information. The purpose of this notice is to allow for 60 days of public comment.

DATES: *Comments Due Date:* February 6, 2023.

ADDRESSES: Interested persons are invited to submit comments regarding this proposal. Comments should refer to the proposal by name and/or OMB Control Number and should be sent to: Colette Pollard, Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street SW, Room 4176, Washington, DC 20410–5000; telephone 202–402–3400 (this is not a toll-free number) or email at *Colette.Pollard@hud.gov* for a copy of the proposed forms or other available information. HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech or communication disabilities. To learn more about how to make an accessible telephone call, please visit: *https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.*

FOR FURTHER INFORMATION CONTACT: Colette Pollard, Reports Management Officer, QDAM, Department of Housing and Urban Development, at 451 7th Street SW, Washington, DC 20410; email at *Colette.Pollard@hud.gov* or telephone at 202–402–3400. This is not a toll-free number. HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech or communication disabilities. To learn more about how to make an accessible telephone call, please visit: *https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.* Copies of available documents submitted to OMB may be obtained from Ms. Pollard.

SUPPLEMENTARY INFORMATION: This notice informs the public that HUD is seeking approval from OMB for the information collection described in Section A.

A. Overview of Information Collection

Title of Information Collection: Office of Housing Counseling—Agency Performance Review.

OMB Approval Number: 2502–0574.

OMB Expiration Date: August 31, 2024.

Type of Request: Revision of a currently approved collection.

Form Number: HUD–9910, Office of Housing Counseling—Agency Performance Review.

Description of the Need for the Information and Proposed Use: The revisions to the currently approved collection are needed to ensure the document complies with the requirements of an OIG audit that found the collection was not in compliance with 24 CFR 214.3 and 2 CFR 200.501, Audit requirements. The information is used to assist HUD in evaluating the managerial and financial capacity of organizations to sustain operations sufficient to implement HUD-approved housing counseling programs. The collection of information assists HUD in reducing its own risks from fraudulent activities or supporting inefficient or ineffective housing counseling programs. Since HUD publishes a web list of HUD-approved Housing Counseling Agencies and maintains a toll-free housing counseling hotline, performance reviews help HUD ensure that individuals seeking assistance from these approved agencies will receive high quality services.

HUD uses performance reviews to ascertain the professional and management capacity of HUD-approved housing counseling agencies to provide adequate housing counseling services necessary to comply with the requirements of the Housing and Urban Development Act and to ensure that grant-funded organizations comply with HUD and OMB administrative and financial regulations. If this information is not collected, HUD will be unable to effectively monitor the Housing Counseling Program to guard against waste, fraud, abuse, or inappropriate program practices. This collection provides the means to meet that obligation.

Respondents: Not-for-profit institutions; State, Local or Tribal Government.

Estimated Number of Respondents: 353.

Estimated Number of Responses: 353.

Frequency of Response: 1 per agency performance review.

Average Hours per Response: 9.5.

Total Estimated Burden: 3,354 hours.

B. Solicitation of Public Comment

This notice is soliciting comments from members of the public and affected parties concerning the collection of information described in Section A on the following:

(1) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

(2) The accuracy of the agency's estimate of the burden of the proposed collection of information;

(3) Ways to enhance the quality, utility, and clarity of the information to be collected; and

(4) Ways to minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated collection techniques or other forms of information technology, *e.g.,* permitting electronic submission of responses.

HUD encourages interested parties to submit comment in response to these questions.

C. Authority

Section 3507 of the Paperwork Reduction Act of 1995, 44 U.S.C. chapter 35.

Jeffrey D. Little,

General Deputy Assistant Secretary for Housing.

[FR Doc. 2022–26453 Filed 12–5–22; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–7056–N–42; OMB Control No. 2502–0587]

60-Day Notice of Proposed Information Collection: Section 8 Renewal Policy Guidebook

AGENCY: Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

ACTION: Notice.

SUMMARY: HUD is seeking approval from the Office of Management and Budget (OMB) for the information collection described below. In accordance with the Paperwork Reduction Act, HUD is requesting comment from all interested parties on the proposed collection of information. The purpose of this notice is to allow for 60 days of public comment.

DATES: Comments Due Date: February 6, 2023.

ADDRESSES: Interested persons are invited to submit comments regarding this proposal. Comments should refer to the proposal by name and/or OMB Control Number and should be sent to: Colette Pollard, Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street SW, Room 4176, Washington, DC 20410–5000; telephone 202–402–3400 (this is not a toll-free number) or email at *Colette.Pollard@hud.gov* for a copy of the proposed forms or other available information. HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech and communication disabilities. To learn more about how to make an accessible telephone call, please visit

https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.

FOR FURTHER INFORMATION CONTACT: Colette Pollard, Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410; email Colette Pollard at *Colette.Pollard@hud.gov* or telephone 202–402–3400. This is not a toll-free number. HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech and communication disabilities. To learn more about how to make an accessible telephone call, please visit *https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.*

Copies of available documents submitted to OMB may be obtained from Ms. Pollard.

A. Overview of Information Collection

Title of information collection: Section 8 Renewal Policy Guidebook.

OMB approval number: 2502–0587.

OMB expiration date: November 30, 2020.

Type of request: Reinstatement, with change, of previously approved collection for which approval has expired.

Form numbers:

1. Housing Assistance Payments Contract: HUD–52522a; HUD–52522b
2. Assignment, Assumption, and Amendment of Section 8 Housing Assistance Payments (HAP) Contract: HUD–5988 *(new)*
3. Use Agreement: HUD–90055
4. Rent Comparability Grid: HUD–92273–S8
5. Project-Based Section 8 Housing Assistance Payments: Addendum to Renewal Contract Under Option One or Option Two for Capital Repairs and/or Acquisition Costs: HUD–93181
6. Project-Based Section 8 Housing Assistance Payments: Addendum to Renewal Contract Under Option One or Option Two for Capital Repairs and/or Acquisition—Post-Rehabilitation Rents at Closing: HUD–93182
7. Rider to Original Section 8 Housing Assistance Payments Contract: HUD–93184
8. Amendment to Project-Based Section 8 Housing Assistance Payments Contract Pursuant to Section 8(bb)(1) of the United States Housing Act of 1937: HUD–93185a; HUD–93185b
9. Contract Renewal Request Form: HUD–9624
10. OCAF Rent Adjustment Worksheet: HUD–9625
11. Letters to Owners/Agents: HUD–9626
12. Letters to Owners/Agents: HUD–9627
13. Request to Renew Using Non–Section 8 Units in the Section 8 Project as a Market Rent Ceiling: HUD–9629
14. Request to Renew Using Fair Market Rents (FMRs) as Market Ceiling: HUD–9630
15. Sample Use Agreement: HUD–9634
16. Projects Preparing a Budget-Based Rent Increase: HUD–9635
17. Project-Based Section 8 Housing Assistance Payments Basic Renew Contract—One-Year Term: HUD–9636
18. Project-Based Section 8 Housing Assistance Payments Basic Renew Contract—Multi-Year Term: HUD–9637
19. Project-Based Section 8 Housing Assistance Payments Renewal Contract for Mark-Up-To-Market Project: HUD–9638
20. Project-Based Section 8 Housing Assistance Payments Preservation Renewal Contract: HUD–9639
21. Project-Based Section 8 Housing Assistance Payments Interim (Full) Mark-To-Market Renewal Contract: HUD–9640
22. Project-Based Section 8 Housing Assistance Payments Interim (Lite) Mark-To-Market Renewal Contract: HUD–9641
23. Project-Based Section 8 Housing Assistance Payments Full Mark-To-Market Renewal Contract: HUD–9642
24. Project-Based Section 8 Housing Assistance Payments Watch List Renewal Contract: HUD–9643
25. Project-Based Assistance Housing Assistance Payments Contract For Previous Mod Rehab Projects: HUD–9644
26. Housing Assistance Payments Program Housing Finance & Development Agencies Extension Amendment to Old Regulation State Agency Housing Assistance Payments Contract: HUD–9647
27. Project-Based Section 8 Contract Administration Consent to Assignment of HAP Contract as Security for Freddie Mac Financing: HUD–9648a
28. Project-Based Section 8 Contract Administration Consent to Assignment of HAP Contract to FNMA as Security for FNMA Credit Enhancement: HUD–9648d
29. Project-Based Section 8 Contract Administration Consent to Assignment of HAP Contract as Security for Financing: HUD–9649
30. Consent to Assignment of Senior Preservation Rental Assistance Contracts (SPRAC) as Security for Financing: HUD–9649a
31. Project-Based Section 8 Contract Administration Consent to Assignment of HAP Contract as Security for FNMA Financing: HUD–9651

Information collection	Number of respondents	Total annual responses	Burden hours per response	Total annual burden hrs.	Hourly cost to public	Total annual cost to public	Hourly cost to government	Total annual cost to government
Housing Assistance Payments Contract (HUD–52522a and b)	20	20	0.50	10	$39.72	$397.20	$51.18	$511.80
Assignment, Assumption, and Amendment of Section 8 Housing Assistance Payments (HAP) Contract (HUD–5988)	3,555	3,555	0.50	1,778	39.72	70,602.30	51.18	90,972.45
Section 8 Use Agreement (HUD–90055)	75	75	0.50	38	39.72	1,489.50	51.18	1,919.25
Rent Comparability Grid (HUD–92273–S8)	950	950	1.00	950	39.72	37,734.00	51.18	48,621.00
Project-Based Section 8 Housing Assistance Payments: Addendum to Renewal Contract Under Option One or Option Two for Capital Repairs and/or Acquisition Costs (HUD–93181)	50	50	0.50	25	39.72	993.00	51.18	1,279.50
Project-Based Section 8 Housing Assistance Payments: Addendum to Renewal Contract Under Option One or Option Two for Capital Repairs and/or Acquisition—Post-Rehabilitation Rents at Closing (HUD–93182)	150	150	0.50	75	39.72	2,979.00	51.18	3,838.50
Rider to Original Section 8 Housing Assistance Payments Contract (HUD–93184)	20	20	0.50	10	39.72	397.20	51.18	511.80

Information collection	Number of respondents	Total annual responses	Burden hours per response	Total annual burden hrs.	Hourly cost to public	Total annual cost to public	Hourly cost to government	Total annual cost to government
Amendment to Project-Based Section 8 Housing Assistance Payments Contract [Contract A1] Pursuant to Section 8(bb)(1) of the United States Housing Act of 1937 (HUD–93185a)	25	25	0.50	13	39.72	496.50	51.18	639.75
Amendment to Project-Based Section 8 Housing Assistance Payments Contract [Contract B] Pursuant to Section 8(bb)(1) of the United States Housing Act of 1937 (HUD–93185b)	25	25	0.50	13	39.72	496.50	51.18	639.75
Contract Renewal Request Form (HUD–9624)	2,000	2,000	1.00	2,000	39.72	79,440.00	51.18	102,360.00
OCAF Rent Adjustment Worksheet (HUD–9625)	7,957	7,957	1.00	7,957	39.72	316,052.04	51.18	407,239.26
Letters to Owners/Agents: Option 1 and 3 (HUD–9626)	419	419	0.25	105	39.72	4,160.67	51.18	5,361.11
Letters to Owners/Agents: Option 2 and 4 (HUD–9627)	1,801	1,801	0.25	450	39.72	17,883.93	51.18	23,043.80
Request to Renew Using Non–Section 8 Units in the Section 8 Project as a Market Rent Ceiling (HUD–9629)	10	10	0.50	5	39.72	198.60	51.18	255.90
Request to Renew Using FMRs as Market Ceiling (HUD–9630)	88	88	0.50	44	39.72	1,747.68	51.18	2,251.92
Sample Use Agreement (HUD–9634)	55	55	0.50	28	39.72	1,092.30	51.18	1,407.45
Projects Preparing a Budget-Based Rent Increase (HUD–9635)	1,697	1,697	1.00	1,697	39.72	67,404.84	51.18	86,852.46
Housing Assistance Payments Basic Renewal Contract—One-Year Term (HUD–9636)	500	500	0.50	250	39.72	9,930.00	51.18	12,795.00
Housing Assistance Payments Basic Renewal Contract—Multi-Year Term (HUD–9637)	800	800	0.50	400	39.72	15,888.00	51.18	20,472.00
Housing Assistance Payments Renewal Contract for Mark-Up-To-Market Project (HUD–9638)	169	169	0.50	85	39.72	3,356.34	51.18	4,324.71
Housing Assistance Payments Preservation Renewal Contract (HUD–9639)	213	213	0.50	107	39.72	4,230.18	51.18	5,450.67
Housing Assistance Payments Interim (Full) Mark-To-Market Renewal Contract (HUD–9640)	53	53	0.50	27	39.72	1,052.58	51.18	1,356.27
Housing Assistance Payments Interim (Lite) Mark-To-Market Renewal Contract (HUD–9641)	68	68	0.50	34	39.72	1,350.48	51.18	1,740.12
Housing Assistance Payments Full Mark-To-Market Renewal Contract (HUD–9642)	63	63	0.50	32	39.72	1,251.18	51.18	1,612.17
Housing Assistance Payments Watch List Renewal Contract (HUD–9643)	117	117	0.50	59	39.72	2,323.62	51.18	2,994.03
Project-Based Assistance Housing Assistance Payments Contract For Previous Mod Rehab Projects (HUD–9644)	25	25	0.50	13	39.72	496.50	51.18	639.75
Housing Assistance Payments Program Housing Finance & Development Agencies Extension Amendment to Old Regulation State Agency Housing Assistance Payments Contract (HUD–9647)	10	10	0.50	5	39.72	198.60	51.18	255.90
Consent to Assignment of HAP Contract as Security for Freddie Mac Financing (HUD–9648a)	50	50	0.50	25	39.72	993.00	51.18	1,279.50
Consent to Assignment of HAP Contract to FNMA as Security for FNMA Credit Enhancement (HUD–9648d)	50	50	0.50	25	39.72	993.00	51.18	1,279.50
Consent to Assignment of HAP Contract as Security for Financing (HUD–9649)	600	600	0.50	300	39.72	11,916.00	51.18	15,354.00
Consent to Assignment of Senior Preservation Rental Assistance Contract (SPRAC) as Security for Financing (HUD–9649a)	50	50	1.00	50	39.72	1,986.00	51.18	2,559.00
Consent to Assignment of HAP Contract as Security for FNMA Financing (HUD–9651)	100	100	0.50	50	39.72	1,986.00	51.18	2,559.00
Total	21,765	21,765	.....	16,655	.....	661,516.74	.....	852,377.31

Description of the need for the information and proposed use: The *Section 8 Renewal Policy Guidebook* explains the various options available under the Multifamily Housing Reform and Affordability Act of 1997 (MAHRA) for the renewal of expiring project-based section 8 contracts and the adjustment of contract rents and establishes related administrative policies. Forms included in the information collection are used in the renewal and contract rent adjustment processes. For example, listed forms are used to establish market rents; amend rents; request renewal of a Section 8 contract under the Multifamily Housing Reform and Affordability Act of 1997; and ensure the acceptable operation of properties assisted under a Section 8 HAP contract.

This information collection includes a new form titled ''Assignment, Assumption, and Amendment of Assignment, Assumption, and Amendment of Section 8 Housing Assistance Payments (HAP) Contract'' (form HUD–5988) that is included as Attachment A to this Notice. In addition to soliciting public comments as described in this Section, HUD seeks

input on use of the new form that will be required for the full assignment of a HAP contract. A draft of the new form is attached to this Notice for review. See below as follows.

Respondents: Businesses or other for-profit and not-for-profit entities.

Estimated Number of Respondents: 21,765.

Estimated Number of Responses: 21,765.

Frequency of Response: Various.

Average Hours per Response: 0.56 hours.

Total Estimated Burden Hours: 16,655 hours.

B. Solicitation of Public Comment

This notice is soliciting comments from members of the public and affected parties concerning the collection of information described in Section A on the following:

(1) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

(2) The accuracy of the agency's estimate of the burden of the proposed collection of information;

(3) Ways to enhance the quality, utility, and clarity of the information to be collected; and

(4) Ways to minimize the burden of the collection of information on those who are to respond; including through the use of appropriate automated collection techniques or other forms of information technology, *e.g.,* permitting electronic submission of responses.

HUD encourages interested parties to submit comment.

C. Authority

Section 3507 of the Paperwork Reduction Act of 1995, 44 U.S.C. 3507.

Jeffrey D. Little,

General Deputy Assistant Secretary, Office of Housing.

BILLING CODE 4210–67–P

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OFFICE OF MULTIFAMILY HOUSING PROGRAMS

ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF SECTION 8 HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

SECTION 8 HAP CONTRACT NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION (City/Town, State): _____

ASSIGNOR/SELLER: _____

ASSIGNEE/BUYER: _____

CONTRACT ADMINISTRATOR: _____

This form is used in the administration of the project-based rental assistance program, as authorized under section 8 of the United States Housing Act of 1937, and is intended to assist the Department in ensuring that the operation of the project complies with program requirements. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This Assignment, Assumption, and Amendment of Section 8 Housing Assistance Payments Contract ("Assignment") is made this ____ day of _____, 20___ by and among the Contract Administrator, the Assignor/Seller, and the Assignee/Buyer, as each is identified on page 1, and shall be effective on the date set forth above ("Effective Date"). Only revisions to this form that are necessitated by State law, as determined solely by the United States Department of Housing and Urban Development ("HUD"), are permitted.

I. RECITALS

A. Previously, the Assignor/Seller or a former owner of the multifamily housing project identified on page 1 ("Project") entered into an original Section 8 housing assistance payments ("HAP") Contract ("Original HAP Contract") with the contract administrator at that time (HUD, or a public housing agency ("PHA") acting under an annual contributions contract ("ACC") with HUD). The Original HAP Contract was authorized under section 8 of the United States Housing Act of 1937 ("Act"), 42 U.S.C. § 1437f. If still in its original term (i.e., without having expired and been renewed, as described in the following paragraph), the Original HAP Contract is being assigned, assumed, and amended.

B. If the Original HAP Contract previously expired, it was renewed under a contract ("Renewal Contract") or under successive Renewal Contracts, as authorized under the Multifamily Assisted Housing Reform and Affordability Act of 1997, 42 U.S.C. § 1437f note, and the Renewal Contract currently in effect is being assigned, assumed, and amended.

C. A copy of the Original HAP Contract is attached and designated "Exhibit A."

D. If the Original HAP Contract previously expired and was renewed, a copy of the Renewal Contract currently in effect is also attached and is designated "Exhibit B."

E. The term "HAP Contract" means the Original HAP Contract (if no Renewal Contract) or the Renewal Contract currently in effect, as applicable. The term "Contract Administrator" means the current contract administrator (HUD, or a PHA, as applicable), as identified on page 1.

F. If this Assignment is in connection with a sale or lease of the Project, the Assignor/Seller and the Assignee/Buyer have entered into an agreement for such sale or lease, which includes the real property on which the Project is located, and any and all improvements situated thereon.

G. The Assignor/Seller wishes to assign, and the Assignee/Buyer wishes to assume, the HAP Contract, including all the rights and obligations thereunder.

H. The Assignor/Seller and/or the Assignee/Buyer have requested HUD's written consent to the assignment of the HAP Contract, and both understand that such consent is subject to the terms and conditions set forth in this Assignment.

I. The Assignor/Seller, the Assignee/Buyer, and the Contract Administrator therefore agree as follows:

II. ASSIGNMENT BY ASSIGNOR/SELLER

A. The Assignor/Seller hereby irrevocably assigns the HAP Contract, including all the rights and obligations thereunder, to the Assignee/Buyer.

B. The Assignor/Seller is hereby released from all future obligations arising under the HAP Contract, on or after the Effective Date, provided, however, that (i) the release shall not apply to any breach of the HAP Contract based on events, circumstances, or conditions occurring before the Effective Date; and (ii) the Assignor/Seller shall remain obligated to file any annual financial statements that the HAP Contract or any applicable law or regulation may require for the period preceding the Effective Date.

C. Nothing in this Assignment shall be construed to impair, limit, or otherwise affect any right that the Contract Administrator or HUD has or may have against the Assignor/Seller for any violation of the HAP Contract that occurred or may have occurred on or before the Effective Date.

III. ASSUMPTION BY THE ASSIGNEE/BUYER. The Assignee/Buyer hereby assumes the HAP Contract, including all the rights and obligations thereunder, as amended by this Assignment.

IV. AMENDMENT. The Assignee/Buyer (referred to in this Section IV as the "Owner") and the Contract Administrator hereby amend the HAP Contract to contain the following new provisions:

A. "Compliance with applicable Federal statutes and regulations, as amended from time to time. The Owner shall comply with all applicable Federal statutes and regulations, as amended from time to time, including all applicable regulations in 24 C.F.R. part 5, as amended from time to time, including without limitation the following:

1. 2 C.F.R. part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards");
2. 24 C.F.R. § 5.107 ("Audit Requirements for Non-Profit Organizations");
3. 24 C.F.R. part 5 subpart G ("Physical Condition Standards and Inspection Requirements");
4. 24 C.F.R. part 5 subpart H ("Uniform Financial Reporting Standards"); and
5. 24 C.F.R. part 200 subpart P ("Physical Condition of Multifamily Properties")."

B. "Annual financial reports. Notwithstanding anything to the contrary in the HAP Contract, including any previous amendment to the HAP Contract, the Owner shall comply with the following provisions:

1. Within ninety (90) days, or such period established in writing by HUD, following the end of each fiscal year, Owner shall prepare a financial report for the Owner's fiscal year, or the portion thereof that started with the Owner's assumption of the HAP Contract, based on an examination of the books and records of the Owner in accordance with generally accepted accounting principles and in such other form and substance as specified by HUD in supplemental guidance, and provide such report to

the Contract Administrator and HUD (if a PHA is the Contract Administrator) in such form, substance, and manner as may be specified by HUD under the Uniform Financial Reporting Standards at 24 C.F.R. § 5.801 ("UFRS"), or any successor regulations.

2. Unless specifically waived or modified by HUD or to the extent otherwise exempt, Owner shall: (a) engage an independent, licensed Certified Public Accountant ("CPA") to audit the Owner's annual financial report and to produce an audit report in accordance with both Generally Accepted Government Auditing Standards and Generally Accepted Auditing Standards; (b) engage an independent, licensed CPA to perform an agreed-upon procedure, in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements, to compare the financial data template information submitted electronically by the Owner to HUD against the annual financial report examined by, and the audit report prepared by, the independent, licensed CPA, and report any variances to HUD; and (c) furnish to the Contract Administrator and HUD (if a PHA is the Contract Administrator) the audit report, and any other reports relating to the annual financial report or the audit report as required by HUD, by such means and in such form, substance, and manner as may be specified by HUD under UFRS, or any successor regulations.

3. To the extent certain non-profit Owners' requirement to submit annual financial reports may be waived or modified by HUD, or such Owners may otherwise be exempt from compliance, such waiver, modification, or exemption shall not be construed to relieve Owner of any requirements of this provision, except for those requirements specifically waived, modified, or exempt from.

4. If Owner fails to perform as required pursuant to this provision, the Contract Administrator or HUD (if a PHA is the Contract Administrator) may, at its sole election, and in a manner determined by HUD, and without affecting any other provisions herein, and without first providing notice of default of the HAP Contract to the Owner, initiate or cause to be initiated a forensic audit of the Owner's books, records, and accounts in such a manner as to provide to the Contract Administrator and HUD (if a PHA is the Contract Administrator) with as much of the same information that would have been provided had the Owner not failed to perform as required. Any such audit initiated by the Contract Administrator or HUD does not relieve Owner of the requirement to submit to the Contract Administrator and HUD (if a PHA is the Contract Administrator) an annual audited financial report as required pursuant to this provision."

C. "Applicability and binding nature on successors and assigns. The duties and obligations set forth in the HAP Contract, as amended by this Assignment, shall apply during the remainder of the term of the HAP Contract and during each

successive renewal term and shall further apply to and be binding on each of the Assignee/Buyer's successors and assigns."

V. CONSENT BY HUD. Subject to the terms and conditions set forth herein and as evidenced by the signature of HUD's authorized representative on page 7, HUD hereby consents to the assignment of the HAP Contract.

VI. RIGHTS OF PARTIES, GOVERNING LAW, AND EXECUTION

A. Nothing in this Assignment shall be construed to impair, limit, or otherwise affect any rights that the Assignor/Seller, the Assignee/Buyer, the Contract Administrator, and/or HUD has or may have under the HAP Contract.

B. This Assignment shall be governed and construed in accordance with the laws of the State in which the Project is located and, to the extent that any provision is inconsistent with such laws, with the laws of the United States of America.

C. This Assignment may be executed in counterparts, each of which shall be considered an original for all purposes. Any and all counterparts shall together constitute one and the same instrument.

D. Unless signed by an authorized representative of the Contract Administrator and of HUD, this Assignment shall have no legal effect, and no housing assistance payments shall be made under the HAP Contract to the Assignee/Buyer.

Signature Page 1 of 2

ASSIGNOR/SELLER

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802)

_____ _____

(Print or Type)

By: _____

Signature of authorized representative

_____

Name and official title of signatory (Print or Type)

ASSIGNEE/BUYER

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802)

_____

(Print or Type)

By: _____

Signature of authorized representative

_____

Name and official title of signatory (Print or Type)

Signature Page 2 of 2

CONTRACT ADMINISTRATOR (HUD, or a PHA acting under an ACC with HUD)

_____

(Print or Type)

By: _____

Signature of authorized representative

_____

Name and official title of signatory (Print or Type)

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____

Signature of authorized representative

_____

Name and official title of signatory (Print or Type)

EXHIBIT A
(ORIGINAL HAP CONTRACT)

EXHIBIT B
(RENEWAL CONTRACT CURRENTLY IN EFFECT)

[FR Doc. 2022–26452 Filed 12–5–22; 8:45 am]

BILLING CODE 4210–67–C

INTERNATIONAL TRADE COMMISSION

[Inv. No. 337–TA–1345]

Certain Automated Retractable Vehicle Steps and Components Thereof; Institution of Investigation

AGENCY: U.S. International Trade Commission.

ACTION: Notice.

SUMMARY: Notice is hereby given that a complaint was filed with the U.S. International Trade Commission on October 28, 2022, under section 337 of the Tariff Act of 1930, as amended, on behalf of Lund Motion Products, Inc. of Brea, California. Supplements to the complaint were filed on November 14, 2022. The complaint, as supplemented, alleges violations of section 337 based upon the importation into the United States, the sale for importation, and the sale within the United States after importation of certain automated retractable vehicle steps and components thereof by reason of the infringement of certain claims of U.S. Patent No. 9,272,667 (''the '667 patent); U.S. Patent No. 9,527,449 (''the '449 Patent''); U.S. Patent No. 9,511,717 (''the '717 Patent''); and U.S. Patent No. 11,198,395 (''the '395 patent''). The complaint further alleges that an industry in the United States exists as required by the applicable Federal Statute. The complainant requests that the Commission institute an investigation and, after the investigation, issue a general exclusion order, or in the alternative a limited exclusion order, and cease and desist orders.

ADDRESSES: The complaint, except for any confidential information contained therein, may be viewed on the Commission's electronic docket (EDIS) at *https://edis.usitc.gov.* For help accessing EDIS, please email *EDIS3Help@usitc.gov.* Hearing impaired individuals are advised that information on this matter can be obtained by contacting the Commission's TDD terminal on (202) 205–1810. Persons with mobility impairments who will need special assistance in gaining access to the Commission should contact the Office of the Secretary at (202) 205–2000. General information concerning the Commission may also be obtained by accessing its internet server at *https://www.usitc.gov.*

FOR FURTHER INFORMATION CONTACT: Pathenia M. Proctor, The Office of Unfair Import Investigations, telephone (202) 205–2560.

SUPPLEMENTARY INFORMATION:

Authority: The authority for institution of this investigation is contained in section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. 1337, and in section 210.10 of the Commission's Rules of Practice and Procedure, 19 CFR 210.10 (2022).

Scope of Investigation: Having considered the complaint, the U.S. International Trade Commission, on November 30, 2022, ordered that—

(1) Pursuant to subsection (b) of section 337 of the Tariff Act of 1930, as amended, an investigation be instituted to determine whether there is a violation of subsection (a)(1)(B) of section 337 in the importation into the United States, the sale for importation,