under this part.

§ 114.105 Administrative claims; evidence and information to be submitted.

(a) *Death.* In support of a claim based on death, the claimant may be required to submit the following evidence or information:

(1) An authenticated death certificate or other competent evidence showing cause of death, date of death, and age of the decedent.

(2) Decedent's employment or occupation at time of death, including his monthly or yearly salary or earnings (if any), and the duration of his last employment or occupation.

(3) Full names, addresses, birth dates, kinship, and marital status of the decedent's survivors, including identification of those survivors who were dependent for support upon the decedent at the time of his death.

(4) Degree of support afforded by the decedent to each survivor dependent upon him for support at the time of his death.

(5) Decedent's general physical and mental condition before death.

(6) Itemized bills for medical and burial expenses incurred by reason of the incident causing death or itemized receipts of payment for such expenses.

(7) If damages for pain and suffering prior to death are claimed, a physician's detailed statement specifying the injuries suffered, duration of pain and suffering, any drugs administered for pain, and the decedent's physical condition in the interval between injury and death.

(8) Any other evidence or information which may have a bearing on either the responsibility of the United States for the death or the damages claimed.

(b) *Personal injury.* In support of a claim for personal injury, including pain and suffering, the claimant may be required to submit the following evidence or information:

(1) A written report by his attending physician or dentist setting forth the nature and extent of the injury, nature and treatment, any degree of temporary or permanent disability, the prognosis, period of hospitalization, and any diminished earning capacity. In addition, the claimant may be required to submit to a physical or mental examination by a physician employed by the Administration or another Federal agency. A copy of the report of the examining physician shall be made available to the claimant upon the claimant's written request: *Provided*, That he has, upon request, furnished the report referred to in the first sentence of this subparagraph and has made or agrees to make available to the Administration any other physician's reports previously or thereafter made of the physical or mental condition which is the subject matter of his claim.

(2) Itemized bills for medical, dental, and hospital expenses incurred, or itemized receipts of payment for such expenses.

(3) If the prognosis reveals the necessity for future treatment, a written statement of expected expenses for such treatment.

(4) If a claim is made for loss of time from his employment, a statement from his employer showing actual time lost from employment, whether he is a full- or part-time employee, and wages or salary actually lost.

(5) If a claim is made for loss of income and the claimant is self-employed, documentary evidence showing the amount of earnings actually lost.

(6) Any other evidence or information which may have a bearing on either the responsibility of the United States for the personal injury or the damages claimed.

(c) *Property damage.* In support of a claim for damage to or loss of property, real or personal, the claimant may be required to submit the following evidence or information:

(1) Proof of ownership.

(2) A detailed statement of the amount claimed with respect to each item of property.

(3) An itemized receipt of payment for necessary repairs or itemized written estimates of the cost of such repairs.

(4) A statement listing date of purchase, purchase price and salvage value, where repair is not economical.

(5) Any other evidence or information which may have a bearing on either the responsibility of the United States for the damage to or loss of property or the damages claimed.

§ 114.106 Authority to adjust, determine, compromise, and settle.

(a) Upon presentation of a claim and appropriate investigation thereof, the Board of Survey of the area or regional office to which the claim was presented shall consider all of the evidence and enter the Board's findings of fact, conclusions, and recommendations. There shall be appended to the Board's findings of fact, conclusions, and recommendations, a legal opinion of the Area or Regional Counsel regarding the liability of the United States under the applicable state law governing negligence and other related matters. The Area or Regional Board of Survey shall establish a case file containing all documents related to the claim and the incident out of which it arose. The file shall also contain the Board's findings of fact, conclusions, and recommendations, and the legal opinion of the Area or Regional Counsel. The file shall be forwarded to the Chairman of the Washington Board of Survey after the Area or Regional Board of Survey has performed its function.

(b) The Washington Board of Survey shall review the case and submit its recommendations in a report to the Survey Officer. A representative of the Office of General Counsel, normally the nonvoting member of the Washington Board of Survey, shall review the submitted legal opinions regarding the liability of the United States under applicable State law governing negligence and related matters and, in the event of disagreement, shall render a separate legal opinion to the Washington Board of Survey. The report and legal opinion, if any, shall be prepared in an original and five copies and shall be attached to the case file.

(c) If the Survey Officer approves the recommendation of the Washington Board of Survey to pay the claim, the Chairman of the Washington Board of Survey shall complete an original copy of Standard Form 1145 and two memorandum copies of Standard Form 1145A, "Voucher for Payment Under Federal Tort Claims Act." The Chairman shall forward said copies to the claimant for his signature and acceptance.

(d) Upon receiving the Standard Forms 1145 and 1145A from the Claimant, the Chairman of the Washington Board of Survey shall attach the forms to the case file and forward the file to

the Administrator or his designee for final approval.

(e) If the Survey Officer disapproves the recommendations of the Washington Board of Survey that the claim be paid, the case file shall be forwarded immediately to the Administrator or his designee for final action. If the Administrator or his designee concurs with the Survey Officer, this shall constitute a final agency denial of the claim and appropriate notice shall be given the claimant as provided in § 114.110 of this part. If the Administrator or his designee disagrees with the Survey Officer, Standard Forms 1145 and 1145A shall be prepared and forwarded to the claimant as provided for in paragraph (c) of this section. After the claimant has signed and returned them, the Administrator or his designee shall sign them.

(f) If the Area or Regional Board of Survey or the Washington Board of Survey recommends that the claim not be paid, the claim shall nevertheless be processed to final action by the Administrator or his designee through all the appropriate stages outlined in the preceding paragraphs of this section.

§ 114.107 Limitations on authority.

(a) An award, compromise, or settlement of a claim in excess of $25,000 filed under this part shall not be effected without prior written approval of the U.S. Attorney General or his designee. For purposes of this paragraph, a principal claim and any derivative or subrogated claim shall be treated as a single claim.

(b) An administrative claim may be adjusted, determined, compromised, or settled under the Federal Tort Claims Act only after consultation with the Department of Justice when, in the opinion of the nonvoting member of the Washington Board of Survey and with the concurrence of the General Counsel:

(1) A new precedent or a new point of law is involved; or

(2) A question of policy is or may be involved; or

(3) The United States is or may be entitled to indemnity or contribution from a third party and the Administration is unable to adjust the third party claim; or

(4) The compromise of a particular claim, as a practical matter, will or may control the disposition of a related claim in which the amount to be paid may exceed $25,000.

(c) An administrative claim may be adjusted, determined, compromised, or settled by the Administration under the Federal Tort Claims Act only after consultation with the Department of Justice when the Administration is informed or is otherwise aware that the United States or an employee, agent, or cost-plus contractor of the United States is involved in litigation based on a claim arising out of the same incident or transaction.

§ 114.108 Referral to Department of Justice.

When Department of Justice approval or consultation is required under § 114.107, or the advice of the Department of Justice is otherwise to be requested, the referral or request shall be sent to the Assistant Attorney General, Civil Division, Department of Justice, in writing and shall contain (a) a short and concise statement of the facts and of the reasons for the referral or request, (b) copies of relevant portions of the Administration's claim file, and (c) a statement of the recommendations or views of the Administration. Such referrals may be made any time after the presentment of a claim to the Administration, and shall be transmitted by the General Counsel or his designee.

§ 114.109 Examination.

The Administration may request any other Federal agency to conduct a physical examination of a claimant and provide a report of the physical examination. Where reimbursement for such services is authorized or required by statute or regulation, the Administration may reimburse any Federal agency which conditions its compliance with the Administration's request upon such reimbursement.

§ 114.110 Final denial of claim.

Final denial of an administrative claim shall be in writing and sent to the claimant, his attorney, or legal representative by certified or registered mail. The notification of final denial may include a statement of the reasons for the denial and shall include a statement that, if the claimant is dissatisfied with the agency action, he may file a suit in an appropriate U.S. District Court not later than 6 months after the date of mailing of the notification.

§ 114.111 Action on approved claim.

(a) Payment of a claim approved under this part is contingent upon the claimant's or his duly authorized agent's or legal representative's executing the requisite copies of Standard Form 95, Standard Form 1145, and Standard Form 1145A. When a claimant is represented by an attorney, the voucher shall designate both the claimant and his attorney as payees. The check shall be delivered to the attorney, whose address shall appear on Standard Form 1145, voucher for payment of a claim under the Federal Tort Claims Act.

(b) Acceptance by the claimant, his agent, or legal representative, of any award, compromise, or settlement made pursuant to the Federal Tort Claims Act shall be final and conclusive on the claimant, his agent or legal representative and any other person on whose behalf or for whose benefit the claim has been presented, and shall constitute a complete release of any claim against the United States and against any employee of the Government whose act or omission gave rise to the claim, by reason of the same subject matter.

Effective date: June 29, 1967.

BERNARD L. BOUTIN,
Administrator.

[F.R. Doc. 67-7915; Filed, July 10, 1967; 8:46 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Airspace Docket No. 66-CE-104]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Federal Airways

On February 4, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 2452) stating that the Federal Aviation Agency was considering amendments to Part 71 of the Federal Aviation Regulations that would realign V-120 and V-15 west alternate via the Mitchell, S. Dak., VOR.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. All comments received were favorable.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., October 12, 1967, as hereinafter set forth.

Section 71.123 (32 F.R. 2009) is amended as follows:

1. In V-15 all between "12 AGL Huron, S. Dak.," and "12 AGL Aberdeen, S. Dak.," is deleted and "including a 12 AGL west alternate from Sioux Falls to Huron via Mitchell, S. Dak.;" is substituted therefor.

2. In V-120 "12 AGL Sioux Falls, S. Dak.;" is deleted and "12 AGL Mitchell, S. Dak.; 12 AGL Sioux Falls, S. Dak.;" is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Washington, D.C., on July 3, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7943; Filed, July 10, 1967; 8:48 a.m.]

[Airspace Docket No. 66-WE-76]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Area

On April 15, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 6060) stating that the Federal Aviation Administration was considering amendments to the Federal Aviation Regulations that would alter the controlled airspace in the vicinity of North Bend, Oreg.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. The only comment received was from the Air Transport Association, and they interposed no objection.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., September 14, 1967, as hereinafter set forth.

1. In § 71.171 (32 F.R. 2071) the North Bend, Oreg., control zone is amended to read:

NORTH BEND, OREG.

Within a 5-mile radius of North Bend Municipal Airport (latitude 43°25'00" N., longitude 124°14'45" W); within 2 miles each side of the North Bend VORTAC 044° radial, extending from the 5-mile radius zone to 6.5 miles northeast of the VORTAC; within 2 miles each side of the North Bend VORTAC 111° radial, extending from the 5-mile radius zone to 4.5 miles east of the VORTAC, and within 2 miles each side of a 330° bearing from the North Bend RBN extending from the 5-mile radius zone to 8 miles northwest of the airport.

2. In § 71.181 (32 F.R. 2148) the North Bend, Oreg., transition area is amended to read:

NORTH BEND, OREG.

That airspace extending upward from 700 feet above the surface within 2 miles each side of the North Bend VORTAC 004° radial, extending from the VORTAC to 6 miles north of the VORTAC; within 2 miles each side of the North Bend VORTAC 023° radial, extending from the VORTAC to 8 miles northeast of the VORTAC; within 2 miles each side of the North Bend VORTAC 044° radial, extending from the VORTAC to 11 miles northeast of the VORTAC; within 2 miles each side of the North Bend VORTAC 090° radial, extending from the VORTAC to 8 miles east of the VORTAC; within 2 miles each side of the North Bend VORTAC 111° radial, extending from the VORTAC to 13 miles east of the VORTAC; within 2 miles each side of the North Bend VORTAC 182° radial, extending from the VORTAC to 5 miles south of the VORTAC; within 2 miles each side of the North Bend VORTAC 270° radial, extending from the VORTAC to 10 miles west of the VORTAC; and that airspace extending upward from 1,200 feet above the surface within a 22-mile radius of the North Bend VORTAC, extending clockwise from the east edge of V-27, south of the VORTAC to the east edge of V-287 north of the VORTAC; within 5 miles north and 8 miles south of the North Bend VORTAC 090° radial, extending from the VORTAC to 12 miles east of the VORTAC.

(Secs. 307(a), 1110, Federal Aviation Act of 1958, 49 U.S.C. 1348, 1510; Executive Order 10854, 24 F.R. 9565)

Issued in Washington, D.C., on June 30, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7916; Filed, July 10, 1967; 8:46 a.m.]

[Airspace Docket No. 67-SW-43]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Albuquerque, N. Mex., control zone and transition area by deleting the controlled airspace which is based on the Albuquerque RBN. This action is necessary since the Albuquerque, N. Mex., RBN has been decommissioned, the facility converted to an SABH aid, and the instrument approach procedure based on the Albuquerque RBN has been canceled.

Since this amendment is less restrictive in nature, and lessens the burden on the public, notice and public procedures hereon are unnecessary and the amendment may be made effective immediately.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective immediately, as hereinafter set forth.

In § 71.171 (32 F.R. 2072) the Albuquerque, N. Mex. (Albuquerque Sunport Airport/Kirtland AFB) control zone is amended by deleting "* * * within 2 miles each side of the 188° bearing from the Albuquerque RBN extending from the 5-mile radius zone to 7 miles south of the RBN; * * *."

In § 71.181 (32 F.R. 2149) the Albuquerque, N. Mex., transition area is amended by deleting "* * * within 2 miles each side of the 188° bearing from the Albuquerque RBN, extending from the 14-mile radius area to 12 miles south of the RBN; * * *."

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Fort Worth, Tex., on June 30, 1967.

A. L. COULTER,
Acting Director, Southwest Region.

[F.R. Doc. 67-7917; Filed, July 10, 1967; 8:46 a.m.]

[Airspace Docket No. 66-EA-97]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On page 6579 of the FEDERAL REGISTER for April 28, 1967, the Federal Aviation Administration published a proposed rule which would alter the Akron, Ohio, 700-foot transition area.

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view of the foregoing, the proposed rule is adopted effective 0001 e.s.t., August 17, 1967.

(Sec. 307(a), Federal Aviation Act of 1958; 72 Stat. 749; 49 U.S.C. 1348)

Issued in Jamaica, N.Y., on June 19, 1967.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

1. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the Akron, Ohio, 700-foot floor transition area by adding the description of the 700-foot-floor transition area following the phrase "extending from the Akron-Canton OM to 12 miles south of the OM;" the following:

within a 5-mile radius of the Andrew W. Paton of Kent State University Airport, Kent, Ohio (41°09'05" N., 81°25'05" W.); within 2 miles each side of the Akron VORTAC 285° radial, extending from the Andrew W. Paton of Kent State University Airport 5-mile radius area to the VORTAC; within 2 miles each side of the Akron RBN 344° and 164° bearings, extending from the Andrew W. Paton of Kent State University Airport 5-mile radius area to 8 miles south of the RBN.

[F.R. Doc. 67-7918; Filed, July 10, 1967; 8:46 a.m.]

[Airspace Docket No. 67-SW-40]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Corpus Christi, Tex., transition area.

The Corpus Christi, Tex., transition area is described in section 71.181 (32 F.R. 2173). A portion of the 700-foot transition area is described as "* * * within 2 miles each side of the Corpus Christi RBN 048° bearing, extending from the International Airport 6-mile radius area to 8 miles northeast of the RBN."

The Corpus Christi RBN is scheduled for relocation and is no longer operational. It is therefore necessary to amend the Corpus Christi, Tex., transition area by deleting the controlled airspace which was based on the RBN.

Since this amendment lessens the burden on the public, notice and public procedure hereon are unnecessary.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective immediately, as hereinafter set forth.

In § 71.181 (32 F.R. 2173) the Corpus Christi, Tex., transition area is amended by deleting "* * * within 2 miles each side of the Corpus Christi RBN 048° bearing, extending from the International Airport 6-mile radius area to 8 miles northeast of the RBN * * *."

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Fort Worth, Tex., on June 30, 1967.

A. L. COULTER,
Acting Director, Southwest Region.

[F.R. Doc. 67-7919; Filed, July 10, 1967; 8:46 a.m.]

[Airspace Docket No. 67-SO-9]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Control Zone; Alteration

On February 18, 1967, F.R. Doc. 67-1872, effective March 2, 1967, was published in the FEDERAL REGISTER (32 F.R. 3049), amending Part 71 of the Federal Aviation Regulations by altering the effective times of designation of the Charlotte Amalie, Saint Thomas, V.I. (Harry S. Truman Airport), control zone.

In the above document, the last sentence of the description of the control zone read as follows: "The effective date and time will thereafter be continuously

published in the Airman's Information Manual."

Information concerning Puerto Rico, Swan Island, and Virgin Islands will be dropped from the Airman's Information Manual and published in the International Flight Information Manual and the International Notams publication. Therefore, it will be necessary to amend the last sentence in the description of the above control zone.

Since this amendment is editorial in nature, notice and public procedure thereon are unnecessary.

In consideration of the foregoing, effective immediately, F.R. Doc. 67-1872 is amended as follows:

The last sentence in the description of the Charlotte Amalie, Saint Thomas, V.I. (Harry S. Truman Airport), control zone is deleted and "The effective date and time will thereafter be continuously published in the FAA publication International Notams." is substituted therefor.

Since this action involves, in part, airspace outside the United States, the Administrator has consulted with the Secretary of State and the Secretary of Defense in accordance with the provisions of Executive Order 10854.

(Secs. 307(a), 1110, Federal Aviation Act of 1958, 49 U.S.C. 1348 and 1510; Executive Order 10854, 24 F.R. 9565)

Issued in Washington, D.C., on June 30, 1967.

T. McCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7921; Filed, July 10, 1967; 8:46 a.m.]

[Airspace Docket No. 67-WE-13]

PART 73—SPECIAL USE AIRSPACE

Alteration of Restricted Area

On April 28, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 6582) stating that the Federal Aviation Administration was considering an amendment to Part 73 of the Federal Aviation Regulations that would increase the time of designation of Restricted Area R-2518, Offshore of California.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. One comment was received which interposed no objection.

In consideration of the foregoing, Part 73 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., August 17, 1967, as hereinafter set forth.

In § 73.25 (32 F.R. 2297, 5709) Restricted Area R-2518 Offshore of California, is amended as follows: "Time of designation. Sunrise to sunset." is deleted and "Time of designation. Sunrise to 2000 local time." is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Washington, D.C., on July 3, 1967.

H. B. HELSTROM,
Acting Director, Air Traffic Service.

[F.R. Doc. 67-7944; Filed, July 10, 1967; 8:48 a.m.]

Title 15—COMMERCE AND FOREIGN TRADE

Chapter II—National Bureau of Standards, Department of Commerce

SUBCHAPTER A—FEE SCHEDULES FOR MEASUREMENT SERVICES

PART 200—GENERAL

Pursuant to authority contained in 15 U.S.C. 275a and 277, the following revision, effective upon publication in the FEDERAL REGISTER, supersedes in its entirety Part 200 of Subchapter A, Chapter II, Title 15 of the Code of Federal Regulations previously issued. This revision restates and expands the statement of policies and procedures relating to various measurement services, including calibrations and tests.

Sec.
200.100 Statutory functions.
200.101 Measurement research.
200.102 Standards for measurement.
200.103 Types of calibration and test services.
200.104 Consulting and advisory services.
200.105 Standard reference materials.
200.106 Critically evaluated data.
200.107 Publications.
200.108 Broadcasts.
200.109 Request procedure.
200.110 Shipping, insurance, and risk of loss.
200.111 Identification and operability of devices submitted.
200.112 Priority and time of completion.
200.113 Witnessing of operations.
200.114 Reports.
200.115 Use of results.
200.116 Fees.
200.117 Billing charges.

AUTHORITY: The provisions of this Part 200 issued under sec. 9, 31 Stat. 1450, as amended; 15 U.S.C. 277. Interprets or applies sec. 7, 70 Stat. 959; 15 U.S.C. 275a.

§ 200.100 Statutory functions.

(a) The National Bureau of Standards has been assigned the following functions (15 U.S.C. 271-278e):

(1) The custody, maintenance, and development of the national standards of measurement, and the provision of means and methods for making measurements consistent with those standards, including the comparison of standards used in scientific investigations, engineering, manufacturing, commerce, and educational institutions with the standards adopted or recognized by the Government.

(2) The determination of physical constants and properties of materials when such data are of great importance to scientific or manufacturing interests and are not to be obtained of sufficient accuracy elsewhere.

(3) The development of methods for testing materials, mechanisms, and structures, and the testing of materials, supplies, and equipment, including items purchased for use of Government departments and independent establishments.

(4) Cooperation with other governmental agencies and with private organizations in the establishment of standard practices, incorporated in codes and specifications.

(5) Advisory service to Government agencies on scientific and technical problems.

(6) Invention and development of devices to serve special needs of the Government.

(b) The calibration and testing activities of the Bureau stem from the functions in paragraph (a) (1) and (3) of this section. These activities are assigned primarily to the NBS Institute for Basic Standards. Its program provides the central basis within the United States for a complete and consistent system of physical measurement; coordinates that system and the measurement system of other nations; and furnishes essential services leading to accurate and uniform physical measurements throughout the Nation's scientific community, industry, and commerce.

(c) The provision of standard reference materials for sale to the public is assigned to the Office of Standard Reference Materials of the NBS Institute for Materials Research. It evaluates the requirements of science and industry for carefully characterized reference materials, stimulates the Bureau's efforts to develop methods for production of needed reference materials and directs their production and distribution. The items available under this program are listed in Subchapter B of this chapter.

(d) The provision of technical services to facilitate technical innovation and industrial use of the results of modern science and technology is assigned to the NBS Institute for Applied Technology. The principal elements of the Institute are (1) a Textiles and Apparel Technology Center furnishing specialized technical services to that industry; (2) technical divisions which provide services in technology of more general applicability; (3) the Clearinghouse for Federal Scientific and Technical Information which promotes widest effective use by the scientific community, industry, and commerce of current information in all fields of industrial technology; and (4) a Center for Computer Sciences and Technology which conducts research and provides technical services designed to improve cost effectiveness in the conduct of agency programs through the use of computers and related techniques.

§ 200.101 Measurement research.

(a) The NBS Institute for Basic Standards carries out the Bureau's function in developing an adequate national system of physical measurement, and in providing related calibration services. Its staff continually reviews the advances in science and the trends in technology, examines the measurement potentialities of newly discovered physical phenomena, and uses these to devise and improve standards, measuring devices, and meas-

urement techniques. As new requirements appear, there are continual shifts of program emphasis to meet the most urgent needs for the measurement of additional quantities, extended ranges, or improved accuracies.

(b) The basic research and development activities of the Bureau are primarily funded by direct appropriations, and are aimed at meeting broad general needs. When necessary, the Bureau also undertakes investigations or developments to meet some specialized physical measurement problem of another government agency, industrial group, or manufacturing firm, using funds supplied by that organization.

§ 200.102 Standards for measurement.

(a) (1) An international treaty, the Metric Convention, was signed by 18 countries in 1875. In 1893 the United States established prototype No. 27 of the international meter bar and prototype No. 20 of the international kilogram as U.S. Prototype Standards for length and mass. Representatives of many of the 80 nations now adhering to this treaty meet periodically, in the General Conference of Weights and Measures, to consider detailed proposals concerning international standards for physical measurement. The 11th Conference (1960) redefined the meter in terms of wavelengths of krypton 86 light, and agreed to adopt six units to serve as a practical base for an International System of Units (abbreviated SI from the French, Système International)—kilogram, meter, second, degree Kelvin, ampere, and candela. These are arbitrarily chosen but precisely defined magnitudes of six quantities of the physical world—mass, length, time, temperature, electric current, and luminous intensity, respectively—which are assigned unitary value in the International System. The units of the English System—pound, inch, second, degree Fahrenheit, etc.—and of other systems of units are related to the SI units by agreed-upon conversion factors. Consistent units for all other physical quantities needed by science and technology can be derived from, and their numerical values are fixed by, these SI units.

(2) The SI units for the six quantities are defined as follows:

(i) In terms of a prototype object:

(a) *Mass.* The kilogram is the mass of a platinum-iridium cylinder preserved at the International Bureau of Weights and Measures of Sèvres, France. Prototype No. 20 is kept at NBS; equivalent prototypes are kept by other countries.

(ii) In terms of natural phenomena:

(a) *Length.* The meter is the length of exactly 1,650,763.73 wavelengths of radiation in vacuum corresponding to the unperturbed transition between the levels $2p_{10}$ and $5d_5$ of the atom of krypton 86, the orange-red line.

(b) *Time interval.* The second was long defined as 1/86400 of the time required for an average complete rotation of the earth on its axis with respect to the sun. This led to the universal time scale (UT). Because of the slight slowing of the earth's average rotation rate (from 5 to 6 ms per year, each year), and other larger random fluctuations, the universal second thus defined is not a constant. The 11th Conference (1960) ratified the following definition: "the second is the fraction 1/31,556,925.9747 of the tropical year for January 0, 1900 at 12 o'clock ephemeris time." The 12th Conference (1964) authorized the designation of an atomic standard of frequency to be used temporarily for the physical measurement of time. The standard designated is "the transition between the hyperfine levels F=4, M=0, and F=3, M=0 of the ground state $2_{s_{1/2}}$ of the cesium 133 atom not perturbed by external fields, and the value 9,192,631,770 hertz is assigned to the frequency of this transition." Experimental evidence indicates that the two alternative definitions of the second are consistent within expected uncertainties.

(c) *Temperature.* The degree Kelvin is 1/273.16 of the thermodynamic temperature range between the triple point of water and absolute zero.

(d) *Electric current.* The ampere is that constant current which if maintained in two straight parallel conductors of infinite length, of negligible circular sections, and placed 1 meter apart in a vacuum, would produce between these conductors a force equal to 2×10^{-7} newton per meter of length.

(e) *Luminous intensity.* The candela is the luminous intensity of 1/60 of 1 square centimeter of projected area of a blackbody radiator at the temperature of freezing platinum.

(b) (1) Although the six base units, and others derived from them, are exactly defined, their practical use requires a realization through the development of accurate measurement standards. Measurement standards may be based on physical phenomena, specimen objects, signal sources, or reference instruments. Extensive theoretical studies and laboratory experiments are involved in their selection, design, construction, and operation.

(2) It will be noted that a kilogram mass standard can be calibrated only through a series of comparisons, starting from the International Prototype. The units for the other five base quantities, and all quantities derived from them, are in principle independently realizable in many laboratories. In practice, however, inevitable minor differences among instruments, environments, and operators are bound to introduce small discrepancies. Periodic comparison of standards and the resolution of these discrepancies is required for compatibility among domestic standards laboratories, as well as internationally.

(3) Within the United States, NBS consults with the major industrial and governmental standards laboratories, and cooperates with the Department of Defense and the National Conference of Standards Laboratories in conducting measurement agreement comparisons. Periodic intercomparisons of Bureau standards with those of other countries are made through the International Bureau of Weights and Measures, through international scientific organizations, or by direct arrangement. The operations of the International Bureau are supervised by the General Conference of Weights and Measures, to which U.S. delegates are appointed by the Department of State.

(4) Frequency and time comparisons within the United States are made between the National Bureau of Standards, the U.S. Naval Observatory, and manufacturers of frequency standards. The data from worldwide astronomical observations and from standards laboratories in many countries are coordinated by the International Bureau of the Hour, which announces recommended approximations for the rate difference between atomic and universal time, as well as for epoch adjustments.

§ 200.103 Types of calibration and test services.

(a) The Bureau has developed instrumentation and techniques for realizing standards for the six base units of the International System of Units, as agreed upon by the General Conference of Weights and Measures. Reference standards have been established not only for these six base units, but also for many derived quantities and their multiples and submultiples. Such reference standards, or equivalent working standards, are used to calibrate laboratory and plant standards for other organizations. Accuracy is maintained by stability checks, by comparison with the standards of other national and international laboratories, and by the exploration of alternative technique as a means of reducing possible systematic error.

(b) Calibrations for many types of instruments and ranges of physical quantities are described in the itemized schedules of this Subchapter. (See also NBS Miscellaneous Publication 250,[1] "Calibration and Test Services of the National Bureau of Standards.") Charges for many services are based upon established fees, while charges for some services are billed on the basis of actual costs incurred. (See subsequent Parts of this Subchapter for description of service items and schedule of fees.) Changes in services and fees are published in the FEDERAL REGISTER. Such changes are announced also in supplements to Miscellaneous Publication 250 and in the monthly NBS Technical News Bulletin.[1]

(c) Consideration will always be given to requests involving unusual physical quantities, upper or lower extremes of range, higher levels of accuracy, fast response speeds, short durations, broader ranges of associated parameters, or special environmental conditions. Such inquiries should describe as clearly as possible the measurement desired and the scientific or economic basis for the requirement to be satisfied.

(d) The Bureau's principal emphasis is on those calibrations and other tests requiring such accuracy as can be obtained only by direct comparison with its

[1] For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

reference standards. However, in order to maintain efficient utilization of specialized equipment and skilled personnel, NBS will at times undertake upon request to calibrate devices requiring lesser accuracy but suitable for working standards in plant or laboratory.

(e) Other services which may be obtainable include:

(1) Tests of measuring instruments to determine compliance with specifications or claims, when the evaluation is critical in national scientific or technical operations, and when suitable facilities are not available elsewhere.

(2) Referee tests in important cases when clients are unable to agree upon the method of measurement, the results of tests, or the interpretation of these results, but have agreed in advance in writing to accept and abide by the findings of the Bureau.

(f) In general, measurement services are not provided for organizations or individuals in foreign countries.

(g) The Bureau reserves the right to decline any request for services if the work would interfere with other activities deemed by the Director to be of greater importance.

§ 200.104 Consulting and advisory services.

(a) In areas of its special competence, the Bureau offers consulting and advisory services on physical or mathematical problems related to measurement, e.g., unusual or extreme conditions, methods of statistical control of the measurement process automated acquisition of laboratory data, and data reduction and analysis by computer. The Bureau at its discretion may make appropriate charges for rendering such services; the charges would be based upon actual costs.

(b) To enhance the competence of standards laboratory personnel, the Bureau conducts annually several group seminars on the precision measurement of specific types of physical quantities, offering the opportunity of laboratory observation and informal discussion. A 2-week summer course in electromagnetic measurements and standards is conducted biennially by the NBS Radio Standards Laboratory.

(c) Suggestions will be offered on measurement techniques and on other sources of assistance on calibration or measurement problems when the Bureau's own equipment and personnel are unable to undertake the work. The National Conference of Standards Laboratories issues a Directory of Standards Laboratories in the United States (obtainable from NCSL Secretariat, c/o National Bureau of Standards, Washington, D.C. 20234.) Others are listed in the ASTM Directory of Testing Laboratories, Commercial and Institutional. (Directory available from the American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pa. 19103.) Similar listings appear in buyer's guides for commerical products and in technical journals concerned with physical measurement.

§ 200.105 Standard reference materials.

Often the performance of a device or structure can be evaluated at the user's laboratory by comparing its response to unknown values with its response to a standardized specimen or a material of certified composition, properties, or purity. Several types of such specimens are listed in Part 202 of this Subchapter. (See also NBS Miscellaneous Publication 250.[1]) Carefully characterized materials are listed in Part 230 of Subchapter B of Chapter II, Title 15 of the Code of Federal Regulations. (See also Miscellaneous Publication 260,[1] "Standard Reference Materials".) The Office of Standard Reference Materials in the NBS Institute for Materials Research administers a program to provide all types of well-characterized materials that are needed to calibrate a measurement system or to produce scientific data that can be readily referred to a common base.

§ 200.106 Critically evaluated data.

Data on the physical properties of the thousands of well-defined substances which are commercially available need to be compiled and evaluated to be useful for reference in engineering design. The Office of Standard Reference Data in the NBS Institute for Basic Standards provides two-way communication with a number of governmental and nongovernmental data centers throughout the country. Its compilation and dissemination activities cover seven technical areas—nuclear data, atomic and molecular data, solid state data, thermodynamic and transport data, chemical kinetics, solloid and surface properties, and mechanical properties. Monthly accounts of progress appear in the National Standard Reference Data System News (available upon request from the Office of Standard Reference Data) and in the Technical News Bulletin.[1]

§ 200.107 Publications.

(a) The monthly NBS Technical News Bulletin[1] announces changes in services and fees, as published in the FEDERAL REGISTER. The Bulletin also describes recent results of Bureau staff work, lists currently issued publications, and carries sections giving up-to-date detailed information on standards and calibrations, standard reference materials, and the National Standard Reference Data System. A 6-year index to publications by Bureau authors will be found in a Supplement[1] to Miscellaneous Publication 240, Publications of the National Bureau of Standards, for July 1, 1960, to June 30, 1966. The index covers Monographs,[1] Technical Notes,[1] and all papers appearing either in the NBS Journal of Research[1] or in outside technical journals.

(b) Unclassified research and development reports from all Government agencies and their contractors are listed in a semimonthly Government-wide Index available from the NBS Clearinghouse for Federal Scientific and Technical Information, Springfield, Va. 22151. Publication series available from the Clearinghouse include Report Abstracts, Fast Announcement Service, Package Reviews, and Technical Translations.

§ 200.108 Broadcasts.

(a) The Radio Standards Laboratory of NBS broadcasts various types of standard frequency and time signals from four radio stations: WWV, WWVH, WWVL, and WWVB. (NBS Miscellaneous Publication 236,[1] "NBS Standard Frequency and Time Services", contains information concerning the broadcasts of various types of such signals from these four stations.) WWVH is located at Maui, Hawaii. WWV, WWVL, and WWVB are located at Fort Collins, Colo. (WWV was relocated in December 1966, from Greenbelt, Md.) Notices of precisions, accuracies, and adjustments in NBS clocks and radio emissions are published regularly in the FEDERAL REGISTER. (Such notices are published also in the Time and Frequency Service Bulletin which is available from the Radio Standards Laboratory on request.)

(b) Broadcasts from WWV are at nominal frequencies of 2.5, 5, 10, 15, 20, and 25 MHz, and from WWVH at 2.5, 5, 10, 15 MHz; the carrier frequencies and time pulse rates emitted by both are offset from nominal values in accordance with the Universal Time Coordinated (UTC) system. The frequency is offset by -300 parts in 10^{10}, and the time pulses occur at intervals slightly longer than 1 second. As recommended by the International Bureau of the Hour, the phase of the time pulses is occasionally adjusted to approximate UT2 within about 100 ms. The UT2 scale is a partly smoothed version of Universal Time (UT), as determined by astronomical observations and with annual and semiannual fluctuations removed. WWV and WWVH also provide standard musical pitch at 440 hertz, weather forecasts, and geophysical alerts. WWV broadcasts Universal Time—seconds, minutes, hours, and days of the year—in the code format of the National Aeronautics and Space Administration. For more precise determination of UT2, both WWV and WWVH broadcast in International Morse Code appropriate corrections based on astronomical data from the U.S. Naval Observatory, Washington, D.C.

(c) At WWVL, the modes of broadcast of the carrier and the timing signals are also in conformity with the UTC system.

(d) Station WWVB broadcasts on the standard radio frequency of 60 KHz without offset, emitting time marker pulses exactly 1 second apart, as determined by the NBS cesium clock. The phase of these pulses is reset every few months by 0.2-s adjustments, as recommended by the International Bureau of the Hour, in order to approximate UT2 within about 0.1 s. This is a coordinated system known as Stepped Atomic Time (SAT).

(e) The U.S. Naval Observatory also broadcasts standard UTC time and time interval (frequency), using both astronomical and atomic data. It coordinates a number of Navy and Coast Guard stations around the globe, and also monitors the NBS broadcasts. Both USNO and NBS monitor broadcasts from selected laboratories in foreign countries, and

[1] For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

tissue periodic comparisons of reference signals.

§ 200.109 Request procedure.

(a) A formal purchase order for the calibration or test should be sent prior to or at the time of shipment. This should provide clear identification of the instrument or standard being submitted, and give instructions for billing. If a client wishes to minimize the time during which his equipment is out of service, he can usually arrange to delay shipment until the test is scheduled to start. Requests from Federal agencies, or from State agencies, for calibrations or tests on material to be used on private or Federal contract work, should be accompanied either by purchase order or by letter or document authorizing the cost of the test to be billed to the agency.

(b) Acceptance of purchase orders does not imply acceptance of any provisions set forth in the order contrary to the policy, practice, or regulations of the National Bureau of Standards or the U.S. Government. (A statement to the effect that the National Bureau of Standards is an agency of the U.S. Government should satisfy other Government agencies with regard to compliance with Government regulations and Executive orders.)

(c) A test number will be assigned by the Bureau to each item (instrument or group of similar instruments or standards) when accepted for test. This test number should be referred to in all subsequent communications. If the apparatus submitted has been previously calibrated by the Bureau, reference should be made to the test number previously assigned, so that a continuing record of stability history can be established.

(d) Inquiries related to electrical standards in the radio frequency region (above 30 kHz, Part 201, §§ 201.701 through 201.950 of this subchapter), and on all frequency and time standards should be directed to:

Coordinator, Calibration Services, Radio Standards Laboratory, National Bureau of Standards, Boulder, Colo. 80302.

(e) Inquiries for measurement services listed in this subchapter, other than those noted in paragraph (d) of this section, should be directed to:

Test Administration Unit, National Bureau of Standards, Washington, D.C. 20234.

§ 200.110 Shipping, insurance, and risk of loss.

(a) Shipment of material to the Bureau for calibration or other test should be made only after the client has accepted the estimate of cost and the tentative scheduling.

(b) Calibrations of electrical standards in the radiofrequency region (above 30 kHz, Part 201, §§ 201.701 through 201.950 of this subchapter) are performed at Boulder, Colo. Shipments should be addressed to:

Coordinator, Calibration Services, Radio Standards Laboratory, National Bureau of Standards, Boulder, Colo. 80302.

If apparatus for high frequency is also to be given incidental low-frequency calibration, this may be done at Boulder, Colo., but if a complete range of low-frequency tests are needed, the instrument should be sent to:

National Bureau of Standards, Route 70S and Quince Orchard Road, Gaithersburg, Md.

(c) The calibrations listed in this subchapter, other than those noted in paragraph (b) of this section, are performed in the Bureau's laboratories at either Gaithersburg, Md., or Washington, D.C. For shipments which are heavy (in excess of 100 lbs.) or bulky (a combined girth in excess of 27 cu. ft.), request a shipping address from:

Test Administration Unit, National Bureau of Standards, Washington, D.C. 20234.

Items other than heavy or bulky shipments that are sent by common carrier, should be addressed to:

National Bureau of Standards, Route 70S and Quince Orchard Road, Gaithersburg, Md.

(d) Equipment sent to the Bureau must be properly packed to minimize likelihood of damage in shipment and handling. Suggestions on packing and shipping are made in some sections of the fee schedule. In every case, the client should consider the nature of the equipment, pack it accordingly, and clearly label shipments containing fragile instruments or materials, such as glass and the like. The use of "security express" should be considered in shipping delicate instruments.

(e) To minimize damage during shipment resulting from inadequate packing, the use of strong reusable containers is recommended. As an aid in preventing loss of such containers, the client's name should be legibly and permanently marked on the outside. In order to prolong the container's use, the notation Reusable Container, Do Not Destroy should be marked on the outside.

(f) Shipping and insurance coverage instructions, in order to be followed, must be clearly and legibly shown on the purchase order for the calibration or test. As the Bureau will not pay shipping or insurance charges and add this cost to the billing invoice, return shipment, when no shipping or insurance instructions are furnished, will be made by common carrier collect, but uninsured.

(g) When a test number has been assigned prior to shipment to the Bureau, this number should be clearly marked on the shipping container. When a test number has not been assigned, an invoice, copy of the purchase order, or letter should be enclosed in the shipment to insure proper identification. The original purchase order should be forwarded as appropriate to:

Test Administration Unit, National Bureau of Standards, Washington, D.C. 20234.
Coordinator, Calibration Services, Radio Standards Laboratory, National Bureau of Standards, Boulder, Colo. 80302.

(h) NBS will not be responsible for the risk of loss or damage to any item in shipping to or from the Bureau. Any arrangements for insurance covering this risk must be made by the client. Return shipment will be made by the Bureau as indicated in paragraph (f) of this section. The purchase order should always show the value of the equipment, and if transit insurance is carried by the client, this fact should be stated.

(i) The risk of loss or damage in handling or testing of any item by NBS must be assumed by the client, except when it is determined by the Bureau that such loss or damage was occasioned solely by the negligence of Bureau personnel.

§ 200.111 Identification and operability of devices submitted.

(a) Since the data provided by the Bureau's report is specific to the individual item or piece of apparatus tested, it is essential that this piece be identified uniquely by an appropriate number or symbol. In most cases, the manufacturer's name and serial numbers are used. When such a number is lacking, an alternative identifying mark should be provided. If none is found, the Bureau may apply an appropriate one, usually the Bureau's Test Number, for which an additional charge may be made.

(b) All apparatus submitted for calibration and test must be in good operating condition. Repairs and adjustments should be attended to by the client prior to shipment. Apparatus not in good condition cannot be tested, nor can the Bureau undertake the repair or adjustment of any equipment, except by special arrangement. If it is evident that equipment has been abused or has not received proper care, a test ordinarily will not be conducted. If defects are found at the Bureau after a test has begun, this fact will be reported, the test may be terminated, and a report issued summarizing such information as has been found, and a fee charged in accordance with the amount of work done.

§ 200.112 Priority and time of completion.

(a) Except for emergency Government work, calibrations and other tests are in general undertaken in the order in which requests are received.

(b) The date at which a test will be completed depends on a number of factors, such as the condition of submitted equipment, setup time, duration of test run, limitations on available personnel, occasional large backlogs of work, and grouping of tests of similar devices to lessen costs. Sometimes repetitive runs are needed to determine reliability of results, or peculiar behavior is noted, requiring unusually careful investigation. The Bureau will cooperate with a client to minimize the out-of-use time for his equipment, and will upon request inform him of a probable starting date and give notice of unexpected delays in completion of the work. Estimates of completion dates are therefore provisional.

§ 200.113 Witnessing of operations.

The Bureau welcomes scientists and engineers who may wish to visit its laboratories and discuss its methods. However, visitors ordinarily will not be permitted to witness the actual carrying out of highly precise measurements because their presence introduces distraction

that may lead to errors or delays. This policy may be waived in those cases where the visitor can be of service in setting up apparatus of a new or unusual nature, in the case of referee tests, or in other cases in which the legal validity of the result may require the presence of duly authorized witnesses.

§ 200.114 Reports.

Results of calibrations and other tests are issued as reports entitled, "National Bureau of Standards Report of Calibration," "National Bureau of Standards Report of Test," or "National Bureau of Standards Report of Analysis," as appropriate. The report form used carries no special significance. Whenever formal certification is required by law, or to meet special conditions adjudged by the National Bureau of Standards to warrant it, a letter will be provided certifying that the particular item was received and calibrated or tested, and identifying the report containing the results.

§ 200.115 Use of results.

(a) The NBS report of calibration or test contains data which pertain only to the particular device or specimen calibrated or tested. There is no implication that other items of the same lot or type will show comparable results. However, on the basis of tests on a sample of instruments or objects drawn from a lot of nominally identical items, in accordance with an approved sampling procedure, the Bureau may declare that the entire lot does or does not meet stated requirements for acceptance.

(b) The results given in the NBS report are limited to the condition of the equipment at the time of calibration or test. Clients should not assume that comparable performance will be sustained unless suitable precautions are taken in handling and use.

(c) The National Bureau of Standards does not "approve," "recommend," or "endorse" any proprietary product or material, either as a single item or as a class or group. Results reported by the Bureau shall not be used in advertising or sales promotion, or to indicate explicit or implicit endorsement of the product or material by the Bureau.

§ 200.116 Fees.

(a) In accordance with 15 U.S.C. 271–278e, fees are charged for all calibrations and tests made by the National Bureau of Standards.

(b) This fee schedule is published subject to the above-mentioned basic act which authorizes the Secretary of Commerce, from time to time, to make regulations regarding the payment of fees, the limits of tolerance on standards submitted for verification, and related matters.

§ 200.117 Billing charges.

The minimum billing charge for any test request accepted by the Bureau is $10, unless otherwise indicated in a particular fee schedule. If apparatus is returned without testing, a minimum charge of $10 may be made to cover handling. Fees for tests include the cost of preparation of an original report. Additional copies ordinarily are not issued to other than the recipient of the original, and are not issued unless the client has shown a technical need for them. Copies of reports requested subsequent to the date of tests will be supplied at cost, with a minimum charge of $5. All checks should be made payable to NBS, Department of Commerce.

Dated: June 21, 1967.

A. V. Astin,
Director.

[F.R. Doc. 67-7903; Filed, July 10, 1967; 8:45 a.m.]

SUBCHAPTER C—TRANSCRIPT SERVICES

PART 235—TRANSCRIPT SERVICES

Motion Picture Films

The following revision to 15 CFR 235.1 announces additional motion picture films available from the National Bureau of Standards, and changes the item numbering system which identifies the films. For convenience, all of § 235.1 is reprinted. This revision supersedes in its entirety 15 CFR 235.1.

Section 235.1 *Motion pictures* is revised as follows:

§ 235.1 Motion pictures.

(a) The films listed in paragraph (c) of this section are available on loan from the National Bureau of Standards free of charge. The borrower, however, is required to pay return parcel post and insurance charges. Requests for the films should be directed to the Office of Technical Information and Publications, National Bureau of Standards, Washington, D.C. 20234.

(b) Prints may be purchased by writing to the above address for "authorization to purchase" forms and instructions. Completed forms, upon approval by the National Bureau of Standards, authorize duplication of the film by a commercial firm who will ship the film and bill the purchaser direct.

(c) All films are 16mm sound and color.

ITEM AND DESCRIPTION

141–1.1 "Preparation of White Cast-Iron Standards," 1965; 550 feet; running time 15½ minutes.
141–1.2 "Calibration of the Platinum Resistance Thermometer," 1964; 575 feet; running time 16 minutes.
141–1.3 "Mixing Nonhomogeneous Air Streams," 1964; 225 feet; running time 6 minutes.
141–1.4 "Scatter Radar: Space Research from the Ground," 1963; 864 feet; running time 23 minutes.
141–1.5 "Ultrasonic Thermometer," 1962; 145 feet; running time 4 minutes.
141–1.6 "Trapping of Free Radicals at Low Temperatures," 1960; 510 feet; running time 13½ minutes.
141–1.7 "Understanding the Physical World Through Measurement," 1957; 1,120 feet; running time 33 minutes.
141–1.8 "Assignment—Weights and Measures," 1957; 674 feet; running time 18 minutes.
141–1.9 "Testing Mass Standards by Substitution," 1956; 809 feet; running time 22 minutes.
141–1.10 "A True Standard," 1954; 438 feet; running time 12 minutes.
141–1.11 "Four Experiments in Hydraulics," 1953; 607 feet; running time 16½ minutes.
141–1.12 "Silicate Cement," 1947; 657 feet; running time 18 minutes.
141–1.13 "Dental X-Ray Equipment: Alteration for Modern Radiation Hygiene," 1959; 629 feet; running time 18 minutes.
141–1.14 "Dental Materials: Specification and Certification," 1955; 766 feet; running time 21 minutes.
141–1.15 "A Porcelain Jacket Crown Technique," 1955; 856 feet; running time 23 minutes.
141–1.16 "Dental Burs in Action," 1955; 365 feet; running time 10 minutes.
141–1.17 "Hazards of Dental Radiography," 1954; 505 feet; running time 13 minutes.
141–1.18 "A Method of Mixing Silicate Cement," 1953; 329 feet; running time 8½ minutes.
141–1.19 "The Casting of Dental Gold Alloys: Thermal Expansion Technique," 1951; 632 feet; running time 16½ minutes.
141–1.20 "Denture Resin," 1949; 657 feet; running time 18 minutes.
141–1.21 "Dental Amalgam: Failure Caused by Moisture Contamination," 1948; 502 feet; running time 15 minutes.
141–1.22 "Dental Roentgenographic Film Characteristics and Use in Radiation Hygiene," 1962; 754 feet; running time 20 minutes.

(R.S. 161; 5 U.S.C. 301)

Effective date. This revision is effective upon publication in the FEDERAL REGISTER.

A. V. Astin,
Director.

JUNE 21, 1967.

[F.R. Doc. 67-7904; Filed, July 10, 1967; 8:45 a.m.]

Title 17—COMMODITY AND SECURITIES EXCHANGES

Chapter II—Securities and Exchange Commission

PART 200—ORGANIZATION; CONDUCT AND ETHICS; AND INFORMATION AND REQUESTS

Subpart D—Information and Requests

FEES FOR SPECIAL SERVICES

On June 30, 1967, the Securities and Exchange Commission amended § 200.80 of Title 17 of the Code of Federal Regulations to reflect implementation of the recently enacted amendment of section 3 of the Administrative Procedure Act, 5 U.S.C. 552. In further implementation thereof, and in accordance with paragraph (g) of § 200.80 of this title, a new Appendix E is added as § 200.80e of this title, reading as follows:

§ 200.80e Appendix E—Schedule of fees for special services.

(a) *Searching and attestation services.* (1) Searching for and preparing records requested for inspection or copying (including overhead costs):

First one-half man-hour	No fee
Each additional one-half man-hour or fraction thereof	$2.50
Attestation with Commission Seal (in addition to other fees, if any)	2.00

(2) Payment for the above services must be made by check or money order payable to: "Treasurer of the United States". Address mailed payments to:

Comptroller, Securities and Exchange Commission, Washington, D.C. 20549.

(b) *Copies of documents.* (1) Documents are copied by a commercial copier under an annual contract with the Commission. All requests for copies should be directed to the Public Reference Section, Securities and Exchange Commission, Washington, D.C. 20549. Copies when authorized will be sent directly to the purchaser by the contract copier unless attestation is requested. Purchaser will be billed by the copier for the cost of the copies; and by the Commission separately for the attestation and searching fees, if any. Cost estimates with respect to any copying job will be supplied upon request.

Page size up to 8½ inches by 14 inches, per page	$0.09
Page size between 8½ by 14 and 14 by 18 inches, per page	.15
Page size between 14 x 18 and 18 x 24 inches, per page	.25
Page size larger than 18 x 24 inches (per section, match and join)	.25
Minimum charge per order	2.00

(2) Expedited service can be obtained at a premium of 25 percent over the above copying charges. Regular orders generally will be filled within 5 days of their receipt (if additional time is required, advice to that effect will be given). Payment of charges must be made to the official copier, not the SEC, in the manner specified on the company invoice.

(3) In addition to the ordinary copying services described above, the contract copier maintains coin-operated machines in the public reference rooms of the Commission in Washington, D.C., New York, and Chicago. These machines, which are operated by customers on a do-it-yourself basis, can be used to make immediate copies of material available for inspection, at a cost of 25 cents per page (up to 9 inches by 14 inches in size).

(Sec. 3, 60 Stat. 238, as amended, P.L. 90-23, 81 Stat. 54, 5 U.S.C. 552; secs. 19, 23, 48 Stat. 85, 901, as amended, 15 U.S.C. 77s, 78w; sec. 20, 49 Stat. 833, 15 U.S.C. 79t; sec. 319, 53 Stat. 1173, 15 U.S.C. 77sss; secs. 38, 211, 54 Stat. 841, 855, 15 U.S.C. 80a-37, 80b-11)

Effective date. The foregoing amendment shall become effective July 4, 1967.

[SEAL] ORVAL L. DUBOIS,
Secretary.

JULY 3, 1967.

[F.R. Doc. 67-7908; Filed, July 10, 1967; 8:45 a.m.]

Title 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

SUBCHAPTER A—GENERAL

PART 8—COLOR ADDITIVES

Subpart D—Listing of Color Additives for Food Use Exempt From Certification

CORN ENDOSPERM OIL; LISTING FOR FOOD USE; EXEMPTION FROM CERTIFICATION

In the matter of establishing a regulation listing and exempting from certification the color additive corn endosperm oil for use in chicken feed:

An order in the above-identified matter was published in the FEDERAL REGISTER of March 30, 1967 (32 F.R. 5324). The original petitioner, Corn Products Co., 717 Fifth Avenue, New York, N.Y. 10022, subsequently submitted data showing that the color additive produced by good manufacturing practice cannot reasonably meet the 50 parts per million specification for isopropyl alcohol and has requested that the specification be changed to 100 parts per million. The Commissioner of Food and Drugs finds that such a change is necessary and will not adversely affect the public health.

Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 706(b), (c)(2), (d), 74 Stat. 399-403; 21 U.S.C. 376(b), (c)(2), (d)) and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (21 CFR 2.120): *It is ordered*, That § 8.322 (b) (32 F.R. 5324) be amended by changing the item reading "Isopropyl alcohol, not more than 50 parts per million" to read "Isopropyl alcohol, not more than 100 parts per million."

No other response was received to the order of March 30, 1967; therefore, aside from the amendment herein ordered, § 8.322 became effective May 29, 1967.

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. 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, and such objections must be supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in six copies.

Effective date. This order shall become effective 60 days from the date of its publication in the FEDERAL REGISTER, except as to any provisions that may be stayed by the filing of proper objections. Notice of the filing of objections or lack thereof will be announced by publication in the FEDERAL REGISTER.

(Sec. 706(b), (c)(2), (d), 74 Stat. 399-403; 21 U.S.C. 376(b), (c)(2), (d))

Dated: June 30, 1967.

WINTON B. RANKIN,
Deputy Commissioner of Food and Drugs.

[F.R. Doc. 67-7955; Filed, July 10, 1967; 8:49 a.m.]

SUBCHAPTER C—DRUGS

PART 141c—BACITRACIN AND BACITRACIN-CONTAINING DRUGS; TESTS AND METHODS OF ASSAY

PART 146e—CERTIFICATION OF BACITRACIN AND BACITRACIN-CONTAINING DRUGS

Antibiotic Troches

No comments were received in response to the notice published in the FEDERAL REGISTER of February 2, 1967 (32 F.R. 1184), proposing the issuance of new regulations to provide for the certification of certain antibiotic troches (identified herein). It is concluded that the proposed regulations should be issued as set forth below.

Therefore, pursuant to the authority vested in the Secretary of Health, Education, and Welfare by the Federal Food, Drug, and Cosmetic Act (sec. 507, 59 Stat. 463, as amended; 21 U.S.C. 357) and delegated by him to the Commissioner of Food and Drugs (21 CFR 2.120), Parts 141e and 146e are amended by adding thereto new sections, as follows:

§ 141e.436 Bacitracin-neomycin sulfate-tyrothricin troches; zinc bacitracin-neomycin sulfate-tyrothricin troches.

(a) *Potency*—(1) *Bacitracin content.* Dissolve 5 troches in sufficient 1.0 percent phosphate buffer, pH 6.0, to give a concentration of 10 units of bacitracin per milliliter (estimated), or if they contain zinc bacitracin dissolve 5 troches in sufficient 0.01*N* HCl to give a concentration of 10 units of bacitracin per milliliter (estimated), and proceed as directed in § 141e.401(a)(1) except § 141e.401(a)(1)(i). In lieu of the directions in § 141e.401(a)(1)(i), prepare the standard as follows: Prepare the stock solution as directed in § 141e.401(a)(1)(i), except that the dilutions for assay are prepared to contain the same ratio of 0.01*N* HCl to 1 percent phosphate buffer, pH 6.0, as the sample under test. The content of bacitracin is satisfactory if it is not less than 90 percent and not more than 125 percent of the number of units of bacitracin that it is represented to contain.

(2) *Neomycin content.* Proceed as directed in § 1481.1(b)(1) of this chapter, except prepare the sample for assay as

follows: Dissolve a representative number of troches in 0.1*M* potassium phosphate buffer, pH 8.0, to make a stock solution of convenient concentration. Make estimated dilutions to the reference concentration with 0.1*M* potassium phosphate buffer, pH 8.0. The content of neomycin is satisfactory if it is not less than 90 percent and not more than 125 percent of the number of milligrams of neomycin that it is represented to contain.

(3) *Tyrothricin content*. Proceed as directed in § 148r.1(b)(1) of this chapter, except prepare the sample for assay as follows: Dissolve a representative number of troches in 20 milliliters of distilled water. Further dilute in 95 percent alcohol to give a stock solution of convenient concentration. Make proper estimated dilutions with 95 percent alcohol to the prescribed reference concentration. The content of tyrothricin is satisfactory if it is not less than 90 percent and not more than 125 percent of the number of milligrams of tyrothricin that it is represented to contain.

(b) *Moisture*. Proceed as directed in § 141a.5(a) of this chapter.

§ 146e.436 Bacitracin-neomycin sulfate-tyrothricin troches; zinc bacitracin-neomycin sulfate-tyrothricin troches.

(a) *Standards of identity, strength, quality, and purity*. Bacitracin-neomycin sulfate-tyrothricin troches and zinc bacitracin-neomycin sulfate-tyrothricin troches are troches composed of bacitracin or zinc bacitracin, neomycin sulfate, and tyrothricin, with one or more suitable and harmless diluents, binders, lubricants, colorings, and flavorings, and with or without benzocaine. Each troche contains 50 units of bacitracin or zinc bacitracin, 3.5 milligrams of neomycin, 1.0 milligram of tyrothricin, and, if it contains benzocaine, 5.0 milligrams thereof. The moisture content is not more than 5.0 percent. The bacitracin used conforms to the standards prescribed by § 146e.401(a) (1), (3), (5), (6), and (7). The zinc bacitracin used conforms to the standards prescribed by § 146e.418(a). The neomycin sulfate used conforms to the standards prescribed by § 148i.1(a)(1) (i), (iv), (v), (vi), and (vii) of this chapter. The tyrothricin used conforms to the standards prescribed by § 148r.1(a)(1) of this chapter. Each other substance used, if its name is recognized in the U.S.P. or N.F., conforms to the standards prescribed therefor by such official compendium.

(b) *Packaging*. Unless each troche is enclosed in foil or plastic film and such enclosure is a tight container as defined by the U.S.P., except the provision that it shall be capable of tight reclosure, the immediate container shall be a tight container as so defined. The immediate container may also contain a desiccant separated from the troches by a plug of cotton or other like material. The composition of the immediate container, or foil or film enclosure, shall be such as will not cause any change in the strength, quality, or purity of the contents beyond any limit therefor in applicable standards, except that minor changes so caused which are normal and unavoidable in good packaging, storage, and distribution practice shall be disregarded.

(c) *Labeling*. In addition to the labeling requirements prescribed by § 1.106 (b) of this chapter (regulations issued under sec. 502(f) of the act), each package shall bear on its label or labeling, as hereinafter indicated, the following:

(1) On the outside wrapper or container and the immediate container, the statement "Expiration date _____," the blank being filled in with the date that is 12 months after the month during which the batch was certified, except that the blank may be filled in with the date that is 18, 24, 30, 36, 42, 48, 54, or 60 months after the month during which the batch was certified if the person who requests certification has submitted to the Commissioner results of tests and assays showing that after having been stored for such period of time such drug as prepared by him complies with the standards prescribed therefor by paragraph (a) of this section.

(b) On the circular or other labeling within or attached to the package, information to the effect that the drug is for use only following tonsillectomy as an aid in preventing local infection and secondary hemorrhage due to local infection.

(d) *Requests for certification; samples*. In addition to the requirements of § 146.2 of this chapter, each such request shall contain:

(1) Results of tests and assays on:

(i) The bacitracin or zinc bacitracin used in making the batch: Potency, moisture, toxicity, pH, and ash content, except that if it is zinc bacitracin, zinc content in lieu of ash content.

(ii) The neomycin sulfate used in making the batch: Potency, toxicity, moisture, pH, and identity.

(iii) The tyrothricin used in making the batch: Potency, moisture, and identity.

(iv) The batch for bacitracin content, neomycin content, tyrothricin content, and moisture.

(2) Samples required:

(i) The bacitracin or zinc bacitracin used in making the batch: 10 packages, each containing approximately 500 milligrams.

(ii) The neomycin sulfate used in making the batch: 10 packages, each containing approximately 300 milligrams.

(iii) The tyrothricin used in making the batch: 5 packages, each containing approximately 300 milligrams.

(iv) The batch: A minimum of 30 troches.

(v) In case of an initial request for certification, each other ingredient used in making the batch: 1 package of each containing approximately 5 grams.

(e) *Fees*. The fee for the services rendered with respect to each batch under the regulations in this section shall be:

(1) $1.25 for each troche submitted in accordance with paragraph (d)(2)(iv) of this section; $4 for each package in the samples submitted in accordance with paragraph (d)(2) (i), (ii), (iii), and (v) of this section.

(2) If the Commissioner considers that investigations, other than examination of such troches and packages are necessary to determine whether or not such batch complies with the requirements of § 146.3 of this chapter for the issuance of a certificate, the cost of such investigations.

Effective date. This order shall be effective upon publication in the FEDERAL REGISTER.

(Sec. 507, 59 Stat. 463, as amended; 21 U.S.C. 357)

Dated: June 30, 1967.

JAMES L. GODDARD,
Commissioner of Food and Drugs.

[F.R. Doc. 67-7956; Filed, July 10, 1967; 8:50 a.m.]

Title 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs, Department of the Treasury

[T.D. 67-155]

CUSTOMS AUTOMATED ACCOUNTING SYSTEM

Suspension of Effective Date

The date(s) for implementing the automated accounting system in each of the following regions as published in Treasury Decision 67-33 (32 F.R. 492) and amended by Treasury Decision 67-71 (32 F.R. 3741), is temporarily suspended. The effective date of the regulations implementing the automated accounting system in these regions will be announced by publication of a notice in the FEDERAL REGISTER.

Region No.	*Headquarters*
V	New Orleans, La.
VI	Houston, Tex.
VII	Los Angeles, Calif.
VIII	San Francisco, Calif.
IX	Chicago, Ill.
II	New York, N.Y.

Attention is again called to the fact that, although courtesy notices of liquidation will be issued as soon as possible after the system is implemented, the posting of the bulletin notice of liquidation provided for in § 16.2 of the Customs Regulations will continue to constitute full compliance with the requirement for giving notice of liquidation under section 505, Tariff Act of 1930 (19 U.S.C. 1505).

The importer number is essential to proper association of transactions with the importer of record and must be on file to afford timely recording and reporting of information by the Data Center under the automated accounting system. Brokers and importers are requested, therefore, to comply with § 24.5 of the Customs Regulations which became effective February 1, 1967, upon issuance of T.D. 67-33, dated January 9, 1967, and file their identification numbers (Customs Form 5106), even though the customs region in which they are doing

business is not scheduled for automation until a later date.

[SEAL] LESTER D. JOHNSON,
Commissioner of Customs.

Approved: June 28, 1967.

TRUE DAVIS,
Assistant Secretary of the Treasury.

[F.R. Doc. 67-7926; Filed, July 10, 1967; 8:47 a.m.]

Title 31—MONEY AND FINANCE: TREASURY

Chapter II—Fiscal Service, Department of the Treasury

SUBCHAPTER A—BUREAU OF ACCOUNTS

PART 205—WITHDRAWAL OF CASH FROM THE TREASURY FOR ADVANCES UNDER FEDERAL PROGRAMS

Subchapter A, Chapter II of Title 31 of the Code of Federal Regulations is amended by a new part, designated Part 205 (also appearing as Treasury Department Circular 1075 (Revised), dated Feb. 13, 1967) reading as follows:

Sec.
205.1 Purpose.
205.2 Scope of regulations.
205.3 General policy.
205.4 Letter-of-credit method of financing advances.
205.5 Implementing instructions.

AUTHORITY: The provisions of this Part 205 are issued under R.S. 161, as amended; 5 U.S.C. 301.

§ 205.1 Purpose.

This part is issued in recognition of the facts that Federal programs which involve cash advances to organizations outside the Federal Government constitute a significant portion of the Federal Budget and that timing of advance payments has a substantial impact on the Treasury, including the level of the public debt and financing costs. The purpose of this part is to preclude withdrawals from the Treasury any sooner than necessary to finance the operations of recipients of advances.

§ 205.2 Scope of regulations.

The regulations in this part cover disbursement practices for all advances under Federal grant or other programs, including advances to a State and local government, educational institution, international organization, and any other public and private organization, hereinafter referred to as "recipient organization". Coverage is intended to be so broad as to apply to any program requiring advance Federal payments to finance the recipient organization's activities in carrying out that program, whether by contract, grant, contribution, or other form of agreement. Programs involving either administrative budget or trust funds are covered. Programs for which disbursements are made, or will be made, as reimbursements for work performed or which require delivery or performance before payment are not covered by this part.

§ 205.3 General policy.

Advances shall be limited to the minimum amounts possible. Advances shall be timed to be in accord with the actual cash requirements of the recipient organization in carrying out the purpose of the approved program or project. For relatively small operations (where the aggregate annual amount of advances is under $250,000) the amount of cash advances in the hands of the recipient organization shall not at any time exceed 1 month's needs and the agency authorizing the advance shall be guided accordingly. For larger operations the amount of cash advances in the hands of the recipient organization shall be as close to daily needs as administratively feasible. In general, the larger the annual amount of advances to any recipient organization, the more frequent specific cash advances shall be.

§ 205.4 Letter-of-credit method of financing advances.

(a) *Applicability.* Whenever the purpose of this part cannot be fully accomplished by making advances by check under regular disbursement procedure, the letter-of-credit method shall be considered. Letters of credit provide recipient organizations with the means of obtaining funds promptly from the Treasury, from time to time, as close to actual daily needs as administratively feasible, under approved Federal programs. Alternative methods of making advances may be approved by the Treasury if equally advantageous in meeting the purpose of this part.

(b) *Limitations.* The letter-of-credit method shall not apply unless (1) the Federal department or agency has, or expects to have, a continuing relationship of at least 1 year with a recipient organization, and (2) the annual amount of advances will be at least $250,000. Documents drawing on letters of credit ordinarily will not be in amounts less than $10,000 or more than $1 million, but in no case more than $5 million unless so stated on the letter of credit.

(c) *Execution.* Each letter of credit (Standard Form 1193) shall be executed by an authorized certifying officer of the department or agency concerned and the provisions of this part shall be considered as part of the conditions therein.

(d) *Drawdowns.* Recipient organizations shall draw on letters of credit by issuing a payment voucher, Standard Form 218. Each payment voucher, bearing the signature and, if required, the countersignature of the individuals so authorized by the recipient organization, shall be forwarded through the commercial bank in which the recipient organization has its account to the appropriate Federal Reserve Bank or branch, where the payment voucher will be reviewed for compliance herewith and the payment charged to the general account of the Treasurer of the United States. The amount of each payment voucher paid by a Federal Reserve Bank or branch to a designated commercial bank for credit to the account of the recipient organization shall constitute payment to the recipient organization by the United States.

(e) *Signature cards.* The Federal department or agency, before issuing a letter of credit, shall secure from the recipient organization a signature card, Standard Form 1194, bearing (1) the names and signatures of the individuals authorized to sign and, if required, countersign payment vouchers, and (2) the signature of an official of the recipient organization who has authority to designate the individuals so authorized. The signature card shall be signed by an authorized certifying officer of the Federal department or agency evidencing that agency's approval of the signatures. The Federal department or agency concerned is responsible for determining that the official of the recipient organization whose signature appears in accord with subparagraph (2) of this paragraph is duly authorized to designate the individuals indicated in subparagraph (1) of this paragraph. If deemed necessary in fulfilling such responsibility, the Federal department or agency may also secure from the recipient organization a designation, authenticated by its governing body (or by the officer duly authorized in the case of a public agency) of the official or officials of the recipient organization, together with specimens of their signatures, who are authorized to designate the individuals to sign payment vouchers.

(f) *Disposition.* Letters of credit, together with related signature cards, shall be transmitted to the Bureau of Accounts, Department of the Treasury, Washington, D.C. 20226, for transmittal to the appropriate Federal Reserve Bank or branch and a copy of the letter of credit shall be furnished to the recipient organization. A recipient organization shall not submit, and a Federal Reserve Bank or branch shall not charge the account of the Treasurer of the United States for, any payment voucher which exceeds the balance of the letter or credit remaining available, or which does not contain the signature and, if required, countersignature of the individuals authorized to sign the payment voucher.

§ 205.5 Implementing instructions and forms.

(a) Procedural requirements under this part will be promulgated by the Commissioner of Accounts in the "Treasury Fiscal Requirements Manual for Guidance of Departments and Agencies."

(b) Agency procedures to accomplish the objective of this part will be submitted to the Commissioner of Accounts, Bureau of Accounts, for approval in behalf of the Fiscal Assistant Secretary.

(c) The forms required by this part will be furnished to recipient organizations by the Federal grantor agency.

Effective date. This addition to Subchapter A is effective immediately.

Dated: July 5, 1967.

[SEAL] JOHN K. CARLOCK,
Fiscal Assistant Secretary.

[F.R. Doc. 67-7927; Filed, July 10, 1967; 8:47 a.m.]

Title 42—PUBLIC HEALTH

Chapter I—Public Health Service, Department of Health, Education, and Welfare

SUBCHAPTER D—GRANTS

PART 57—GRANTS FOR CONSTRUCTION OF HEALTH RESEARCH FACILITIES (INCLUDING MENTAL RETARDATION RESEARCH FACILITIES), TEACHING FACILITIES, STUDENT LOANS, EDUCATIONAL IMPROVEMENT AND SCHOLARSHIPS

Subpart H—Grants To Improve the Quality of Training Centers for Allied Health Professions

SPECIFIED CURRICULUM AND ASSURANCES REQUIRED

Notice of proposed rule making, public rule making procedures, and postponement of effective date have been omitted in the issuance of the following amendments to Subpart H—Grants To Improve the Quality of Training Centers for Allied Health Professions, which relates solely to grants. The purposes of these amendments are (1) to add medical technology and optometric technology to the list of curriculums leading to the associate degree which are eligible for improvement grants; and (2) to revoke the requirement that an applicant for a basic improvement grant must provide assurance for the development of a coordinated program of training for the health occupations. The following amendments shall become effective on the date of publication in the FEDERAL REGISTER.

1. Paragraph (b) of § 57.703 is revised to read as follows:

§ 57.703 Specified curriculums.

* * * * *

(b) Basic and special improvement grant funds authorized under section 792 of the Act may also be used to develop and improve curriculums which qualify students for the associate degree or its equivalent and for employment as one of the following:

(1) X-ray Technician.
(2) Medical Records Technician.
(3) Inhalation Therapy Technician.
(4) Dental Laboratory Technician.
(5) Dental Hygienist.
(6) Dental Assistant.
(7) Ophthalmic Assistant.
(8) Occupational Therapy Technician.
(9) Food Service Assistant.
(10) Medical Technologist.
(11) Optometric Technologist.

* * * * *

2. Paragraph (d) of § 57.707 is revoked.

§ 57.707 Assurances required.

* * * * *

(d) [Revoked]

* * * * *

(Secs. 215(b), 795 of the Public Health Service Act as amended, 58 Stat. 690, 80 Stat. 1228; 42 U.S.C. 216(b), 295h–4)

[SEAL] LEO J. GEHRIG,
Acting Surgeon General.

Approved: June 30, 1967.

WILBUR J. COHEN,
Acting Secretary.

[F.R. Doc. 67–7957; Filed, July 10, 1967; 8:50 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Consumer and Marketing Service

[7 CFR Parts 1032, 1050, 1062, 1067]

[Docket Nos. AO 313-A14, AO 355-A3, AO 10-A40, AO 223-A24]

MILK IN THE SOUTHERN ILLINOIS, CENTRAL ILLINOIS, ST. LOUIS, MO., AND OZARKS MARKETING AREAS

Decision on Proposed Amendments to Tentative Marketing Agreements and to Orders

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 St. Louis, Mo., on March 2, 1967, pursuant to notice thereof issued on February 23, 1967 (32 F.R. 3298).

Upon the basis of the evidence introduced at the hearing and the record thereof, the Deputy Administrator, Regulatory Programs, on June 2, 1967 (32 F.R. 8176; F.R. Doc. 67-6357) filed with the Hearing Clerk, U.S. Department of Agriculture, his recommended decision containing notice of the opportunity to file written exceptions thereto.

The material issues, findings and conclusions, rulings, and general findings of the recommended decision (32 F.R. 8176; F.R. Doc. 67-6357) are hereby approved and adopted and are set forth in full herein subject to the following modifications:

Under Findings and Conclusions two sentences are added at the end of the second paragraph and a sentence is added at the end of the 14th paragraph.

The material issue on the record of the hearing relates to the seasonal production incentive plan in each of the four markets.

Findings and conclusions. The following findings and conclusions on the material issue are based on evidence presented at the hearing and the record thereof.

Seasonal production incentive plan. The "Louisville" plan for seasonal payments to milk producers in these four markets should be modified to set aside 15 cents per hundredweight of producer milk during each of the months of March and July and 25 cents per hundredweight during each of the months of April, May, and June. The payment of this money to producers during the fall months should be modified also by adding the month of September to the months of October, November, and December as the period in which the payments are made. The rate of payment of this money in the September-December period should be 20 percent in each of the months of September and December and 30 percent in each of the months of October and November. These changes should be made effective beginning with March 1968. In addition, the period for set aside this year should be continued through August at the existing rate of 10 cents per hundredweight. The month of September 1967 should be added as a "pay-back" month. The payments back to producers in 1967 should be made at the rate of one-fourth of the total withheld for each of the months of September through December.

A Louisville plan for seasonal adjustment of payments to producers has been effective in the St. Louis, Mo., Ozarks, and Suburban St. Louis (now Southern Illinois) orders for several years. A similar Louisville plan was made a part of the Central Illinois order issued to be effective January 1, 1967. The purpose of these plans is to provide incentive for producers in each of these markets to achieve a more even production of milk throughout the year.

The present orders provide for retaining in the producer-settlement fund 10 cents per hundredweight of producer milk delivered during the months of April through July. This money is distributed to producers during the following months of October through December, one-third of the total in each month. During each of the months of October, November, and December in each of the three orders where the plan has been operative, the inclusion of this money in the uniform prices to producers during the fall months has contributed approximately 14 cents per hundredweight to the level of price.

This seasonal variation in returns to producers has been in addition to that resulting from seasonal changes in Class I price differentials. Prior to amendment of the orders May 1, 1967, seasonal Class I differentials were provided as follows: At the annual average for each respective order in the months of December, January, February, and July; 20 cents per hundredweight higher in the months of August through November; and 20 cents lower than the annual average in other months.[1]

The seven cooperative associations, which represent a majority of the producers in each of the four markets here considered, asked that the Louisville plans of the respective orders be modified as described above if the seasonal Class I differentials were changed to a single annual differential. The proponent cooperative associations were of the opinion that with the seasonal changes in Class I price differentials eliminated it would be necessary to provide other means to encourage producers to avoid undue seasonal changes in production.

For the March-July period, under the proposal, the average of the monthly rates of deduction would be 21 cents per hundredweight. Money set aside at this rate during these 5 months, and subsequent payment in the 4-month fall period, would produce a seasonal variation in the St. Louis market blend price estimated at close to 50 cents per hundredweight. Additional seasonal changes in per hundredweight returns would result from normal changes in class utilization.

The proposed plan would produce similar seasonal changes in returns to producers in each of the four markets. The total effect would be not greatly different from the changes previously resulting from the combination of the existing Louisville plans at a lesser rate of deduction and the additional effect of the seasonal changes in Class I differentials.

The problem that the seasonal production incentive plan is intended to correct is the tendency towards large seasonal changes in production which aggravate the problems of handling reserve milk in some months and the converse problem of providing an adequate supply during other times of the year. Production per farm tends to be higher in spring months than in the fall.

In the St. Louis market during 1966, production per farm during the proposed set-aside months (March through July) was 109 percent of the production per farm during the subsequent fall months of September through December. In the Ozarks market the corresponding percentage was approximately 111 percent.

The problem of seasonal changes in production, however, is greater than would be represented by these average production per farm data for these groups of months. This is because the average obscures the extremes of variation from spring to fall seasons. In the St. Louis market, for instance, the production per farm at the highest level was in May, which was 122 percent of the production per farm in October. Similarly, in the Ozarks market, production per farm in May was 129 percent of production per farm in October.

In the Southern Illinois market, based on data prior to expansion of the marketing area January 1, 1967, production per farm in June 1966 was 117 percent of the production per farm in September.[2] While similar data are not available for the Central Illinois market, inasmuch as

[1] Official notice is taken of amendments to these orders effective May 1, 1967 (32 F.R. 6606), providing for a single Class I differential in each order equal to the annual average of the prior seasonal differentials.

[2] Official notice is taken of data published by the market administrator for Order No. 32.

it became effective January 1, 1967, it would be expected because of the similarity of production conditions that the problem of seasonal variation in production per farm would be about the same as in the other three markets.

The position of the proponent cooperative associations was that seasonal changes in production would continue to be a problem which could become more severe unless the orders were amended to provide seasonal changes in producer returns comparable to those under prior pricing plans. With the removal of seasonal changes in Class I differentials, the cooperatives felt that a larger seasonal change in producer returns should be provided under the Louisville plan.

The proposed modification would begin Louisville plan deductions in March, which was the month of the hearing. The proposed higher rates of deduction were contingent, however, on adoption of proposed amendments to eliminate seasonal Class I price differentials, which were effectuated May 1, 1967. The proponent witness indicated that under this condition the higher rates of set aside should be made effective beginning in March 1968, and that the present deduction of 10 cents per hundredweight should be continued through August this year. In their exceptions proponents stated that their proposal would include September in the fall payment months beginning in 1967 rather than in 1968 as provided in the recommended decision.

The rates of deduction and payment proposed by the cooperative associations for these four markets will result in an effective and proper method of encouraging a more even seasonal rate of production. The varying rates of deduction during the March–July period are designed to apply the highest rates in the months of greatest seasonal surplus, namely April through June. The lesser rates of deduction would apply in March and July when production is normally higher than the annual average, although not as high as in April, May, and June.

Similarly, the fall payments would be highest in October and November when production normally is seasonally lowest. The lesser rate of payment would apply in September and December when production normally is higher than in October and November but less than the annual average. It is appropriate that the payment months of 1967 include September as requested by the association. Proponents' exceptions pointed out that this month represents the beginning of seasonal decrease in production and seasonal increase in Class I sales. Such conditions would be as applicable this year as in subsequent years. However, the 1967 fall payments should be divided pro rata among the four months (September through December) in view of the lesser amount of funds involved than provided for subsequent years.

The purpose of discouraging extreme seasonal changes in production is in the interest of orderly marketing of milk in these markets. The proposed modifications of the seasonal production incentive plans in these four orders are adopted.

Three handlers who operate plants in one or the other of the Southern Illinois or Central Illinois order areas stated that they approved the principle of the Louisville plan as a method of encouraging a more level production throughout the year. The same handlers objected, however, to the proposed increase in the rate of set aside at this time under the Central Illinois and Southern Illinois orders. They feared that the increased rates of set aside during the spring and summer months and payment during fall months would result in seasonal misalignment of prices to producers compared with markets to the north in Illinois, Wisconsin, and Iowa. It was also argued that handlers would need to pay premiums in whichever market the uniform prices were lower due to the proposed seasonal changes. Otherwise, it was argued, dairy farmers would tend to shift between markets to get a higher price.

If the arguments of these handlers have validity, the same arguments would apply to the producer price relationships between St. Louis and Southern Illinois, and between Southern Illinois and Central Illinois if the proposed higher rates were made effective only in Southern Illinois. In effect, therefore, the arguments seem to preclude modification of the Louisville plans of these orders unless similar seasonal pricing to dairy farmers were simultaneously made effective in all markets which are in close geographic relationship.

It is concluded that the reasons given by the handlers in objection to the proposed changes should not prevent the adoption of changes to be effective beginning March 1968. During the intervening period there will be opportunity for parties in adjoining markets to propose appropriate changes in seasonal variation of returns to their producers. The issuance of a recommended decision at this time on this record will serve to inform interested parties in other markets as to the changes to be made in the four markets considered here. Furthermore, whether or not comparable changes are made in adjoining markets, it would not be expected that the difference in payment plans would result in serious disruption of milk supplies. Some seasonal variation in returns to producers normally occurs in any market due to changes in class utilization. Thus all markets in the area will to a degree have similar periods of seasonally higher and seasonally lower prices.

The Louisville plan of distributing returns to producers does not affect handlers' costs under the order or change the total amount of money received by all producers for a year's milk production. For the individual producer, however, the plan may change the amount of money he receives for his year's production of milk. The plan would tend to increase, or on the other hand, decrease, the returns to an individual dairy farmer depending on whether the seasonal variation in his production was less or more, respectively, than the market average. It is only by providing that the individual dairy farmer's returns will be so affected that the plan can achieve its purpose of rectifying extreme seasonal changes in milk production. In these markets producers as represented by their cooperative associations desire that their money be paid to them in the manner proposed.

A cooperative association whose members supply certain Ozarks order handlers requested that if such handlers are exempted from the Ozarks order regulation due to a change in the marketing area between the periods of set aside and payment under the Louisville plan, then the proportionate amount of money deducted for member milk should be in some manner returned to such members.

The question of marketing area change is a consideration in records of other hearings on the Ozarks and St. Louis orders pursuant to notice issued January 24, 1967 (32 F.R. 1042) and the Ozarks and Fort Smith orders pursuant to notice issued October 11, 1966 (31 F.R. 13395). Decisions on those records are pending. It would not be possible to anticipate on this record what modifications of the marketing area might be made or what importance these or other changes based on the other records would have in relation to the Louisville plan. The problem raised by the cooperative therefore cannot be resolved on this record.

Rulings on proposed findings and conclusions. Briefs and proposed findings and conclusions were filed on behalf of certain interested parties. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid orders and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreements and the orders, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreements and the orders, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Rulings on exceptions. In arriving at the findings and conclusions, and the regulatory provisions of this decision, each of the exceptions received was carefully and fully considered in conjunction with the record evidence pertaining thereto. To the extent that the findings and conclusions, and the regulatory provisions of this decision are at variance with any of the exceptions, such exceptions are hereby overruled for the reasons previously stated in this decision.

Marketing agreement and order. Annexed hereto and made a part hereof are two documents entitled respectively, "Marketing Agreements Regulating the Handling of Milk in the Southern Illinois, Central Illinois, St. Louis, Mo., and Ozarks Marketing Areas", and "Order Amending the Orders Regulating the Handling of Milk in the Southern Illinois, Marketing Areas", which have been decided upon as the detailed and appropriate means of effectuating the foregoing conclusions.

It is hereby ordered, That all of this decision, except the attached marketing agreements, be published in the FEDERAL REGISTER. The regulatory provisions of said marketing agreements are identical with those contained in the orders as hereby proposed to be amended by the attached orders which will be published with this decision.

Determination of representative period. The month of April 1967 is hereby determined to be the representative period for the purpose of ascertaining whether the issuance of the attached orders, as amended and as hereby proposed to be amended, regulating the handling of milk in the Southern Illinois, Central Illinois, St. Louis, Mo., and Ozarks marketing areas, is approved or favored by producers, as defined under the terms of the orders, as amended and as hereby proposed to be amended, and who during such representative period, were engaged in the production of milk for sale within the aforesaid marketing areas.

Signed at Washington, D.C., on July 5, 1967.

GEORGE L. MEHREN,
Assistant Secretary.

Order[1] Amending the Orders Regulating the Handling of Milk in Certain Specified Marketing Areas

Marketing Area	7 CFR Part
1032	Southern Illinois
1050	Central Illinois
1062	St. Louis, Mo.
1067	Ozarks

[1] This order shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders have been met.

The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of each of the aforesaid orders and the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein. The following findings are hereby made with respect to each of the aforesaid orders.

(a) *Findings upon the basis of the hearing record.* 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 upon certain proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the above designated marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(2) The parity prices of milk, as determined pursuant to section 2 of the Act, are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the said marketing area, and the minimum prices specified in the order as hereby amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial or commercial activity specified in, a marketing agreement upon which a hearing has been held.

ORDER RELATIVE TO HANDLING

It is therefore ordered, That on and after the effective date hereof the handling of milk in the respective hereinafter designated marketing areas shall be in conformity to and in compliance with the terms and conditions of the aforesaid orders, as amended and as hereby further amended, as follows:

The provisions of the proposed marketing agreements and orders amending the orders contained in the recommended decision issued by the Deputy Administrator, Regulatory Programs, on June 2, 1967, and published in the FEDERAL REGISTER on June 7, 1967 (32 F.R. 8176; F.R. Doc. 67-6357), shall be and are the terms and provisions of this order, and are set forth in full herein subject to the following revisions:

1. Paragraph (i) of the provision in each of the hereinafter designated orders entitled "Computation of uniform prices" is revised.

PART 1032—MILK IN SOUTHERN ILLINOIS MARKETING AREA

1. Paragraphs (h) and (i) of § 1032.71 are revised to read as follows:

§ 1032.71 Computation of the uniform price.

* * * * *

(h) Subtract in the case of milk delivered during each of the months of March and July an amount equal to 15 cents per hundredweight and during each of the months of April, May, and June an amount equal to 25 cents per hundredweight of producer milk specified in paragraph (e)(1) of this section, except that the rate of deduction for each of the months of April through August 1967 shall be 10 cents;

(i) Add in the case of milk delivered during each of the months of September and December 20 percent and during each of the months of October and November 30 percent of the total amount subtracted pursuant to paragraph (h) of this section, except that in the case of money deducted pursuant to paragraph (h) of this section during 1967 one-fourth of the sum shall be added in each of the months of September, October, November, and December 1967;

* * * * *

PART 1050—MILK IN CENTRAL ILLINOIS MARKETING AREA

1. Paragraphs (h) and (i) of § 1050.71 are revised to read as follows:

§ 1050.71 Computation of the uniform price.

* * * * *

(h) Subtract in the case of milk delivered during each of the months of March and July an amount equal to 15 cents per hundredweight and during each of the months of April, May, and June an amount equal to 25 cents per hundredweight of producer milk specified in paragraph (e)(1) of this section, except that the rate of deduction for each of the months of April through August 1967 shall be 10 cents;

(i) Add in the case of milk delivered during each of the months of September and December 20 percent and during each of the months of October and November 30 percent of the total amount subtracted pursuant to paragraph (h) of this section, except that in the case of money deducted pursuant to paragraph (h) of this section during 1967 one-fourth of the sum shall be added in each of the months of September, October, November, and December 1967;

* * * * *

PART 1062—MILK IN ST. LOUIS, MO., MARKETING AREA

1. Paragraphs (h) and (i) of § 1062.71 are revised to read as follows:

§ 1062.71 Computation of uniform prices.

* * * * *

(h) Subtract in the case of milk delivered during each of the months of March and July an amount equal to 15 cents per hundredweight and during each of the months of April, May, and June an amount equal to 25 cents per hundredweight of producer milk specified in paragraph (e) (1) of this section, except that the rate of deduction for each of the months of April through August 1967 shall be 10 cents;

(i) Add in the case of milk delivered during each of the months of September and December 20 percent and during each of the months of October and November 30 percent of the total amount subtracted pursuant to paragraph (h) of this section, except that in the case of money deducted pursuant to paragraph (h) of this section during 1967 one-fourth of the sum shall be added in each of the months of September, October, November, and December 1967;

* * * * *

PART 1067—MILK IN OZARKS MARKETING AREA

1. Paragraphs (h) and (i) of § 1067.71 are revised to read as follows:

§ 1067.71 Computation of uniform prices.

* * * * *

(h) Subtract in the case of milk delivered during each of the months of March and July an amount equal to 15 cents per hundredweight and during each of the months of April, May, and June an amount equal to 25 cents per hundredweight of producer milk specified in paragraph (e) (1) of this section, except that the rate of deduction for each of the months of April through August 1967 shall be 10 cents;

(i) Add in the case of milk delivered during each of the months of September and December 20 percent and during each of the months of October and November 30 percent of the total amount subtracted pursuant to paragraph (h) of this section, except that in the case of money deducted pursuant to paragraph (h) of this section during 1967 one-fourth of the sum shall be added in each of the months of September, October, November, and December 1967;

* * * * *

[F.R. Doc. 67-7920; Filed, July 10, 1967; 8:46 a.m.]

[7 CFR Part 1128]

[Docket No. AO 238-A20]

MILK IN CENTRAL WEST TEXAS MARKETING AREA

Decision on Proposed Amendments to Tentative Marketing Agreement and to Order

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 Abilene, Tex., on February 9, 1967, pursuant to notice thereof issued on January 31, 1967 (32 F.R. 2382).

Upon the basis of the evidence introduced at the hearing and the record thereof, the Deputy Administrator, Regulatory Programs on March 27, 1967 (32 F.R. 5371; F.R. Doc. 67-3500) filed with the Hearing Clerk, U.S. Department of Agriculture, his recommended decision containing notice of the opportunity to file written exceptions thereto.

The material issues, findings and conclusions, rulings, and general findings of the recommended decision (32 F.R. 5371; F.R. Doc. 67-3500) are hereby approved and adopted and are set forth in full herein subject to the following modifications:

Under issue No. 1, paragraphs 1, 10, 11, and 13 are revised, a new paragraph is inserted immediately following paragraph 13, paragraph 14 is revised, paragraphs 15, 16, 17, 18, and 19 are deleted and six new paragraphs are substituted therefor.

The material issues on the record of the hearing relate to:

1. Revision of Class I price and location adjustments.

2. Emergency action on Issue 1.

Findings and conclusions. The following findings and conclusions on the material issues are based on evidence presented at the hearing and the record thereof:

1. *Revision of Class I price and location adjustments.* The Class I and uniform prices for milk received at plants within 70 miles of Midland, Tex., should be reduced by 15 cents. No action should be taken at this time to change Class I prices at other locations.

The Central West Texas Class I price is presently 25 cents over the North Texas Class I price at Abilene and San Angelo plants and 40 cents over North Texas at a Midland plant. The announced Class I price is subject to minus location adjustments so that the price for milk delivered to a plant in the eastern portion of the marketing area that is nearer to the North Texas marketing area is reduced by 20 cents to a level 5 cents more than the North Texas Class I price. The same adjustments apply to the producer uniform prices. While the Central West Texas marketing area includes 32 cities and towns located in 22 counties in Texas, processing plants regulated under the order are operated only at the cities of Abilene, San Angelo, and Midland. A supply plant operated by the cooperative association is located at Dublin.

The cooperative association representing all but one of the Central West Texas producers and a handler operating pool distributing plants at Midland and Abilene proposed elimination of the 15-cent increase in the Class I price at Midland over the price effective at Abilene. A handler operating a pool distributing plant at Abilene proposed a general reduction of 15 cents per hundredweight in the Class I price at all plant locations.

The handler who operates two pool plants, one at Midland and the other at Abilene, also operates a plant at Lubbock that is a pool plant under the Lubbock-Plainview order. This handler contended that the Midland area Class I price is excessive in relation to prices to competing distributors regulated by this order at certain locations and in relation to prices under nearby Federal orders. He testified that a shift in the area of supply of producer milk for the Midland plant from the eastern portion of the marketing area to west Texas and New Mexico has removed justification for a 15-cent higher level in the Class I prices at that location. The cooperative joined in the proposal, primarily because it feared that the Midland plant would be closed and the distribution area now served by the plant would be served either by other order plants or from the Abilene plant of this handler. In either case the cooperative association felt it could not provide producers supplying the Midland plant a market with returns equal to those they now have.

The handler proposing a general 15-cent reduction in the Class I price level opposed elimination of the 15-cent differential at Midland. He distributes milk in the Midland section of the marketing area from his Abilene plant. He contends that a Midland price at the Abilene level would give his Midland competitor a competitive advantage equal to the transportation cost on the milk he moves the 143 miles between the two cities. He contended that at present price levels distribution in other parts of the marketing area by plants regulated by the Red River Valley, Lubbock-Plainview, North Texas, and Oklahoma Metropolitan orders could displace producer milk from Class I uses.

A handler operating plants regulated under the Red River Valley and North Texas orders that distribute milk in the Central West Texas area offered at the hearing a modified proposal to set the Abilene Class I price at 17 cents over that of North Texas and the price at Midland 13 cents higher than the Abilene price. In his brief, however, he abandoned this proposal in favor of no change in present order provisions.

Producer receipts and Class I use at Central West Texas regulated plants have been maintained at a relatively steady level for the past 2 years. This market is one of relatively high Class I utilization of producer receipts. For the past 4 years Class I use of producer milk has ranged from 85 to 90 percent. In 1965, 85 percent of producer milk was used in Class I, down from the 90 percent utilization in 1963 and 1964, but such use increased to 86 percent of producer receipts in 1966.

Generally the local supply of producer milk has been sufficient at present Class I prices to supply the fluid milk needs of handlers regulated by the Central West Texas order. There has been no occasion in the recent past to procure bulk milk from alternative sources for the needs

of these plants. However, regular distribution in this marketing area is made by plants regulated under nearby orders. Such other order plant distribution of milk has not increased in the past 2 years but has been maintained relatively steady. Regular route distribution is made by handlers in this area from the North Texas, San Antonio, Red River Valley, Oklahoma Metropolitan, Rio Grande Valley, and Lubbock-Plainview markets.

The principal source of milk supply for local plants is from approximately 300 producers with farms located in counties containing parts of the marketing area or counties adjacent thereto. Some of these producers delivering milk directly to Central West Texas plants are located in New Mexico and in Texas counties located in the marketing area of the Red River Valley or North Texas orders.

There are regular and continuing Class I sales of fluid milk to consumers in the marketing area from plants regulated under nearby orders and by producer-handlers. Such sales by these other plants have ranged from 28 percent of the total marketing area Class I distribution to 32 percent in the last 7 years. In 1966, distribution from plants other than regulated plants amounted to 45 million pounds or 29 percent of total Class I distribution in the marketing area. This is a decline from 32 percent in 1964 and 31 percent in 1965.

The Lubbock-Plainview and Red River Valley orders are the principal orders under which it claimed that milk may be distributed in the Central West Texas area at a competitive advantage over milk priced by the Central West Texas order. To a lesser extent it is claimed that North Texas handlers have competitive advantage, particularly in the eastern portion of the area to which Central West Texas handlers move milk eastward.

The Lubbock-Plainview price is 30 cents less than the Central West Texas price at Midland and 15 cents less than that at Abilene. Lubbock is 117 miles from Midland. At a rate of 1.5 cents per hundredweight per 10 miles, Lubbock-Plainview milk could be delivered to Midland at 12 cents less than the Central West Texas price at Midland. Lubbock-Plainview milk is distributed in the Midland-Odessa section of the Central West Texas area. More important, it is at Lubbock that the Midland handler has a plant from which he could serve the sales now served by the Midland plant.

Red River Valley milk is distributed in the Midland-Odessa area from a plant in Wichita Falls. In 1966, the Midland price exceeded the Wichita Falls price by 16 cents per hundredweight in addition to the transportation cost. While Red River Valley milk has in the past also been distributed in the Abilene portion of the Central West Texas area, such sales are presently being served from the North Texas plant of this handler. The Red River Valley milk could have been delivered to Abilene in 1966 at an average of about 22 cents per hundredweight less than the Central West Texas Class I price.

About 4 cents of these differences in prices was due to the action of separate supply-demand adjustors affecting the Class I prices. Official notice is taken that a hearing has been held at which proposals were offered to establish a common supply-demand adjustor for all Oklahoma and Texas orders which would remove supply-demand adjustor differences between these markets. If these supply-demand adjustor disparities had been removed in 1966, milk from both the Red River Valley and Lubbock-Plainview markets could have been delivered to Midland at 12 cents less than the Central West Texas price at that location.

While Central West Texas handlers and producers are not currently losing Class I sales to other markets, there is clearly potential for such loss in the current price alignment with such orders. The potential loss is greatest with respect to sales of the Midland plant since the operator of this plant also operates an other order plant which could serve the Midland sales area. The imminent threat to loss of Class I sales to other markets is with respect to the sales served by the Midland plant.

The recommended decision proposed that prices be reduced by 10 cents at plants located in the Abilene area and by 5 cents in the San Angelo area. After a review of the record, it is concluded that no change should be made in prices applicable at these plant locations at this time. Strong exceptions were filed to the recommended decision which proposed reduction of prices at pool plants at locations other than at Midland. Exceptors pointed out that only at the Midland plant location is there any immediate need for price adjustment.

Review of the record evidence in light of the exceptions filed indicates there is less need at this time for price adjustments at plants located in the Abilene and San Angelo areas than at the Midland plant. The Midland handler could serve the local distribution area from his Lubbock-Plainview plant and such Class I sales would be lost to producers in this market.

Handlers with plants at Abilene could start serving the fluid milk sales in this marketing area from their plants under other orders. There is no indication on the record that they intend to do so at this time. The current alignment of prices at the Abilene area plants and the prices at plants of such handlers under other orders would indicate little or no price advantage could accrue to handlers if sales were shifted to other order plants. The Central West Texas handlers with plants at Abilene and San Angelo do not operate Red River Valley plants under which some price advantage might be found.

While handlers under the Red River Valley order can deliver milk to Abilene for less than the Central West Texas prices at Abilene and San Angelo, no Red River Valley handler is currently making sales in the city of Abilene or in other cities close to Abilene. Except for the sales in the Midland-Odessa area noted above, Red River Valley handlers were shown to have sales in only seven of the 32 cities of the marketing area. These seven cities are small cities in the general area nearest to Wichita Falls, where these handlers' plants are located. Even in these cities their sales exceed 10 percent of the total in only two cities, for which it was claimed their sales were 17 and 20 percent, respectively, of total sales. One handler regulated by the San Antonio order, but whose plant is located in the Red River Valley marketing area, distributes more generally over the Central West Texas area, but was not shown to have over 10 percent of total sales in any city. In Abilene this percentage was 2 percent.

While there is potential danger of loss of Abilene sales to Red River Valley milk, there is no present showing of such loss nor danger that it will become substantial in the immediate future. Should such losses occur, an amendatory hearing could be called to examine the need for further price alignment.

Accordingly, it is concluded that action on this record should be limited to removal of the plus 15-cent location adjustment at plants located within 70 miles of Midland, Tex.

2. *Emergency action on Issue 1.* The Midland handler and the cooperative association urged that emergency suspension action be taken and that a recommended decision on Issue 1 with respect to the Midland price be omitted. Other handlers objected to taking emergency action contending that this is a problem that has existed for a long time and there is no urgency in the matter which would require deviation from normal amendatory procedures.

In view of the expressed opposition to the emergency suspension or elimination of a recommended decision and because testimony on the record indicates no imminence of disorderly marketing conditions in the area, emergency action is denied.

Rulings on proposed findings and conclusions. Briefs and proposed findings and conclusions were filed on behalf of certain interested parties. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the request to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Rulings on exceptions. In arriving at the findings and conclusions, and the regulatory provisions of this decision, each of the exceptions received was carefully and fully considered in conjunction with the record evidence pertaining thereto. To the extent that the findings and conclusions, and the regulatory provisions of this decision are at variance with any of the exceptions, such exceptions are hereby overruled for the reasons previously stated in this decision.

Marketing agreement and order. Annexed hereto and made a part hereof are two documents entitled, respectively, "Marketing Agreement Regulating the Handling of Milk in the Central West Texas Marketing Area", and "Order Amending the Order Regulating the Handling of Milk in the Central West Texas Marketing Area", which have been decided upon as the detailed and appropriate means of effectuating the foregoing conclusions.

It is hereby ordered, That all of this decision, except the attached marketing agreement, be published in the FEDERAL REGISTER. The regulatory provisions of said marketing agreement are identical with those contained in the order as hereby proposed to be amended by the attached order which will be published with this decision.

Determination of representative period. The month of April 1967 is hereby determined to be the representative period for the purpose of ascertaining whether the issuance of the attached order, as amended and as hereby proposed to be amended, regulating the handling of milk in the Central West Texas marketing area, is approved or favored by producers, as defined under the terms of the order, as amended and as hereby proposed to be amended, and who, during such representative period, were engaged in the production of milk for sale within the aforesaid marketing area.

Signed at Washington, D.C., on July 5, 1967.

GEORGE L. MEHREN,
Assistant Secretary.

Order[1] Amending the Order Regulating the Handling of Milk in the Central West Texas Marketing Area

§ 1128.0 Findings and determinations.

The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* 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 upon certain proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Central West Texas marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(2) The parity prices of milk, as determined pursuant to section 2 of the Act, are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the said marketing area, and the minimum prices specified in the order as hereby amended are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial or commercial activity specified in, a marketing agreement upon which a hearing has been held.

ORDER RELATIVE TO HANDLING

It is therefore ordered, That on and after the effective date hereof the handling of milk in the Central West Texas marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended and as hereby amended, as follows:

[1] This order shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders have been met.

§ 1128.53 [Amended]

1. Section 1128.53(a) is revoked and paragraphs (b), (c), and (d) are redesignated (a), (b), and (c), respectively.

2. Section 1128.91 (a) is revised to read as follows:

§ 1128.91 Location adjustments to producers.

(a) In making payments to producers pursuant to § 1128.90, the uniform price for all milk computed pursuant to § 1128.72 for milk received from producers at an approved plant shall be adjusted at the rates set forth in § 1128.53, applicable at the location of such plant.

* * * * *

[F.R. Doc. 67-7960; Filed, July 10, 1967; 8:50 a.m.]

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[27 CFR Part 5]

LABELING AND ADVERTISING OF DISTILLED SPIRITS

Notice of Hearing on Petitions Proposing Changes in Regulations

Notice is hereby given, pursuant to the provisions of section 5 of the Federal Alcohol Administration Act (49 Stat. 981 as amended; 27 U.S.C. 205), of a public hearing to begin at 9:30 a.m., e.d.t., on Monday, September 18, 1967, in the Auditorium of the Museum of Natural History, 10th Street and Constitution Avenue NW., Washington, D.C., at which time and place all interested parties will be afforded opportunity to be heard, in person or by authorized representative, concerning the petitions for regulatory changes in 27 CFR Part 5 as stated below.

PETITIONS

1. Petitioner: The American Distilling Co., 150 East 42d Street, New York, N.Y. 10017.

Petition: a. To add a new standard of identity for a whisky which has been distilled at more than 160° proof but at less than 190° proof, aged in oak barrels seasoned by prior use, and to permit such whisky to bear a conventional age statement.

2. Petitioner: The Associated Cooperage Industries of America, Inc., 408 Olive Street, St. Louis, Mo. 63102.

Petition: a. To provide a maximum limit of 53 wine gallons on the size of new white oak barrels used for the aging of domestic whiskies.

Remarks: Persons desiring to testify on this proposal should be prepared to discuss the effect of barrel size on the aging of whisky, and, if the testimony is directed at barrels of a particular size, the relative effect of that size on age should be covered. Persons who support large size containers provided pieces of charred oak wood can be inserted into the containers to correct or minimize

deficiencies resulting from the large size of the container, should submit evidence: (1) as to the effect of aging whisky in this manner; (2) as to any differences from aging whisky in barrels to which wood chips have been added; and (3) as to whether the insertion of pieces of charred oak wood into the containers should be required to be disclosed on the label.

3. Petitioner: Grosscurth Distillers, Inc., Echo Trail Road, Anchorage, Ky. 40001.

Petition: a. To redefine "bourbon whisky," "rye whisky," "wheat whisky," "malt whisky," or "rye malt whisky," as whisky which has been distilled from a fermented mash of not less than 51 percent corn grain, rye grain, wheat grain, malted barely grain, or malted rye grain, respectively, and stored in any type of charred white oak container, new or used.

b. To eliminate the requirement that domestically produced whiskies (other than corn) aged in reused cooperage bear a statement to the effect that they have been stored in reused cooperage.

c. To permit the normal age claim for domestic whiskies aged in reused cooperage.

d. To eliminate the maximum distillation proofs prescribed for whisky and American type whiskies respectively, which presently are as follows:

(1) Less than 190° proof for the class whisky, and

(2) 160° proof or less for American type whiskies.

4. Petitioner: Publicker Industries, Inc., 1429 Walnut Street, Philadelphia, Pa. 19102.

Petition: a. To redefine "bourbon whisky," "rye whisky," "wheat whisky," "malt whisky," or "rye malt whisky" as whisky which has been distilled at less than 190° proof from a fermented mash of not less than 51 percent corn grain, rye grain, wheat grain, malted barley grain, or malted rye grain, respectively, and stored in any type of charred white oak container, new or used.

b. To eliminate the requirement that domestically produced whiskies (other than corn) aged in reused cooperage bear a statement to the effect that they have been stored in reused cooperage, and to permit the normal age statement for domestic whiskies aged in reused cooperage.

c. To provide that any mixture of one type of straight whisky be designated as "straight (appropriate type) whisky" instead of "a blend of straight (appropriate type) whiskies."

d. To provide that any mixture of different types of straight whiskies be designated as "straight whisky" instead of "a blend of straight whiskies."

e. To provide that all domestically produced whiskies must be aged a minimum of 4 years before bottling.

f. To eliminate the present maximum proof (125°) at which whiskies may be stored.

5. Petitioner: Schenley Industries, Inc., 1290 Avenue of the Americas, New York, N.Y. 10019.

Petition: a. To eliminate the requirement that domestically produced whiskies (other than corn) aged in reused cooperage bear a statement to the effect that they have been stored in reused cooperage and to permit the normal age statement for domestic whiskies aged in reused cooperage.

b. To redefine "bourbon whisky," "rye whisky," "wheat whisky," "malt whisky," or "rye malt whisky" as whisky which, without limitation as to distillation or entry proof, has been distilled from a fermented mash of not less than 51 percent corn grain, rye grain, wheat grain, malted barley grain, or malted rye grain, respectively, and stored in any type of charred white oak container, new or used.

c. To provide that all domestically produced whiskies must be aged a minimum of 2 years before bottling.

d. To provide that regulatory changes in respect to the labeling of any whisky or other distilled spirits shall not apply to products produced before the date of the publication of the new regulations in final form; nor to products produced after said date if bottled in less than 6 years from the date of publication.

6. Petitioner: Joseph E. Seagram & Sons, Inc., 375 Park Avenue, New York, N.Y. 10022.

Petition: a. To amend the standards of identity with respect to distilled spirits distilled at or above 190° proof from a fermented mash of grain to provide that such distilled spirits, when stored in reused cooperage for not less than 2 years, be designated "grain spirits" in lieu of "neutral spirits" with the required statement as to the commodity from which distilled.

b. To provide that spirits distilled at or above 190° proof from a fermented mash of grain and placed in reused cooperage for a minimum of 2 years be permitted to claim age for the period of storage in reused cooperage.

TESTIMONY

In the interest of orderly procedure the subjects raised by the petitions will be heard separately and in the order set forth below:

Order of subjects	Petition	Proposal
1. Prescribe a new type of light whisky stored in used cooperage which will bear a conventional age statement.	American Distilling Co.	a
2. Eliminate the reused cooperage statement for all whiskies.	Grosscurth Distillers	b
	Publicker Industries	b
	Schenley Industries	a
3. Permit age statement for domestic whisky stored in used cooperage.	Grosscurth Distillers	c
	Publicker Industries	b
	Schenley Industries	a
4. Permit storage of bourbons, ryes, etc., in used cooperage.	Grosscurth Distillers	a
	Publicker Industries	a
	Schenley Industries	b
5. Eliminate present maximum distillation proofs.	Grosscurth Distillers	d
	Publicker Industries	a
6. Eliminate present maximum entry proof.	Schenley Industries	b
	Publicker Industries	f
7. Establish minimum age requirement for whiskies.	Schenley Industries	b
	Publicker Industries	e
8. Limit barrel size.	Schenley Industries	c
9. Change designation for mixtures of one type of straight whisky.	Associated Cooperage Industries	a
10. Change designation for mixtures of different types of straight whiskies.	Publicker Industries	c
11. Prescribe a new designation and age claim for neutral spirits stored in used cooperage.	do	d
12. Effective dates.	Joseph E. Seagram	a, b
	Schenley Industries	d

REQUESTS TO PRESENT ORAL TESTIMONY

All persons who desire to present oral testimony should so advise the Director, Alcohol and Tobacco Tax Division, Internal Revenue Service, Washington, D.C. 20224, not later than Friday, September 8, 1967. Requests shall be submitted in an original and three copies and must include (1) the name and address of the party submitting the request, (2) the name and address of the person or persons who will present oral testimony, (3) identification of the subject or subjects to which the testimony will be directed, and (4) the approximate length of time desired for the presentation of testimony on each subject.

SUBMISSION OF WRITTEN MATERIAL

Any interested party may submit to the Director, Alcohol and Tobacco Tax Division, Internal Revenue Service, Washington, D.C. 20224, in an original and nine copies, relevant and material written data, views, or arguments for incorporation into the record of hearing. The subject to which the comments are directed must be specifically identified. Written material must be received not later than Wednesday, September 13, 1967.

At the conclusion of the hearing a reasonable time will be afforded interested parties for examination of the record and submission of written arguments and briefs.

[SEAL] HAROLD A. SERR,
Director, Alcohol and Tobacco Tax Division, Internal Revenue Service.

[F.R. Doc. 67-7928; Filed, July 10, 1967; 8:47 a.m.]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 71]

[Airspace Docket No. 67-SW-47]

CONTROL ZONE

Proposed Alteration

The Federal Aviation Administration is considering amending Part 71 of the Federal Aviation Regulations to alter the Palacios, Tex., control zone so as to provide controlled airspace for the proposed emergency DF instrument approach procedure which will serve the Palacios Municipal Airport.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Chief, Air Traffic Division, Southwest Region, Federal Aviation Administration, Post Office Box 1689, Fort Worth, Tex. 76101. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Division. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of the Regional Counsel, Southwest Region, Federal Aviation Administration, Fort Worth, Tex. An informal docket will also be available for examination at the Office of the Chief, Air Traffic Division.

It is proposed that the Palacios, Tex., control zone as presently described in FAR, Part 71, § 71.171 (32 F.R. 2124) be amended to read:

PALACIOS, TEX.

That airspace within a 5-mile radius of Palacios Municipal Airport (latitude 28°43' 35'' N., longitude 96°15'15'' W.) and within 2 miles each side of the 323° bearing (315° magnetic) from the Palacios DF station (latitude 28°43'22'' N., longitude 96°15'07'' W.) extending from the 5-mile radius zone to 8 miles northwest of the DF station.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Fort Worth, Tex., on June 30, 1967.

A. L. COULTER,
Acting Director, Southwest Region.

[F.R. Doc. 67-7922; Filed, July 10, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-SO-43]

FEDERAL AIRWAY

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would reduce the ceiling on the segment of V-56 between Fayetteville, N.C., and the intersection of Fayetteville 098° and New Bern, N.C., 256° True radials (Wallace INT) from "at and above 9,000 feet MSL" to "at and above 5,000 feet MSL." This action would result in a maximum authorized altitude of 4,000 feet MSL on this airway segment, and release additional airspace for Air Force Air Combat Tactics Training which will be conducted down to 5,000 feet MSL.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Southern Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Post Office Box 20636, Atlanta, Ga. 30320. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. The proposals contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20590. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Washington, D.C., on June 30, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7923; Filed, July 10, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-SW-27]

TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering amending Part 71 of the Federal Aviation Regulations to designate a transition area at Evadale, Tex. The proposed transition area will provide airspace protection for aircraft executing approach/departure procedures at Evadale Airport, Evadale, Tex.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Chief, Air Traffic Division, Southwest Region, Federal Aviation Administration, Post Office Box 1689, Fort Worth, Tex. 76101. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Division. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of the Regional Counsel, Southwest Region, Federal Aviation Administration, Fort Worth, Tex. An informal docket will also be available for examination at the Office of the Chief, Air Traffic Division.

It is proposed to designate the Evadale, Tex., transition area as that airspace extending upward from 700 feet above the surface within a 5-mile radius of Evadale Airport (latitude 30°19'30'' N., longitude 94°04'24'' W.), and within 2 miles each side of the 150° bearing (143° magnetic) from the Evadale RBN (latitude 30°24'-16'' N., longitude 94°07'37'' W.), extending from the 5-mile radius area to the RBN.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Fort Worth, Tex., on June 30, 1967.

A. L. COULTER,
Acting Director, Southwest Region.

[F.R. Doc. 67-7924; Filed, July 10, 1967; 8:47 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-EA-26]

CONTROL ZONE AND TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering amending §§ 71.171 and 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the Cincinnati, Ohio, control zone and 700-foot floor transition area.

A new NDB (ADF) instrument approach procedure has been authorized for Cincinnati Municipal (Lunken Field) Airport, Cincinnati, Ohio, and will require airspace protection for aircraft executing the approach and departure procedures.

Interested parties may submit such written data or views as they may desire. Communications should be submitted in triplicate to the Director, Eastern Region,

Attention: Chief, Air Traffic Division, Department of Transportation, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y. 11430. All communications received within 30 days after publication in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements may be made for informal conferences with Federal Aviation Administration officials by contacting the Chief, Airspace and Standards Branch, Eastern Region.

Any data or views presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of Regional Counsel, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y.

The Federal Aviation Administration, having completed a review of the airspace requirements for the terminal area of Cincinnati, Ohio, proposes the airspace action hereinafter set forth:

1. Amend § 71.171 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Cincinnati, Ohio, control zone and insert in lieu thereof the following:

CINCINNATI, OHIO

Within a 5-mile radius of the center, 39°06'14" N., 84°25'18" W., of Cincinnati Municipal (Lunken Field) Airport, Cincinnati, Ohio; within 2 miles each side of the Cincinnati Municipal ILS localizer north course extending from the 5-mile radius zone to the Madeira, Ohio, RBN and within 2 miles each side of a 227° bearing from the Lunken RBN extending from the 5-mile radius zone to the RBN.

2. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete in the 700-foot floor Cincinnati, Ohio, transition area the phrase "Within an 8-mile radius" and insert in lieu thereof "Within a 9-mile radius"; further delete the period at the end of the paragraph and add "; within 2 miles each side of a 044° bearing from the Lunken RBN extending from the 9-mile radius area to 8 miles northeast of the RBN and within 2 miles each side of a 040° bearing from the Lunken RBN extending from the 9-mile radius area to 12 miles northeast of the RBN."

This amendment is proposed under section 307(a) of the Federal Aviation Act of 1958 (72 Stat. 749; U.S.C. 1348).

Issued in Jamaica, N.Y., on June 23, 1967.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 67-7945; Filed, July 10, 1967; 8:49 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-AL-5]

CONTROL ZONE AND TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering amendments to Part 71 of the Federal Aviation Regulations that would designate a control zone and transition area at Point Barrow, Alaska, as follows:

1. The Point Barrow, Alaska, control zone would be within a 5-mile radius of the Point Barrow AFS Airport, Point Barrow, Alaska (latitude 71°20'18" N., longitude 156°38'00" W.); within 2 miles each side of the 041° True (015° M) bearing from the Point Barrow radio beacon (PBA), extending from the 5-mile radius zone to 8 miles northeast of the RBN; within 2 miles each side of the 171° True (145° M) bearing from the Point Barrow RBN (PBA), extending from the 5-mile radius zone to 8 miles south of the RBN; within a 5-mile radius of the Wiley Post-Will Rogers Memorial Airport, Barrow, Alaska (latitude 71°17'05" N., longitude 156°46'05" W.); within 2 miles each side of the 226° True (200° M) bearing from the Point Barrow, Alaska RBN (BRW), extending from the 5-mile radius zone to 8 miles southwest of the RBN; and within 2 miles each side of the 266° True (240° M) bearing from the Point Barrow RBN (BRW), extending from the 5-mile radius zone to 8 miles west of the RBN. This control zone would be effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time would thereafter be continuously published in the Alaska Airman's Guide and Chart Supplement.

2. The Point Barrow, Alaska, transition area would be designated as that airspace extending upward from 700 feet above the surface within a 17-mile radius of latitude 71°18'00" N., longitude 156°43'00" W. This transition area would be effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time would thereafter be continuously published in the Alaska Airman's Guide and Chart Supplement.

The proposed control zone and transition area would provide controlled airspace for aircraft executing holding patterns, and instrument approach and departure procedures for the airports concerned.

Considerably more than 200 annual instrument approach procedures have been conducted in the Point Barrow area for a number of years. The continuing volume of instrument operations in this area of notably poor weather conditions dictates the need for the proposed control zone and transition area.

Minimum facilities necessary to support the proposed control zone, transition area and a public instrument approach procedure for the Point Barrow area are planned in the near future. Special instrument approach procedures using a private radio beacon to both airports, are authorized for a scheduled air carrier.

A part-time Flight Service Station is expected to be operational at Barrow, Alaska, in the near future. Initially, the hours of operation will be from 0800 to 1800, local time, daily. However, after it has been in operation for a sufficient period of time, a determination will be made concerning the hours of operation required to meet the public need. The time of weather observations, point-to-point communications to Fairbanks, Alaska, air route traffic control center, and air/ground communications capability will coincide with the hours of operation of the Flight Service Station.

As parts of these proposals relate to navigable airspace outside the United States, this notice is submitted in consonance with the ICAO International Standards and Recommended Practices.

Applicability of International Standards and Recommended Practices, by the Air Traffic Service, FAA, in areas outside domestic airspace of the United States is governed by Article 21 and Annex 11 to the Convention on International Civil Aviation (ICAO), which pertains to the establishment of air navigation facilities and services necessary to promoting the safe, orderly, and expeditious flow of civil air traffic. Its purpose is to insure that civil flying on international air routes is carried out under uniform conditions designed to improve the safety and efficiency of air operations.

The International Standards and Recommended Practices in Annex 11 apply in those parts of the airspace under the jurisdiction of a contracting state, derived from ICAO, wherein air traffic services are provided and also whenever a contracting state accepts the responsibility of providing air traffic services over high seas or in airspace of undetermined sovereignty. A contracting state accepting such responsibility may apply the International Standards and Recommended Practices to civil aircraft in a manner consistent with that adopted for airspace under its domestic jurisdiction.

In accordance with Article 3 of the Convention on International Civil Aviation, Chicago, 1944, state aircraft are exempt from the provisions of Annex 11 and its Standards and Recommended Practices. As a contracting state, the United States agreed by Article 3(d) that its state aircraft will be operated in international airspace with due regard for the safety of civil aircraft.

Since this action involves, in part, the designation of navigable airspace outside the United States, the Administrator has consulted with the Secretary of State and Secretary of Defense in accordance with the provisions of Executive Order 10854.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as

they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Alaskan Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, 632 Sixth Avenue, Anchorage 99501. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. The proposals contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20590. An informal docket also will be available for examination at the Office of the Regional Air Traffic Division Chief.

These amendments are proposed under the authority of sections 307(a) and 1110 of the Federal Aviation Act of 1958 (49 U.S.C. 1348, 1510) and Executive Order 10854 (24 F.R. 9565).

Issued in Washington, D.C., on July 3, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7946; Filed, July 10, 1967; 8:49 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 66-SW-52]

VOR FEDERAL AIRWAYS

Proposed Alteration and Designation

The Federal Aviation Administration is considering amendments to Part 71 of the Federal Aviation Regulations that would alter and designate certain VOR Federal airway segments within the greater Houston, Tex., terminal area.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Southwest Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Post Office Box 1689, Fort Worth, Tex. 76101. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. The proposals contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20590. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

The Federal Aviation Administration is considering the following airspace proposals:

1. Realign VOR Federal airway No. 15 segment from Houston, Tex., with a 12 AGL floor to College Station, Tex., via Navasota, Tex.

2. Realign VOR Federal airway No. 20 north alternate segment from Palacios, Tex., with a 12 AGL floor to Houston via the intersection of the Palacios 031° T (023° M) and Houston 252° T (244° M) radials.

3. Designate VOR Federal airway No. 70 north alternate segment from Palacios with a 12 AGL floor to Sabine Pass, Tex., via the intersection of the Palacios 031° T (023° M) and Sabine Pass 284° T (277° M) radials.

4. Realign VOR Federal airway No. 180 segment from Eagle Lake, Tex., with a 12 AGL floor to Galveston, Tex., via the intersection of the Eagle Lake 112° T (104° M) and Galveston 276° T (268° M) radials.

5. Extend VOR Federal airway No. 198 from Houston with a 12 AGL floor to Sabine Pass via the intersection of the Houston 090° T (082° M) and Sabine Pass 265° T (258° M) radials, including a 12 AGL north alternate segment from Eagle Lake to Sabine Pass via the intersection of the Eagle Lake 066° T (058° M) and Sabine Pass 284° T (277° M) radials.

6. Realign VOR Federal airway No. 222 segment from Industry, Tex., with a 12 AGL floor to Beaumont via the intersection of the Industry 087° T (079° M) and Beaumont 274° T (267° M) radials, including a 12 AGL north alternate segment from the intersection of the Industry 087° T (079° M) and Beaumont 274° T (267° M) radials to Lake Charles, La., via Daisetta, Tex.

7. Realign VOR Federal airway No. 477 north alternate segment from Houston with a 12 AGL floor to Leona, Tex., via Navasota.

8. Designate VOR Federal airway No. 261 from Corpus Christi, Tex., with a 12 AGL floor to Dallas, Tex., via the intersection of Corpus Christi 054° T (045° M) and Palacios 226° T (218° M) radials; Palacios; intersection of Palacios 010° T (002° M) and Eagle Lake 163° T (155° M) radials; Eagle Lake; College Station; Leona; intersection of Leona 353° T (345° M) and Dallas 155° T (147° M) radials, including a 12 AGL east alternate segment from Palacios to Leona via the intersection of Palacios 031° T (023° M) and Navasota 120° T (112° M) radials and Navasota.

These proposed airway alterations are designed to serve air traffic arriving and departing the new Houston Intercontinental Airport. The proposed designation of V-261 will provide a bypass route west of the Houston terminal area for air traffic operating between Corpus Christi and Dallas.

These proposed amendments are made under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Washington, D.C., on July 3, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7947; Filed, July 10, 1967; 8:49 a.m.]

[14 CFR Part 75]

[Airspace Docket No. 67-SW-28]

JET ROUTE

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 75 of the Federal Aviation Regulations that would realign Jet Route No. 26 from El Paso, Tex., via the INT of El Paso 069° and Roswell, N. Mex., 215° True radials; to Roswell. This action would provide a shorter more direct route between El Paso and Roswell. J-26 is now aligned from El Paso to Roswell via the intersection of El Paso 088° and Roswell 213° True radials.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Southwest Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Post Office Box 168, Fort Worth, Tex. 76101. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. The proposals contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20590. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Washington, D.C., on July 3, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7948; Filed, July 10, 1967; 8:49 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-SO-68]

TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would alter the Birmingham, Ala., transition area.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Area Manager, Memphis Area Office, Attention: Chief, Air Traffic Branch, Federal Aviation Administration, Post Office Box 18097, Memphis, Tenn. 38118. All communications received within 30 days after publication of this notice in the

FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Branch. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The Birmingham 1,200-foot transition area described in § 71.181 (32 F.R. 2148 and 3765) would be altered as follows:

"* * * thence southwest along the southeast boundary of V-209 to a 19-mile radius arc centered on the Tuscaloosa, Ala., VOR; thence clockwise along this arc to longitude 87°30'00" W.; thence north along longitude 87°30'00" W. to point of beginning, excluding that portion that coincide with R-2101 and the Gadsden, Ala., transition area * * *." would be deleted and "* * * thence southwest along the southeast boundary of V-209 to longitude 88°00'00" W.; thence north along longitude 88°00'00" W., to the north boundary of V-18; thence northeast along the north boundary of V-18 to a 19-mile radius arc centered on the Tuscaloosa, Ala., VORTAC; thence clockwise along this arc to longitude 87°30'00" W.; thence north along longitude 87°30'00" W. to point of beginning, excluding that portion that coincides with R-2101 and the Gadsden, Ala., transition area * * *." would be substituted therefor.

The proposed additional airspace is required for the protection of IFR operations and for radar vectoring of aircraft arriving and departing the Birmingham area.

The official docket will be available for examination by interested persons at the Southern Regional Office, Federal Aviation Administration, Room 724, 3400 Whipple Street, East Point, Ga.

This amendment is proposed under section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)).

Issued in East Point, Ga., on June 30, 1967.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 67-7949; Filed, July 10, 1967; 8:49 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-SO-64]

TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would designate the Camden, S.C., transition area.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Area Manager, Atlanta Area Office, Attention: Chief, Air Traffic Branch, Federal Aviation Administration, Post Office Box 20636, Atlanta, Ga. 30320. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Branch. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The Camden transition area would be designated as:

That airspace extending upward from 700 feet above the surface within a 7-mile radius of Woodward Field (latitude 34°17'03" N., longitude 80°33'53" W.); within 2 miles each side of the 040° bearing from the Camden RBN (latitude 34°17'02" N., longitude 80°33'42.5" W.), extending from the 7-mile radius area to 8 miles northeast of the RBN.

The proposed transition area is required for the protection of IFR operations at Woodward Field. A prescribed instrument approach procedure to this airport utilizing the Camden (private) nondirectional radio beacon is proposed in conjunction with the designation of this transition area.

This amendment is proposed under section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)).

Issued in East Point, Ga., on June 21, 1967.

GORDON A. WILLIAMS, Jr.
Acting Director, Southern Region.

[F.R. Doc. 67-7950; Filed, July 10, 1967; 8:49 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-EA-1]

FEDERAL AIRWAYS

Supplemental Proposed Alteration

On March 1, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 3402) stating that the Federal Aviation Agency was considering amendments to Part 71 of the Federal Aviation Regulations that would realign V-1 from Cape Charles, Va., via the INT of Cape Charles 013° and Salisbury, Md., 206° True radials; to Salisbury; that would designate a segment of V-139 from Norfolk, Va., via Cape Charles; to Snow Hill, Md., including a west alternate from Norfolk to Snow Hill via INT of Norfolk 360° and Snow Hill 226° True radials; and that would revoke the segment of V-194 from Norfolk to INT of Norfolk 001° and Cape Charles 313° True radials. Floors of 1,200 feet above the surface were proposed for these airway segments. These actions were proposed to simplify air traffic control procedures and flight planning in the Norfolk area.

Subsequent to publication of the notice, it was determined that the Snow Hill 226° True radial would not support a Federal airway. Accordingly, the proposals published in the notice are hereby cancelled and in lieu thereof, consideration is given to the following airway alignments that would serve the same purpose.

1. Redesignate the segment of V-194 from Norfolk via the intersection of Norfolk 001° T (008° Mag.) and Harcum, Va., 072° T (079° Mag.) radials; to the intersection of Harcum 072° and Snow Hill 211° True radials.

2. Realign V-1 from Cape Charles via the intersection of Cape Charles 009° T (016° Mag.) and Salisbury 206° T (214° Mag.) radials; to Salisbury.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Eastern Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y. 11430. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. The proposal contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20590. An informal docket will be available for examination at the office of the Regional Air Traffic Division Chief.

These amendments are proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Washington, D.C., on July 3, 1967.

T. MCCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-7951; Filed, July 10, 1967; 8:49 a.m.]

ATOMIC ENERGY COMMISSION

[10 CFR Part 50]

LICENSING OF PRODUCTION AND UTILIZATION FACILITIES

General Design Criteria for Nuclear Power Plant Construction Permits

The Atomic Energy Comission has under consideration an amendment to its regulation, 10 CFR Part 50, "Licensing of Production and Utilization Facilities," which would add an Appendix A, "General Design Criteria for Nuclear Power

Plant Construction Permits."[1] The purpose of the proposed amendment would be to provide guidance to applicants in developing the principal design criteria to be included in applications for Commission construction permits. These General Design Criteria would not add any new requirements, but are intended to describe more clearly present Commission requirements to assist applicants in preparing applications.

The proposed amendment would complement other proposed amendments to Part 50 which were published for public comment in the FEDERAL REGISTER on August 16, 1966 (31 F.R. 10891).

The proposed amendments to Part 50 reflect a recommendation made by a seven-member Regulatory Review Panel, appointed by the Commission to study: (1) The programs and procedures for the licensing and regulation of reactors and (2) the decision-making process in the Commission's regulatory program. The Panel's report recommended the development, particularly at the construction permit stage of a licensing proceeding, of design criteria for nuclear power plants. Work on the development of such criteria had been in process at the time of the Panel's study.

As a result, preliminary proposed criteria for the design of nuclear power plants were discussed with the Commission's Advisory Committee on Reactor Safeguards and were informally distributed for public comment in Commission Press Release H-252 dated November 22, 1965. In developing the proposed criteria set forth in the proposed amendments to Part 50, the Commission has taken into consideration comments and suggestions from the Advisory Committee on Reactor Safeguards, from members of industry, and from the public.

Section 50.34, paragraph (b), as published for comment in the FEDERAL REGISTER on August 16, 1966, would require that each application for a construction permit include a preliminary safety analysis report. The minimum information to be included in this preliminary safety analysis report is (1) a description and safety assessment of the site, (2) a summary description of the facility, (3) a preliminary design of the facility, (4) a preliminary safety analysis and evaluation of the facility, (5) an identification of subjects expected to be technical specifications, and (6) a preliminary plan for the organization, training, and operation. The following information is specified for inclusion as part of the preliminary design of the facility:

(i) The principal design criteria for the facility;

(ii) The design bases and the relation of the design bases to the principal design criteria;

(iii) Information relative to materials of construction, general arrangement and approximate dimensions, sufficient to provide reasonable assurance that the final design will conform to the design bases with adequate margin for safety;

The "General Design Criteria for Nuclear Power Plant Construction Permits" proposed to be included as Appendix A to this part are intended to aid the applicant in development item (i) above, the principal design criteria. All criteria established by an applicant and accepted by the Commission would be incorporated by reference in the construction permit. In considering the issuance of an operating license under the regulations, the Commission would assure that the criteria had been met in the detailed design and construction of the facility or that changes in such criteria have been justified.

Section 50.34 as published in the FEDERAL REGISTER on August 16, 1966, would be further amended by adding to Part 50 a new Appendix A containing the General Design Criteria applicable to the construction of nuclear power plants and by a specific reference to this Appendix in § 50.34, paragraph (b).

The Commission expects that the provisions of the proposed amendments relating to General Design Criteria for Nuclear Power Plant Construction Permits will be useful as interim guidance until such time as the Commission takes further action on them.

Pursuant to the Atomic Energy Act of 1954, as amended, and the Administrative Procedure Act of 1946, as amended, notice is hereby given that adoption of the following amendments to 10 CFR Part 50 is contemplated. All interested persons who desire to submit written comments or suggestions in connection with the proposed amendments should send them to the Secretary, U.S. Atomic Energy Commission, Washington, D.C. 20545, within 60 days after publication of this notice in the FEDERAL REGISTER. Comments received after that period will be considered if it is practicable to do so, but assurance of consideration cannot be given except as to comments filed within the period specified. Copies of comments may be examined in the Commission's Public Document Room at 1717 H Street NW., Washington, D.C.

1. Section 50.34(b)(3)(i) of 10 CFR Part 50 is amended to read as follows:

§ 50.34 Contents of applications: technical information safety analysis report.[2]

* * * * *

(b) Each application for a construction permit shall include a preliminary safety analysis report. The report shall cover all pertinent subjects specified in paragraph (a) of this section as fully as available information permits. The minimum information to be included shall consist of the following:

* * * * *

(3) The preliminary design of the facility, including:

(i) The principal design criteria for the facility. Appendix A, "General Design Criteria for Nuclear Power Plant Construction Permits," provides guidance for establishing the principal design criteria for nuclear power plants.

* * * * *

2. A new Appendix A is added to read as follows:

[1] Inasmuch as the Commission has under consideration other amendments to 10 CFR Part 50 (31 F.R. 10891), the amendment proposed herein would be a further revision to Part 50 previously published for comment in the FEDERAL REGISTER.

[2] Inasmuch as the Commission has under consideration other amendments to § 50.34 (31 F.R. 10891), the amendment proposed herein would be a further revision of § 50.34 (b)(3)(i) previously published for comment in the FEDERAL REGISTER.

APPENDIX A—GENERAL DESIGN CRITERIA FOR NUCLEAR POWER PLANT CONSTRUCTION PERMITS[1]

TABLE OF CONTENTS

Group and title	Criterion No.
V. Reactivity control:	
Redundancy of Reactivity Control	27
Reactivity Hot Shutdown Capability	28
Reactivity Shutdown Capability	29
Reactivity Holddown Capability	30
Reactivity Control Systems Malfunction	31
Maximum Reactivity Worth of Control Rods	32
VI. Reactor coolant pressure boundary:	
Reactor Coolant Pressure Boundary Capability	33
Reactor Coolant Pressure Boundary Rapid Propagation Failure Prevention	34
Reactor Coolant Pressure Boundary Brittle Fracture Prevention	35
Reactor Coolant Pressure Boundary Surveillance	36
VII. Engineered safety features:	
A. General requirements for engineered safety features:	
Engineered Safety Features Basis for Design	37
Reliability and Testability of Engineered Safety Features	38
Emergency Power for Engineered Safety Features	39
Missile Protection	40
Engineered Safety Features Performance Capability	41
Engineered Safety Features Components Capability	42
Accident Aggravation Prevention	43
B. Emergency core cooling systems:	
Emergency Core Cooling Systems Capability	44
Inspection of Emergency Core Cooling Systems	45
Testing of Emergency Core Cooling Systems Components	46
Testing of Emergency Core Cooling Systems	47
Testing of Operational Sequence of Emergency Core Cooling Systems	48
C. Containment:	
Containment Design Basis	49
NDT Requirement for Containment Material	50
Reactor Coolant Pressure Boundary Outside Containment	51
Containment Heat Removal Systems	52
Containment Isolation Valves	53
Containment Leakage Rate Testing	54
Containment Periodic Leakage Rate Testing	55
Provisions for Testing of Penetrations	56
Provisions for Testing of Isolation Valves	57
D. Containment pressure-reducing systems:	
Inspection of Containment Pressure-Reducing Systems	58
Testing of Containment Pressure-Reducing Systems	59
Testing of Containment Spray Systems	60
Testing of Operational Sequence of Containment Pressure-Reducing Systems	61
E. Air cleanup systems:	
Inspection of Air Cleanup Systems	62
Testing of Air Cleanup Systems Components	63
Testing of Air Cleanup Systems	64
Testing of Operational Sequence of Air Cleanup Systems	65
VIII. Fuel and waste storage systems:	
Prevention of Fuel Storage Criticality	66
Fuel and Waste Storage Decay Heat	67
Fuel and Waste Storage Radiation Shielding	68
Protection Against Radioactivity Release from Spent Fuel and Waste Storage	69
IX. Plant effluents:	
Control of Releases of Radioactivity to the Environment	70

[1] Inasmuch as the Commission has under consideration other amendments to 10 CFR Part 50 (31 F.R. 10891), the amendment proposed herein would be a further revision to Part 50 previously published for comment in the FEDERAL REGISTER.

Introduction. Every applicant for a construction permit is required by the provisions of § 50.34 to include the principal design criteria for the proposed facility in the application. These General Design Criteria are intended to be used as guidance in establishing the principal design criteria for a nuclear power plant. The General Design Criteria reflect the predominating experience with water power reactors as designed and located to date, but their applicability is not limited to these reactors. They are considered generally applicable to all power reactors.

Under the Commission's regulations, an applicant must provide assurance that its principal design criteria encompass all those facility design features required in the interest of public health and safety. There may be some power reactor cases for which fulfillment of some of the General Design Criteria may not be necessary or appropriate. There will be other cases in which these criteria are insufficient, and additional criteria must be identified and satisfied by the design in the interest of public safety. It is expected that additional criteria will be needed particularly for unusual sites and environmental conditions, and for new and advanced types of reactors. Within this context, the General Design Criteria should be used as a reference allowing additions or deletions as an individual case may warrant. Departures from the General Design Criteria should be justified.

The criteria are designated as "General Design Criteria for Nuclear Power Plant Construction Permits" to emphasize the key role they assume at this stage of the licensing process. The criteria have been categorized as Category A or Category B. Experience has shown that more definitive information is needed at the construction permit stage for the items listed in Category A than for those in Category B.

I. Overall Plant Requirements

Criterion 1—Quality Standards (Category A). Those systems and components of reactor facilities which are essential to the prevention of accidents which could affect the public health and safety or to mitigation of their consequences shall be identified and then designed, fabricated, and erected to quality standards that reflect the importance of the safety function to be performed. Where generally recognized codes or standards on design, materials, fabrication, and inspection are used, they shall be identified. Where adherence to such codes or standards does not suffice to assure a quality product in keeping with the safety function, they shall be supplemented or modified as necessary. Quality assurance programs, test procedures, and inspection acceptance levels to be used shall be identified. A showing of sufficiency and applicability of codes, standards, quality assurance programs, test procedures, and inspection acceptance levels used is required.

Criterion 2—Performance Standards (Category A). Those systems and components of reactor facilities which are essential to the prevention of accidents which could affect the public health and safety or to mitigation of their consequences shall be designed, fabricated, and erected to performance standards that will enable the facility to withstand, without loss of the capability to protect the public, the additional forces that might be imposed by natural phenomena such as earthquakes, tornadoes, flooding conditions, winds, ice, and other local site effects. The design bases so established shall reflect: (a) Appropriate consideration of the most severe of these natural phenomena that have been recorded for the site and the surrounding area and (b) an appropriate margin for withstanding forces greater than those recorded to reflect uncertainties about the historical data and their suitability as a basis for design.

Criterion 3—Fire Protection (Category A). The reactor facility shall be designed (1) to minimize the probability of events such as fires and explosions and (2) to minimize the potential effects of such events to safety. Noncombustible and fire resistant materials shall be used whenever practical throughout the facility, particularly in areas containing critical portions of the facility such as containment, control room, and components of engineered safety features.

Criterion 4—Sharing of Systems (Category A). Reactor facilities shall not share systems or components unless it is shown safety is not impaired by the sharing.

Criterion 5—Records Requirements (Category A). Records of the design, fabrication, and construction of essential components of the plant shall be maintained by the reactor operator or under its control throughout the life of the reactor.

II. Protection by Multiple Fission Product Barriers

Criterion 6—Reactor Core Design (Category A). The reactor core shall be designed to function throughout its design lifetime, without exceeding acceptable fuel damage limits which have been stipulated and justified. The core design, together with reliable process and decay heat removal systems, shall provide for this capability under all expected conditions of normal operation with appropriate margins for uncertainties and for transient situations which can be anticipated, including the effects of the loss of power to recirculation pumps, tripping out of a turbine generator set, isolation of the reactor from its primary heat sink, and loss of all offsite power.

Criterion 7—Supression of Power Oscillations (Category B). The core design, together with reliable controls, shall ensure that power oscillations which could cause damage in excess of acceptable fuel damage limits are not possible or can be readily suppressed.

Criterion 8—Overall Power Coefficient (Category B). The reactor shall be designed so that the overall power coefficient in the power operating range shall not be positive.

Criterion 9—Reactor Coolant Pressure Boundary (Category A). The reactor coolant pressure boundary shall be designed and constructed so as to have an exceedingly low probability of gross rupture or significant leakage throughout its design lifetime.

Criterion 10—Containment (Category A). Containment shall be provided. The containment structure shall be designed to sustain the initial effects of gross equipment failures, such as a large coolant boundary break, without loss of required integrity and, together with other engineered safety features as may be necessary, to retain for as long as the situation requires the functional capability to protect the public.

III. Nuclear and Radiation Controls

Criterion 11—Control Room (Category B). The facility shall be provided with a control room from which actions to maintain safe operational status of the plant can be controlled. Adequate radiation protection shall be provided to permit access, even under accident conditions, to equipment in the control room or other areas as necessary to shut down and maintain safe control of the facility without radiation exposures of personnel in excess of 10 CFR 20 limits. It shall be possible to shut the reactor down and maintain it in a safe condition if access to the control room is lost due to fire or other cause.

Criterion 12—Instrumentation and Control Systems (Category B). Instrumentation and controls shall be provided as required to monitor and maintain variables within prescribed operating ranges.

Criterion 13—Fission Process Monitors and Controls (Category B). Means shall be provided for monitoring and maintaining control over the fission process throughout core life and for all conditions that can reasonably be anticipated to cause variations in reactivity of the core, such as indication of position of control rods and concentration of soluble reactivity control poisons.

Criterion 14—Core Protection Systems (Category B). Core protection systems, together with associated equipment, shall be designed to act automatically to prevent or to suppress conditions that could result in exceeding acceptable fuel damage limits.

Criterion 15—Engineered Safety Features Protection Systems (Category B). Protection systems shall be provided for sensing accident situations and initiating the operation of necessary engineered safety features.

Criterion 16—Monitoring Reactor Coolant Pressure Boundary (Category B). Means shall be provided for monitoring the reactor coolant pressure boundary to detect leakage.

Criterion 17—Monitoring Radioactivity Releases (Category B). Means shall be provided for monitoring the containment atmosphere, the facility effluent discharge paths, and the facility environs for radioactivity that could be released from normal operations, from anticipated transients, and from accident conditions.

Criterion 18—Monitoring Fuel and Waste Storage (Category B). Monitoring and alarm instrumentation shall be provided for fuel and waste storage and handling areas for conditions that might contribute to loss of continuity in decay heat removal and to radiation exposures.

IV. Reliability and Testability of Protection Systems

Criterion 19—Protection Systems Reliability (Catergory B). Protection systems shall be designed for high functional reliability and in-service testability commensurate with the safety functions to be performed.

Criterion 20—Protection Systems Redundancy and Independence (Category B). Redundancy and independence designed into protection systems shall be sufficient to assure that no single failure or removal from service of any component or channel of a system will result in loss of the protection function. The redundancy provided shall include, as a minimum, two channels of protection for each protection function to be served. Different principles shall be used where necessary to achieve true independence of redundant instrumentation components.

Criterion 21—Single Failure Definition (Category B). Multiple failures resulting from a single event shall be treated as a single failure.

Criterion 22—Separation of Protection and Control Instrumentation Systems (Category B). Protection systems shall be separated from control instrumentation systems to the extent that failure or removal from service of any control instrumentation system component or channel, or of those common to control instrumentation and protection circuitry, leaves intact a system satisfying all requirements for the protection channels.

Criterion 23—Protection Against Multiple Disability for Protection Systems (Category B). The effects of adverse conditions to which redundant channels or protection systems might be exposed in common, either under normal conditions or those of an accident, shall not result in loss of the protection function.

Criterion 24—Emergency Power for Protection Systems (Category B). In the event of loss of all offsite power, sufficient alternate sources of power shall be provided to permit the required functioning of the protection systems.

Criterion 25—Demonstration of Functional Operability of Protection Systems (Category B). Means shall be included for testing protection systems while the reactor is in operation to demonstrate that no failure or loss of redundancy has occurred.

Criterion 26—Protection Systems Fail-Safe Design (Category B). The protection systems shall be designed to fail into a safe state or into a state established as tolerable on a defined basis if conditions such as disconnection of the system, loss of energy (e.g., electric power, instrument air), or adverse environments (e.g., extreme heat or cold, fire, steam, or water) are experienced.

V. Reactivity Control

Criterion 27—Redundancy of Reactivity Control (Category A). At least two independent reactivity control systems, preferably of different principles, shall be provided.

Criterion 28—Reactivity Hot Shutdown Capability (Category A). At least two of the reactivity control systems provided shall independently be capable of making and holding the core subcritical from any hot standby or hot operating condition, including those resulting from power changes, sufficiently fast to prevent exceeding acceptable fuel damage limits.

Criterion 29—Reactivity Shutdown Capability (Category A). At least one of the reactivity control systems provided shall be capable of making the core subcritical under any condition (including anticipated operational transients) sufficiently fast to prevent exceeding acceptable fuel damage limits. Shutdown margins greater than the maximum worth of the most effective control rod when fully withdrawn shall be provided.

Criterion 30—Reactivity Holddown Capability (Category B). At least one of the reactivity control systems provided shall be capable of making and holding the core subcritical under any conditions with appropriate margins for contingencies.

Criterion 31—Reactivity Control Systems Malfunction (Category B). The reactivity control systems shall be capable of sustaining any single malfunction, such as, unplanned continuous withdrawal (not ejection) of a control rod, without causing a reactivity transient which could result in exceeding acceptable fuel damage limits.

Criterion 32—Maximum Reactivity Worth of Control Rods (Category A). Limits, which include considerable margin, shall be placed on the maximum reactivity worth of control rods or elements and on rates at which reactivity can be increased to ensure that the potential effects of a sudden or large change of reactivity cannot (a) rupture the reactor coolant pressure boundary or (b) disrupt the core, its support structures, or other vessel internals sufficiently to impair the effectiveness of emergency core cooling.

VI. Reactor Coolant Pressure Boundary

Criterion 33—Reactor Coolant Pressure Boundary Capability (Category A). The reactor coolant pressure boundary shall be capable of accommodating without rupture, and with only limited allowance for energy absorption through plastic deformation, the static and dynamic loads imposed on any boundary component as a result of any inadvertent and sudden release of energy to the coolant. As a design reference, this sudden release shall be taken as that which would result from a sudden reactivity insertion such as rod ejection (unless prevented by positive mechanical means), rod dropout, or cold water addition.

Criterion 34—Reactor Coolant Pressure Boundary Rapid Propagation Failure Prevention (Category A). The reactor coolant pressure boundary shall be designed to minimize the probability of rapidly propagating type failures. Consideration shall be given (a) to the notch-toughness properties of materials extending to the upper shelf of the Charpy transition curve, (b) to the state of stress of materials under static and transient loadings, (c) to the quality control specified for materials and component fabrication to limit flaw sizes, and (d) to the provisions for control over service temperature and irradiation effects which may require operational restrictions.

Criterion 35—Reactor Coolant Pressure Boundary Brittle Fracture Prevention (Category A). Under conditions where reactor coolant pressure boundary system components constructed of ferritic materials may be subjected to potential loadings, such as a reactivity-induced loading, service temperatures shall be at least 120° F. above the nil ductility transition (NDT) temperature of the component material if the resulting energy release is expected to be absorbed by plastic deformation or 60° F. above the NDT temperature of the component material if the resulting energy release is expected to be absorbed within the elastic strain energy range.

Criterion 36—Reactor Coolant Pressure Boundary Surveillance (Category A). Reactor coolant pressure boundary components shall have provisions for inspection, testing, and surveillance by appropriate means to assess the structural and leaktight integrity of the boundary components during their service lifetime. For the reactor vessel, a material surveillance program conforming with ASTM–E–185–66 shall be provided.

VII. Engineered Safety Features

Criterion 37—Engineered Safety Features Basis for Design (Category A). Engineered safety features shall be provided in the facility to back up the safety provided by the core design, the reactor coolant pressure boundary, and their protection systems. As a minimum, such engineered safety features

shall be designed to cope with any size reactor coolant pressure boundary break up to and including the circumferential rupture of any pipe in that boundary assuming unobstructed discharge from both ends.

Criterion 38—Reliability and Testability of Engineered Safety Features (Category A). All engineered safety features shall be designed to provide high functional reliability and ready testability. In determining the suitability of a facility for a proposed site, the degree of reliance upon and acceptance of the inherent and engineered safety afforded by the systems, including engineered safety features, will be influenced by the known and the demonstrated performance capability and reliability of the systems, and by the extent to which the operability of such systems can be tested and inspected where appropriate during the life of the plant.

Criterion 39—Emergency Power for Engineered Safety Features (Category A). Alternate power systems shall be provided and designed with adequate independency, redundancy, capacity, and testability to permit the functioning required of the engineered safety features. As a minimum, the onsite power system and the offsite power system shall each, independently, provide this capacity assuming a failure of a single active component in each power system.

Criterion 40—Missile Protection (Category A). Protection for engineered safety features shall be provided against dynamic effects and missiles that might result from plant equipment failures.

Criterion 41—Engineered Safety Features Performance Capability (Category A). Engineered safety features such as emergency core cooling and containment heat removal systems shall provide sufficient performance capability to accommodate partial loss of installed capacity and still fulfill the required safety function. As a minimum, each engineered safety feature shall provide this required safety function assuming a failure of a single active component.

Criterion 42—Engineered Safety Features Components Capability (Category A). Engineered safety features shall be designed so that the capability of each component and system to perform its required function is not impaired by the effects of a loss-of-coolant accident.

Criterion 43—Accident Aggravation Prevention (Category A). Engineered safety features shall be designed so that any action of the engineered safety features which might accentuate the adverse after-effects of the loss of normal cooling is avoided.

Criterion 44—Emergency Core Cooling Systems Capability (Category A). At least two emergency core cooling systems, preferably of different design principles, each with a capability for accomplishing abundant emergency core cooling, shall be provided. Each emergency core cooling system and the core shall be designed to prevent fuel and clad damage that would interfere with the emergency core cooling function and to limit the clad metal-water reaction to negligible amounts for all sizes of breaks in the reactor coolant pressure boundary, including the double-ended rupture of the largest pipe. The performance of each emergency core cooling system shall be evaluated conservatively in each area of uncertainty. The systems shall not share active components and shall not share other features or components unless it can be demonstrated that (a) the capability of the shared feature or component to perform its required function can be readily ascertained during reactor operation, (b) failure of the shared feature or component does not initiate a loss-of-coolant accident, and (c) capability of the shared feature or component to perform its required function is not impaired by the effects of a loss-of-coolant accident and is not lost during the entire period this function is required following the accident.

Criterion 45—Inspection of Emergency Core Cooling Systems (Category A). Design provisions shall be made to facilitate physical inspection of all critical parts of the emergency core cooling systems, including reactor vessel internals and water injection nozzles.

Criterion 46—Testing of Emergency Core Cooling Systems Components (Category A). Design provisions shall be made so that active components of the emergency core cooling systems, such as pumps and valves, can be tested periodically for operability and required functional performance.

Criterion 47—Testing of Emergency Core Cooling Systems (Category A). A capability shall be provided to test periodically the delivery capability of the emergency core cooling systems at a location as close to the core as is practical.

Criterion 48—Testing of Operational Sequence of Emergency Core Cooling Systems (Category A). A capability shall be provided to test under conditions as close to design as practical the full operational sequence that would bring the emergency core cooling systems into action, including the transfer to alternate power sources.

Criterion 49—Containment Design Basis (Category A). The containment structure, including access openings and penetrations, and any necessary containment heat removal systems shall be designed so that the containment structure can accommodate without exceeding the design leakage rate the pressures and temperatures resulting from the largest credible energy release following a loss-of-coolant accident, including a considerable margin for effects from metal-water or other chemical reactions that could occur as a consequence of failure of emergency core cooling systems.

Criterion 50—NDT Requirement for Containment Material (Category A). Principal load carrying components of ferritic materials exposed to the external environment shall be selected so that their temperatures under normal operating and testing conditions are not less than 30° F. above nil ductility transition (NDT) temperature.

Criterion 51—Reactor Coolant Pressure Boundary Outside Containment (Category A). If part of the reactor coolant pressure boundary is outside the containment, appropriate features as necessary shall be provided to protect the health and safety of the public in case of an accidental rupture in that part. Determination of the appropriateness of features such as isolation valves and additional containment shall include consideration of the environmental and population conditions surrounding the site.

Criterion 52—Containment Heat Removal Systems (Category A). Where active heat removal systems are needed under accident conditions to prevent exceeding containment design pressure, at least two systems, preferably of different principles, each with full capacity, shall be provided.

Criterion 53—Containment Isolation Valves (Category A). Penetrations that require closure for the containment function shall be protected by redundant valving and associated apparatus.

Criterion 54—Containment Leakage Rate Testing (Category A). Containment shall be designed so that an integrated leakage rate testing can be conducted at design pressure after completion and installation of all penetrations and the leakage rate measured over a sufficient period of time to verify its conformance with required performance.

Criterion 55—Containment Periodic Leakage Rate Testing (Category A). The containment shall be designed so that integrated leakage rate testing can be done periodically at design pressure during plant lifetime.

Criterion 56—Provisions for Testing of Penetrations (Category A). Provisions shall be made for testing penetrations which have resilient seals or expansion bellows to permit leak tightness to be demonstrated at design pressure at any time.

Criterion 57—Provisions for Testing of Isolation Valves (Category A). Capability shall be provided for testing functional operability of valves and associated apparatus essential to the containment function for establishing that no failure has occurred and for determining that valve leakage does not exceed acceptable limits.

Criterion 58—Inspection of Containment Pressure-Reducing Systems (Category A). Design provisions shall be made to facilitate the periodic physical inspection of all important components of the containment pressure-reducing systems, such as, pumps, valves, spray nozzles, torus, and sumps.

Criterion 59—Testing of Containment Pressure-Reducing Systems Components (Category A). The containment pressure-reducing systems shall be designed so that active components, such as pumps and valves, can be tested periodically for operability and required functional performance.

Criterion 60—Testing of Containment Spray Systems (Category A). A capability shall be provided to test periodically the delivery capability of the containment spray system at a position as close to the spray nozzles as is practical.

Criterion 61—Testing of Operational Sequence of Containment Pressure-Reducing Systems (Category A). A capability shall be provided to test under conditions as close to the design as practical the full operational sequence that would bring the containment pressure-reducing systems into action, including the transfer to alternate power sources.

Criterion 62—Inspection of Air Cleanup Systems (Category A). Design provisions shall be made to facilitate physical inspection of all critical parts of containment air cleanup systems, such as, ducts, filters, fans, and dampers.

Criterion 63—Testing of Air Cleanup Systems Components (Category A). Design provisions shall be made so that active components of the air cleanup systems, such as fans and dampers, can be tested periodically for operability and required functional performance.

Criterion 64—Testing of Air Cleanup Systems (Category A). A capability shall be provided for in situ periodic testing and surveillance of the air cleanup systems to ensure (a) filter bypass paths have not developed and (b) filter and trapping materials have not deteriorated beyond acceptable limits.

Criterion 65—Testing of Operational Sequence of Air Cleanup Systems (Category A). A capability shall be provided to test under conditions as close to design as practical the full operational sequence that would bring the air cleanup systems into action, including the transfer to alternate power sources and the design air flow delivery capability.

VIII. Fuel and Waste Storage Systems

Criterion 66—Prevention of Fuel Storage Criticality (Category B). Criticality in new and spent fuel storage shall be prevented by physical systems or processes. Such means as geometrically safe configurations shall be emphasized over procedural controls.

Criterion 67—Fuel and Waste Storage Decay Heat (Category B). Reliable decay heat removal systems shall be designed to prevent damage to the fuel in storage facilities that could result in radioactivity release to plant operating areas or the public environs.

Criterion 68—Fuel and Waste Storage Radiation Shielding (Category B). Shielding for radiation protection shall be provided in the design of spent fuel and waste storage

facilities as required to meet the requirements of 10 CFR 20.

Criterion 69—Protection Against Radioactivity Release From Spent Fuel and Waste Storage (Category B). Containment of fuel and waste storage shall be provided if accidents could lead to release of undue amounts of radioactivity to the public environs.

IX. PLANT EFFLUENTS

Criterion 70—Control of Releases of Radioactivity to the Environment (Category B). The facility design shall include those means necessary to maintain control over the plant radioactive effluents, whether gaseous, liquid, or solid. Appropriate holdup capacity shall be provided for retention of gaseous, liquid, or solid effluents, particularly where unfavorable environmental conditions can be expected to require operational limitations upon the release of radioactive effluents to the environment. In all cases, the design for radioactivity control shall be justified (a) on the basis of 10 CFR 20 requirements for normal operations and for any transient situation that might reasonably be anticipated to occur and (b) on the basis of 10 CFR 100 dosage level guidelines for potential reactor accidents of exceedingly low probability of occurrence except that reduction of the recommended dosage levels may be required where high population densities or very large cities can be affected by the radioactive effluents.

(Sec. 161, 68 Stat. 948; 42 U.S.C. 2201)

Dated at Washington, D.C., this 28th day of June 1967.

For the Atomic Energy Commission.

W. B. McCOOL,
Secretary.

[F.R. Doc. 67-7901; Filed, July 10, 1967; 8:45 a.m.]

Notices

DEPARTMENT OF THE TREASURY

Comptroller of the Currency

INSURED BANKS

Joint Call for Report of Condition

CROSS REFERENCE: For a document regarding the above-titled matter, see Federal Deposit Insurance Corporation, F.R. Doc. 67-7935, *infra*.

Secret Service

STATEMENT OF ORGANIZATION, FUNCTIONS, AND PUBLIC INFORMATION PROCEDURES

In compliance with the provisions of 5 U.S.C. 552, this notice provides a description for the guidance of the public of the Secret Service central and field organization, including a statement of the established places at which, the officers from whom, and the methods whereby the public may secure information, make submittals or requests, or obtain decisions. The prior statement of organization, functions and procedures of the Secret Service which appears in 11 F.R. 177A-101, as amended, is revised to read as follows:

Sec.
1 Central Organization.
2 Field Organization.
3 Public Information: Disclosure of Records.

SECTION 1. *Central Organization.*

(a) The Director of the Secret Service, aided by four Assistant Directors, supervises the activities of the Service, subject to the direction of the Secretary of the Treasury and the Special Assistant to the Secretary (for Enforcement). The Director is charged with supervision of the White House Police Force, the Treasury Guard Force, and the field and departmental forces of the Secret Service.

(b) A major function of the Secret Service is the protection of the President and Vice President of the United States. Other major functions and duties are as follows:

Protection of the President's immediate family, former Presidents, the White House and buildings housing Treasury Department activities; suppression of counterfeiting, forging, and alteration of obligations and securities, as well as coins, of the United States and foreign governments; investigation of the forgery of endorsements on, or the fraudulent negotiation of, U.S. Treasury checks; investigation of crimes relating to the coins, obligations, and other securities of the United States; and other investigative and law enforcement functions as provided by law or ordered by the Secretary of the Treasury. The principal laws enforced by the Secret Service may be found in 18 U.S.C. Chapter 25.

SEC. 2. *Field Organization.*

(a) The field organization is divided into districts, each under the charge of a supervising agent who is directly responsible to the Assistant Director—Investigations. The following is a list of the district offices:

Office	Address	Phone Number
Aberdeen	210 Post Office and Customhouse, 4th and Lincoln, Aberdeen, S. Dak. 57401.	605-225-7355
Albany	Room 325, Federal Bldg., Albany, N.Y. 12207.	518-472-2884
Albuquerque	Suite 1110 Federal Office Bldg., 517 Gold Ave., SW., Albuquerque, N. Mex. 87101.	505-247-2243
Anchorage	Room 218 Federal Bldg., Anchorage, Alaska 99501.	907-272-8631
Atlanta	Room 648 Old Post Office, Atlanta, Ga. 30301.	404-526-6317
Austin	Suite 972, Federal Office Bldg., 300 East Eighth St., Austin, Tex. 78701.	512-476-6198
Baltimore	Suite 733, Calvert Bldg., East Fayette at St. Paul, Baltimore, Md. 21203.	301-752-2147
Birmingham	Room 1010, 2121 Bldg., 2121 Eighth Ave., North Birmingham, Ala. 35203.	205-325-3148
Boston	Room 1037, U.S. Post Office and Courthouse, Boston, Mass. 02109.	617-223-2728
Buffalo	Room 320 U.S. Courthouse, Court and Franklin Sts., Buffalo, N.Y. 14201.	716-842-3542
Charleston	Rooms 4408-10, Federal Bldg. and U.S. Courthouse, 500 Quarrier St., Charleston, W. Va. 25301.	304-343-1317
Charlotte	Room 426, Post Office and Courthouse Bldg., Charlotte, N.C. 28201.	704-372-7644
Chicago	Room 1936, Federal Courthouse and Office Bldg., 219 South Dearborn St., Chicago, Ill. 60604.	312-353-5431
Cincinnati	Room 8563, Federal Bldg., 550 Main St., Cincinnati, Ohio 45201.	513-684-3448
Cleveland	Rooms 516-530, Federal Bldg., Cleveland, Ohio 44114.	216-522-4365
Columbia	Rooms 201-201a, U.S. Courthouse, Columbia, S.C. 29202.	803-253-3446
Columbus	Room 411, New Post Office Bldg., Columbus, Ohio 43216.	614-469-7370
Dallas	Room 800, Reliance Life Bldg., 505 North Ervay St., Dallas, Tex. 75221.	214-749-3461
Denver	1327 New Custom House, Denver, Colo. 80201.	303-297-3027
Detroit	Room 1044, Federal Bldg., Detroit, Mich. 48226.	313-226-6100
El Paso	Room 142, U.S. Courthouse, El Paso, Tex. 79901.	915-533-5200
Fort Worth	Room 502, U.S. Courthouse, 10th and Lamar Sts., Fort Worth, Tex. 76101.	817-334-2015
Gettysburg	Room 206, Post Office Bldg., Gettysburg, Pa. 17325.	717-334-7173
Grand Rapids	Rooms 302-3-4, Federal Bldg., 150 Ionia NW., Grand Rapids, Mich. 49502.	616-456-2276
Great Falls	Room 222, U.S. Post Office and Courthouse, Great Falls, Mont. 59401.	406-761-3343
Honolulu	Room 244, Federal Bldg., 335 South King St., Honolulu, Hawaii 96808.	588-637 (Commercial)
Houston	Room 6202, Federal Office and Courts Bldg., 515 Rusk Ave., Houston, Tex. 77002.	713-228-4328
Indianapolis	Room 429, Federal Bldg., Indianapolis, Ind. 46206.	317-633-7681
Jackson	Room 222, U.S. Post Office and Courthouse, Jackson, Miss. 39205.	601-948-2351
Jacksonville	Room 319, Post Office Bldg., Jacksonville, Fla. 32201.	904-791-2777
Kansas City	Room 809, U.S. Courthouse, Kansas City, Mo. 64142.	816-374-5021
Knoxville	Room 328, Federal Bldg., Knoxville, Tenn. 37901.	615-524-4501
Little Rock	Room 361, U.S. Post Office and Courthouse, 600 West Capitol Ave., Little Rock, Ark. 72203.	501-372-5358
Los Angeles	Room 754, U.S. Courthouse, Los Angeles, Calif. 90012.	213-688-4830
Louisville	Room 427, Post Office Bldg., Louisville, Ky. 40201.	502-582-5171
Memphis	Room 811, Federal Bldg., 167 North Main St., Memphis, Tenn. 38103.	901-534-3508
Miami	Room 408, Ainsley Bldg., 14 Northeast First Ave., Miami, Fla. 33101.	305-350-5961
Milwaukee	Room 538, Federal Bldg., Milwaukee, Wis. 53202.	414-272-3588
Minneapolis	396 Federal Bldg., U.S. Courthouse, 110 South 4th St., Minneapolis Minn. 55401.	612-334-3371
Mobile	Room 431, U.S. Court and Customhouse, Mobile, Ala. 36601.	205-433-3202
Nashville	Room 632, U.S. Courthouse, Nashville, Tenn. 37202.	615-242-3273
Newark	Room 200, Post Office Bldg., Federal Square, Newark, N.J. 07101.	201-645-2334
New Haven	Room 207, 157 Church St., New Haven, Conn. 06501.	203-772-6410
New Orleans	Room 932, Federal Bldg., 600 South St., New Orleans, La. 70130.	504-527-2219
New York	Room 801 Federal Office Bldg., 90 Church St., New York, N.Y. 10007.	212-264-7204
Norfolk	Room 252, U.S. Post Office and Courthouse, 600 Granby St., Norfolk, Va. 23501.	703-627-7541
Oklahoma City	Room 5415, Federal Bldg., Oklahoma City, Okla. 73101.	405-236-2308

Office	Address	Phone Number
Omaha	Room 2102, Federal Bldg., U.S. Post Office and Courthouse, 215 North 17th St., Omaha, Nebr. 68102.	402-221-4671
Paris	Rooms 506-509, American Embassy "D" Bldg., 58 rue, La Boetie, Paris 8, France.	Anjou 74-60 Ext. 8206
Philadelphia	Room 504, U.S. Customhouse, Philadelphia, Pa. 19106.	215-597-4320
Phoenix	Room 6079, New Federal Bldg., 230 North First Ave., Phoenix, Ariz. 85025.	602-261-3556
Pittsburgh	Rooms 509-517, U.S. Post Office and Courts Bldg., Pittsburgh, Pa. 15219.	412-644-3384
Portland	Room 223, U.S. Courthouse, Portland, Oreg. 97207.	503-226-3505
Providence	Rooms 402-404, Federal Bldg., U.S. Courthouse, Providence, R.I. 02901.	401-528-4462
Richmond	Room 10-004, Federal Bldg., North Eighth St., Richmond, Va. 23204.	703-649-2275
Sacramento	Room 3426, New Federal Bldg., 650 Capitol Ave., Sacramento, Calif. 95814.	916-449-2413
St. Louis	Room 936, U.S. Court and Customshouse, 1114 Market St., St. Louis, Mo. 63199.	314-622-4238
Salt Lake City	Room 421, Post Office Bldg., Salt Lake City, Utah 84110.	801-524-5910
San Antonio	Room 277, Federal Bldg., San Antonio, Tex. 78206.	512-225-4277
San Diego	Room 343, U.S. Courthouse, San Diego, Calif. 92101.	714-293-5640
San Francisco	Suite 17449, Federal Bldg., 450 Golden Gate Ave., San Francisco Calif. 94102.	415-556-6800
San Juan	Second Floor, Hato Rey Bldg., Ponce de Leon Ave., Corner Bolivia, Hato Rey, P.R.	765-7818 (Commercial)
Scranton	Room 304, Post Office Bldg., Washington and Linden Sts., Scranton, Pa. 18501.	717-344-7350
Seattle	Room 220, U.S. Courthouse, Seattle, Wash. 98104.	206-583-5495
Spokane	Room 201, Post Office Bldg., Spokane, Wash. 99201.	509-838-3524
Springfield	Room 209, Federal Bldg., Springfield, Ill. 62705.	217-525-4033
Syracuse	Room 329, Main Post Office Bldg., Syracuse, N.Y. 13201.	315-473-6680
Tampa	Rooms 216-217, Main Post Office Bldg., Tampa, Fla. 33601.	813-228-7711
Toledo	Rooms 116-120, U.S. Courthouse and Customhouse, Toledo, Ohio 43624.	419-259-6434
Washington	Room 916, 1825 H St. NW., Washington, D.C. 20226.	202-964-8063

SEC. 3. *Public information: Disclosure of records.*

(a) Records of the Secret Service, in accordance with 5 U.S.C. 552, will be made available, upon request, in accordance with the regulations relating to the disclosure of records published in 31 CFR Part I.

(b) In addition to the procedures established for the disclosure of records in paragraph (a) of this section, the public may secure information from, or make submittals or requests to, a supervising agent of a district office, or the Assistant to the Director, Information and Liaison, U.S. Secret Service, Department of the Treasury, Washington, D.C. 20226.

(c) The determination of which records are available under paragraphs (a) and (b) of this section will be made by the Director, or his delegate. This determination shall be subject to the appellate procedure provided in paragraph (d) of this section.

(d) Any person denied access to records may, within 30 days after notification of such denial, file an appeal to the Special Assistant to the Secretary (for Enforcement). Such an appeal shall be in writing, addressed to the Special Assistant to the Secretary (for Enforcement), Treasury Department, Washington, D.C. 20220.

Effective date. This notice shall be effective upon publication in the FEDERAL REGISTER.

Dated: July 5, 1967.

[SEAL] JAMES J. ROWLEY,
Director,
U.S. Secret Service.

[F.R. Doc. 67-7954; Filed, July 10, 1967; 8:49 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Stabilization and Conservation Service

DOMESTIC BEET SUGAR PRODUCING AREA

1968-Crop Proportionate Shares; Notice of Hearing

Notice is hereby given that the Secretary of Agriculture, acting pursuant to the Sugar Act of 1948, as amended, will conduct a public hearing to receive the views and recommendations of interested persons on the need for establishing proportionate shares (farm acreage allotments) for the 1968 crop of sugar beets in the Domestic Beet Sugar Area.

In accordance with the provisions of paragraph (1), subsection (b) of section 302 of the Sugar Act of 1948, as amended (7 U.S.C. 1132(b)), the Secretary must determine for each crop year whether the production of sugar from any crop of sugar beets will, in the absence of proportionate shares, be greater than the quantity needed to enable the area to meet its quota and provide a normal carryover inventory, as estimated by the Secretary for such area for the calendar year during which the larger part of the sugar from such crop normally would be marketed. Such determination may be made only after due notice and opportunity for an informal public hearing.

The hearing on this matter will be conducted in Room 15018 on the 15th Floor of the Federal Building, 450 Golden Gate Avenue, San Francisco, Calif., beginning at 10 a.m., on July 18, 1967.

Proportionate shares are not in effect for the 1967 crop of sugar beets. Latest industry estimates indicate that about 2,861,000 short tons, raw value, sugar will be produced from the 1966 crop from about 1,230,000 planted acres. According to beet sugar company figures, about 1,207,101 acres have been or will be planted to 1967-crop sugar beets.

Views and recommendations on the need for establishing proportionate shares may be presented orally at the hearing, preferably supported in writing by an original and two copies of the oral statement. Views and recommendations may also be submitted in writing (original and two copies) at the hearing or they may be mailed to the Director, Sugar Policy Staff, Agricultural Stabilization and Conservation Service, U.S. Department of Agriculture, Washington, D.C. 20250, postmarked not later than August 8, 1967.

Oral and written views proposing that proportionate shares be established for the 1968 crop should include recommendations as to the level of the national sugar beet acreage requirement and as to the details of a program. These would include such items as methods (formulae) of establishing State allocations, area allotments and farm bases, the level of set asides for new producers, appeals and adjustments, and the acreage, if any, to be reserved for any nonaffiliated single plant processor of sugar beets.

All written submissions made pursuant to this notice will be made available for public inspection at such times and places in a manner convenient to the public business (7 CFR 1.27 (b)).

Signed at Washington, D.C., on July 5, 1967.

H. D. GODFREY,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 67-7929; Filed, July 10, 1967; 8:47 a.m.]

DEPARTMENT OF COMMERCE

Maritime Administration

AMERICAN MAIL LINE, LTD.

Notice of Application

Notice is hereby given that American Mail Line, Ltd., has applied for (A) an increase in maximum sailings on its "extended area" subsidized service—Indonesia-Malaya (including Singapore), Burma, Ceylon, East and West Coast of India, East and West Pakistan and Sabah (formerly British North Borneo)—from 12 to 16 sailings per annum, (B) an increase in overall maximum sailings on its subsidized service (Trade Route No. 29, U.S. Pacific/Far East (as Extended)) from 42 to 46 sailings per annum, and (C) additional changes in its subsidized services which would include:

1. Movement of cargo from California to Malaya, Singapore, Ceylon, and Sabah (formerly British North Borneo) on a maximum of 16 sailings per annum.

2. Movement of cargo between the U.S. Pacific Coast (Washington-Oregon-California) and Sarawak, Brunei, and the Persian Gulf area on a maximum of 16 sailings per annum.

3. The making of direct inbound calls to the Washington/Oregon area, notwithstanding that the vessel itinerary includes calls at California.

4. Movement of cargo between Alaskan ports west of longitude 155° and foreign port service areas.

Any person, firm, or corporation having any interest in such application and desiring a hearing on issues pertinent to section 605(c) of the Merchant Marine Act, 1936, as amended, 46 U.S.C. 1175, should by the close of business on July 25, 1967, notify the Secretary, Maritime Subsidy Board in writing, in triplicate, and file petition for leave to intervene in accordance with the rules of practice and procedure of the Maritime Subsidy Board.

In the event a hearing is ordered to be held on the application under section 605(c), the purpose thereof will be to receive evidence relevant to (1) whether the application is one with respect to a vessel to be operated on a service, route, or line served by citizens of the United States which would be in addition to the existing service, or services, and if so, whether the service already provided by vessels of U.S. registry in such service, route, or line is inadequate, and (2) whether in the accomplishment of the purpose and policy of the Act additional vessels should be operated thereon.

If no request for hearing and petition for leave to intervene is received within the specified time, or if the Maritime Subsidy Board determines that petitions to intervene filed within the specified time do not demonstrate sufficient interest to warrant a hearing, the Maritime Subsidy Board will take such action as may be deemed appropriate.

Dated: July 5, 1967.

By order of the Maritime Subsidy Board.

JOHN M. O'CONNELL,
Acting Secretary.

[F.R. Doc. 67-7938; Filed, July 10, 1967; 8:48 a.m.]

AMERICAN EXPORT ISBRANDTSEN LINES, INC.

Notice of Application

Notice is hereby given that American Export Isbrandtsen Lines, Inc., has requested approval to further modify the 1967 cruise schedule of the SS *Atlantic* as previously published in the FEDERAL REGISTER of April 13, 1967 (32 F.R. 5961), and approved by the Maritime Subsidy Board on May 11, 1967, so that the schedule of this vessel for November 1967 will read as follows:

Commences	Terminates	Itinerary
Nov. 19.....	Nov. 22.....	New York, Freeport, Port Everglades.
Nov. 23.....	Nov. 29.....	Port Everglades, St. Thomas, San Juan, Port Everglades.

Any person, firm, or corporation having any interest, within the meaning of Public Law 87-45, in the foregoing who desires to offer data, views, or arguments should submit the same in writing, in triplicate, to the Secretary, Maritime Subsidy Board, Washington, D.C. 20235, by close of business on July 25, 1967. In the event an opportunity to present oral argument is also desired, specific reason for such request should also be included. The Maritime Subsidy Board will consider these comments and views and take such action with respect thereto as in its discretion it deems warranted.

By order of the Maritime Subsidy Board.

JOHN M. O'CONNELL,
Acting Secretary.

Dated: July 5, 1967.

[F.R. Doc. 67-7937; Filed, July 10, 1967; 8:48 a.m.]

REDELEGATIONS OF AUTHORITY; FUNCTIONS

Pursuant to authority delegated by the Secretary of Commerce to the Maritime Administrator under Department of Commerce Order 117-A, 31 F.R. 8087, June 8, 1966; 31 F.R. 15331, December 7, 1966, the following authorities have been redelegated to the Maritime Administration officials designated below:

A—U.S. MERCHANT MARINE ACADEMY

SECTION 1. *Organization.*

(a) The U.S. Merchant Marine Academy is under the direction and supervision of a Superintendent, who reports to the Maritime Administrator.

(b) The Superintendent is assisted in the performance of his duties by an Assistant Superintendent who acts for the Superintendent in his absence or preoccupation, and in addition serves as Executive Officer of the Academy.

(c) The U.S. Merchant Marine Academy shall consist of the following principal positions and organizational components:

(1) Immediate Office of the Superintendent.
(2) Executive Officer.
(i) Administrative Office.
(ii) Public Information Office.
(iii) Department of Finance and Supply.
(iv) Department of Public Works.
(3) Dean.
(i) Department of Nautical Science.
(ii) Department of Engineering.
(iii) Department of Mathematics and Science.
(iv) Department of Martime Law and Economics.
(v) Department of Humanities.
(vi) Department of Naval Science.
(vii) Department of Physical Education and Athletics.
(viii) Admissions Office.
(ix) Registrar's Office.
(x) Library.
(xi) Shipboard Training Office.
(4) Regimental Officer.
(i) Regimental Office.
(ii) Medical Department.
(iii) Ship's Service Department.
(5) Chaplains' Office.
(6) Alumni Office.

SEC. 2. *Delegations of Authority.*

(a) Subject to such conditions and limitations as the Maritime Administrator may impose in other directives and instructions, the Superintendent, U.S. Merchant Marine Academy is authorized to exercise all of the authorities of the Maritime Administrator that are required to perform the functions listed in sections 3-7 below.

(b) The Superintendent is authorized to exercise all the authority of the Maritime Administrator to accept or reject gifts and bequests of property, both real and personal, for the purpose of aiding or facilitating the work of the U.S. Merchant Marine Academy or its employees under Public Law 88-611 and Public Law 80-485, except any gift or bequest:

(1) Of over $2,500 in value, or

(2) For representation or official entertainment purposes, regardless of amount.

SEC. 3. *Executive Officer.*

(a) The Executive Officer shall be responsible for the planning, direction, and general supervision of all administrative functions and services necessary for the efficient management and operation of the Academy. Under the Executive Officer there shall be the following organizational units:

(1) The Administrative Office, under the supervision of an Administrative Officer, shall provide administrative services on personnel matters, records management, organization and methods studies, forms control, reports control, space allocation, printing services, photographic, audio and visual aid services, mail and files and telephone services, and shall be responsible for the coordination of these functions with the Atlantic Coast District or the Headquarters Office, as appropriate.

(2) The Public Information Office, under the direction of a Public Information Officer, shall provide for the dissemination of information about the Academy through news media, personal appearances, public events speeches by Academy officials, and audiovisual aids. All information activities shall be subject to policy direction and clearance, as appropriate, by the Headquarters Public Information Officer.

(3) The Department of Finance and Supply, under the direction of a Finance and Supply Officer, and within applicable directives of the Maritime Administration and the Department of Commerce, shall develop fiscal plans essential to the presentation of the annual and special budgetary requirements of the Academy and shall execute the budgeted fiscal plans, including the appropriated and reimbursable accounts. In addition, the Department of Finance and Supply shall provide memorandum accounting services, travel and supply services, property control, and shall be responsible for administering the provision of the Food Service Contract.

(4) The Department of Public Works, under the direction of a Public Works Officer, shall provide for building and

grounds maintenance, mechanical services, transportation services, heat and power, and fire and security protection.

(b) The Administrative Officer in the absence of the Executive Officer shall act for the Executive Officer in carrying out the functions set forth in this section.

SEC. 4. *Dean.*

(a) The Dean shall be responsible for developing, recommending, administering and directing the academic program (including admissions) of the Academy. The Dean shall be responsible for:

(1) Developing academic policy and curricula to implement that policy.

(2) Administering faculty affairs, including the selection, orientation, supervision, and guidance, including career development of faculty.

(3) Controlling and evaluating the instruction, testing, and grading of cadets, including evaluation of instructor and student performance.

(4) Providing academic education necessary to qualify cadets to receive the Bachelor of Science degree in accordance with standards of the Middle States Association of Colleges and Secondary Schools.

(5) Providing naval science training, in accordance with requirements of the Department of the Navy, to qualify graduates as Naval Reserve Officers.

(6) Providing technical education necessary to qualify graduates to serve as licensed merchant marine officers in accordance with U.S. Coast Guard requirements.

(7) A program of on-the-job training aboard ships for cadets.

(8) The admission, registration, and assignment of cadets, and the maintenance of academic records.

(b) Under the Dean there shall be the following academic departments, each under the supervision of a Head of Department:

(1) The Department of Nautical Science shall provide for the teaching of practical and theoretical subjects relating to nautical science.

(2) The Department of Engineering shall provide for the teaching of practical and theoretical marine engineering and related subjects.

(3) The Department of Mathematics and Science shall provide for the teaching of the mathematics and science phase of the curriculum.

(4) The Department of Maritime Law and Economics shall provide for the teaching of Maritime Law, Economics, Marine Insurance, and related subjects.

(5) The Department of Humanities shall provide for the teaching of the liberal arts phase of the curriculum.

(6) The Department of Naval Science shall be operated by Department of the Navy personnel to provide for the teaching of the Naval Science phase of the curriculum.

(7) The Department of Physical Education and Athletics shall administer programs to provide for the physical training of Cadets, including intramural, intercollegiate, and recreational athletics.

(c) In addition, under the Dean, there shall be the following Offices:

(1) The Admissions Office shall be headed by the Assistant Dean who shall serve as Acting Dean in the absence of the Dean. The Admissions Office shall:

(i) Provide for the admittance of Cadets to the Academy in accordance with criteria approved by the Maritime Administrator.

(ii) Conduct studies of the validity of existing criteria for admission and recommend to the Superintendent desirable revisions of admissions criteria.

(2) The Registrar's Office, headed by the Registrar, shall:

(i) Register and assign Cadets to classes.

(ii) Maintain student records.

(iii) Process applications for certificates, licenses, and commissions.

(iv) Issue degrees and grant retroactive degrees in accordance with applicable regulations.

(d) The Library, under the Dean shall be headed by a Librarian who shall provide necessary library services to the students, faculty, and staff.

(e) The Shipboard Training Office, headed by a Shipboard Training Coordinator shall arrange for, supervise, and coordinate the Sea Year Program for Cadets. Within this Office are three Academy Training Representatives stationed at New York, New Orleans, and San Francisco.

SEC. 5. *Regimental Officer.*

(a) The Regimental Officer in the absence of both the Superintendent and Assistant Superintendent shall act for the Superintendent.

(b) Under the Regimental Officer there shall be the following Office and Departments:

(1) The Regimental Office shall be responsible for all cadet activities of a nonacademic nature including military type organization, discipline, and a system of self-government; ensuring the adequacy of the cadets' quarters, clothing, food, and related commissary services; and providing and directing a program of nonathletic recreational activities. The Regimental Officer shall act as Head of the Regimental Office.

(2) The Medical Department, under the supervision of commissioned medical and dental officers of the U.S. Public Health Service, shall be responsible for the medical and dental care and treatment of Cadets.

(3) The Ship's Service Department, a nonappropriated fund activity operated by a Ship's Service Officer who is under contract to the Maritime Administration, shall provide retail store services for Cadets; a uniform shop; tailoring, dry cleaning, laundry, and shoe repair services; barber services; and a food canteen. It shall also accept and maintain records of deposits made by Cadets for the purchase of clothing, textbooks, and other personal items.

SEC. 6. *Chaplains' Office.*

The Chaplains' Office, staffed by U.S. Navy Chaplains assigned by the Department of the Navy, shall provide for and give support and general direction to a program of religious and spiritual activities for Cadets.

SEC. 7. *Alumni Office.*

The Alumni Office, under an Alumni Officer, shall maintain liaison with Alumni groups for the benefit of the Academy, obtain suitable maritime employment for graduates of the Academy, maintain up-to-date records of graduates, and prepare studies and reports of their employment status.

B—OFFICE OF MARITIME PROMOTION

SECTION 1. *Organization.*

The Office of Maritime Promotion is supervised by a Chief who reports to the Maritime Administrator. The Office has the following parts:

(a) Office of the Chief.

(b) Division of Ports and Systems.

(c) Division of Trade Studies.

(d) Division of Cargo Promotion.

SEC. 2. *Delegation of Authority.*

(a) Subject to such conditions and limitations as the Maritime Administrator may impose in other directives and instructions, the Chief, Office of Maritime Promotion is authorized to exercise all the authorities of the Maritime Administrator that are required to perform the functions listed in sections 3 through 6 below, except the authority to approve any project involving the furnishing of statistical data to public or private parties when the estimated cost thereof exceeds $500.

(b) The Chief, Office of Maritime Promotion is authorized to exercise the authority of the Maritime Administrator to assess, mitigate, or remit, where appropriate and consistent with approved standards, fines for delays in filing Vessel Utilization and Performance Reports and for delays in filing corrected Reports after respondent has been notified that revised data are required; except that appeals from decisions of the Chief, Office of Maritime Promotion, and revisions of the approved standards shall be forwarded to the Office of the Maritime Administrator for action.

SEC. 3. *Office of the Chief.*

In addition to the usual responsibilities for planning and directing the functions listed in sections 4, 5, and 6 below, the Office of the Chief shall conduct activities relating to the promotion and development of the domestic waterborne commerce of the United States, with primary concern in the Great Lakes, Intercoastal, and Coastwise trades, Inland Waterways and noncontiguous domestic trades to Puerto Rico, Virgin Islands, Alaska, and Hawaii.

SEC. 4. *Division of Ports and Systems.*

The Division of Ports and Systems shall:

(a) Formulate and conduct programs for the promotion of integrated transportation systems including the promotion of unitization and containerization systems.

(b) Pursuant to section 8 of the Merchant Marine Act, 1920, as amended, conduct surveys, studies, and investigations of seaports and adjacent port areas, flow of commerce into the ports, marine terminals, and their facilities, and recommend, where necessary, ways of improving and expediting the operation thereof; recommend, with respect to facilities,

new locations, new types of construction and shore equipment which may be required for modern types of ships, and to meet changing traffic conditions; develop estimates of national needs and prepare long-range plans, as required, to the end that adequate port facilities may be established for handling the foreign and domestic waterborne commerce of the United States; furnish information and advice on the foregoing to representatives of Government agencies, private industry, and State and municipal governments.

(c) Develop plans for more effective coordinated efforts on the part of agencies of the Federal Government under normal peacetime operations, for promotion, development, and utilization of ports and port facilities required for handling the foreign and domestic waterborne commerce of the United States.

(d) Furnish technical advice with respect to foreign port data to other Government agencies.

(e) As requested, represent the Department of Commerce and the United States in the international field of ports, and provide technical advice on ports to foreign countries.

(f) Conduct emergency planning for the utilization and control of ports and port facilities under national mobilization conditions, pursuant to Executive Order 10999.

SEC. 5. *Division of Trade Studies.* The Division of Trade Studies shall:

(a) Conduct studies of cargo, commodity, traffic, and ship data, as required to develop and conduct programs to promote increased trade and participation by U.S.-flag ships in the oceanborne commerce of the United States.

(b) Summarize and conduct analyses of cargo and ship data for use in connection with studies of trade routes, port activities, tramp shipping, ship employment, and other activities, as requested by the Maritime Administrator, the Maritime Subsidy Board and other Offices of the Maritime Administration.

(c) Make continuing studies and prepare reports on activities of each service of the U.S.-flag operators in the interest of improving vessel utilization and service.

(d) Prepare reports on traffic and related aspects of applications for Government aids.

(e) Analyze and recommend the trade route structure and service requirements of the foreign oceanborne commerce of the United States; furnish expert testimony on traffic and trade route matters before the Maritime Subsidy Board and others.

(f) Analyze and prepare reports on the extent of foreign competition on essential trade routes and services to provide the basis for the calculation of operating-differential subsidy rates and for other purposes; and maintain current competitive data.

(g) Collect and process Vessel Utilization and Performance Reports filed by ship operators and agents; acquire and maintain commodity information with respect to U.S. coastwise, intercoastal, noncontiguous, and foreign trades.

(h) Examine, approve, and/or disapprove sailing schedules of U.S.-flag subsidized ships and report to the Chief, Office of Government Aid, on sailings of subsidized operators which vary from those permitted by the Operating-Differential Subsidy Agreements.

(i) On its own initiative or on request, prepare reports to the interested offices concerning traffic aspects of agreements filed under Article II-18(c) of Standard Part II of the Operating-Differential Subsidy Agreement, changes in service descriptions, and of ship requirements, and their assignment or reassignment between services.

(j) Compile, maintain, and disseminate statistical data on world merchant fleets, on ship employment and utilization of U.S.-flag ships, and on cargo and commodity movements in the oceanborne commerce of the United States.

SEC. 6. *Division of Cargo Promotion.* The Division of Cargo Promotion shall:

(a) Develop programs and goals for the promotion of increased trade and participation for American flag vessels in the oceanborne commerce of the United States.

(b) Maintain relationships with shippers, forwarders, bankers, insurance, and other groups interested in cargo and trade expansion.

(c) Develop and maintain cooperative efforts with Government agencies involved in trade expansion activities.

(d) Coordinate with the Division of Trade Studies on all matters affecting the competitive position of American shipping, including the determinations of the Division of Trade Studies of those trades, commodities, and areas of activity of greatest potential return.

(e) Exercise general surveillance over the administration and operation of cargo preference activities under Public Law 664—83d Congress pursuant to Recommendation 7 in House Report No. 80, dated February 28, 1955.

(f) Maintain liaison with other Government agencies to encourage the increase of U.S.-flag participation in the transportation of Government-financed cargoes, rendering advice and assistance about proper cargo preference clauses in contracts and regulations, and the availability of U.S.-flag shipping in determinations where waivers may be invoked.

(g) Act as intermediary between the shipping industry and Government shipper agencies to solve complex problems such as ship availabilities and charter terms for transportation of Government-financed cargoes.

(h) Develop, formulate, and analyze records of U.S.-flag participation in Government-financed programs.

(i) Process applications for, and in the event of nonavailability of U.S.-flag ships, approve and administer Export-Import Bank waivers pursuant to Statement of Policy on Public Resolution 17, 73d Congress; exercise surveillance over compliance and maintain records of U.S. and foreign-flag participation under waiver agreements.

(j) Conduct reviews and analyses of discriminatory laws, regulations, and practices of foreign governments, for use in connection with waiver policy on Public Resolution 17; collaborate with and furnish traffic advice to other offices, the Department of State, and the Federal Maritime Commission in efforts to combat and eliminate discriminations against U.S. ships.

(k) Maintain liaison with the Department of State on international relations involved in shipment of Government-financed cargoes.

(l) Ascertain and evaluate Government shipping programs, export and import (other than military), keeping informed of all programs subject to the cargo preference statutes, including importing requirements; financial arrangements; programing of movements; arrangement of ocean transportation; approval of bookings/fixtures; U.S.-flag vessel requirements; payment of ocean freight; and reporting of shipments and arrivals.

C—COAST DIRECTORS

SECTION 1. *Redelegation of Authorities.* Subject to such conditions and limitations as the Maritime Administrator may impose in other directives and instructions, the Atlantic, Gulf, and Pacific Coast Directors are authorized to exercise the authorities set forth in section 2 below with respect to such Maritime Administration activities that are within their respective jurisdictions and responsibilities.

SEC. 2. *Specific Authorities Redelegated to the Coast Directors.*

(a) Ship Operations activities. (1) Authority to determine terms of, execute, administer, interpret, and terminate towage contracts, upon authorization for ship movement, and stevedoring contracts; and to approve changes in such contracts.

(2) Authority to determine terms of, execute, administer, interpret, and terminate agreements for stripping and outfitting of ships, and related agreements of a local nature, such as for standby crews or temporary pier space.

(3) Authority to administer agreements for the preparation, operation, and charter out of ships, including chartering agreements with subsidized operators.

(4) Authority to enter into, execute, administer, and interpret Master Ship Repair Contracts including the receipt and review of aplications for such contracts and the approval of applicant's qualifications to perform thereunder; and review of applications for such contracts when such action is not caused by unusual circumstances which might have effects on national policy.

(5) Authority to award and execute job orders and supplemental job orders under Master Ship Repair Contracts, or other repair contracts, for ship reactivations and deactivations in the United States, and to approve changes thereto; subject to prior clearance with the Office of Ship Operations when the total

contract amount exceeds $350,000 per ship.

(6) Authority to award and execute job orders and supplemental job orders under Master Ship Repair Contracts, or other repair contracts, for ship voyage and other repairs in the United States, and to approve changes thereto; subject to prior clearance with the Office of Ship Operations when the total contract amount exceeds $115,000 per ship.

(7) Authority to approve the requests of ship operators for the deferment of the contractual requirements for dry docking and repair of ships under Trade-In and Use Agreements.

(8) Authority to negotiate settlements with, or make unilateral determinations against, and bill charterers of ships for the estimated cost of performing work (including charter hire and ship expenses in connection therewith), which is determined to be the charterer's obligation at the time of redelivery of a ship, when such work is not performed by the charterer.

(9) Authority to approve costs incurred by General Agents for taking ship inventories pursuant to NSA Order 47 (AGE 4).

(10) Authority to deliver and accept redelivery of ships, in accordance with approved contracts or agreements.

(11) Authority to approve the surrender of the marine certificates of a ship of the United States sold for scrap, except certificates of registry or enrollment.

(12) Authority to approve the employment of masters and disapprove the employment of other licensed officers (including radio officers) for general agency ships. (Formal approval of licensed officers other than masters is not required.)

(13) Authority to require bareboat charterers of Maritime Administration-owned ships to remove masters and chief engineers if their employment is considered prejudicial to the interests of the United States.

(b) Property and Supply activities. (1) Subject to Department orders, authority to fill requisitions by executing contracts including the authority to modify such contracts by addenda, and to terminate such contracts pursuant to their provisions, within the limitations of fiscal plans and funds allotted; except: (i) Any contract covering construction projects, or any supply or equipment contract, involving a cost in excess of $100,000; (ii) consolidated purchases covering requirements of more than one District; (iii) any service contract (other than construction projects), involving a cost in excess of $25,000; (iv) purchases of automotive vehicles; and (v) requisitions for Maritime Administration, Department of Commerce, and overprinted standard forms.

(2) Authority to dispose of personal property owned by the Maritime Administration and located in their respective Districts, determined to be unrequired by the Maritime Administration, except ships and property deemed to have national sales interest, in accordance with the Federal Property and Administrative Services Act, 1949, regulations issued pursuant thereto by the General Services Adminstration and the Department of Commerce, and other applicable statutes and regulations.

(3) Authority to serve as the final reviewing authority in the disposal of personal property by competitive bid sale, in accordance with Title I, Chapter IV of the Regulations of the General Services Administration, when, based upon the proposed award, the acquisition cost of such property is $10,000 and over, but not in excess of $25,000.

(4) Authority, in cases of emergency, to make purchases from commercial firms of material which appears on the schedules of the National Industries for the Blind and the Federal Prison Industries.

(5) Authority, subject to the established policy requirements to transfer marine equipment under their jurisdiction for the operation, construction, or repair of U.S.-flag ships, when requests therefor originate within the District or are referred to the District for action.

(6) Authority to issue Government bills of lading and Federal excise tax exemption certificates.

(7) Authority to procure from other Government agencies the use of Government-owned space, or the rent-free use of space.

(8) Authority to approve subleases, structural and utility changes and additions, and lessee rates and charges, and to authorize utility and service contracts, as required in the administration of real estate leases.

(9) Authority to determine the value of metallic ballast abroad scrap ships and effect settlement thereof with the purchaser.

(10) Authority to invoke and collect liquidated damages for delay in accepting delivery of scrap ships, in accordance with the terms of the sales contract.

(11) Authority to determine the unit prices and value of stores, supplies, fuel, equipment, and spare parts included in ship inventories and to approve settlement with shipowners, operators, charterers, and shipbuilders with respect to such items.

(12) Authority to lease and renew leases on real property for use by any Maritime Administration program, and to authorize the repair or improvement of such property provided the cost thereof does not exceed $100,000.

(13) Authority to lease and renew leases of real and personal property under the jurisdiction of the Maritime Administration, excluding the leasing of marine terminals and reserve shipyards in their entirety, provided such leases do not unduly interfere with the intended use of the property by the Maritime Administration; and authority to terminate such leases.

(14) Authority to execute on behalf of the Maritime Administration leases and other real estate instruments not required by law or Department of Commerce order to be executed by the Secretary of Commerce or other Department of Commerce official or by the Maritime Administrator or Secretary of the Maritime Administration.

(15) Authority to terminate leases on real property of which the Maritime Administration is the lessee; to determine the method of disposition and dispose of improvements placed on such property by the Maritime Administration; and to approve payments for restoration of such property pursuant to the terms of the lease provided the cost thereof does not exceed $100,000.

(16) Authority to approve the use of idle Maritime Administration real property and related personal property by other Federal, State, and City Government agencies, providing the permits include a 30-day cancellation clause in the event of national emergency, as well as a clause providing for cancellation at any time upon not to exceed 90 days' notice.

(17) Authority to grant easements on Maritime Administration-owned property provided the easement does not reduce the value of the property or unduly interfere with the intended use of the property by the Maritime Administration.

(18) Authority to approve plans, specifications, and technical requirements for construction projects, and modification or repair of Maritime Administration real property, provided such projects are in conformance with national policies, programs, and procedures, and the cost thereof is not in excess of $100,000.

(19) Authority, when designated as the action official by the Maritime Administrator, to dispose of real estate owned by the Maritime Administration, located within the District, determined to be unrequired by the Maritime Administration, pursuant to statutory authority and approval of the Maritime Administrator, and in accordance with the condition of such approval.

(c) Government Aid activities. (1) Authority, in accordance with General Order 27, to:

(i) Determine subsidizable items of expense necessary for the maintenance, preservation, repair, or husbanding of a subsidized ship during and under the circumstances of a layup period;

(ii) Require the operator to establish to the Coast Director's satisfaction that any period of idleness could not have been prevented in whole or in part through the most efficient and economical operation; and

(iii) Determine whether and to what extent there should be recovery of any payment of subsidy for any item of expense allocable to a period of idleness which in the opinion of the Coast Director could have been avoided by efficient and economical operation.

(2) Authority to establish the voyage termination date on or before the end of a quarter, if in the opinion of the Coast Director such voyage would have been terminated by that date had strikes not interfered with normal operations, and with the understanding that an idle period will commence upon termination of the voyage and will be included as part of the next succeeding voyage.

(3) Authority to determine "Other Floating Equipment," "Other Physical Assets," and "Assets of Wholly Owned Subsidiary Companies," to be included by the District Comptroller, under General Order 31, 2d Rev., in the computation of "capital necessarily employed in the business" of subsidized steamship companies.

(4) Authority to review and accept, where appropriate, affidavits submitted by subsidized operators as to costs of services rendered by related companies as required by exemptions under section 803 of the Merchant Marine Act, 1936, as amended, and permissions under Article II–10(c) of Standard Part II of the operating-differential subsidy contracts; and where affidavits are not acceptable or other source data indicate possible violations, initiate an appropriate recommendation for submission to the Chief, Office of Government Aid, Washington, D.C.

(d) Comptroller activities. (1) Authority to grant extensions of time for the submission of financial accountings by charterers of ships, subsidized operators, and other contractors for use in connection with external audit responsibilities, provided the effects of such extensions are not inconsistent with approved external audits programs.

(2) Authority to administer and maintain special bank accounts required in connection with operations under Agency (Service) Agreements, excluding authority to effect the establishment or closing of such accounts.

(3) Authority to determine the amount, and to grant extensions of time for the payment of additonal charter hire by charterers of ships under charter contracts.

(4) Authority, with respect to contracts which affect matters exclusively in their Districts, to determine the financial qualifications and limitations of contractors, approve the financial (excluding insurance) provisions, determine performance under such financial provisions, and execute conditional or unconditional release agreements or effect final setlements based on determinations of contract performance.

(5) Authority, with respect to contracts which affect matters exclusively in their Districts, to (i) maintain custody of the official contract or counterpart, good faith deposits, and bid, performance, and payment bonds; and (ii) determine the financial security of a personal bond: *Provided*, That clearance is obtained from the District Counsel as to the form of bonds, if other than a standard form is used; clearance is obtained from the Treasury Department, when required; and the contracting representative is advised of such clearances.

(6) Authority to review finally and make determinations pursuant to external audits except those relating to prime shipbuilding and reconversion contracts, and operating-differential subsidy agreements at the end of recapture periods, including authority to compute "capital necessarily employed in the business" of subsidized steamship companies and of charterers of ships in accordance with regulations and determinations of the Maritime Administration and the provisions of the contracts, taking into consideration the physical assets as defined by regulation or as determined by the Office of Government Aid.

(7) Authority to establish aggregate ceilings of amount of awards which may be held at any one time by approved recipients of Master Ship Repair Contracts and to approve adjustments of financial ceilings of existing holders of such contracts.

(8) Authority to determine that notes and accounts receivable are administratively uncollectible and to remove them from the accounting records, provided that individual uncollectible notes and accounts in the amount of $100 or over (excepting those involving debtors adjudged bankrupt) shall be transferred to the General Accounting Office.

(9) Authority, consistent with the provisions of NSA Order 47 (AGE–4) and supplemental actions of the Director, National Shipping Authority, to pay to General Agents:

(i) The compensation authorized in the NSA order upon satisfactory completion of the required liquidation services;

(ii) Interim payments in advance upon application by a General Agent if they are deemed to be earned:

Provided, That whenever it is found advisable to withhold the final amount due a General Agent and the General Agent protests such action, the matter shall be referred to the Director, National Shipping Authority, for final determination.

(10) Authority to pay justified requests for unclaimed wages resulting from General Agency ship operations after transfer from the books of the General Agent.

(e) Legal activities. (1) Authority to draft or approve as to form and legality and interpret contracts, specifications, agreements, bonds, etc., that are to be executed in the field pursuant to delegated authority.

(2) Authority to approve the settlement of litigated claims for or against the Maritime Administration where the amount of the settlement does not exceed $5,000, reporting each such settlement promptly to the Chief, Division of Litigation, Office of the General Counsel; and authority to execute or approve releases in connection with such settlements.

(3) Authority, when constituted and appointed by, and pursuant to the provisions of, properly executed power of attorney, to sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the documenting, entering, clearing, lading, unlading, or operation of any vessel owned or operated by the Maritime Administration and generally to transact at the Customshouses in the respective Districts any and all custom business, except making, signing, and filing of protests under section 514 of the Tariff Act of 1930.

(f) Training activities. Authority to issue official Maritime Administration certificates of completion of training programs of merchant marine personnel (exclusive of officer training reserved to the U.S. Merchant Marine Academy), including radar; loran; atomic, biological, and chemical warfare; and gyro compass.

(g) General. (1) Subject to Department orders, authority to approve requisitions within allotted funds made by all offices of the District for supplies, materials, equipment, books, publications, printing, binding, and repairs to Maritime Administration-owned property, provided the cost thereof does not exceed $100,000, and provided that any obligation incurred in filling the requisition will be charged against the appropriations for administrative expenses, operation of warehouses, maintenance of reserve shipyards, maintenance and operation of terminals, ship repair and maintenance, ship operation, reserve fleet expense, or maintenance, and custody of inactive maritime service training stations, and other allotments made to the Coast Director, as appropriate.

(2) Authority to settle disputed matters, other than claims, arising from contracts supervised, by agreement with the debtor or claimant, in an amount not to exceed $50,000; and to execute releases incident to such settlements.

(3) Authority, which may not be redelegated, to settle claims for or against the Maritime Administration arising within the District from local ship operations (excluding claims of a marine and war risk insurance nature whether commercially insured or assumed), where the amount of settlement does not exceed $5,000; and authority to execute releases in connection with such settlements.

(4) Authority to utilize the resources of the Coast District, with the exception of those under jurisdiction of the U.S. Merchant Marine Academy, in providing disaster assistance upon request and authorization of the Department of Defense, Office of Civil Defense, or Office of Emergency Planning, and to make suitable plans and preparations in cooperation with Office of Emergency Planning Regional Directors.

(5) Authority to use Federal personnel and property under the Coast Directors' jurisdiction and custody when, in their opinion, such usage would provide material assistance in an emergency to a community.

(6) Authority to give nonlegal interpretations of public orders and regulations, issued under the Administrative Procedure Act, provided that the order or regulation shall not be changed in substance by such interpretation.

(7) Authority to perform the responsibilities of a contracting representative, with respect to contracts executed in the field.

(8) Authority to settle claims, arising from contracts supervised, relating to the acquisition, utilization and disposition of real estate where the Government's claim(s) does not exceed $50,000, and to

settle claims against the Government where the claim(s) does not exceed $100,000 and the proposed settlement does not exceed $50,000, except:

(i) When, for any reason, the compromise of a particular claim, as a practical matter, will control the disposition of related claims totaling an amount in excess of the sums covered by this delegation;

(ii) When, because a novel question of law or a question of policy is presented, or for any other reason, the offer should, in the opinion of the Coast Director, receive the personal attention of the Maritime Administrator;

(iii) When the Coast Director proposes to accept, over the opposition of any other office involved, offers in compromise of claims in behalf of the United States in which the gross amount of the original claim exceeds $10,000, and of claims against the United States in which the amount of the proposed settlement exceeds $10,000:

and authority to reject offers of compromise on any such claim in behalf of or against the United States except in circumstances described in subdivision (ii) above.

D—AREA REPRESENTATIVES, PACIFIC COAST DISTRICT

SECTION 1. *Redelegation.*

Subject to such conditions and limitations as the Pacific Coast Director may impose in other directives or instructions, the authorities set forth in section 2 below have been redelegated by the Pacific Coast Director to the Area Representatives, Los Angeles (San Pedro), Calif.; Portland, Oreg.; and Seattle, Wash.

SEC. 2. *Specific Authorities Redelegated.*

(a) Authority to deliver and accept redelivery of ships, in accordance with approved contracts or agreements.

(b) Authority to approve the surrender of the marine certificates of a ship of the United States sold for scrap, except certificates of registry or enrollment.

(c) Authority, subject to the established policy requirements, to transfer marine equipment under their jurisdiction for the operation, construction, or repair of U.S.-flag ships, when requests therefor originate within the Area, subject to the prior clearance with the District Property and Supply Officer.

(d) During cut-off or serious emergency conditions, authority to utilize the resources of the Area in providing disaster assistance upon request and authorization of the Office of Civil Defense, or Office of Emergency Planning, and to make suitable plans and preparations in cooperation with civil defense regional directors.

(e) Authority to incur obligations against funds pursuant to suballotments received from the appropriations for ship repair and maintenance, ship operation, and other allotments under his jurisdiction, as appropriate.

(f) Authority to administer and interpret towage contracts and stevedoring contracts; and to recommend termination of such contracts.

(g) Authority to determine terms of, administer, interpret, and recommend termination of agreements for stripping and outfitting of ships, and related agreements of a local nature, such as for standby crews or temporary pier space.

(h) Authority to administer, within functional jurisdiction, agreements for chartering, or general agency operation of merchant ships, including agreements with subsidized operators.

(i) Authority to administer and interpret Master Ship Repair Contracts in the Area, including the receipt and review of applications for such contracts and to recommend the extent of the applicant's qualifications to perform thereunder.

(j) Authority to award and execute job orders and supplemental job orders under Master Ship Repair Contracts, or other repair contracts, for ship reactivations and deactivations in the Area, and to approve changes thereto; subject to prior clearance with the District Ship Repair and Maintenance Officer, when the total contract amount exceeds $275,000 per ship.

(k) Authority to award and execute job orders and supplemental job orders under Master Ship Repair Contracts, or other repair contracts, for ship voyage and other repairs in the Area, and to approve changes thereto; subject to prior clearance with the District Ship Repair and Maintenance Officer, when the total contract exceeds $115,000 per ship.

(l) Authority to negotiate settlements with charterers of ships for the estimated cost of performing work (including charter hire and ship expenses in connection therewith), which is determined to be the charterer's obligation at the time of redelivery of a ship, when such work is not performed by the charterer; and to recommend unilateral determinations and prepare justifications for billing to the District Comptroller.

(m) Authority to disapprove as necessary the employment of licensed deck and engineering officers for general agency ships; require removal of Masters or Chief Engineers of Maritime Administration-owned ships under bareboat charter if their employment is considered prejudicial to the interests of the United States.

(n) Authority to determine the amount and kind of metallic ballast aboard scrap ships and recommend settlement thereof with the purchaser.

(o) Authority, in accordance with General Order 27, to determine subsidizable items of expense necessary for the maintenance, preservation, repair, or husbanding of a subsidized ship during and under the circumstances of a layup period.

(p) Authority, in accordance with General Order 20, to determine necessity for work involved, justification for performance of maintenance and/or repairs on a noncompetitive basis as well as reasonableness of negotiated prices performed on subsidized ships operated under subsidy agreements.

(q) Authority to approve the amounts to be billed against reimbursable programs involving Area ship repair, maintenance, and ship operations activities.

E—AREA REPRESENTATIVES, ATLANTIC COAST DISTRICT

SECTION 1. *Redelegation.*

Subject to such conditions and limitations as the Atlantic Coast Director may impose in other directives or instructions, the authorities set forth in section 2 below have been redelegated by the Atlantic Coast Director to the Area Representatives, Baltimore, Md., and Norfolk, Va.

SEC. 2. *Specific Authorities Redelegated.*

(a) Authority to award and execute job orders and supplemental job orders under Master Ship Repair Contracts, or other repair contracts, for ship reactivations and deactivations in the Area, subject to prior clearance with the District Ship Repair and Maintenance Officer, when the total contract amount exceeds $100,000 per ship.

(b) Authority to award and execute job orders and supplemental job orders under Master Ship Repair Contracts, or other repair contracts, for ship voyage and other repairs in the Area, subject to prior clearance with the District Ship Repair and Maintenance Officer, when the total contract exceeds $25,000 per ship.

(c) Authority to approve changes in repair and stevedoring contracts provided such changes do not cause the total contract cost to exceed 10 percent of the original contract cost.

(d) Authority to determine terms of, execute, administer, interpret, and terminate agreements for stripping and outfitting of merchant ships and other agreements of a local nature, such as for standby crews or temporary pier space.

(e) Authority to administer agreements for the preparation, operation, and charter out of merchant ships including chartering agreements with subsidized operators.

(f) Authority to deliver and accept redelivery of ships, in accordance with approved contracts or agreements.

(g) Authority to give nonlegal interpretations of public orders and regulations, issued under the Administrative Procedure Act provided that the order or regulation shall not be changed in substance by such interpretations.

(h) Authority to serve as contracting representative with respect to contracts executed within the Area.

(i) Subject to Department orders, authority to fill requisitions by executing contracts, including the authority to modify such contracts by addenda and to terminate such contracts pursuant to their provisions, within the limitations of fiscal plans and funds allotted.

(j) Authority, subject to established policy requirements, to transfer marine equipment under their jurisdiction for the operation, construction or repair of U.S. flagships, when requests therefor originate within the Area, subject to the

prior clearance with the District Property and Supply Officer.

(k) Authority, in cases of emergency, to make purchases from commercial firms of material which appears on the schedules of the National Industries for the Blind and the Federal Prison Industries.

(l) Authority to utilize the resources of the Area in providing disaster assistance upon request and authorization of the Office of Civil Defense, or Office of Emergency Planning, and to make suitable plans and preparations in cooperation with civil defense regional directors.

(m) In addition to the redelegations listed in paragraphs (a) to (l), the following delegations of authority are made to the Area Representative, Norfolk, Va.:

(1) Authority to determine terms of, execute, administer, interpret, and terminate towage contracts not in excess of $5,000, upon authorization for ship movement, and stevedoring contracts; and to approve changes in such contracts provided they do not cause the total contract cost to exceed 10 percent of the original contract cost.

(2) Authority to dispose of personal property owned by the Maritime Administration and located within the Area, determined to be unrequired by the Maritime Administration, except ships and property deemed to have national sales interest, in accordance with the Federal Property and Administrative Services Act, 1949, regulations issued pursuant thereto by the General Services Administration and the Department of Commerce, and other applicable statutes and regulations.

(3) Authority to determine the unit prices and value of stores, supplies, fuel, equipment, and spare parts included in ship inventories and to approve settlement with shipowners, operators, charterers, and shipbuilders with respect to such items.

Dated: July 5, 1967.

J. W. GULICK,
Acting Maritime Administrator.

[F.R. Doc. 67-7936; Filed, July 10, 1967; 8:48 a.m.]

DEPARTMENT OF TRANSPORTATION

National Transportation Safety Board

[Docket No. SA-395]

AIRCRAFT ACCIDENT NEAR MARSEILLES, OHIO

Notice of Hearing

In the matter of Investigation of Accident Involving Aircraft of U.S. Registry N73130, which occurred near Marseilles, Ohio, March 5, 1967.

Notice is hereby given that an Accident Investigation Hearing in the above matter will be held commencing at 9 a.m. (local time), on August 2, 1967, in the Cole Porter Room, Sheraton-Lincoln Hotel, Indianapolis, Ind.

Dated this 6th day of July 1967.

[SEAL] THOMAS K. MCDILL,
Hearing Officer.

[F.R. Doc. 67-7752; Filed, July 10, 1967; 8:49 a.m.]

CIVIL SERVICE COMMISSION

CONTRACT NEGOTIATOR ET AL.

Manpower Shortage; Notice of Hearing

Under the provisions of 5 U.S.C. 5723, the Civil Service Commission has found a manpower shortage for the following:

Series code and grade	Position	Location	Effective date
GS-1102-9/12	Contract Negotiator Contract Administrator Contract Termination Specialist Contract Specialist	Washington, D.C., Metropolitan Area	June 22, 1967

Comparable positions not under the General Schedule are also covered.

Appointees to these positions may be paid for the expenses of travel and transportation to their first duty station.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-7932; Filed, July 10, 1967; 8:47 a.m.]

NURSE, DIVISION OF INDIAN HEALTH; CONTINENTAL UNITED STATES (EXCEPT ALASKA)

Notice of Adjustment of Minimum Rates and Rate Ranges

Under authority of 5 U.S.C. 5303 and Executive Order 11073, the Civil Service Commission has adjusted the minimum rates and rate ranges for positions of Nurse, GS-610-4 through 8, and Public Health Nurse, GS-615-5 through 8. The revised rate ranges are:

PER ANNUM RATES

Grade	1[1]	2	3	4	5	6	7	8	9	10
GS-4	$5,576	$5,736	$5,896	$6,056	$6,216	$6,376	$6,536	$6,696	$6,856	$7,016
GS-5	6,035	6,211	6,387	6,563	6,739	6,915	7,091	7,267	7,443	7,619
GS-6	6,461	6,659	6,857	7,055	7,253	7,451	7,649	7,847	8,045	8,243
GS-7	6,877	7,090	7,303	7,516	7,729	7,942	8,155	8,368	8,581	8,794
GS-8	7,303	7,538	7,773	8,008	8,243	8,478	8,713	8,948	9,183	9,418

[1] Corresponding statutory rates: GS-4—Sixth; GS-5—Fifth; GS-6—Fourth; GS-7—Third; GS-8—Second.

Coverage is Division of Indian Health, Public Health Service, Continental United States except Alaska. Additional coverage is Ellsworth AFB, Rapid City, S. Dak., and Kirkland AFB, Albuquerque, N. Mex.

The effective date will be the first day of the first pay period beginning on or after July 2, 1967.

All new employees in the specified occupational levels will be hired at the new minimum rate.

As of the effective date, all agencies will process a pay adjustment to increase the pay of employees on the rolls in the affected occupational levels. An employee who immediately prior to the effective date was receiving basic compensation at one of the rates of the statutory rate range shall receive basic compensation at the corresponding numbered rate authorized by this notice on and after such date. The pay adjustment will not be considered an equivalent increase within the meaning of 5 U.S.C. 5335.

Division of Indian Health nurses on the rolls in the State of California are now paid the salary rates established by FPM Letter 530-53. Under the provisions of Civil Service Regulation 530.306(a) no employee shall have his salary reduced when special rates are revised. Therefore, in applying the new special rate ranges prescribed herein, DIH nurses in California will retain their existing rates of basic compensation. For example:

(a) An employee currently paid at the third rate of GS-7 under FPM Letter 530-53, $7,942, will be placed in the sixth rate of GS-7 under the new special rate range and continue to receive the same rate of pay.

(b) If the employee's existing rate falls above the new maximum rate for his grade, the employee will retain his existing rate so long as he remains in the same position or until he becomes entitled to a higher rate.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-7933; Filed, July 10, 1967; 8:47 a.m.]

PSYCHOLOGISTS, WORLDWIDE

Notice of Adjustment of Minimum Rates and Rate Ranges

Under authority of 5 U.S.C. 5303 and Executive Order 11073, the Civil Service Commission has increased the minimum rates and rate ranges for positions of Psychologist, GS-180-11, 12, and 13. The revised rate ranges are:

PER ANNUM RATES

Grade	1[1]	2	3	4	5	6	7	8	9	10
GS-11	$11,111	$11,426	$11,741	$12,056	$12,371	$12,686	$13,001	$13,316	$13,631	$13,946
GS-12	12,084	12,443	12,822	13,201	13,580	13,959	14,338	14,717	15,096	15,475
GS-13	13,321	13,769	14,217	14,665	15,113	15,561	16,009	16,457	16,905	17,353

[1] Corresponding statutory rates: GS-11—Seventh; GS-12—Fourth; GS-13—Second.

Coverage is worldwide.

The effective date will be the first day of the first pay period beginning on or after July 2, 1967.

All new employees in the specified occupational levels will be hired at the new minimum rate.

As of the effective date, all agencies will process a pay adjustment to increase the pay of employees on the rolls in the affected occupational levels. An employee who immediately prior to the effective date was receiving basic compensation at one of the rates of the statutory rate range shall receive basic compensation at the corresponding numbered rate authorized by this notice on and after such date. The pay adjustment will not be considered an equivalent increase within the meaning of 5 U.S.C. 5335.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-7934; Filed, July 10, 1967; 8:48 a.m.]

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

FLIGHT CABIN ATTENDANTS

Sex as Occupational Qualification; Notice of Hearing

Questions of whether sex is a bona fide occupational qualification for the position of flight cabin attendant and whether discrimination based on sex with respect to the conditions of employment for this position is unlawful:

The Equal Employment Opportunity Commission is considering the questions of whether sex is "a bona fide occupational qualification reasonably necessary to the normal operation" of airline companies, within the meaning of sections 703(e) and 704(b) of Title VII of the Civil Rights Act of 1964, 42 U.S.C.A., section 2000(e) et seq., herein referred to as "the Act," for the position of flight cabin attendant, variously referred to as steward, stewardess, purser, etc., and, whether discrimination based on sex against applicants for, and employees in, such positions with respect to compensation, terms, conditions or privileges of employment (including different qualifications for hire with respect to age and marital status, and different policies with regard to retirement and resignation on marriage and on reaching certain maximum ages) is an unlawful employment practice under the Act.

Notice is hereby given that, pursuant to section 713(b) of the Act, the Equal Employment Opportunity Commission will conduct a public hearing with respect to these questions on Tuesday, August 8, 1967, at 10 a.m., d.s.t., in the Departmental Auditorium, Conference Room B (first floor), Constitution Avenue, between 12th and 14th Streets NW., Washington, D.C.

Interested persons are invited to participate in, and to present evidence, views, and arguments with respect to these questions at the hearing on Tuesday, August 8, 1967. Requests for time to testify may be submitted to the General Counsel, Equal Employment Opportunity Commission, Washington, D.C. 20506, at any time prior to 5:30 p.m., d.s.t., Tuesday, July 25, 1967. Written statements submitted for consideration by the Commission should be filed in triplicate with the General Counsel not later than 5:30 p.m., d.s.t., Tuesday, July 25, 1967. All written submissions pursuant to this notice will be available for public inspection at the Office of the General Counsel, Equal Employment Opportunity Commission, Washington, D.C. 20506.

Signed at Washington, D.C., this 6th day of July 1967.

LUTHER HOLCOMB,
Acting Chairman.

[F.R. Doc. 67-7992; Filed, July 10, 1967; 8:50 a.m.]

FEDERAL DEPOSIT INSURANCE CORPORATION

INSURED BANKS

Joint Call for Report of Condition

Pursuant to the provisions of section 7(a)(3) of the Federal Deposit Insurance Act each insured bank is required to make a Report of Condition as of the close of business June 30, 1967, to the appropriate agency designated herein, within 10 days after notice that such report shall be made: *Provided*, That if such reporting date is a nonbusiness day for any bank, the preceding business day shall be its reporting date.

Each national bank and each bank in the District of Columbia shall make its original Report of Condition on Office of the Comptroller Form, Call No. 462,[1] and shall send the same to the Comptroller of the Currency, and shall send a signed and attested copy thereof to the Federal Deposit Insurance Corporation. Each insured State bank which is a member of the Federal Reserve System, except a bank in the District of Columbia, shall make its original Report of Condition on Federal Reserve Form 105—Call 184,[1] and shall send the same to the Federal Reserve Bank of the District wherein the bank is located, and shall send a signed and attested copy thereof to the Federal Deposit Insurance Corporation. Each insured State bank not a member of the Federal Reserve System, except a bank in the District of Columbia and a mutual savings bank, shall make its original Report of Condition on FDIC Form 64—Call No. 80,[1] and shall send the same to the Federal Deposit Insurance Corporation.

The original Report of Condition required to be furnished hereunder to the Comptroller of the Currency and the copy thereof required to be furnished to the Federal Deposit Insurance Corporation shall be prepared in accordance with "Instructions for preparation of Reports of Condition by National Banking Associations," dated January, 1961, and any amendments thereto.[1] The original Report of Condition required to be furnished hereunder to the Federal Reserve Bank of the District wherein the bank is located and the copy thereof required to be furnished to the Federal Deposit Insurance Corporation shall be prepared in accordance with "Instructions for the preparation of Reports of Condition by State Member Banks of the Federal Reserve System," dated February 1961, and any amendments thereto.[1] The original Report of Condition required to be furnished hereunder to the Federal Deposit Insurance Corporation shall be prepared in accordance with "Instructions for the preparation of Report of Condition on Form 64, by insured State banks not members of the Federal Reserve System," dated January 1961, and any amendments thereto.[1]

Each insured mutual savings bank not a member of the Federal Reserve System shall make its original Report of Condition on FDIC Form 64 (Savings),[1] prepared in accordance with "Instructions for the preparation of Report of Condition on Form 64 (Savings) and Report of Income and Dividends on Form 73 (Savings) by Mutual Savings Banks," dated December 1962, and any amendments thereto,[1] and shall send the same to the Federal Deposit Insurance Corporation.

K. A. RANDALL,
Chairman, Federal Deposit Insurance Corporation.
WILLIAM B. CAMP,
Comptroller of the Currency.
J. L. ROBERTSON,
Vice Chairman, Board of Governors of the Federal Reserve System.

[F.R. Doc. 67-7935; Filed, July 10, 1967; 8:48 a.m.]

[1] Form filed as part of original document

ATOMIC ENERGY COMMISSION

[Docket No. 115-5]

ALLIS-CHALMERS MANUFACTURING CO., LA CROSSE BOILING WATER REACTOR

Notice of Issuance of Provisional Operating Authorization

Please take notice that no request for a hearing having been filed following publication of the notice of proposed action in the FEDERAL REGISTER, the Atomic Energy Commission has issued Provisional Operating Authorization No. DPRA-5 authorizing Allis-Chalmers Manufacturing Co. to use and operate the La Crosse Boiling Water Reactor (LACBWR) at powers up to 165 thermal megawatts. The reactor is located at a site along the east bank of the Mississippi River, approximately 19 miles south of La Crosse, in Vernon County, Wis.

Initial operation of the reactor will be limited by the Technical Specifications to one thermal megawatt until (1) completion of construction of certain pieces of equipment not essential to safe operation at one thermal megawatt, (2) installation and testing of these items, and (3) the Commission has made a final inspection of the facility and determined that the reactor has been completed in accordance with the application, as amended, and the provisions of Construction Authorization No. CAPR-5.

The provisional operating authorization, as issued, is as set forth in the Notice of Proposed Issuance of Provisional Operating Authorization published in the FEDERAL REGISTER on March 18, 1967, 32 F.R. 4285.

Dated at Bethesda, Md., this 3d day of July, 1967.

For the Atomic Energy Commission.

PETER A. MORRIS,
Director,
Division of Reactor Licensing.

[F.R. Doc. 67-7902; Filed, July 10, 1967; 8:45 a.m.]

FEDERAL POWER COMMISSION

[Docket Nos. G-6365, etc.]

HUMBLE OIL & REFINING CO. ET AL.

Findings and Order After Statutory Hearing

JUNE 29, 1967.

Findings and orders after statutory hearing issuing certificates of public convenience and necessity, canceling docket numbers, amending certificates, permitting and approving abandonment of service, terminating certificates, substituting respondent, redesignating proceeding, requiring filing of agreement and undertaking, and accepting related rate schedules and supplements for filing.

Each of the Applicants listed herein has filed an application pursuant to section 7 of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale and delivery of natural gas in interstate commerce, for permission and approval to abandon service, or a petition to amend an existing certificate authorization, all as more fully described in the respective applications and petitions (and any supplements or amendments thereto) which are on file with the Commission.

The Applicants herein have filed related FPC gas rate schedules and propose to initiate or abandon, add or delete natural gas service in interstate commerce as indicated by the tabulation herein. All sales certificated herein are at rates either equal to or below the ceiling prices established by the Commission's statement of general policy No. 61-1, as amended, or involve sales for which permanent certificates have been previously issued; except that the sale from the Permian Basin area of New Mexico is authorized to be made at the applicable area base rate and under the conditions prescribed in Opinion Nos. 468 and 468-A. The sale from the Permian Basin area of Texas is authorized to be made at the applicable area base rate and such sale is fully subject to the provisions of Opinion Nos. 468 and 468-A.

Jay J. Harris, et al., Applicants in Docket No. G-19075, propose to continue the sale of natural gas heretofore authorized in said docket to be made pursuant to Hugh McMillan FPC Gas Rate Schedule No. 2. Said rate schedule will be redesignated as that of Applicants. The presently effective rate under said rate schedule is in effect subject to refund in Docket No. RI64-667, and Applicants indicate in their certificate application that they intend to be responsible for the total refund obligation from the time that the increased rate became effective subject to refund. Therefore, Applicants will be substituted in lieu of Hugh McMillan as respondent in the proceeding pending in Docket No. RI64-667, the proceeding will be redesignated acordingly, and Applicants will be required to file an agreement and undertaking to assure the refund of all amounts collected in excess of the amount determined to be just and reasonable in said proceeding.

The Commission's staff has reviewed each application and recommends each action ordered as consistent with all substantive Commission policies and required by the public convenience and necessity.

After due notice, no petitions to intervene, notices of intervention, or protests to the granting of any of the respective applications or petitions in this order have been received.

At a hearing held on June 22, 1967, the Commission on its own motion received and made a part of the record in these proceedings all evidence, including the applications, amendments, and exhibits thereto, submitted in support of the respective authorizations sought herein, and upon consideration of the record.

The Commission finds:

(1) Each Applicant herein is a "natural-gas company" within the meaning of the Natural Gas Act as heretofore found found by the Commission or will be engaged in the sale of natural gas in interstate commerce for resale for ultimate public consumption, subject to the jurisdiction of the Commission, and will therefore, be a "natural-gas company" within the meaning of said Act upon the commencement of the service under the respective authorizations granted hereinafter.

(2) The sales of natural gas hereinbefore described, as more fully described in the respective applications, amendments and/or supplements herein, will be made in interstate commerce, subject to the jurisdiction of the Commission, and such sales by the respective 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) The respective Applicants are 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 Commision thereunder.

(4) The sales of natural gas by the respective 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 certificate therefore should be issued as hereinafter ordered and conditioned.

(5) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that Docket Nos. CI67-1510 and CI67-1511 which were assigned to the succession applications in Docket Nos. G-19075 and G-6881, respectively, should be cancelled.

(6) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act and the public convenience and necessity require that the certificate authorizations heretofore issued by the Commission in Docket Nos. G-6365, G-6881, G-8306, G-8641, G-11949, G-19075, CI61-737, CI64-17, CI64-1496, CI65-77, and CI66-774 should be amended as hereinafter ordered and conditioned.

(7) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the certificates heretofore issued in the following dockets should be amended to reflect the deletion of acreage where new certificates are issued herein or existing certificates are amended herein to authorize service from the subject acreage:

Amend to delete acreage	*New certificate and/or amendment to add acreage*
G-10383	CI67-1004
G-11120	CI66-774
G-11600	CI67-1004
G-12149	CI67-1004
CI61-736[1]	CI67-1543
CI63-418	CI67-1598
CI65-523	CI67-1595

[1] Temporary certificate.

(8) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the sale of natural gas heretofore authorized to be made pursuant to the certificate issued in Docket No. CI61–943 should hereafter be made pursuant to the authorization granted in Docket No. CI64–17, and the certificate in Docket No. CI61–943 should be terminated.

(9) The sales of natural gas proposed to be abandoned by the respective Applicants, as hereinbefore described, all as more fully described in the respective applications and in the tabulation herein, are subject to the requirements of subsection (b) of section 7 of the Natural Gas Act, and such abandonment should be permitted and approved as hereinafter ordered.

(10) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the certificates of public convenience and necessity heretofore issued to the respective Applicants relating to the abandonments hereinafter permitted and approved should be terminated.

(11) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that Jay J. Harris et al., should be substituted in lieu of Hugh McMillian as respondent in the proceeding pending in Docket No. RI64–667, that said proceeding should be redesignated accordingly, and that Jay J. Harris et al., should be required to file an agreement and undertaking in said proceeding.

(12) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the respective related rate schedules and supplements as designated in the tabulation herein should be accepted for filing as hereinafter ordered.

The Commission orders:

(A) Certificates of public convenience and necessity are issued upon the terms and conditions of this order, authorizing the sales by the respective Applicants herein of natural gas in interstate commerce for resale, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary for such sales, all as hereinbefore described and as more fully described in the respective applications, amendments, supplements, and exhibits 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.

(C) The grant of the certificates issued in paragraph (A) above shall not be construed as a waiver of the requirements of section 4 of the Natural Gas Act or of Part 154 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 the respective 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 respective 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 of natural gas subject to said certificates.

(D) The grant of the certificates issued herein on all applications filed after April 15, 1965, is upon the condition that no increase in rate which would exceed the ceiling prescribed for the given area by paragraph (d) of the Commission's statement of general policy No. 61–1, as amended, shall be filed prior to the applicable dates, as indicated by footnotes 16 and 47 in the attached tabulation.

(E) The initial rate for the sale authorized in Docket No. CI67–454 shall be the applicable base area rate prescribed in Opinion No. 468, as modified by Opinion No. 468–A, as adjusted for quality or the contract rate, whichever is lower; and no increase in rate in excess of said initial rate shall be filed before January 1, 1968.

(F) If the quality of the gas delivered by Applicant in Docket No. CI67–454 deviates at any time from the quality standards set forth in Opinion No. 468, as modified by Opinion No. 468–A, so as to require a downward adjustment of the existing rate, a notice of change in rate shall be filed pursuant to the provisions of section 4 of the Natural Gas Act: *Provided, however,* That adjustments reflecting changes in B.t.u. content of the gas shall be computed by the applicable formula and charged without the filing of a notice of change in rate.

(G) Within 90 days from the date of initial delivery Applicant in Docket No. CI67–454 shall file three copies of a rate schedule quality statement in the form prescribed in Opinion No. 468–A.

(H) The initial price for the sale authorized in Docket No. CI67–1585 shall be 13.0 cents per Mcf at 15.025 p.s.i.a.

(I) Certificates are issued herein in Docket Nos. CI67–1558, CI67–1559, CI67–1560, and CI67–1575 authorizing the respective Applicants to continue the sales of natural gas being rendered on June 7, 1954.

(J) Certificates are issued herein in Docket Nos. CI67–1382, CI67–1383, and CI67–1386 authorizing the respective Applicants to continue the sales of natural gas which were initiated without prior Commission authorization.

(K) The certificates heretofore issued in Docket Nos. G–11949, CI61–737, and CI66–774 are amended by adding thereto or deleting therefrom authorization to sell natural gas to the same purchasers and in the same areas as covered by the original authorizations pursuant to the rate schedule supplements as indicated in the tabulation herein.

(L) The certificate heretofore issued in Docket No. CI64–17 is amended to include the sale of natural gas from acreage acquired from the predecessor in Docket No. CI61–943; to include the sale of natural gas from new additional acreage; and to include the interest of coowners. The related rate schedule is redesignated as Juniper Oil & Gas Co. et al.

(M) The sale of natural gas heretofore authorized to be made in Docket No. CI61–943 is made pursuant to the authorization granted in Docket No. CI64–17, in paragraph (L) above, and the certificate heretofore issued in Docket No. CI61–943 is terminated.

(N) The certificate heretofore issued in Docket No. CI64–1496 is amended to include the sale of natural gas from the additional acreage and to include the interest of the coowner, and the related rate schedule is designated as W. N. Price and L. E. Geoffroy (Operator), et al.

(O) The certificates heretofore issued in the following dockets are amended to reflect the deletion of acreage where new certificates are issued herein or existing certificates are amended herein to authorize service from the subject acreage:

Amend to delete acreage	*New certificate and/or amendment to add acreage*
G–10383	CI67–1004
G–11120	CI66–774
G–11600	CI67–1004
G–12149	CI67–1004
CI61–736[1]	CI67–1543
CI63–418	CI67–1598
CI65–523	CI67–1595

(P) Docket Nos. CI67–1510 and CI67–1511 are canceled.

(Q) The certificates heretofore issued in Docket Nos. G–6365, G–6881, G–19075, and CI65–77 are amended by changing the certificate holders to the respective successors in interest as indicated in the tabulation herein.

(R) The acceptance for filing of the related rate schedule in Docket No. G–6365 is contingent upon Applicant's filing three copies of a billing statement as required by the regulations under the Natural Gas Act.

(S) The certificate heretofore issued in Docket No. G–8306 is amended to reflect Bill L. Dean, Special Receiver for Thomas W. Harvey, Trustee, in lieu of Charles W. Campbell, Special Receiver for Thomas W. Harvey, Trustee as indicated in the tabulation herein.

[1] Supra.

(T) The certificate heretofore issued in Docket No. G–8641 is amended to reflect the name change from Fordee Rhoades Oil Co. to Rhoades Oil Co. as indicated in the tabulation herein.

(U) Permission for an approval of the abandonment of service by the respective Applicants, as hereinbefore described, all as more fully described in the respective applications and in the tabulation herein are granted.

(V) Permission for and approval of the abandonment in Docket No. CI67–1358 shall not be construed to relieve Applicant of any refund obligations which may be ordered in the related rate suspension proceeding pending in Docket No. RI63–388.

(W) The certificates heretofore issued in Docket Nos. G–6123, G–17033, G–18823, G–18826, G–19675, CI62–1320, and CI65–159 are terminated.

(X) Jay J. Harris et al., are substituted in lieu of Hugh McMillan as respondent in the proceeding pending in Docket No. RI64–667 and said proceeding is redesignated accordingly.[1]

(Y) Within 30 days from the issuance of this order Jay J. Harris et al., shall execute, in the form set out below, and shall file with the Secretary of the Commission an acceptable agreement and undertaking in Docket No. RI64–667 to assure the refund of all amounts collected, together with interest at the rate of 7 percent per annum, in excess of the amount determined to be just and reasonable in said proceeding. Unless notified to the contrary by the Secretary of the Commission within 30 days from the date of submission, such agreement and undertaking shall be deemed to have been accepted for filing.

(Z) Jay J. Harris et al., shall comply with the refunding and reporting procedure required by the Natural Gas Act and § 154.102 of the regulations thereunder, and the agreement and undertaking filed by them in Docket No. RI64–667 shall remain in full force and effect until discharged by the Commission.

(AA) The respective related rate schedules and supplements as indicated in the tabulation herein are accepted for filing; further, the rate schedules relating to the successions herein are accepted and redesignated, subject to the applicable Commission regulations under the Natural Gas Act to be effective on the dates as indicated in the tabulation herein.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

[1] Jay J. Harris et al.

Docket No. and date filed	Applicant	Purchaser, field, and location	FPC rate schedule to be accepted		
			Description and date of document	No.	Supp.
G–6365 E 5–5–67	Humble Oil & Refining Co. (Operator) et al. (successor to BBM Drilling Co. (Operator) et al.).	Natural Gas Pipeline Co. of America, West Bernard Field, Wharton County, Tex.	BBM Drilling Co. (Operator) et al., FPC GRS No. 1.	424	
			Supplement Nos. 1–6	424	1–6
			Notice of succession 5–2–67.		
			Assignment 3–14–67 [2]	424	7
			Effective date: 3–1–67		
G–8306 4–17–67 [3]	Bill L. Dean, Special Receiver for Thomas W. Harvey, Trustee (formerly Charles W. Campbell, Special Receiver for Thomas W. Harvey, Trustee).	United Fuel Gas Co., Warfield District, Mingo County, W. Va.	Charles W. Campbell, Special Receiver for Thomas W. Harvey, Trustee, FPC GRS No. 1.	1	
			Supplement Nos. 1–5	1	1–5
			Order 11–25–66 [4]	1	6
			Effective date: 11–25–66.		
G–8641 3–25–66 [5]	Rhoades Oil Co. (formerly Fordee Rhoades Oil Co.).	Lone Star Gas Co., acreage in Garvin County, Okla.	Contract 8–27–54	[6] 3	
F G–11949 (CS66–21) C 4–13–67 [7]	Mobil Oil Corp. (Operator).	El Paso Natural Gas Co., Pegasus Gasoline Plant, Midland and Upton Counties, Tex.	Assignment 2–10–67 [7]	48	26
			Letter agreement 3–8–67 [8]	48	27
			Effective date: 1–1–67		
CI61–737 D 5–3–67	Shell Oil Co. (partial abandonment).	Transwestern Pipeline Co., Arnett Field, Ellis County, Okla.	Notice of partial cancellation 5–2–67.[9] [10]	242	7
CI64–17 (CI61–943) E 1–23–67 C 2–3–67 [11]	Juniper Oil & Gas Co. et al. (successor to Ralph D. Phillips d.b.a. DeVaughn Oil & Gas Co. et al.).	Kansas-Nebraska Natural Gas Co., Inc., Loam Unit Area, Weld and Morgan Counties, Colo.	Amendment 10–21–66.[12] [13]	2	2
			Amendment 2–13–67 [13] [14]	2	3
			Effective date: 6–1–66		
CI64–1496 C 5–8–67 [15] [16]	William N. Price and L. E. Geoffroy (Operator) et al.	Kansas-Nebraska Natural Gas Co., Inc., acreage in Beaver County, Okla.	Ratified 8–31–64 [17] [18]	1	2
CI65–77 E 5–1–67	CRA International, Ltd. (Operator), et al. (successor to Oil & Gas Property Management, Inc. (Operator), et al.).	Texas Eastern Transmission Corp., West Provident Field, Lavaca County, Tex.	Oil & Gas Property Management, Inc. (Operator), et al., FPC GRS No. 20.	1	
			Notice of succession 4–28–67.		
			Assignment 12–31–67 [19]	1	1
			Operating agreement 1–1–67.[20]	1	2
			Effective date: 12–31–66		
F CI66–774 (G–11120) C 4–17–67	Mid-East Oil Co.	Consolidated Gas Supply Corp., Gaskill Township, Jefferson County, Pa.	Sublease agreement 10–1–66.[21]	2	10
			Effective date: 10–1–66		
CI67–454 A 10–6–66 [22]	Scope Industries [23]	Transwestern Pipeline Co., Bell Lake Unit No. 10, Lea County, N. Mex.	Ratified 5–10–66 [24]	1	
			Contract 10–12–60 [25]	1	1
			Letter agreement 6–3–63.[26]	1	2
CI67–1004 (G–10383) (G–11600) (G–12149) F 2–9–67 [27] [28]	Arnold Petroleum Co. (Operator) et al.	Colorado Interstate Gas Co., Mocane-Laverne Field, Beaver County, Okla.	Contract 12–27–66 [29]	2	
CI67–1358 (G–18820) B 4–3–67	Lloyd M. Feland (Operator) et al.	Tennessee Gas Pipeline Co., a division of Tenneco Inc., Tomball Field, Harris County, Tex.	Notice of cancellation 3–28–67.[30] [31]	[32] 1	4
CI67–1382 A 3–31–67 [33]	Goal Drilling Co.	The Manufacturers Light & Heat Co. Toby Township, Clarion County, Pa.	Contract 9–29–61 [34]	1	
CI67–1383 A 3–31–67 [33]	do	The Manufacturers Light & Heat Co., Porter Township, Clarion County, Pa.	Contract 1–15–64 [34]	2	
CI67–1386 A 3–27–67 [35]	Thomas M. Tharp, agent, et al.	The Manufacturers Light & Heat Co., Somerset Township, Washington County, Pa.	Contract 10–24–64 [34]	2	
CI67–1503 (G–6123) B 4–26–67	Frank E. O'Brien and Phillip F. Weintraub.	United Natural Gas Co., Wharton Township, Potter County, Pa.	Notice of cancellation 4–21–67.[31] [36]	2	1
CI67–1510 (G–19075) E 4–24–67 [37]	Jay J. Harris et al. (successor to Hugh McMillan).	El Paso Natural Gas Co., Blanco-Mesa Verde Field, San Juan County, N. Mex.	Hugh McMillan, FPC GRS No. 2.	4	
			Supplement Nos. 1–2	4	1–2
			Notice of succession 4–18–67.		
			Assignment 3–30–67 [38]	4	3
			Assignment 3–30–67 [38]	4	4
			Effective date: 2–10–67		
CI67–1511 (G–6881) E 4–24–67 [39]	Jay J. Harris (Operator) et al. (successor to Hugh McMillan (Operator) et al.).	El Paso Natural Gas Co., Fulcher Kuts-Pictured Cliffs Field, San Juan County, N. Mex.	Hugh McMillan (Operator) et al., FPC GRS No. 1.	3	
			Supplement Nos. 1–4	3	1–4
			Notice of succession 4–18–67.		
			Assignment 3–30–67	3	5
			Effective date: 2–10–67		

Filing code: A—Initial service.
B—Abandonment.
C—Amendment to add acreage.
D—Amendment to delete acreage.
E—Succession.
F—Partial succession.

See footnotes at end of table.

Docket No. and date filed	Applicant	Purchaser, field, and location	FPC rate schedule to be accepted		
			Description and date of document	No.	Supp.
CI67-1515 (G-17633) B 4-24-67	W. H. Mosser d.b.a. Britton Oil & Gas Co.	Equitable Gas Co., Union District, Ritchie County, W. Va.	Notice of cancellation 4-21-67 [1] [2]	56	1
CI67-1543 (CI61-736) [3] F 5-2-67	Atlantic Richfield Co. (successor to Cities Service Co.).	United Gas Pipe Line Co., Mustang Island Field, Corpus Christi Bay Area, Nueces County, Tex.	Contract 8-12-52 [4]	311	
			Letter agreement 4-8-53 [5]	311	1
			Amendment 9-14-53 [3]	311	2
			Letter agreement 8-31-54 [3]	311	3
			Letter agreement 12-3-62 [6]	311	4
			Letter o f Intent 12-7-62 [6]	311	5
			Letter Agreement 3-21-63 [6]	311	6
			Assignment 9-1-66 [6]	311	7
			Effective date: 4-1-66		
(CI61-736) [3] [6]	Cities Service Co.		Assignment 4-1-66 [6]	9	12
			Effective date 11-10-66		
CI67-1551 A 4-17-67 4-28-67 [7] [8]	Thomas A. Dugan	El Paso Natural Gas Co. Gallup Field, San Juan County, N. Mex.	Contract 11-1-66 [9]	10	
CI67-1554 A 5-1-67 [10]	Shoreline Oil & Gas Co.	El Paso Natural Gas Co. South Erick Field, Beckham County, Okla.	Ratified 11-28-66 [6]	1	
			Contract 2-1-64 [6]	1	1
			Supplemental agreement 8-15-66 [6]	1	2
CI67-1558 A 5-1-67 [11]	Harvey G. Travis, agent for Belle Run Natural Gas Co.	The Manufacturers Light & Heat Co., Beaver Township, Jefferson County Pa.	Contract 8-5-47	1	
CI67-1559 A 5-1-67 [11]	do	The Manufacturers Light & Heat Co., Redbank Township, Clarion County, Pa.	Contract 5-28-48	2	
CI67-1560 A 5-1-67 [11]	Turkey Run Gas Co., et al.	The Manufacturers Light & Heat Co., Madison Township, Clarion County, Pa.	Contract 5-11-27	1	
CI67-1561 A 5-3-67 [8]	Southwestern Natural Gas, Inc.	Northern Natural Gas Co., Follett (Morrow) Field, Lipscomb County, Tex.	Contract 2-16-67 [12]	2	
CI67-1562 A 5-3-67 [8]	J. & J. Enterprises, Inc.	Consolidated Gas Supply Corp., Union District, Upshur County, W. Va.	Contract 9-1-66 [13]	25	
CI67-1563 A 5-3-67 [8]	Hays & Co., agent for Parker Petroleum Co., et al.	Consolidated Gas Supply Corp., Parkersburg District, Wood County, W. Va.	Contract 7-29-66 [13]	278	
CI67-1564 A 5-3-67 [8]	Trio Oil & Gas Co., Inc., et al.	Consolidated Gas Supply Corp., Southwest District, Doddridge County, W. Va.	Contract 9-19-66 [13]	10	
CI67-1566 A 5-4-67 [14]	Cities Service Oil Co.	Northern Natural Gas Co., acreage in Texas County, Okla.	Contract 4-4-67 [15]	217	
CI67-1575 A 5-2-67 [8] [16]	Blanche Eagon et al.	The Manufacturers Light & Heat Co., Proctor District, Wetzel County, W. Va.	Contract 1-19-46	1	
CI67-1576 A 5-4-67 [8]	Shield Petroleum Corp.	Gas Transport, Inc., Williams District, Wood County, W. Va.	Contract 4-3-67 [13]	1	
CI67-1578 A 5-4-67 [17]	Hays & Co., agent for for D. A. Dorward et al.	Consolidated Gas Supply Corp., Glenville District, Gilmer County, W. Va.	Contract 9-23-66 [13]	279	
CI67-1579 (CI65-159) B 5-5-67	Carter & Mandel Co. (Operator) et al.	Cities Service Gas Co., J. W. Long Lease, Barber County, Kans.	Notice of cancellation 5-3-67 [1] [2]	1	1
CI67-1585 A 5-8-67 [8]	Tidewater Oil Co.	Southern Union Gathering Co., San Juan Basin-Dakota Field, San Juan County, N. Mex.	Contract 3-5-62 [3]	149	
			Assignment 9-2-66	149	1
			Amendatory agreement 3-29-67 [7]	149	2
CI67-1588 (G-18823) B 5-8-67	Gulf Oil Corp.	Colorado Interstate Gas Co., Greenwood Field, Bacs County, Colo.	Notice of cancellation 5-4-67, [1] [2]	345	7
CI67-1589 A 5-8-67 [18]	Southwest Oil Industries, Inc.	Northern Natural Gas Co., Mocane-Laverne Field, Beaver County, Okla.	Contract 2-17-67 [11]	6	
CI67-1590 (G-19675) B 5-8-67	Texas Oil & Gas Corp. (Operator) et al.	Coastal States Gas Producing Co., Hidalgo Field, Hidalgo County, Tex.	Notice of cancellation 5-1-67, [1] [2]	15	12
CI67-1593 A 5-5-67 [8]	Homer Queen et al., d.b.a. Queen Gas Co., et al.	Consolidated Gas Supply Corp., Elk District, Harrison County, W. Va.	Contract 10-7-66 [13]	25	
CI65-1595 (CI65-523) F 5-4-67	A/C Engineering & Operating Co. (successor to Sierra Petroleum Co., Inc.).	Panhandle Eastern Pipe Line Co., Cedar Field, Barber County, Kans.	Contract 10-15-64 [3]	1	
			Assignment 3-13-67	1	1
			Effective date: 3-13-67		
CI67-1598 (CI63-418) F 5-4-67	S. W. Jack, Jr. (successor to Paul H. Ash d.b.a. A&C Oil & Gas Co.).	Equitable Gas Co., Hacker's Creek District, Lewis County, W. Va.	Contract 2-2-62 [3]	1	
			Deed 12-22-65 [3]	1	1
			Effective date; 12-22-65		
CI67-1600 (CI62-1320) B 5-9-67	Wacker Oil Co., Inc.	United Gas Pipe Line Co., North Cecelia Field, St. Martin Parish, La.	Notice of cancellation 5-8-67 [1] [2]	1	2
CI67-1607 A 5-9-67 [8]	John T. Waggoner et al.	Consolidated Gas Supply Corp., Reno, Lyon, and Kingwood Districts, Preston County, W. Va.	Contract 10-5-66 [13]	1	
CI67-1608 A 5-9-67 [8]	Petroleum Drilling Corp. et al.	Consolidated Gas Supply Corp., Murphy District, Ritchie County, W. Va.	Contract 12-20-66 [13]	3	
CI67-1610 A 5-10-67 [8]	George Jackson et al.	Consolidated Gas Supply Corp., Greenbrier and New Milton Districts, Doddridge County, W. Va.	Contract 9-28-66	41	
			Letter agreement 11-1-66 [3] [19]	41	1
CI67-1611 A 5-10-67	Fairman Drilling Co. et al.	Consolidated Gas Supply Corp., Young Township, Jefferson County, Pa.	Contract 3-11-66 [13]	45	

See footnotes at end of table.

[1] From BBM Drilling Co. to Humble Oil & Refining Co.
[2] Amendment to the certificate filed to reflect change in Special Receiver; no change in interest involved.
[3] Court order appointing Bill L. Dean as Special Receiver for Thomas W. Harvey, Trustee in lieu of Charles W. Campbell, deceased.
[4] Amendment to the certificate filed to reflect change in name of certificate holder from Fordee Rhoades Oil Co. to Rhoades Oil Co.
[5] Rate schedule previously accepted for filing in the name of Rhoades Oil Co.
[6] Succession by Mobil to Paul Kendall's interest in the Pegasus Gasoline Plant and Pegasus Field; such interest was formerly a part of Sharples & Co. Properties (Operator) et al., FPC GRS No. 3 under Docket No. G-6082 which was terminated concurrently with the issuance of a small producer certificate in Docket No. CI66-22.
[7] From Paul Kendall and Leonora W. Kendall to Mobil Oil Corp.
[8] Cancels contract dated Jan. 1, 1954, between El Paso and Sharples & Co. Properties insofar as it pertains to Mobil's acquired interest and provides for such interest to be covered pursuant to Mobil's contract of June 19, 1962 (FPC GRS No. 48).
[9] Buyer is unable to justify connecting the well to its system and deliveries have not commenced.
[10] Effective date: Date of this order.
[11] Amendment to the application filed to cover additional acreage and interests of coowners.
[12] Includes various assignments transferring acreage from Phillips to Juniper.
[13] Adds acreage acquired from Ralph D. Phillips d.b.a. DeVaughn Oil & Gas Co. Acreage covered by Phillips' FPC GRS No. 1 and certificate issued in Docket No. CI61-943. The subject sale will hereinafter be made pursuant to the certificate issued in CI64-17 and the certificate in Docket No. CI61-943 will be terminated.

[19] Also adds new additional acreage and sets June 1, 1967, as contractual effective date for first periodic escalation (Jan. 1, 1968, moratorium for the newly added acreage).
[20] Also adds interest of First Transportation Gas Corp., Inc.
[21] July 1, 1967, moratorium pursuant to the Commission's statement of general policy No. 61-1, as amended.
[22] Includes interest of coowner.
[23] Effective date: Date of initial delivery (Applicant shall advise the Commission as to such date).
[24] Nicholas R. Dupont assigns interest to CRA International, Ltd.
[25] Designates CRA as operator.
[26] Conveyance of Columbian Fuel Corp.'s interest in 75 acres to a depth of 4,400 feet, which is covered by Columbian Fuel Corp. FPC GRS No. 60 in Docket No. G-11120 (Sheesley Lease No. 5).
[27] Jan. 1, 1968, moratorium provided by Opinion No. 468.
[28] Applicant has agreed to accept a permanent certificate pursuant to the provisions of Opinion No. 468, as modified.
[29] Between Scope Industries and Transwestern Pipeline Co.; ratifies basic contract as amended.
[30] Between Continental Oil Co. and Transwestern Pipeline Co.
[31] By notice issued Feb. 23, 1967, and published in the FEDERAL REGISTER on Mar. 8, 1967, 32 F.R. 3853, the subject application was described as one for initial service only. In fact, Applicant will continue to sell gas heretofore authorized in Docket No. G-11600 and dedicated to Monsanto's FPC GRS No. 18 at a rate of 15.0 cents per Mcf at 14.65 p.s.i.a. subject to upward and downward B.t.u. adjustment. Sales from the remaining acreage will be made as initial service at the rate of 17.0 cents per Mcf at 14.65 p.s.i.a. subject to upward and downward B.t.u adjustment.
[32] July 1, 1967, moratorium covering only that portion of the sale relating to the initial service.
[33] Cancels previous contracts between buyer and Humble Oil & Refining Co., dated Mar. 19, 1956, FPC GRS No. 197 (Docket No. G-10383); Monsanto Co., dated Aug. 20, 1956, FPC GRS No. 18 (Docket No. G-11600) and Cities Service Oil Co., dated Feb. 13, 1957 (Docket No. G-12149), insofar as the subject acreage is concerned.
[34] Source of gas depleted.
[35] Rate of 16.16947 cents per Mcf effective subject to refund in Docket No. RI63-338 (Docket No. RI63-338 is consolidated with Docket No. AR64-2 et al.)
[36] Sale being rendered without prior Commission authorization.
[37] Docket Nos. CI67-1510 and CI67-1511 erroneously assigned to the succession applications in Docket Nos. G-19075 and G-6881, respectively, will be canceled.
[38] Covers Lots 1 and 3, sec. 10, T. 32 N., R. 11 W.
[39] Covers Lot 2, S½ S½, sec. 10, T. 32 N., R. 11 W.
[40] Sale being rendered pursuant to a temporary certificate.
[41] Basic contract between Renwar Oil Corp. et al., and United Gas Pipe Line Co.; on file as Cities Service Co. FPC GRS No. 11.
[42] Provides for payment of all proceeds by United to Renwar for distribution to joint operating interests.
[43] Adds acreage.
[44] Provides for reimbursement of newly levied taxes.
[45] Amends makeup provisions.
[46] Amends makeup provisions.
[47] Amends contract to eliminate price redetermination provisions.
[48] Cities Service Co. assigns properties to Atlantic Richfield Co. only insofar as said leases cover Mustang Island Sand Units 6, 7-A, and 9.
[49] No certificate filing made, only rate filing made to reflect the subject deletion which is being accepted for filing.
[50] Transfers properties from Cities Service Co. to Atlantic Richfield in the Mustang Island Sand Units 6, 7-A, and 9 (filed Oct. 10, 1967).
[51] Amends application to decrease price to contract rate of 12.0 cents per Mcf.
[52] Jan. 1, 1968, moratorium pursuant to the Commission's statement of general policy No. 61-1, as amended.
[53] Ratifies, adopts, and amends Feb. 1, 1964 contract to cover Applicant's interest in 70 acres in sec. 12, T. 7 N., R. 26 W.
[54] Between Sidwell Oil & Gas, Inc., and El Paso Natural Gas Co.
[55] Adds Sidwell's interest in sec. 12, T. 7 N., R. 26 W., among other acreage to Feb. 1, 1964 contract.
[56] Sale being rendered on June 7, 1954.
[57] Limited to all depths shallower than the base of The Mississippian System (sale is to be casinghead gas only).
[58] Contract provides for a rate of 14.0 cents per Mcf, but Applicant requested a rate of 13.0 cents per Mcf.
[59] Between Sierra Petroleum Co., Inc., and buyer; on file as Sierra Petroleum Co., Inc., FPC GRS No. 6.
[60] Also on file as Paul H. Ash d.b.a. A & C Oil & Gas Co. FPC GRS No. 10.
[61] Transfers properties from Ash to S. W. Jack, Jr.

[F.R. Doc. 67-7763; Filed, July 10, 1967; 8:45 a.m.]

[Docket No. RI67-469]

KERR-McGEE CORP.

Order Providing for Hearing on and Suspension of Proposed Change in Rate, and Allowing Rate Change To Become Effective Subject to Refund

JUNE 29, 1967.

Respondent named herein has filed a proposed change in rate and charge of a currently effective rate schedule for the sale of natural gas under Commission jurisdiction, as set forth in Appendix A below.

The proposed changed rate and charge may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

It is in the public interest and consistent with the Natural Gas Act that the Commission enter upon a hearing regarding the lawfulness of the proposed change, and that the supplement herein be suspended and its use be deferred as ordered below.

The Commission orders:

(A) Under the Natural Gas Act, particularly sections 4 and 15, the regulations pertaining thereto (18 CFR Ch. I), and the Commission's rules of practice and procedure, a public hearing shall be held concerning the lawfulness of the proposed change.

(B) Pending hearing and decision thereon, the rate supplement herein is suspended and its use deferred until date shown in the "Date Suspended Until" column, and thereafter until made effective as prescribed by the Natural Gas Act: *Provided, however,* That the supplement to the rate schedule filed by Respondent shall become effective subject to refund on the date and in the manner herein prescribed if within 20 days from the date of the issuance of this order Respondent shall execute and file under its above-designated docket number with the Secretary of the Commission its agreement and undertaking to comply with the refunding and reporting procedure required by the Natural Gas Act and § 154.102 of the regulations thereunder, accompanied by a certificate showing service of a copy thereof upon the purchaser under the rate schedule involved. Unless Respondent is advised to the contrary within 15 days after the filing of its agreement and undertaking, such agreement and undertaking shall be deemed to have been accepted.

(C) Until otherwise ordered by the Commission, neither the suspended supplement, nor the rate schedule sought to be altered, shall be changed until disposition of this proceeding or expiration of the suspension period.

(D) Notices of intervention 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 and 1.37(f)) on or before August 16, 1967.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

APPENDIX A

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date [1] unless suspended	Date suspended until—	Cents per Mcf: Rate in effect	Cents per Mcf: Proposed increased rate	Rate in effect subject to refund in docket Nos.
RI67-469	Kerr-McGee Corp., Kerr-McGee Bldg., Oklahoma City, Okla. 73102.	[3] 75	6	Panhandle Eastern Pipe Line Co. (North Carthage Field, Texas County, Okla.) (Panhandle Area).	$836	6-12-67	[2] 7-13-67	[2] 7-14-67	[4] 16.0	[4] [5] 17.0	

[1] Basic contract dated after Sept. 28, 1960, the date of issuance of General Policy Statement No. 61-1.
[2] The stated effective date is the first day after expiration of the statutory notice.
[3] The suspension period is limited to 1 day.
[4] Periodic rate increase.
[5] Pressure base is 14.65 p.s.i.a.
[6] Subject to proportionate upward and downward B.t.u. adjustment for gas containing more or less than 1,000 B.t.u.'s per cubic foot. Present B.t.u. content of gas is 955.7 B.t.u.'s per cubic foot.

Kerr-McGee Corp. (Kerr-McGee) requests that its proposed rate increase be permitted to become effective, without suspension, as of April 1, 1967, the contractually provided effective date. Good cause has not been shown for waiving the 30-day notice requirement provided in section 4(d) of the Natural Gas Act to permit an earlier effective date for Kerr-McGee's rate filing and such request is denied. Kerr-McGee's proposed rate increase is suspended for the reason set forth below.

The contract related to the rate filing of Kerr-McGee was executed subsequent to September 28, 1960, the date of issuance of the Commission's statement of general policy No. 61-1, as amended, and the proposed increased rate of 17.0 cents per Mcf exceeds the area increased rate ceiling for the Panhandle Area but does not exceed the initial service ceiling of 17.0 cents per Mcf established for the area involved. We believe, in this situa-

tion, Kerr-McGee's proposed rate filing should be suspended for 1 day from July 13, 1967, the date of expiration of the statutory notice.

[F.R. Doc. 67-7764; Filed, July 10, 1967; 8:45 a.m.]

[Docket Nos. RI67-470 etc.]

KERR-McGEE CORP. ET AL.

Order Providing for Hearings on and Suspension of Proposed Changes in Rates [1]

JUNE 29, 1967.

The Respondents named herein have filed proposed increased rates and charges of currently effective rate schedules for sales of natural gas under Commission jurisdiction, as set forth in Appendix A below.

[1] Does not consolidate for hearing or dispose of the several matters herein.

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is in the public interest and consistent with the Natural Gas Act that the Commission enter upon hearings regarding the lawfulness of the proposed changes, and that the supplements herein be suspended and their use be deferred as ordered below.

The Commission orders:

(A) Under the Natural Gas Act, particularly sections 4 and 15, the regulations pertaining thereto (18 CFR Ch. I), and the Commission's rules of practice and procedure, public hearings shall be held concerning the lawfulness of the proposed changes.

(B) Pending hearings and decisions thereon, the rate supplements herein are suspended and their use deferred until date shown in the "Date Suspended Until" column, and thereafter until made effective as prescribed by the Natural Gas Act.

(C) Until otherwise ordered by the Commission, neither the suspended supplements, nor the rate schedules sought to be altered, shall be changed until disposition of these proceedings or expiration of the suspension period.

(D) Notices of intervention 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 and 1.37(f)) on or before August 15, 1967.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

APPENDIX A

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf: Rate in effect	Cents per Mcf: Proposed increased rate	Rate in effect subject to refund in docket Nos.
RI67-470...	Kerr-McGee Corp., Kerr-McGee Bldg., Oklahoma City, Okla. 73102.	54	5	Northern Natural Gas Co. (South Glenwood Pool, Beaver County, Okla.) (Panhandle Area).	$586	6-12-67	[2] 7-13-67	12-13-67	[4] 17.25995	[3] [4] 18.33875	
RI67-471...	Kirby Petroleum Co. (Operator) et al., Post Office Box 1745, Houston, Tex. 77001.	28	3	Panhandle Eastern Pipe Line Co. (Depths above the base of the Chase Group, Hugoton Field, Grant County, Kans.).	3,750	6- 9-67	[6] 7-10-67	12-10-67	11.0	[3] 12.0	
RI67-472...	Delta Drilling Co., (Operator) et al., Post Office Box 2012, Tyler, Tex. 75702.	29	1	Lone Star Gas Co. (Katie Horton Unit No. 1, Danville Field, Gregg County, Tex.) (RR. District No. 6).	994	[7] 6- 9-67	[2] 7-10-67	12-10-67	14.49	[3] 16.56	
RI67-473...	Oklahoma Natural Gas Co., Post Office Box 871, Tulsa, Okla. 74102.	5	3	Northern Natural Gas Co. (Glenwood Field, Beaver County, Okla.) (Panhandle Area).	946	[2] 6- 2-67	[8] 7- 3-67	12- 3-67	[9] [10] 17.376	[3] [9] [10] 18.477	RI62-303.

[2] The stated effective date is the first day after expiration of the statutory notice.
[3] Periodic rate increase.
[4] Pressure base is 14.65 p.s.i.a.
[5] Subject to proportionate upward and downward B.t.u. adjustment for gas containing more or less than 1,000 B.t.u.'s per cubic foot. Present B.t.u. content of gas is 955.7 B.t.u.'s per cubic foot.
[6] The stated effective date is the effective date proposed by Respondent.
[7] Corrected by letter dated June 12, 1967, which was filed on June 13, 1967.
[8] Corrected by letter dated June 15, 1967, which was filed on June 16, 1967.
[9] Includes base rate of 16.0 cents plus upward B.t.u. adjustment before increase and 17.0 cents plus upward B.t.u. adjustment after increase, based on B.t.u. content as shown in present filing. Base price subject to upward and downward B.t.u. adjustment.
[10] Includes 0.015 cent per Mcf tax reimbursement for recently enacted increase in Oklahoma Excise Tax which will become effective on July 1, 1967.

Kerr-McGee Corp. (Kerr-McGee) requests that its proposed rate increase be permitted to become effective, without suspension, on July 1, 1967, the contractually provided effective date. Delta Drilling Co. (Operator) et al. (Delta), request that their proposed rate increase be permitted to become effective "immediately". Good cause has not been shown for waiving the 30-day notice requirement provided in section 4(d) of the Natural Gas Act to permit earlier effective dates for Kerr-McGee and Delta's rate filings and such requests are denied.

All of the producers' proposed increased rates and charges exceed the applicable area price levels for increased rates as set forth in the Commission's statement of general policy No. 61-1, as amended (18 CFR, Ch. I, Pt. 2, sec. 2.56).

[F.R. Doc. 67-7765; Filed July 10, 1967; 8:45 a.m.]

[Docket Nos. G-6530 etc.]

G. H. VAUGHN, JR., ET AL.

Notice of Applications for Certificates, Abandonment of Service and Petitions To Amend Certificates [1]

JUNE 29, 1967.

Take notice that each of the Applicants listed herein has filed an application or petition pursuant to section 7 of the Natural Gas Act for authorization to sell natural gas in interstate commerce or to abandon service heretofore authorized as described herein, all as more fully described in the respective applications and amendments which are on file with the Commission and open to public inspection.

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) on or before July 24, 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 all applications in which no protest or petition to intervene is filed within the time required herein if the Commission on its own review of the matter believes that a grant of the certificates or the authorization for the proposed abandonment is required by the public convenience and necessity. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given: *Provided, however*, That pursuant to § 2.56, Part 2, Statement of General Policy and Interpretations, Chapter I of Title 18 of the Code of Federal Regulations, as amended, all permanent certificates of public convenience and necessity granting applications, filed after April 15, 1965, without further notice, will contain a condition precluding any filing of an increased rate at a price in excess of that designated for the particular area of production for the period prescribed therein unless at the time of filing such certificate application, or within the time fixed herein for the filing of protests or petitions to intervene the Applicant indicates in writing that it is unwilling to accept such a condition. In the event Applicant is unwilling to accept such condition the application will be set for formal hearing.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

GORDON M. GRANT,
Secretary.

[1] This notice does not provide for consolidation for hearing of the several matters covered herein, nor should it be so construed.

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
G-6530 E 6-9-67	G. H. Vaughn, Jr., and Jack C. Vaughn, individually; G. H. Vaughn, Jr., and J. C. Vaughn, trustees under the will of G. H. Vaughn, deceased (successor to G. H. Vaughn), c/o E. H. Gunter, general manager, 1200 Vaughn Bldg., Dallas, Tex. 75201.	United Gas Pipe Line Co., Cotton Valley Field, Webster Parish, La.	13.05076	15.025
G-6563 E 6-9-67	G. H. Vaughn, Jr., and J. C. Vaughn, trustees under the will of G. H. Vaughn, deceased (successor to G. H. Vaughn).	H. L. Hunt, North Lansing Field, Harrison County, Tex.	[2] 14.5	14.4
G-9324 E 6-19-67	CRA, Inc. (Operator), et al. (successor to Amax Petroleum Corp. (Operator) et al.), Post Office Box 7305, Kansas City, Mo. 64116.	Tennessee Gas Pipeline Co., a division of Tenneco, Inc., Magnet-Withers Field, Wharton County, Tex.	15.0	14.65
G-11243 E 6-16-67	do	Southern Natural Gas Co., Napoleonville Field, Assumption Parish, La.	18.0	15.025
G-12005 D 6-13-67 [3]	Mobil Oil Corp., Post Office Box 2444, Houston, Tex. 77001.	United Gas Pipe Line Co., Eugene Island Area, Offshore Iberia Parish, La.	Assigned	------
G-13299 D 6-15-67 [3]	Sinclair Oil & Gas Co. (Operator) et al., Post Office Box 521, Tulsa, Okla. 74102.	Michigan Wisconsin Pipe Line Co., Laverne Area, Beaver County, Okla.	Assigned	------
G-15689 E 6-19-67	CRA, Inc. (Operator) et al. (successor to Amax Petroleum Corp. (Operator) et al.).	El Paso Natural Gas Co., West Bar-X Area, Grand County, Utah.	12.0	14.73
G-16993 D 6-19-67	Champlin Petroleum Co. (Operator) et al.	Cities Service Gas Co., acreage in Barber County, Kans.	(4)	------
CI61-276 E 6-15-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Lone Star Gas Co., acreage in Stephens County, Okla.	15.0	14.65
CI61-1659 E 6-16-67	do	Michigan Wisconsin Pipe Line Co., acreage in Beaver County, Okla.	[5] 17.0	14.65
CI61-1817 E 6-16-67	do	Northern Natural Gas Co., Laverne Field, Harper County, Okla.	17.0	14.65
CI62-1294 E 6-15-67	do	Panhandle Eastern Pipe Line Co., Mocane-Laverne Field, Beaver County, Okla.	17.0	14.65
CI63-403 E 6-15-67	CRA, Inc. (Operator), et al. (successor to Amax Petroleum Corp. (Operator) et al.).	El Paso Natural Gas Co., Bar-X Unit, Grand County, Utah; and Mesa County, Colo.	[6] 12.727	15.025
CI63-431 [7] E 6-15-67	CRA, Inc. (successor to Amax Petroleum Corp.).[7]	Northern Natural Gas Co., Gate Area, Beaver County, Okla.	17.0	14.65
CI63-499 E 6-14-67	David Jackman, Jr., and Robert C. Armstrong (successor to Clinton Oil Co.), [7a] 655 Fourth National Bank Bldg., Wichita, Kans. 67202.	Northern Natural Gas Co., acreage in Edwards County, Kans.	13.5	14.65
CI63-628 E 6-16-67	CRA, Inc. (Operator), et al. (successor to Amax Petroleum Corp. (Operator) et al.).	El Paso Natural Gas Co., acreage in Mesa County, Colo.	[8] 15.0 [9] 13.5	15.025
CI63-642 E 6-15-67	do	El Paso Natural Gas Co., Bar-X Field, Grand County, Utah; and Mesa County, Colo.	[6] 12.727	15.025
CI63-719 E 6-19-67	do	El Paso Natural Gas Co., acreage in Mesa County, Colo.	12.0	15.025
CI63-1084 E 6-19-67	CRA, Inc. (successor to American Metal Climax, Inc.).	Kansas-Nebraska Natural Gas Co., Inc., and Northern Utilities, Inc., Boone Dome Area, Natrona County, Wyo.	12.9	15.025
CI63-1338 E 6-15-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Northern Natural Gas Co., acreage in Beaver County, Okla.	17.0	14.65
CI63-1458 E 6-19-67	do	Panhandle Eastern Pipe Line Co., acreage in Beaver County, Okla.	[5] 17.0	14.65
CI64-357 E 6-19-67	CRA, Inc. (Operator), et al. (successor to American Metal Climax, Inc. (agent and operator) et al.).	Mountain Fuel Supply Co., Nitchie Gulch Unit Area, Sweetwater County, Wyo.	18.0	14.65
CI64-653 E 6-19-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Northern Natural Gas Co., acreage in Beaver County, Okla.	17.0	14.65
CI64-1142 E 6-19-67	CRA, Inc. (Operator), et al. (successor to American Metal Climax, Inc. (Operator), et al.).	Kansas-Nebraska Natural Gas Co., Inc., North Shawnee Flat Top Field, Converse County, Wyo.	18.0	15.025
CI65-240 [10] E 6-16-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Michigan Wisconsin Pipe Line Co., acreage in Woods County, Okla.	[11] 15.0	14.65
CI65-357 E 6-19-67	CRA, Inc. (Operator), et al. (successor to Amax Petroleum Corp. (Operator) et al.).	Panhandle Eastern Pipe Line Co., acreage in Beaver County, Okla.	17.0	14.65
CI65-531 5-29-67 [12]	Monsanto Co. (Operator) et al., 1300 Main St., Houston, Tex. 77002.	Natural Gas Pipeline Co. of America, Dagger Draw Area, Eddy County, N. Mex.	16.579	14.65
CI65-551 E 6-19-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Arkansas Louisiana Gas Co., acreage in Blaine County, Okla.	16.8	14.65

Filing code: A—Initial service.
B—Abandonment.
C—Amendment to add acreage.
D—Amendment to delete acreage.
E—Succession.
F—Partial succession.

See footnotes at end of table.

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
CI65-1319..... E 6-16-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Panhandle Eastern Pipe Line Co., acreage in Beaver County, Okla.	17.0	14.65
CI65-1336..... C 6-12-67	The Waverly Oil Works Co., 4 East Locust St., Newark, Ohio 43055.	Equitable Gas Co., Salt Lick District, Braxton County, W. Va.	25.0	[12] 15.325
CI66-771..... E 6-19-67	CRA, Inc. (successor to Amax Petroleum Corp.).	Arkansas Louisiana Gas Co., Nardin Field, Kay County, Okla.	[13] 12.0	14.65
CI66-1812..... E 6-19-67	CRA, Inc. (Operator) et al. (successor to Amax Petroleum Corp. (Operator) et al.).	Mountain Fuel Supply Co., Nitchie Gulch Area, Sweetwater County, Wyo.	15.0	14.65
CI67-359..... C 6-15-67	Texaco Inc.,[14] Post Office Box 52332, Houston, Tex. 77052.	Michigan Wisconsin Pipe Line Co., Putnam Field, Dewey County, Okla.	[4] 15.0	14.65
CI67-938..... B 6-19-67 [15]	William H. Allen, Post Office Box 926, Perryton, Tex. 79070.	Northern Natural Gas Co., Ellis Ranch Field, Ochiltree County, Tex.	[16]	[17]
CI67-1247..... C 5-26-67	John H. Hill (Operator) et al., c/o Gordon L. Llewellyn, attorney, 908 Southland Center, Dallas, Tex. 75201.	Northern Natural Gas Co., Doby Springs Field, Harper County, Okla.	17.0	14.65
CI67-1268..... A 3-16-67	Sunland Oil Corp.,[18] 2613 Continental National Bank Bldg., Fort Worth, Tex. 76102.	El Paso Natural Gas Co., Wilshire (Devonian) Field, Upton County, Tex.	[4] 16.5	14.65
CI67-1583..... A 5-8-67	W. L. McKnight, d.b.a., La Gorce Oil Co., c/o John W. Rogers, attorney, W-2762 First National Bank Bldg., St. Paul, Minn. 55101.	Sanford P. Fagadau, La Pan Field, Clay County, Tex.	6.0	14.65
CI67-1777..... A 6-12-67	Phillip Derwirek, c/o Ward M. Edinger, Inc., 510 Hightower Bldg., Oklahoma City, Okla. 73102.	Arkansas Louisiana Gas Co., North Drummond Area, Garfield and Major Counties, Okla.	15.0	14.65
CI67-1778..... A 6-14-67	Harmony Development Co., Willard E. Ferrell, agent, Post Office Box 5056, Philadelphia, Pa. 19111.	Equitable Gas Co., Buckhannon District, Upshur County, W. Va.	28.0	15.325
CI67-1779..... A 6-16-67	The Superior Oil Co., Post Office Box 1521, Houston, Tex. 77001.	United Gas Pipe Line Co., North Sunrise Field, Terrebonne Parish, La.	21.25	15.025
CI67-1780..... A 6-15-67	Humble Oil & Refining Co., Post Office Box 2180, Houston, Tex. 77001.	Michigan Wisconsin Pipe Line Co., Woodward Area, Dewey County, Okla.	[4] 20.495	14.65
CI67-1781..... B 6-15-67	Pan American Petroleum Corp., Post Office Box 591, Tulsa, Okla. 74102.	Shell Oil Co. et al., Sheridan Field, Colorado County, Tex.	[19]	.....
CI67-1782..... B 6-19-67	Pan American Petroleum Corp.	El Paso Natural Gas Co., Northeast Noelke (Queen) Field, Crockett County, Tex.	Depleted	.....
CI67-1783..... B 6-16-67	Kenneth B. Valentine, 7684 Phelan, Clarkston, Mich. 48016.	Consolidated Gas Supply Corp., Union District, Clay County, W. Va.	Uneconomical	.....
CI67-1784..... A 6-16-67	McCommons Oil Co., 1001 Mercantile Securities Bldg., Dallas, Tex. 75221.	Natural Gas Pipeline Co. of America, Booneville Bend Conglomerate Field, Wise County, Tex.	[11] 15.0	14.65
CI67-1785..... A 6-16-67	J. M. Huber Corp., 2401 East 2d Ave., Denver, Colo. 80206.	Panhandle Eastern Pipe Line Co., acreage in Morton County, Kans.	[20] 11.2	14.65
CI67-1786..... A 6-19-67	Natural Gas and Oil Corp. (Operator) et al., [21] 1404 Richards Bldg., New Orleans, La. 70112.	El Paso Natural Gas Co., Grice, East (Atoka 15,470) Field, Loving County, Tex.	18.5	14.65
CI67-1787..... (G-16529) (G-18065) F 6-15-67	May Petroleum, Inc. (successor to Pan American Petroleum Corp. and Champlin Petroleum Co.), 1435 Republic National Bank Bldg., Dallas, Tex. 75201.	Colorado Interstate Gas Co., Mocane Field, Beaver County, Okla.	[4] [22] 15.0 [5] [22] 16.0	14.65
CI67-1788..... A 6-19-67	Sunset International Petroleum Corp., 9000 Wilshire Blvd., Beverly Hills, Calif. 90211.	Mountain Fuel Supply Co., Nitchie Gulch Area, Sweetwater County, Wyo.	15.0	15.025
CI67-1789..... A 6-19-67	Yucca Petroleum Co., (Operator) et al., c/o Jerry F. Lyons, attorney, Post Office Box 350, Amarillo, Tex. 79105.	Panhandle Eastern Pipe Line Co., Arkalon Field, Seward County, Kans.	[4] 18.0	14.65

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
CI67-1790..... A 6-19-67	Columbian Fuel Corp., 401 Dewey Ave., Bartlesville, Okla. 74003.	United Fuel Gas Co., acreage in Kanawha County, W. Va.	28.0	15.325
CI67-1791..... A 6-19-67	Texaco, Inc.	Champlin Petroleum Co., Sooner Trend Field, Logan County, Okla.	11.0	14.65
CI67-1792..... A 6-22-67	The California Co., a division of Chevron Oil Co., 1111 Tulane Ave., New Orleans, La. 70112.	Transcontinental Gas Pipe Line Corp., Block 107 Field, Ship Shoal Area, Gulf of Mexico.	19.0	15.025
CI67-1793..... A 6-20-67	Calvert-Mid America, Inc., 4th Floor, National Bank of Tulsa Bldg., Tulsa, Okla. 74103.	Arkansas Louisiana Gas Co., acreage in Blaine County, Okla.	15.0	14.65
CI67-1794..... A 6-21-67	Sun Oil Co. (Southwest Division), 1608 Walnut St., Philadelphia, Pa. 19103.	Sage Gas Gathering Co., Leal (Miocene 2200' Sand) Field, Duval County, Tex.	5.0	14.65
CI67-1795..... A 6-22-67	Southwest Oil Industries, Inc., 801 First National Bldg., Oklahoma City, Okla. 73102.	Northern Natural Gas Co., Fincham Field, Meade County, Kans.	16.0	14.65
CI67-1796..... B 6-22-67	Reserve Oil & Gas Co. (Operator), et al., 1806 Fidelity Union Tower, Dallas, Tex. 75201.	Texas Eastern Transmission Corp., Doehrmann Field, DeWitt County, Tex.	Depleted	
CI67-1797..... A 6-22-67	Mesa Petroleum Co. (Operator) et al., 1501 Taylor, Amarillo, Tex. 79105.	Cities Service Gas Co., Lovedale Field, Harper County, Okla.	17.0	14.65
CI67-1798..... B 6-16-67	Reserve Oil & Gas Co., et al.	Texas Eastern Transmission Corp., Brandt Field, Goliad County, Tex.	Depleted	
CI67-1799..... A 6-23-67	Apache Corp. (Operator) et al., 823 South Detroit, Tulsa, Okla. 74120.	Transwestern Pipeline Co., King Field, Lipscomb County, Tex.	17.0	14.65
CI67-1800..... A 6-23-67	Midwest Oil Corp., 1700 Broadway, Denver, Colo. 80202.	Cities Service Gas Co., Aetna Field, Barber and Comanche Counties, Kans.	14.0	14.65
CI67-1801..... A 6-23-67	Har-Ken Oil Co. (Operator) et al., Post Office Box 616, Owensboro, Ky. 42301.	Texas Gas Transmission Corp., Midland Field, Muhlenberg County, Ky.	17.0	15.025

[1] Rate in effect subject to refund in Docket No. RI61-182.
[2] Deletes acreage assigned to Ocean Drilling & Exploration Co.
[3] Deletes acreage assigned to Delta Corp.
[4] No production has ever been attained from subject acreage and lease has expired by its own terms.
[5] Subject to upward and downward B.t.u. adjustment.
[6] Base rate of 18 cents less 0.273 cent downward B.t.u. adjustment.
[7] Applicant is filing to succeed to the properties of Amax Petroleum Corp. under subject docket. Certificate covers properties owned by Freddie Morgan Field et al. and Amax Petroleum Corp.
[8] Successor in interest to Continental Oil Co.
[9] Applicable rate for production from new acreage (sec. 35).
[10] Applicable rate for production from rededicated acreage (sec. 29).
[11] No permanent certificate issued; temporary authorization granted by letter order Oct. 23, 1964.
[12] Subject to upward B.t.u. adjustment.
[13] Amendment to the certificate filed to add interest of nonsignatory co-owners (Cities Service Oil Co. and Tom L. Ingram).
[14] Subject to deduction for compression should Buyer compress gas.
[15] Contractual rate is 19.5 cents per Mcf; however, Applicant agrees to accept certificate conditioned to 15 cents per Mcf.
[16] Applicant originally filed an application, as described in the notice issued Feb. 13, 1967, in Docket No. G-13103 et al., and published in the FEDERAL REGISTER on Feb. 22, 1967, 32 F.R. 3187, to continue in part the sale of natural gas authorized in Docket No. CI64-1147. Applicant has amended his application to request permission and approval to abandon the subject sale inasmuch as only oil is being produced from the acreage acquired by him.
[17] By letter filed May 19, 1967, Applicant agreed to accept a permanent certificate consistent with Opinion No. 468, as modified by Opinion No. 468-A.
[18] Production abandoned due to mechanical condition of the well bore.
[19] Base rate of 16 cents less 4.8 cents downward B.t.u. adjustment.
[20] By letter filed June 23, 1967, Applicant agreed to accept a permanent certificate consistent with Opinion No. 468, as modified by Opinion No. 468-A.
[21] Applicable to acreage acquired from Pan American Petroleum Corp.
[22] Applicable to acreage acquired from Champlin Petroleum Co.
[23] Rate in effect subject to refund in Docket No. RI67-449. An increase in rate to 17 cents has been filed for and suspended in Docket No. RI67-402.

[F.R. Doc. 67-7766; Filed, July 10, 1967; 8:45 a.m.]

See footnotes at end of table.

[Project No. 1971]

IDAHO POWER CO.

Oregon; Notice of Additional Land Withdrawal

JULY 5, 1967.

Idaho Power Co., on February 27, 1967, filed a supplemental map exhibit for Project No. 1971 in connection with the Pallette Junction-Hells Canyon 230-kv transmission line.

Conformable to the provisions of section 24 of the Act of June 10, 1920, as amended, notice is hereby given that the hereinafter described lands, insofar as title thereto remains in the United States, are from the date of filing of the exhibit, February 27, 1967, reserved from entry, location or other disposal under the laws of the United States until otherwise directed by the Commission or by Congress.

WILLAMETTE MERIDIAN

All portions of the following described subdivisions lying within 50 feet, on either side of the centerline survey of the transmission line right-of-way location as delimited on map, Supplemental Exhibit J and K (FPC No. 1971-220):

T. 3 S., R. 48 E.,
Sec. 36, SE¼SE¼.
T. 4 S., R. 48 E.,
Sec. 1, lots 1 and 2, SW¼NE¼, SE¼NW¼, N½SW¼, SW¼SW¼;
Sec. 8, lot 4;
Sec. 9, lot 1, SW¼NW¼, NE¼SW¼, N½SE¼;
Sec. 10, N½S½;
Sec. 11, NE¼NE¼, S½N½, N½SW¼;
Sec. 12, NW¼NW¼.
T. 3 S., R. 49 E. (unsurveyed),
Sec. 31, N½SW¼, SW¼SW¼, NW¼SE¼, S½SE¼;
Sec. 32, S½S½.
T. 4 S., R. 49 E. (unsurveyed),
Sec. 4, W½NE¼, N½NW¼;
Sec. 5, NE¼NE¼.

The general determination made by the Commission at its meeting of April 17, 1922 (2d Ann. FPC Rept. 128), with respect to lands reserved for power transmission line purposes, is applicable to those portions of the above-described lands occupied for that purpose only.

The area of United States land reserved by this notice is approximately 97.34 acres, all within the Wallowa-Whitman National Forest. Of this approximately 3.21 acres have been heretofore reserved for power purposes under Power Site Classification No. 78.

A copy of map, Exhibits J and K (FPC No. 1971-220) has been transmitted to the Bureau of Land Management, Geological Survey and Forest Service.

GORDON M. GRANT,
Secretary.

[F.R. Doc. 67-7906; Filed, July 10, 1967; 8:45 a.m.]

[Docket No. CP67-384]

UNION GAS SYSTEM, INC., AND CITIES SERVICE GAS CO.

Notice of Application

JULY 3, 1967.

Take notice that on June 27, 1967, Union Gas System, Inc. (Applicant), Post Office Box 347, Independence, Kans. 67301, filed in Docket No. CP67-384 an application pursuant to section 7(a) of the Natural Gas Act for an order of the Commission directing Cities Service Gas Co. (Respondent) to establish physical connection of its transportation facilities with the facilities proposed to be constructed by Applicant and to sell and deliver to Applicant volumes of natural gas for resale and distribution in the community of Hillsdale, Miami County, Kans., and environs, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant proposes to construct and operate a municipal natural gas distribution system in the community of Hillsdale and Applicant proposes to construct and operate, together with Respondent, approximately 1.8 miles of 3-inch lateral line facilities extending northward from a point of interconnection with Respondent's 20-inch transmission line to a connection at Hillsdale, serving four rural customers along said lateral. Applicant estimates the third year peak daily and peak annual natural gas requirements at 169 Mcf and 12,825 Mcf, respectively.

Applicant estimates the total cost of its proposed construction at approximately $42,343, said cost to be financed from funds on hand.

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) on or before July 31, 1967.

GORDON M. GRANT,
Secretary.

[F.R. Doc. 67-7907; Filed, July 10, 1967; 8:45 a.m.]

FEDERAL RESERVE SYSTEM

INSURED BANKS

Joint Call for Report of Condition

CROSS REFERENCE: For a document regarding the above-titled matter, see Federal Deposit Insurance Corporation, F.R. Doc. 67-7935, *supra*.

GENERAL SERVICES ADMINISTRATION

[Temp. Reg. E-9]

PROPERTY MANAGEMENT

Revised Replacement Standards for Furniture and Office Machines

To heads of Federal agencies:

1. *Purpose.* This regulation revises the replacement standards for furniture (office, household, and quarters, and institutional) and typewriters, and establishes standards for other office machines (manual and electric) in consonance with the objectives of the President, set forth in his memorandum of September 16, 1966, to heads of departments and agencies on cost reduction in procurement, supply, and property management.

2. *Effective date.* This regulation is effective June 30, 1967.

3. *Expiration date.* This regulation expires June 30, 1968, unless sooner revised or superseded. Prior to this expiration date, this regulation shall be codified, as appropriate, in the permanent regulations of GSA appearing in Title 41, CFR, Public Contracts and Property Management. Comments concerning the effect or impact of this regulation on agency operations or programs should be submitted to General Services Administration, Federal Supply Service, Office of Supply Management, Washington, D.C. 20405, no later than January 31, 1968, for consideration and possible incorporation into the permanent regulation.

4. *General.* Existing replacement standards have been reexamined in the light of the objectives in the President's memorandum with a view to extending the useful life of such equipment and thus avoiding new procurement. This can be realized through the use of servicing facilities provided substantially through GSA sources. The revised standards are designed to assure that repair or rehabilitation of existing furniture or office machines is effected to an optimum degree and that agencies assume a "make-do" attitude.

5. *Applicability.* The provisions of this regulation apply to all executive agencies. Other agencies are encouraged to use these standards so that maximum benefits may be realized.

6. *Furniture replacement standard.* Furniture shall not be replaced unless the estimated cost of repair or rehabilitation (based on GSA terms contracts), including any transportation expense, exceeds at least 75 percent of the cost of a new item of the same type and class (based on prices as shown in the current edition of the GSA Stock Catalog, applicable Federal Supply Schedules, or the lowest available market price). An exception is authorized in those unusual situations when rehabilitation of the furniture at 75 percent of the cost of a new item would not extend its useful life for a period compatible with the cost of rehabilitation, as determined by the agency head or his designee.

7. *Office machines replacement standard.* Replacement of office machines shall be in accordance with the standards prescribed in a and b, below. The acquisition cost of comparable machines may be obtained from applicable Federal Supply Schedules with due consideration given to prices obtainable when the quantities involved exceed the maximum order limitation. In such instances, price information, unless available within the agency, may be obtained from the contracting office indicated in the Schedule. Estimated repair or overhaul costs shall be obtained from contractors providing service under GSA term contracts where provided or at the lowest rate available from other sources. Cost obtained shall include transportation costs.

a. Electrically operated office machines (typewriters, adding machines,

comptometers, and desk calculators, excluding the electronic type) under 12 years of age or manually operated office machines under 15 years of age shall not be replaced unless:

(1) The estimated one-time repair or overhaul cost of a machine under 8 years of age exceed 50 percent of the replacement cost for a comparable new model, without regard to trade-in or sale value; or

(2) The estimated one-time repair or overhaul cost of a machine 8 years of age and over exceeds 25 percent of the replacement cost for a comparable new model, without regard to trade-in or sale value.

b. Notwithstanding the limitations prescribed in a, above, office machines may be replaced under the following conditions provided a written justification supporting such replacement is approved by the agency head or an authorized designee and is retained in the agency files:

(1) In those cases where there is a continuing history of breakdowns with corresponding loss of productivity through downtime. Judgments in these cases should be based upon personal knowledge of the machine operator or supervisor, and by repair records; or

(2) When office machines lack essential features required in the performance of a particular task which is continuing in nature and other suitable machines are not readily available. However, this condition shall not be used to support replacement of typewriters.

8. *Other issuances affected.* The replacement standards for typewriters in FPMR 101–25.403 and the replacement standards for furniture in FPMR 101–25.404 are superseded.

Dated: July 3, 1967.

LAWSON B. KNOTT, Jr.,
Administrator of General Services.

[F.R. Doc. 67-7941; Filed, July 10, 1967; 8:48 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[812-2132]

AMERICAN & FOREIGN POWER CO., INC.

Notice of Filing of Application Exempting Transactions Between Affiliated Persons

JULY 5, 1967.

Notice is hereby given that American & Foreign Power Co., Inc. ("Foreign Power"), 2 Rector Street, New York, N.Y., a Maine corporation, a registered closed-end nondiversified investment company, and a majority-owned subsidiary of Electric Bond and Share Co., has filed an application 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 the proposed purchase from Amercon Enterprises, Ltd. ("Amercon"), a wholly owned subsidiary of Foreign Power, by Aluminum Company of America ("Alcoa"), of all of Amercon's holdings of common stock of Aluminio, S.A. de C.V. ("Aluminio"). All interested persons are referred to the application, which is on file with the Commission, for a full statement of the representations therein, which are summarized below.

The proposed transaction. Amercon and Alcoa have entered into an agreement under which it is proposed that Alcoa will purchase Amercon's entire stock holdings, consisting of 14 percent of the common stock of Aluminio, 52,500 shares, for $35 per share or a total price of $1,837,500 plus any cash dividends accrued and unpaid at the closing date. Each share of common stock carries a coupon which will entitle Alcoa to a common stock dividend of two-thirds of a share per share.

Aluminio, a Mexican corporation which operates an aluminum smelter in Veracruz, Mexico, was formed by Amercon, Alcoa and Intercontinental S.A., a Mexican corporation, pursuant to agreements of September 25 and October 6, 1961. As part of this arrangement Amercon obtained the 52,500 shares which are the subject of this application at a cost equivalent to $420,000 or $8 per share and subordinate debentures in total principal amount of $3,150,000. As of the date of the application $1,925,000 principal amount of such debentures remained outstanding. As of December 31, 1966, Aluminio had consolidated assets of $16.9 million, outstanding long-term debt of $4.8 million (excluding current maturities), preferred stock with a total par value equivalent to $3.8 million, and common stock equity equivalent to $5.9 million.

Aluminio is an affiliated person of Foreign Power by virtue of Foreign Power's ownership of all of the capital stock of Amercon and Amercon's ownership of 14 percent of the common stock of Aluminio. Alcoa is an affiliated person of Aluminio by virtue of its ownership of 131,250 shares or 35 percent of the common stock of Aluminio. Alcoa also owns 368,750 shares (77.6 percent) of the preferred (nonvoting) stock of Aluminio.

Upon consummation of the proposed transaction, Alcoa will own 49 percent of the common stock of Aluminio, Intercontinental, S.A., will own 35 percent and other Mexican nationals will own 16 percent. Amercon will still own the $1,925,000 principal amount of Alumino subordinate debentures which the application states it is presently negotiating to sell to a third party. However, this is not part of the transaction for which an exemption is sought.

Commission jurisdiction. Section 17(a), as here pertinent, makes unlawful the purchase by Alcoa, an affiliated person of an affiliated person (Aluminio) of a registered investment company (Foreign Power), of any securities from Amercon (a company controlled by such registered investment company). The Commission may, upon application pursuant to section 17(b), grant an order exempting a transaction if it finds that the terms of the proposed transaction, including the consideration to be paid or received, are reasonable and fair and do not involve over-reaching on the part of any person concerned, that 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 Act, and is consistent with the general purposes of the Act.

Supporting statements. The application states that Aluminio's plant has a finished product capacity of 20,000 metric tons per year which is now completely absorbed by the Mexican and export markets; that the management of Aluminio has proposed doubling plant capacity, which expansion project it has been estimated will cost $13 million over a period ending in 1972 and that Amercon deemed it desirable to terminate its stock investment in Aluminio in view of the fact that Aluminio's contemplated expansion program which was to be financed by retained earnings made it extremely likely that Aluminio would continue reinvesting earnings rather than paying dividends.

The application also states that discussions were held with underwriting firms in Mexico and elsewhere with a view to the sale of Amercon's stock interest and a firm offer to purchase the shares at a price equal to $30 per share was made by a Mexican firm. Both Intercontinental, S.A., and Alcoa have the right of first refusal in respect to any contemplated sale of Amercon's Aluminio stock. After advising them that it was considering such a sale, Amercon, with the knowledge of Intercontinental, S.A., entered into direct negotiations with Alcoa which resulted in agreement upon a price of $35 per share. Intercontinental, S.A., advised Foreign Power that it did not wish to purchase any of these shares.

The application further states that it appeared to Amercon that the proposed transaction would be advantageous to it as the sale of stock could be effected without delay and at the same time the transaction should be advantageous to Alcoa, because it will permit Alcoa to strengthen its position in Aluminio.

The Series A–1 common stock of Aluminio which is identical to Amercon's stock, except that it is held by Mexican nationals only, is traded on the Mexico City Stock Exchange, and between January 1, 1967, and June 2, 1967, 11 transactions involving 1,300 shares were recorded, the low being $31.20 per share and the high $32 per share. From declaration on April 27, 1967, until June 2, 1967, there were no reported transactions in the stock dividend shares on a "when issued" basis and no reported transactions in the coupon attached to the certificates for the outstanding common stock, against the delivery of which coupon, certificates for the dividend shares will be issued.

In addition, the application states that there is no affiliation or other relationship between Electric Bond and Share Co., Foreign Power and Amercon on the one hand and Alcoa on the other, except

by reason of the respective holdings of the stock of Aluminio by Amercon and Alcoa and that the price and terms of sale are the result of negotiations at arm's-length between Amercon and Alcoa, and that each party, by virtue of its ownership position in Aluminio, has had an equal opportunity to evaluate Aluminio and reach its own conclusions concerning the value of the shares of common stock of Aluminio which are proposed to be transferred.

Notice is further given that any interested person may, not later than July 26, 1967, at 5:30 p.m., submit to the Commission in writing a request 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, or he may request that he be notified if the Commission shall order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. 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 applicant at the address stated above. Proof of such service (by affidavit or in case of an attorney at law by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0-5 of the rules and regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the information stated in said application, unless an order for hearing upon said application shall be issued upon request or upon the Commission's own motion. Persons who request advice as to whether a hearing is ordered will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS,
Secretary.

[FR. Doc. 67-7909; Filed, July 10, 1967; 8:45 a.m.]

[File Nos. 7-2710—7-2718]

CHROMALLOY AMERICAN CORP. ET AL.

Notice of Applications for Unlisted Trading Privileges and of Opportunity for Hearing

JULY 5, 1967.

In the matter of applications of the Philadelphia-Baltimore-Washington Stock Exchange, for unlisted trading privileges in certain securities.

The above-named national securities exchange has filed applications with the Securities and Exchange Commission pursuant to section 12(f)(1)(B) of the Securities Exchange Act of 1934 and Rule 12f-1 thereunder, for unlisted trading privileges in the common stocks of the following companies, which securities are listed and registered on one or more other national securities exchanges:

	File No.
Chromalloy American Corp.	7-2710
Consolidated Electronics Industries Corp	7-2711
Handy & Harman	7-2712
Ogden Corp.	7-2713
Pacific Petroleums, Ltd.	7-2714
Signal Oil & Gas Co.—Class A	7-2715
United Park City Mines Co.	7-2716
The Villager, Inc.	7-2717
White Consolidated Industries, Inc.	7-2718

Upon receipt of a request, on or before July 21, 1967, from any interested person, the Commission will determine whether the application with respect to any of the companies named shall be set down for hearing. Any such request should state briefly the title of the security in which he is interested, the nature of the interest of the person making the request, and the position he proposes to take at the hearing, if ordered. In addition, any interested person may submit his views or any additional facts bearing on any of the said applications by means of a letter addressed to the Secretary, Securities and Exchange Commission, Washington, D.C. 20549, not later than the date specified. If no one requests a hearing with respect to any particular application, such application will be determined by order of the Commission on the basis of the facts stated therein and other information contained in the official files of the Commission pertaining thereto.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 67-7910; Filed, July 10, 1967; 8:45 a.m.]

[File No. 7-2719]

GULF & WESTERN INDUSTRIES, INC.

Notice of Application for Unlisted Trading Privileges and of Opportunity for Hearing

JULY 5, 1967.

In the matter of application of the Pittsburgh Stock Exchange, for unlisted trading privileges in a certain security.

The above-named national securities exchange has filed an application with the Securities and Exchange Commission pursuant to section 12(f)(1)(B) of the Securities Exchange Act of 1934 and Rule 12f-1 thereunder, for unlisted trading privileges in the common stock of the following company, which security is listed and registered on one or more other national securities exchange:

Gulf & Western Industries, Inc.; File No. 7-2719.

Upon receipt of a request, on or before July 21, 1967, from any interested person, the Commission will determine whether the application shall be set down for hearing. Any such request should state briefly the nature of the interest of the person making the request and the position he proposes to take at the hearing, if ordered. In addition, any interested person may submit his views or any additional facts bearing on the said application by means of a letter addressed to the Secretary, Securities and Exchange Commission, Washington, D.C. 20549, not later than the date specified. If no one requests a hearing, this application will be determined by order of the Commission on the basis of the facts stated therein and other information contained in the official files of the Commission pertaining thereto.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 67-7911; Filed, July 10, 1967; 8:45 a.m.]

[File No. 7-2685]

LEAR SIEGLER, INC.

Notice of Application for Unlisted Trading Privileges and of Opportunity for Hearing

JULY 5, 1967.

In the matter of application of the Detroit Stock Exchange, for unlisted trading privileges in a certain security.

The above-named national securities exchange has filed an application with the Securities and Exchange Commission pursuant to section 12(f)(1)(B) of the Securities Exchange Act of 1934 and Rule 12f-1 thereunder, for unlisted trading privileges in the cumulative convertible preferred stock of the following company, which security is listed and registered on one or more other national securities exchange:

Lear Siegler, Inc.; File No. 7-2685.

Upon receipt of a request, on or before July 21, 1967, from any interested person, the Commission will determine whether the application shall be set down for hearing. Any such request should state briefly the nature of the interest of the person making the request and the position he proposes to take at the hearing, if ordered. In addition, any interested person may submit his views or any additional facts bearing on the said application by means of a letter addressed to the Secretary, Securities and Exchange Commission, Washington, D.C. 20549, not later than the date specified. If no one requests a hearing, this application will be determined by order of the Commission on the basis of the facts stated therein and other information contained in the official files of the Commission pertaining thereto.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 67-7912; Filed, July 10, 1967; 8:45 a.m.]

[File No. 2720]

LITTON INDUSTRIES, INC.

Notice of Application for Unlisted Trading Privileges and of Opportunity for Hearing

JULY 5, 1967.

In the matter of application of the Midwest Stock Exchange, for unlisted trading privileges in a certain security.

The above-named national securities exchange has filed an application with the Securities and Exchange Commission pursuant to section 12(f)(1)(B) of the Securities Exchange Act of 1934 and Rule 12f-1 thereunder, for unlisted trading privileges in the convertible preference stock of the following company, which security is listed and registered on one or more other national securities exchange:

Litton Industries, Inc.; File No. 2720.

Upon receipt of a request, on or before July 21, 1967, from any interested person, the Commission will determine whether the application shall be set down for hearing. Any such request should state briefly the nature of the interest of the person making the request and the position he proposes to take at the hearing, if ordered. In addition, any interested person may submit his views or any additional facts bearing on the said application by means of a letter addressed to the Secretary, Securities and Exchange Commission, Washington, D.C. 20549, not later than the date specified. If no one requests a hearing, this application will be determined by order of the Commission on the basis of the facts stated therein and other information contained in the official files of the Commission pertaining thereto.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 67-7913; Filed, July 10, 1967; 8:45 a.m.]

[File Nos. 7-2721—7-2725]

JONATHAN LOGAN, INC., ET AL.

Notice of Applications for Unlisted Trading Privileges and of Opportunity for Hearing

JULY 5, 1967.

In the matter of applications of the Boston Stock Exchange, for unlisted trading privileges in certain securities.

The above-named national securities exchange has filed applications with the Securities and Exchange Commission pursuant to section 12(f)(1)(B) of the Securities Exchange Act of 1934 and Rule 12f-1 thereunder, for unlisted trading privileges in the common stocks of the following companies, which securities are listed and registered on one or more other national securities exchanges:

	File No.
Jonathan Logan, Inc.	7-2721
Northrop Corp.	7-2722
U.S. Plywood-Champion Papers, Inc.	7-2723
United States Gypsum Co.	7-2724
Whirlpool Corp.	7-2725

Upon receipt of a request, on or before July 21, 1967, from any interested person, the Commission will determine whether the application with respect to any of the companies named shall be set down for hearing. Any such request should state briefly the title of the security in which he is interested, the nature of the interest of the person making the request, and the position he proposes to take at the hearing, if ordered. In addition, any interested person may submit his views or any additional facts bearing on any of the said applications by means of a letter addressed to the Secretary, Securities and Exchange Commission, Washington, D.C. 20549, not later than the date specified. If no one requests a hearing with respect to any particular application, such application will be determined by order of the Commission on the basis of the facts stated therein and other information contained in the official files of the Commission pertaining thereto.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 67-7914; Filed, July 10, 1967; 8:45 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 416]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

JULY 6, 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 61403 (Sub-No. 170 TA), filed June 30, 1967. Applicant: THE MASON AND DIXON TANK LINES, INC., Eastman Road, Post Office Box 47 (37662), Kingsport, Tenn. 37664. Applicant's representative: Charles E. Cox, Kingsport, Tenn. 37662. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Polyvinol alcohol*, dry, in bulk, in tank vehicles, from Atlanta, Ga., to Gaffney, S.C., for 180 days. Supporting shipper: Seydel-Woolley & Co., Post Office Box 2345, Atlanta, Ga. 30318. Send protests to J. E. Gamble, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 706 U.S. Courthouse, Nashville, Tenn. 37203.

No. MC 118159 (Sub-No. 39 TA), filed June 30, 1967. Applicant: EVERETT LOWRANCE, 4916 Jefferson Highway, Post Office Box 10216, New Orleans, La. 70121. Applicant's representative: Harold R. Ainsworth, 2307 American Bank Building, New Orleans, La. 70130. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pies*, and *bakery goods*, both frozen and unfrozen, from Tulsa, Okla., to points in the United States (except Alaska and Hawaii), for 180 days. Supporting shipper: Bama Pie Co., Inc., 2745 East 11th Street, Tulsa, Okla. 73117. Send protests to: W. R. Atkins, District Supervisor, Interstate Commerce Commission, Bureau of Operations, T-4009 Federal Office Building, 701 Loyola Avenue, New Orleans, La. 70113.

No. MC 124692 (Sub-No. 39 TA), filed June 30, 1967. Applicant: SAMMONS TRUCKING, Post Office Box 933, Missoula, Mont. 59801. Applicant's representative: Charles E. Nieman, Nieman & Bosard, 1160 Northwestern Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron and steel articles*, from Salt Lake City, Utah, to the jobsite of the Great Northern Railway Relocation Tunnel at Libby Damsite, near Trego, Mont., for 150 days. Supporting shipper: Commercial Shearing & Stamping Co., Youngstown, Ohio 44501. Send protests to: Paul J. Labane, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 251 U.S. Post Office Building, Billings, Mont. 59101.

No. MC 126441 (Sub-No. 4 TA), filed June 29, 1967. Applicant: J. T. DAILEY, doing business as J. & J. COMPANY, Cuthbert, Ga. 31740. Applicant's representative: Guy H. Postell, Suite 693, 1375 Peachtree Street NE., Atlanta, Ga. 30309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber* (except plywood and veneer) *and wooden pallets*, over irregular routes from Cuthbert, Ga., to points in Alabama and Florida, for 180 days. Supporting shippers: Burgin Lumber Co., Cuthbert, Ga., and Arlington Box Co., Box 179, Cuthbert, Ga. Send protests to: William L. Scroggs, District

Supervisor, Bureau of Operations, Interstate Commerce Commission, Room 300, 680 West Peachtree Street NW., Atlanta, Ga. 30308.

No. MC 128431 (Sub-No. 1 TA), filed June 28, 1967. Applicant: MARION F. ALDERMAN, doing business as MARVEL TRUCKING, Post Office Box 276, Idanha, Oreg. 97350. Applicant's representative: Marion F. Alderman, Post Office Box 276, Idanha, Oreg. 97350. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wood chips* from Fox Valley at Lyons, Oreg., to Vancouver, Wash., for 150 days. Supporting shipper: Cedar Lumber, Inc., Post Office Box 275, Mill City, Oreg. Send protests to: A. E. Odoms, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 450 Multnomah Building, Portland, Oreg. 97204.

No. MC 128814 (Sub-No. 5 TA), filed June 29, 1967. Applicant: TRI-STATE MOTOR TRANSIT CO. (Lessee: H. Messick, Inc., Post Office Box 113, East on Interstate Business Route 44, Joplin, Mo. 64801. Applicant's representative: Max G. Morgan, Morgan, Dykeman & Williamson, 450 American National Building, Oklahoma City, Okla. 73102. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Explosives, blasting agents, and supplies*, between Hampton and St. Paul, Minn., and points within 5 miles of each, on the one hand, and, on the other, North Dakota, South Dakota, Iowa, Minnesota, Wisconsin, and the Northern Peninsula of Michigan, for 180 days. Supporting shipper: Hercules Inc., Suite 500, 120 Oakbrook Center Mall, Oak Brook, Ill. 60521. Send protests to: John V. Barry, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 1100 Federal Office Building, 911 Walnut Street, Kansas City, Mo. 64106.

No. MC 129208 TA, filed June 28, 1967. Applicant: CHARLES MEARS, doing business as MEARS DELIVERY SERVICE, 2120 North Vanpelt Street, Philadelphia, Pa. 19121. Applicant's representative: Mr. L. W. Harris (same as above). Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Electrical equipment, appliances, and furnishing* used in restaurants, between Philadelphia, Pa., and points within 35 miles thereof, on the one hand, and, on the other, points in New York, New Jersey, Delaware, Maryland, Pennsylvania, Virginia, and Washington, D.C., for 180 days. Supporting shippers: United Freezers of Pennsylvania, Inc., Philadelphia, Pa., Natpac Inc., Ozone Park, N.Y., Admiral Corp., Philadelphia, Pa. Send protests to: Ross A. Davis, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 900 U.S. Customhouse, Second and Chestnut Streets, Philadelphia, Pa. 19106.

No. MC 129211 (Sub-No. 1 TA), filed June 30, 1967. Applicant: Mariann Burn and Charles W. Burn, doing business as M. C. B. COMPANY, Vanderberg and Railroad Avenue, Marlboro, N.J. 07746. Applicants representative: Bowes & Millner, 1060 Broad Street, Newark, N.J. 07102. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Dinnerware* and *reproduced paintings*, between Marlboro, N.J., on the one hand, and, on the other, New York, N.Y., and Philadelphia, Pa., restricted to transportation under contract with George E. Weigl Co., New York, N.Y., for 150 days. Supporting shipper: George E. Weigl Co., 230 Fifth Avenue, New York, N.Y. 10001. Send protests to: District Supervisor, Raymond T. Jones, Interstate Commerce Commission, Bureau of Operations, 410 Post Office Building, 402 East State Street, Trenton, N.J. 08608.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-7942; Filed, July 10 1967; 8:48 a.m.]

FOURTH SECTION APPLICATION FOR RELIEF

Correction

In F.R. Doc. 67-7465, appearing at page 9343 of the issue for Friday, June 30, 1967, the FSA number in the second paragraph should read "FSA No. 41060".

CUMULATIVE LIST OF PARTS AFFECTED—JULY

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published to date during July.

3 CFR

	Page
PROCLAMATIONS:	
3790	9803
3791	10047
EXECUTIVE ORDERS:	
9979 (See EO 11360)	9787
9988 (See EO 11360)	9787
10001 (See EO 11360)	9787
10008 (See EO 11360)	9787
10202 (See EO 11360)	9787
10292 (See EO 11360)	9787
10363 (See EO 11360)	9787
10366 (See EO 11360)	9787
10469 (See EO 11360)	9787
10562 (See EO 11360)	9787
10659 (See EO 11360)	9787
10714 (See EO 11360)	9787
10735 (See EO 11360)	9787
10809 (See EO 11360)	9787
10984 (See EO 11360)	9787
11098 (See EO 11360)	9787
11188 (See EO 11360)	9787
11241 (See EO 11360)	9787
11266 (See EO 11360)	9787
11278 (Amended by EO 11359)	10049
11350 (See EO 11360)	9787
11359A	10049
11360	9787
11361	10153

5 CFR

	Page
213	9493, 9605, 9807
294	9493
511	9605
534	9605
550	9807

7 CFR

	Page
1	9605
301 (3 documents)	9496, 9499, 9507
354	9945
370	9606
412	9816
601	10155
717	9946
718	9507
722	9608
725	9817
728	9819
751	9821
798	9608
811	9949
900	9610, 9821
905	9508, 10051
908	9508, 10051
910	9509, 10052
911	9822
915	10156
916	9612
917	9822
944	10052
980	9509
1032	9612
1073	9510
1104	9823
1132	9823
1421	9612, 9824, 10052, 10057
1446	9950
1464	9826
1474	9510
1520	9827
1701	9613
1804	9828
1813	9614
2101	9615
PROPOSED RULES:	
51	10084, 10090, 10097
958	9835
1001	9902
1004	9836
1015	9902
1032	10203
1050	10203
1062	10203
1067	9691, 10203
1090	9977
1101	9977
1102	9691

7 CFR—Continued

PROPOSED RULES—Continued

8 CFR

9 CFR

10 CFR

PROPOSED RULES:

12 CFR

13 CFR

PROPOSED RULES:

14 CFR

PROPOSED RULES:

15 CFR

16 CFR

PROPOSED RULES:

17 CFR

18 CFR

PROPOSED RULES:

19 CFR

20 CFR

21 CFR

PROPOSED RULES:

22 CFR

23 CFR

24 CFR

25 CFR

26 CFR

27 CFR

PROPOSED RULES:

28 CFR

29 CFR

PROPOSED RULES:

31 CFR

32 CFR