

ensure its consistency with the regulatory philosophy and principles set forth in Executive Order 12866. This rulemaking updating the provisions of 22 CFR part 34 is part of the Department of State's retrospective review, mandated by EO 13563. The benefit of the rulemaking is that in certain instances email notification of debt provides a more effective and efficient delivery mechanism than first class mail. This is particularly the case for the Department's global and mobile workforce. Postage costs are also eliminated by leveraging the Department's messaging system in lieu of first class mail delivery.

*Executive Order 12988:* The Department has reviewed this regulation in light of sections 3(a) and 3(b)(2) of Executive Order 12988, Civil Justice Reform, to eliminate ambiguity, minimize litigation, establish clear legal standards, and reduce burden.

*Executive Orders 13132 and 12372:* This regulation will not have substantial direct effects on the States, the relationship between the National Government and the States, or on the distribution of power and responsibilities among the various levels of government. Therefore, the Department determines that this rule does not have sufficient federalism implications to require consultations or warrant the preparation of a federalism summary impact statement. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on federal programs and activities do not apply to this regulation.

*Executive Order 13175:* The Department has determined that this rulemaking will not have tribal implications, will not impose substantial direct compliance costs on Indian tribal governments, and will not pre-empt tribal law. Accordingly, the requirements of Executive Order 13175 do not apply to this rulemaking.

*Paperwork Reduction Act:* This rule does not impose any new or revised reporting or recordkeeping requirements subject to the Paperwork Reduction Act, 44 U.S.C. chapter 35.

#### List of Subjects in 22 CFR Part 34

Administrative practice and procedure, Claims, Debts, Garnishment of wages, Government employee, Hearing and appeal procedures, Pay administration, Salaries, Wages.

Accordingly, for the reasons stated in the preamble, 22 CFR part 34 is amended as follows:

## PART 34—DEBT COLLECTION

- 1. The authority citation for part 34 is revised to read as follows:

**Authority:** 31 U.S.C. 3701–3719; 5 U.S.C. 5514; 31 CFR part 285; 31 CFR parts 900–904; 5 CFR part 550, subpart K.

- 2. Revise paragraph (a) of § 34.8 to read as follows:

#### § 34.8 Notice and demand for payment.

(a) STATE shall promptly hand deliver, send by first class mail to the debtor's most current address in the records of STATE, or, in appropriate circumstances, send by electronic mail to the debtor's most current address in the records of STATE, at least one written notice. Written demand under this subpart may be preceded by other appropriate actions under this part and or the FCCS, including but not limited to actions taken under the procedures applicable to administrative offset, including salary offset.

\* \* \* \* \*

#### § 34.7 [Amended]

- 3. Remove paragraph (a)(7) from § 34.7.

- 4. Revise the introductory text of § 34.13 to read as follows:

#### § 34.13 Notice requirements before offset.

Except as provided in § 34.16, salary offset deductions will not be made unless STATE first provides the employee with a written notice that he/she owes a debt to the Federal Government at least 30 calendar days before salary offset is to be initiated. When STATE is the creditor agency, this notice of intent to offset an employee's salary shall be hand-delivered or sent by electronic mail to the employee's STATE issued electronic mail address and will state:

\* \* \* \* \*

Dated: May 30, 2014.

**Patrick F. Kennedy,**

*Under Secretary of State for Management.*

[FR Doc. 2014–14505 Filed 6–19–14; 8:45 am]

**BILLING CODE 4710–37–P**

## AGENCY FOR INTERNATIONAL DEVELOPMENT

### 22 CFR Part 235

#### Hashemite Kingdom of Jordan Loan Guarantees Issued Under the Further Continuing Appropriations Act, 2014—Standard Terms and Conditions

**AGENCY:** Agency for International Development (USAID).

**ACTION:** Final rule.

**SUMMARY:** This regulation prescribes the procedures and standard terms and conditions applicable to loan guarantees to be issued for the benefit of the Hashemite Kingdom of Jordan pursuant Section 7041(g)(1)(A) of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2014.

**DATES:** Effective June 19, 2014.

**FOR FURTHER INFORMATION CONTACT:** D. Bruce McPherson, Office of General Counsel, U.S. Agency for International Development, Washington, DC 20523–6601; tel. 202–712–1611, fax 202–216–3055.

**SUPPLEMENTARY INFORMATION:** Pursuant to the Section 7041(g)(1)(A) of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2014 (Div. K, Pub. L. 113–76), the United States of America, acting through the U.S. Agency for International Development, may issue certain loan guarantees applicable to sums borrowed by the Hashemite Kingdom of Jordan (the “Borrower”), not exceeding an aggregate total of U.S. \$1.25 billion in principal amount. Upon issuance, the loan guarantees shall ensure the Borrower's repayment of 100% of principal and interest due under such loans and the full faith and credit of the United States of America shall be pledged for the full payment and performance of such guarantee obligations.

This rulemaking document is not subject to rulemaking under 5 U.S.C. 553 or to regulatory review under Executive Order 12866 because it involves a foreign affairs function of the United States. The provisions of the Paperwork Reduction Act (44 U.S.C. 3501 *et seq.*) do not apply.

#### List of subjects in 22 CFR Part 235

Foreign aid, Foreign relations, Guaranteed loans, Loan programs-foreign relations.

#### Authority and Issuance

Accordingly, a new Part 235 is added to Title 22, Chapter II, of the Code of Federal Regulations, as follows:

## PART 235—HASHEMITE KINGDOM OF JORDAN LOAN GUARANTEES ISSUED UNDER THE FURTHER CONTINUING APPROPRIATIONS ACT, 2014, DIV. F, PUB. L. 113–6—STANDARD TERMS AND CONDITIONS

Sec.

235.1 Purpose.

235.2 Definitions.

235.3 The Guarantee.

235.4 Guarantee eligibility.

235.5 Non-impairment of the Guarantee.

- 235.6 Transferability of Guarantee; Note Register.  
 235.7 Fiscal Agent obligations.  
 235.8 Event of Default; Application for Compensation; payment.  
 235.9 No acceleration of Eligible Notes.  
 235.10 Payment to USAID of excess amounts received by a Noteholder.  
 235.11 Subrogation of USAID.  
 235.12 Prosecution of claims.  
 235.13 Change in agreements.  
 235.14 Arbitration.  
 235.15 Notice.  
 235.16 Governing Law.  
 Appendix A to Part 235—Application for Compensation

**Authority:** Sec. 7041(g)(1)(A), Div. K, Pub. L. 113–76, 128 Stat. 5.

### § 235.1 Purpose.

The purpose of the regulations in this part is to prescribe the procedures and standard terms and conditions applicable to loan guarantees issued for the benefit of the Borrower, pursuant to Section 7041(g)(1)(A) of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2014 (Div. K, Pub. L. 113–76). The loan guarantees will be issued as provided herein pursuant to the Loan Guarantee Agreement, dated May 5, 2014, between the United States of America and the Hashemite Kingdom of Jordan (the “Loan Guarantee Agreement”). The loan guarantee will apply to sums borrowed during a period beginning on the date that the Loan Guarantee Agreement enters into force and ending thirty days after such date, not exceeding an aggregate total of one billion United States Dollars (\$1,000,000,000) in principal amount. The loan guarantees shall ensure the Borrower’s repayment of 100% of principal and interest due under such loans. The full faith and credit of the United States of America is pledged for the full payment and performance of such guarantee obligations.

### § 235.2 Definitions.

Wherever used in the standard terms and conditions set out in this part:

*Applicant* means a Noteholder who files an Application for Compensation with USAID, either directly or through the Fiscal Agent acting on behalf of a Noteholder.

*Application for Compensation* means an executed application in the form of Appendix A to this part which a Noteholder, or the Fiscal Agent on behalf of a Noteholder, files with USAID pursuant to § 235.8.

*Borrower* means the Hashemite Kingdom of Jordan.

*Business Day* means any day other than a day on which banks in New York, NY are closed or authorized to be

closed or a day which is observed as a federal holiday in Washington, DC, by the United States Government.

*Date of Application* means the date on which an Application for Compensation is actually received by USAID pursuant to § 235.15.

*Defaulted Payment* means, as of any date and in respect of any Eligible Note, any Interest Amount and/or Principal Amount not paid when due.

*Eligible Note(s)* means [a] Note[s] meeting the eligibility criteria set out in § 235.4.

*Fiscal Agency Agreement* means the agreement among USAID, the Borrower and the Fiscal Agent pursuant to which the Fiscal Agent agrees to provide fiscal agency services in respect of the Note[s], a copy of which Fiscal Agency Agreement shall be made available to Noteholders upon request to the Fiscal Agent.

*Fiscal Agent* means the bank or trust company or its duly appointed successor under the Fiscal Agency Agreement which has been appointed by the Borrower with the consent of USAID to perform certain fiscal agency services for specified Eligible Note[s] pursuant to the terms of the Fiscal Agency Agreement.

*Further Guaranteed Payments* means the amount of any loss suffered by a Noteholder by reason of the Borrower’s failure to comply on a timely basis with any obligation it may have under an Eligible Note to indemnify and hold harmless a Noteholder from taxes or governmental charges or any expense arising out of taxes or any other governmental charges relating to the Eligible Note in the country of the Borrower.

*Guarantee* means the guarantee of USAID issued pursuant to this part and Section 7041(g)(1)(A) of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2014 (Div. K, Pub. L. 113–76).

*Guarantee Payment Date* means a Business Day not more than three (3) Business Days after the related Date of Application.

*Interest Amount* means for any Eligible Note the amount of interest accrued on the Principal Amount of such Eligible Note at the applicable Interest Rate.

*Interest Rate* means the interest rate borne by an Eligible Note.

*Loss of Investment* means, in respect of any Eligible Note, an amount in Dollars equal to the total of the:

- (1) Defaulted Payment unpaid as of the Date of Application,
- (2) Further Guaranteed Payments unpaid as of the Date of Application, and

(3) Interest accrued and unpaid at the Interest Rate(s) specified in the Eligible Note(s) on the Defaulted Payment and Further Guaranteed Payments, in each case from the date of default with respect to such payment to and including the date on which full payment thereof is made to the Noteholder.

*Note[s]* means any debt securities issued by the Borrower.

*Noteholder* means the owner of an Eligible Note who is registered as such on the Note Register.

*Note Register* means the register of Eligible Notes required to be maintained by the Fiscal Agent.

*Person* means any legal person, including any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

*Principal Amount* means the principal amount of the Eligible Notes issued by the Borrower. For purposes of determining the principal amount of the Eligible Notes issued by the Borrower, the principal amount of each Eligible Note shall be the stated principal amount thereof.

*USAID* means the United States Agency for International Development or its successor.

### § 235.3 The Guarantee.

Subject to the terms and conditions set out in this part, the United States of America, acting through USAID, guarantees to Noteholders the Borrower’s repayment of 100 percent of principal and interest due on Eligible Notes. Under the Guarantee, USAID agrees to pay to any Noteholder compensation in Dollars equal to such Noteholder’s Loss of Investment under its Eligible Note; provided, however, that no such payment shall be made to any Noteholder for any such loss arising out of fraud or misrepresentation for which such Noteholder is responsible or of which it had knowledge at the time it became such Noteholder. The Guarantee shall apply to each Eligible Note registered on the Note Register required to be maintained by the Fiscal Agent.

### § 235.4 Guarantee eligibility.

(a) Eligible Notes only are guaranteed hereunder. Notes in order to achieve Eligible Note status:

- (1) Must be signed on behalf of the Borrower, manually or in facsimile, by a duly authorized representative of the Borrower;
- (2) Must contain a certificate of authentication manually executed by a

Fiscal Agent whose appointment by the Borrower is consented to by USAID in the Fiscal Agency Agreement; and

(3) Shall be approved and authenticated by USAID by either:

(i) The affixing by USAID on the Notes of a guarantee legend incorporating these Standard Terms and Conditions signed on behalf of USAID by either a manual signature or a facsimile signature of an authorized representative of USAID or

(ii) The delivery by USAID to the Fiscal Agent of a guarantee certificate incorporating these Standard Terms and Conditions signed on behalf of USAID by either a manual signature or a facsimile signature of an authorized representative of USAID.

(b) The authorized USAID representatives for purposes of the regulations in this part whose signature(s) shall be binding on USAID shall include the USAID Chief and Deputy Chief Financial Officer, Assistant Administrator and Deputy, Bureau for Economic Growth, Education, and Environment, Director and Deputy Director, Office of Development Credit, and such other individual(s) designated in a certificate executed by an authorized USAID Representative and delivered to the Fiscal Agent. The certificate of authentication of the Fiscal Agent issued pursuant to the Fiscal Agency Agreement shall, when manually executed by the Fiscal Agent, be conclusive evidence binding on USAID that an Eligible Note has been duly executed on behalf of the Borrower and delivered.

**§ 235.5 Non-impairment of the Guarantee.**

After issuance of the Guarantee, the Guarantee will be an unconditional, full faith and credit obligation of the United States of America and will not be affected or impaired by any subsequent condition or event. This non-impairment of the guarantee provision shall not, however, be operative with respect to any loss arising out of fraud or misrepresentation for which the claiming Noteholder is responsible or of which it had knowledge at the time it became a Noteholder. In particular and without limitation, the Guarantee shall not be affected or impaired by:

(a) Any defect in the authorization, execution, delivery or enforceability of any agreement or other document executed by a Noteholder, USAID, the Fiscal Agent or the Borrower in connection with the transactions contemplated by this Guarantee or

(b) The suspension or termination of the program pursuant to which USAID

is authorized to guarantee the Eligible Notes.

**§ 235.6 Transferability of Guarantee; Note Register.**

A Noteholder may assign, transfer or pledge an Eligible Note to any Person. Any such assignment, transfer or pledge shall be effective on the date that the name of the new Noteholder is entered on the Note Register required to be maintained by the Fiscal Agent pursuant to the Fiscal Agency Agreement. USAID shall be entitled to treat the Persons in whose names the Eligible Notes are registered as the owners thereof for all purposes of the Guarantee and USAID shall not be affected by notice to the contrary.

**§ 235.7 Fiscal Agent obligations.**

Failure of the Fiscal Agent to perform any of its obligations pursuant to the Fiscal Agency Agreement shall not impair any Noteholder's rights under the Guarantee, but may be the subject of action for damages against the Fiscal Agent by USAID as a result of such failure or neglect. A Noteholder may appoint the Fiscal Agent to make demand for payment on its behalf under the Guarantee.

**§ 235.8 Event of Default; Application for Compensation; payment.**

At any time after an Event of Default, as this term is defined in an Eligible Note, any Noteholder hereunder, or the Fiscal Agent on behalf of a Noteholder hereunder, may file with USAID an Application for Compensation in the form provided in Appendix A to this part. USAID shall pay or cause to be paid to any such Applicant any compensation specified in such Application for Compensation that is due to the Applicant pursuant to the Guarantee as a Loss of Investment not later than the Guarantee Payment Date. In the event that USAID receives any other notice of an Event of Default, USAID may pay any compensation that is due to any Noteholder pursuant to the Guarantee, whether or not such Noteholder has filed with USAID an Application for Compensation in respect of such amount.

**§ 235.9 No acceleration of Eligible Notes.**

Eligible Notes shall not be subject to acceleration, in whole or in part, by USAID, the Noteholder or any other party. USAID shall not have the right to pay any amounts in respect of the Eligible Notes other than in accordance with the original payment terms of such Eligible Notes.

**§ 235.10 Payment to USAID of excess amounts received by a Noteholder.**

If a Noteholder shall, as a result of USAID paying compensation under the Guarantee, receive an excess payment, it shall refund the excess to USAID.

**§ 235.11 Subrogation of USAID.**

In the event of payment by USAID to a Noteholder under the Guarantee, USAID shall be subrogated to the extent of such payment to all of the rights of such Noteholder against the Borrower under the related Note.

**§ 235.12 Prosecution of claims.**

After payment by USAID to an Applicant hereunder, USAID shall have exclusive power to prosecute all claims related to rights to receive payments under the Eligible Notes to which it is thereby subrogated. If a Noteholder continues to have an interest in the outstanding Eligible Notes, such a Noteholder and USAID shall consult with each other with respect to their respective interests in such Eligible Notes and the manner of and responsibility for prosecuting claims.

**§ 235.13 Change in agreements.**

No Noteholder will consent to any change or waiver of any provision of any document contemplated by the Guarantee without the prior written consent of USAID.

**§ 235.14 Arbitration.**

Any controversy or claim between USAID and any Noteholder arising out of the Guarantee shall be settled by arbitration to be held in Washington, DC in accordance with the then prevailing rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

**§ 235.15 Notice.**

Any communication to USAID pursuant to the Guarantee shall be in writing in the English language, shall refer to the Hashemite Kingdom of Jordan Loan Guarantee Number inscribed on the Eligible Note and shall be complete on the day it shall be actually received by USAID at the Office of Development Credit, Bureau for Economic Growth, Education and Environment, United States Agency for International Development, Washington, DC 20523-0030. Other addresses may be substituted for the above upon the giving of notice of such substitution to each Noteholder by first class mail at the address set forth in the Note Register.

§ 235.16 Governing Law.

The Guarantee shall be governed by and construed in accordance with the laws of the United States of America governing contracts and commercial transactions of the United States Government.

Appendix A to Part 235—Application for Compensation United States Agency for International Development Washington, DC 20523

Ref: Guarantee dated as of \_\_\_\_, 20\_\_ :  
Gentlemen: You are hereby advised that payment of \$ \_\_\_\_ (consisting of \$ \_\_\_\_ of principal, \$ \_\_\_\_ of interest and \$ \_\_\_\_ in Further Guaranteed Payments, as defined in § 235.2 of the Standard Terms and Conditions of the above-mentioned Guarantee) was due on \_\_\_\_, 20\_\_, on \$ \_\_\_\_ Principal Amount of Notes issued by Hashemite Kingdom of Jordan (the "Borrower") held by the undersigned. Of such amount \$ \_\_\_\_ was not received on such date and has not been received by the undersigned at the date hereof. In accordance with the terms and provisions of the above-mentioned Guarantee, the undersigned hereby applies, under § 235.8 of said Guarantee, for payment of \$ \_\_\_\_, representing \$ \_\_\_\_, the Principal Amount of the presently outstanding Note(s) of the Borrower held by the undersigned that was due and payable on \_\_\_\_ and that remains unpaid, and \$ \_\_\_\_, the Interest Amount on such Note(s) that was due and payable by the Borrower on \_\_\_\_ and that remains unpaid, and \$ \_\_\_\_ in Further Guaranteed Payments,<sup>1</sup> plus accrued and unpaid interest thereon from the date of default with respect to such payments to and including the date payment in full is made by you pursuant to said Guarantee, at the rate of \_\_\_\_ % per annum, being the rate for such interest accrual specified in such Note. Such payment is to be made at [state payment instructions of Noteholder].

All capitalized terms herein that are not otherwise defined shall have the meanings assigned to such terms in the Standard Terms and Conditions of the above-mentioned Guarantee.

[Name of Applicant]

By: \_\_\_\_\_

Name:

Title:

Dated:

Dated: June 17, 2014.

D. Bruce McPherson,

Attorney Advisor, Office of the General Counsel, U.S. Agency for International Development.

[FR Doc. 2014-14446 Filed 6-19-14; 8:45 am]

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<sup>1</sup> In the event the Application for Compensation relates to Further Guaranteed Payments, such Application must also contain a statement of the nature and circumstances of the related loss.

DEPARTMENT OF DEFENSE

Department of the Air Force

32 CFR Part 989

Environmental Impact Analysis Process (EIAP); Correction

AGENCY: Department of the Air Force, DoD.

ACTION: Final rule; technical corrections.

SUMMARY: This document contains technical correction amendments to the Air Force EIAP regulation codified at 32 CFR Part 989. The rule relates to the Air Force process for compliance with the National Environmental Policy Act (NEPA) and Executive Order (E.O.) 12114, *Environmental Effects Abroad of Major Federal Actions*.

DATES: *Effective Date:* June 20, 2014.

FOR FURTHER INFORMATION CONTACT: Mr. Jack Bush (HQ USAF/A7CI), 1260 Air Force Pentagon, Washington, DC 20330-1260, (703) 614-0237.

SUPPLEMENTARY INFORMATION: The final rule that is the subject of these corrections administratively changes responsibilities of the Deputy Assistant Secretary of the Air Force for Environment, Safety and Occupational Health to the Deputy Assistant Secretary of the Air Force for Installations. This document contains administrative documentation of internal realignment and redistribution of responsibilities within the organization of the Office of the Assistant Secretary of the Air Force for Installations and Energy (SAF/IE) that pertain to official functions codified in this Part. The functions themselves remain unchanged and continue to be performed by principals within SAF/IE.

Administrative Procedure Act

The Air Force has determined that the Administrative Procedure Act, 5 U.S.C. 553, does not require notice of proposed rulemaking and an opportunity for public participation in connection with these corrections. In this regard, the Air Force notes that such notice and opportunity for comment is unnecessary because these corrections are related solely to agency organization, procedure and practice and make technical corrections. Accordingly, the Air Force finds good cause to make these corrections effective immediately upon publication in the **Federal Register**. 5 U.S.C. 553(b)(B), 553(d)(3).

List of Subjects in 32 CFR Part 989

Environmental assessments, Environmental impact statements, Reporting and recordkeeping requirements.

Accordingly, 32 CFR Part 989 is corrected by making the following amendments:

PART 989—ENVIRONMENTAL IMPACT ANALYSIS PROCESS (EIAP)

■ 1. The authority citation for part 989 continues to read as follows:

Authority: 10 U.S.C. 8013.

■ 2. In § 989.3, revise the introductory text of paragraph (a)(1) to read as follows:

§ 989.3 Responsibilities.

(a) \* \* \*

(1) The Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI). \* \* \* \* \*

■ 3. In § 989.4, paragraph (h), revise the second sentence to read as follows:

§ 989.4 Initial considerations.

\* \* \* \* \*

(h) \* \* \* Formal arrangements with foreign governments concerning environmental matters and communications with foreign governments concerning environmental agreements will be coordinated with the Department of State by the Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) through the Deputy Under Secretary of Defense (Installations & Environment). \* \* \*

■ 4. In § 989.5, revise paragraph (d) to read as follows:

§ 989.5 Organizational relationships.

\* \* \* \* \*

(d) To ensure timely initiation of the EIAP, SAF/AQ forwards information copies of all Mission Need Statements and System Operational Requirements Documents to SAF/IEI, HQ USAF/A7CI (or NGB/A7CV), the Air Force Medical Operations Agency, Aerospace Medicine Office (AFMOA/SG), and the affected MAJCOM EPFs.

\* \* \* \* \*

■ 5. In § 989.14, revise paragraph (h) to read as follows:

§ 989.14 Environmental assessment.

\* \* \* \* \*

(h) EAs and accompanying FONSIIs that require the Air Force to make Clean Air Act General Conformity Determinations shall be submitted (five hard copies and an electronic version) through the MAJCOM EPF to HQ USAF/A7CI for SAF/IEE coordination. SAF/IEE signs all General Conformity Determinations; SAF/IEI will sign the companion FONSIIs after coordination with SAF/IEE, when requested by the MAJCOM (see § 989.30).

\* \* \* \* \*