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PART I

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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, 1964, and specifies how they are affected.

Rules and Regulations

Title 7—AGRICULTURE

Chapter I—Agricultural Marketing Service (Standards, Inspections, Marketing Practices), Department of Agriculture

PART 51—FRESH FRUITS, VEGETABLES AND OTHER PRODUCTS (INSPECTION, CERTIFICATION AND STANDARDS)

Subpart—United States Standards for Grades of Walnuts in the Shell[1]

On July 3, 1964, a notice of proposed rule making was published in the FEDERAL REGISTER (29 F.R. 8429) regarding a proposed revision of United States Standards for Grades of Walnuts in the Shell (7 CFR 51.2945–51.2966).

Statement of considerations leading to the revision of the grade standards. The proposed revised standards provided a more restrictive definition of damage by mold and reduce the tolerance for defective kernels in the U.S. No. 3 grade from 30 percent to 20 percent.

Responses received following publication of the proposal and its distribution to industry members generally favored the proposed changes. Consideration was given to a recommendation that the minimum diameter of "Jumbo" size be increased from 80/64 to 84/64 inches. Such a change will be postponed until additional data concerning the need for the increased size is available.

A definition of "decay" is added and several minor changes are made to clarify the wording of the grade standards.

After consideration of all relevant matters presented, including the proposal set forth in the aforesaid notice, the following United States Sandards for Grades of Walnuts in the Shell are hereby promulgated pursuant to the Agricultural Marketing Act of 1946 (60 Stat. 1087, as amended; 7 U.S.C. 1621–1627).

AUTHORITY: The provisions of this subpart issued under secs. 203, 205, 60 Stat. 1087, as amended, 1090 as amended; 7 U.S.C. 1622, 1624.

GENERAL

§ 51.2945 Application.

The standards contained in this subpart apply only to walnuts commonly known as English or Persian walnuts (Juglans regia). They do not apply to the walnuts commonly known as black walnuts (Juglans nigra).

§ 51.2946 Color chart.

The walnut color chart[2] to which reference is made in §§ 51.2948, 51.2949, 51.2950, 51.2954 and 51.2963 has been prepared by the United States Department of Agriculture as a part of this subpart.

§ 51.2947 Method of inspection.

In determining the grade of a lot of walnuts, all of the nuts in the sample first should be graded for size and then examined for external defects. The same nuts then should be cracked and examined for internal defects. The nuts must meet the requirements for both external and internal quality in order to meet a designated grade.

GRADES

§ 51.2948 U.S. No. 1.

"U.S. No. 1" consists of walnuts in shells which are dry, practically clean, bright and free from splits, injury by discoloration, and free from damage caused by broken shells, perforated shells, adhering hulls or other means. The kernels are well dried, free from decay, dark discoloration, rancidity, and free from damage caused by mold, shriveling, insects or other means. (See § 51.2954.)

(a) At least 70 percent, by count, of the walnuts have kernels which are not darker than "light amber" (see color chart), and which are free from grade defects: *Provided,* That at least four-sevenths of the above amount, or 40 percent of the walnuts have kernels which are not darker than "light" (see color chart). Higher percentages of nuts with kernels not darker than "light amber" which are free from grade defects and/or higher percentages with kernels not darker than "light" which are free from grade defects, may be specified in accordance with the facts. (See § 51.2954.)

(b) Size shall be specified in connection with the grade. (See § 51.2952.)

§ 51.2949 U.S. No. 2.

"U.S. No. 2" consists of walnuts in shells which are dry, practically clean and free from splits, and free from damage caused by broken shells, perforated shells, adhering hulls, discoloration or other means. The kernels are well dried, free from decay, dark discoloration, rancidity, and free from damage caused by mold, shriveling, insects or other means. (See § 51.2954.)

(a) At least 60 percent, by count, of the walnuts have kernels which are not darker than "light amber" (see color chart), and which are free from grade defects. Higher percentages of nuts with kernels not darker than "light amber" which are free from grade defects, and/or percentages with kernels not darker than "light" (see color chart) which are free from grade defects, may be specified in accordance with the facts. (See § 51.2954.)

(b) Size shall be specified in connection with the grade. (See § 51.2952.)

§ 51.2950 U.S. No. 3.

"U.S. No. 3" consists of walnuts in shells which are dry, fairly clean, free from splits, and free from damage caused by broken shells, and free from serious damage caused by discoloration, perforated shells, adhering hulls or other means. The kernels are well dried, free from decay, dark discoloration, rancidity, and free from damage caused by mold, shriveling, insects or other means. (See § 51.2954.)

(a) There is no requirement in this grade for the percentage of walnuts having kernels which are "light amber" or "light". However, the percentage, by count, of nuts with kernels not darker than "light amber" (see color chart) which are free from grade defects and/or the percentage with kernels not darker than "light" (see color chart) which are free from grade defects, may be specified in accordance with the facts. (See § 51.2954.)

(b) Size shall be specified in connection with the grade. (See § 51.2952.)

UNCLASSIFIED

§ 51.2951 Unclassified.

"Unclassified" consists of walnuts in the shell which have not been classified in accordance with any of the foregoing

[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

[2] The walnut color chart has been filed with the original document and is available for inspection in the Office of the Federal Register or in the Fruit and Vegetable Division, United States Department of Agriculture, South Building, Washington 25, D.C. A printed copy of this color chart is attached to each copy of these standards issued by the United States Department of Agriculture.

grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE SPECIFICATIONS

§ 51.2952 Size specifications.

Size shall be specified in accordance with the facts in terms of one of the following classifications:

(a) *Mammoth size.* Mammoth size means walnuts of which not over 12 percent, by count, pass through a round opening $\frac{90}{64}$ inches in diameter;

(b) *Jumbo size.* Jumbo size means walnuts of which not over 12 percent, by count, pass through a round opening $\frac{80}{64}$ inches in diameter;

(c) *Large size.* Large size means walnuts of which not over 12 percent, by count, pass through a round opening $\frac{77}{64}$ inches in diameter; except that for walnuts of the Eureka variety and type, such limiting dimension as to diameter shall be $\frac{79}{64}$ inches;

(d) *Medium size.* Medium size means walnuts of which at least 88 percent, by count, pass through a round opening $\frac{77}{64}$ inches in diameter, and of which not over 12 percent, by count, pass through a round opening $\frac{73}{64}$ inches in diameter;

(e) *Standard size.* Standard size means walnuts of which not over 12 percent, by count, pass through a round opening $\frac{73}{64}$ inches in diameter;

(f) *Baby size.* Baby size means walnuts of which at least 88 percent, by count, pass through a round opening $\frac{74}{64}$ inches in diameter, and of which not over 10 percent, by count, pass through a round opening $\frac{60}{64}$ inch in diameter; and,

(g) *Minimum diameter, or minimum and maximum diameter.* In lieu of one of the foregoing classifications, size of walnuts may be specified in terms of minimum diameter, or minimum and maximum diameter: *Provided,* That not more than 12 percent, by count, pass through a round hole of the specified minimum diameter, and at least 88 percent, by count, pass through a round hole of any specified maximum diameter.

VARIETY OR TYPE SPECIFICATIONS

§ 51.2953 Variety or type specifications.

The variety or type of any lot of walnuts in the shell may be specified in accordance with the facts as follows:

(a) If the lot is of one named variety, that variety name may be specified, *Provided,* That not over 10 percent, by count, of the walnuts in the lot are of another variety or type than that specified; and,

(b) If the lot is a mixture of two or more distinct varieties or types it may be specified as "Mixed Varieties".

TOLERANCES FOR GRADE DEFECTS

§ 51.2954 Tolerances for grade defects.

In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted for nuts which fail to meet the requirements of the respective grades as indicated. Terms in quotation marks refer to color classification illustrated on the color chart.

TOLERANCE FOR GRADE DEFECTS

Grade	External (shell) defects	Internal (kernel) defects	Color of kernel
U.S. No. 1	10 percent, by count, for splits. 5 percent, by count, for other shell defects, including not more than 3 percent seriously damaged.	10 percent total, by count, including not more than 6 percent which are damaged by mold or insects or seriously damaged by other means, of which not more than $5/6$ or 5 percent may be damaged by insects, but no part of any tolerance shall be allowed for walnuts containing live insects.	No tolerance to reduce the required 70 percent of "light amber" kernels or the required 40 percent of "light" kernels or any larger percentage of "light amber" or "light" kernels specified.
U.S. No. 2	10 percent, by count, for splits. 10 percent, by count, for other shell defects, including not more than 5 percent serious damage by adhering hulls.	20 percent total, by count, including not more than 10 percent which are damaged by mold or insects or seriously damaged by other means, of which not more than $1/2$ or 5 percent may be damaged by insects, but no part of any tolerance shall be allowed for walnuts containing live insects.	No tolerance to reduce the required 60 percent or any specified larger percentage of "light amber" kernels, or any specified percentage of "light" kernels.
U.S. No. 3	Same as above tolerance for U.S. No. 2.	Same as above tolerance for U.S. No. 2.	No tolerance to reduce any percentage of "light amber" or "light" kernels specified.

§ 51.2955 Application of tolerances.

The tolerances provided in these standards are on a lot basis, and they shall be applied to a composite sample representative of the lot. However, any identifiable container or group of containers in which the walnuts are obviously of a quality materially different from that in the majority of the containers shall be considered as a separate lot, and shall be sampled separately.

DEFINITIONS

§ 51.2956 Practically clean.

"Practically clean" means that, from the viewpoint of general appearance, the walnuts are practically free from adhering dirt or other foreign matter, and that individual walnuts are not damaged by such means. A slightly chalky deposit on the shell is characteristic of many bleached nuts and shall not be considered as dirt or foreign matter.

§ 51.2957 Bright.

"Bright" means a fairly light, attractive appearance. A slight chalky deposit on the shell shall not be considered as affecting brightness.

§ 51.2958 Splits.

"Splits" means walnuts with the seam opened completely around the nut so that the two halves of the shell are held together only by the kernel.

§ 51.2959 Injury by discoloration.

"Injury by discoloration" means that the color of the affected portion of the shell objectionably contrasts with the color of the rest of the shell of the individual nut.

§ 51.2960 Damage.

"Damage" means any specific defect mentioned in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the appearance or the edible or shipping quality of the individual walnut or the lot as a whole. The following specific defects shall be considered as damage:

(a) Broken shells when the area from which a portion of the shell is missing is greater than the area of a circle one-fourth inch in diameter; or when the two halves of the shell have become completely broken apart and separated from each other;

(b) Perforated shells when the area affected aggregates more than that of a circle one-fourth inch in diameter. The term "perforated shells" means imperfectly developed areas on the shell resembling abrasions and usually including small holes penetrating the shell wall;

(c) Adhering hulls when affecting more than 5 percent of the shell surface;

(d) Discoloration (or stain) which covers, in the aggregate, one-fifth or more of the surface of the shell of an individual nut, and which is brown, reddish brown, gray, or other color in pronounced contrast with the color of the rest of the shell or the majority of shells in the lot, or darker discoloration covering a smaller area if the appearance is equally objectionable;

(e) Mold when attached to the kernel and conspicuous; or when inconspicuous white or gray mold affects an aggregate area larger than one square centimeter or one-eighth of the entire surface of the kernel, whichever is the lesser area;

(f) Shriveling when more than 5 percent of the surface of the kernel, including both halves, is severely shriveled, or a greater area is affected by lesser degrees of shriveling producing an equally objectionable appearance. Kernels which are thin in cross section but which are otherwise normally developed shall not be considered as damaged; and,

(g) Insects when an insect or insect fragment, web or frass is present inside the shell, or the kernel shows distinct evidence of insect feeding.

§ 51.2961 Well dried.

"Well dried" means that the kernel is firm and crisp, not pliable or leathery.

§ 51.2962 Decay.

"Decay" means that any portion of the kernel is decomposed.

§ 51.2963 Dark discoloration.

"Dark discoloration" means that the color of the skin of the kernel is darker than "amber". (See color chart.)

§ 51.2964 **Rancidity.**

"Rancidity" means the stage of deterioration in which the kernel has developed a rancid flavor. Rancidity should not be confused with a slightly astringent flavor of the pellicle (skin) or with staleness, the stage at which the flavor is flat but not distasteful.

§ 51.2965 **Fairly clean.**

"Fairly clean" means that, from the viewpoint of general appearance, the lot is not seriously damaged by adhering dirt or other foreign matter, and that individual walnuts are not coated or caked with dirt or foreign matter. Both the amount of surface affected and the color of the dirt shall be taken into consideration.

§ 51.2966 **Serious damage.**

"Serious damage" means any specific defect mentioned in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance or the edible or shipping quality of the walnut. The following specific defects shall be considered as serious damage:

(a) Discoloration (or stain) which covers, in the aggregate, one-third or more of the surface of the shell of an individual nut and which is brown, reddish brown, gray, or other color in pronounced contrast with the color of the rest of the shell or the majority of shells in the lot, or darker discoloration covering a smaller area if the appearance is equally objectionable;

(b) Perforated shells when the area affected aggregates more than that of a circle three-eighths of an inch in diameter. The term "perforated shells" means imperfectly developed areas on the shell resembling abrasions and usually including small holes penetrating the shell wall;

(c) Adhering hulls when affecting more than one-eighth of the shell surface in the aggregate;

(d) Shriveling when both halves of the kernel are affected by severe shriveling over an area totaling more than one-eighth of the surface; or when both halves are affected over a greater area by lesser degrees of shriveling producing an equally objectionable appearance. When one of the halves of the kernel shows no shriveling, the kernel shall not be considered seriously damaged unless the other half shows shriveling to the extent that over 50 percent of its surface is severely shriveled, or a greater area is affected by lesser degrees of shriveling producing an equally objectionable appearance. Kernels which are thin in cross section, but which are otherwise normally developed shall not be considered as damaged;

(e) Rancidity or decay; and,

(f) Uncured kernels which are wet, rubbery and "green".

It is hereby found that good cause exists for not postponing the effective date of the revision beyond the date of publication hereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011), in that: (1) The 1964 packing season for Walnuts in the Shell will begin soon after September 1, and it is in the interest of the public and the industry that the revision be placed in effect at the earliest possible date; and, (2) no special preparation is required for compliance with this revision on the part of members of the Walnut industry or of others.

Accordingly the United States Standards for Grades of Walnuts in the Shell contained in this subpart shall become effective upon publication in the FEDERAL REGISTER, and will thereupon supersede the United States Standards for Grades of Walnuts in the Shell which have been in effect since September 1, 1960 (7 CFR 51.2945–51.2966).

Dated: September 8, 1964.

G. R. GRANGE,
Deputy Administrator,
Marketing Services.

[F.R. Doc. 64–9252; Filed, Sept. 11, 1964; 8:46 a.m.]

Chapter VII—Agricultural Stabilization and Conservation Service (Agricultural Adjustment), Department of Agriculture

[Amdt. 1]

PART 722—COTTON

Subpart—Marketing Quota Regulations for 1964 and Succeeding Crops of Upland Cotton and Extra Long Staple Cotton

FARM MARKETING QUOTAS AND ACREAGE ALLOTMENTS

This amendment is issued pursuant to the Agricultural Adjustment Act of 1938, as amended (52 Stat. 31, as amended; 7 U.S.C. 1281 et seq.).

(a) The purpose of this amendment is (1) to revise the eligibility requirements for cotton producers who may receive unconditional marketing cards, Form MQ–76 Upland or Form MQ–76 ELS and (2) to provide that marketing cards may be issued, under specified conditions, to interested cotton producers on a farm other than the farm operator.

(b) Since the marketing of cotton is now in progress and marketing cards are required, it is necessary that the provisions of this amendment become effective as early as possible. Accordingly, it is hereby determined and found that compliance with the notice and public procedure requirements and the 30-day effective date requirement of section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003) is impracticable and contrary to the public interest and this amendment shall be effective upon filing of this document with the Director, Office of the Federal Register.

Paragraphs (a), (b), and (e) of § 722.15 of the Marketing Quota Regulations for the 1964 and Succeeding Crops of Upland Cotton and Extra Long Staple Cotton (29 F.R. 9767) are amended to read as follows:

§ 722.15 **Eligibility for and issuance of marketing cards.**

(a) *Operators eligible to receive unconditional marketing cards, Form MQ–76 Upland or Form MQ–76 ELS.* The operator of a farm or an official of a publicly-owned agricultural experiment station shall be eligible to receive an unconditional marketing card, MQ–76 Upland or MQ–76 ELS, for each crop of cotton if for such crop no farm marketing excess is determined for the farm, except that the operator shall not be eligible to receive such card if (1) he or any producer on the farm has on hand any cotton produced in a previous crop year on which the penalty was incurred and has not been paid, or (2) the farm operator is eligible for price support only when loan documents must be prepared in the county office.

(b) *Operators eligible to receive conditional marketing cards, Form MQ–77 Upland or Form MQ–77 ELS.* The operator of a farm not eligible to receive an unconditional marketing card under paragraph (a) of this section shall be eligible to receive a conditional marketing card, MQ–77 Upland or MQ–77 ELS, for each crop of cotton if for such crop an amount equal to the penalty on any farm marketing excess has been paid and an amount equal to the penalty incurred by such operator or any producer on the farm has been paid with respect to any cotton on hand produced in a previous crop year.

* * * * *

(e) *Preparation and issuance of marketing cards.* A marketing card shall be issued to an eligible operator, or jointly to such operator and another interested cotton producer on the farm, except that if the county office manager determines that the operator has no interest in the cotton produced on the farm, the marketing card may be issued to the interested producer. Two or more marketing cards may be issued for a farm if the county office manager determines that a useful purpose will be served. Each marketing card shall be serially numbered and shall show:

(1) The State and county code and farm serial number;

(2) The name and address of the farm operator and other producer where applicable;

(3) The name and address of the county office; and

(4) The actual or facsimile signature of the county office manager.

(Secs. 301, 375; 52 Stat. 38, 66, as amended; 7 U.S.C. 1301, 1375)

Effective date: Date of filing of this document with the Director, Office of the Federal Register.

Signed at Washington, D.C., on September 9, 1964.

H. D. GODFREY,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 64–9280; Filed, Sept. 11, 1964; 8:48 a.m.]

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

[Orange Reg. 5]

PART 906—ORANGES AND GRAPEFRUIT GROWN IN THE LOWER RIO GRANDE VALLEY IN TEXAS

Limitation of Shipments

§ 906.309 Orange Regulation 5.

(a) *Findings.* (1) Pursuant to the marketing agreement and Order No. 906 (7 CFR Part 906), regulating the handling of oranges and grapefruit grown in the Lower Rio Grande Valley in Texas, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendation of the Texas Valley Citrus Committee established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) because the time intervening between the date when information upon which this section is based became available and the time when this section 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 as hereinafter set forth. The recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after an open meeting of the Texas Valley Citrus Committee on August 31, 1964; such meeting was held to consider recommendations for regulation, after giving due notice of such meeting, and interested persons were afforded an opportunity to submit their views at this meeting; the provisions of this section, including the effective time hereof, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period hereinafter set forth so as to provide for the regulation of the handling of oranges at the start of this marketing season; and compliance with this section will not require any special preparation on the part of the persons subject thereto which cannot be completed by the effective time hereof.

(b) *Order.* (1) Terms used in the marketing agreement and order shall, when used herein, have the same meaning as is given to the respective terms in said marketing agreement and order; and terms relating to grade and diameter, when used herein, shall have the same meaning as is given to the respective terms in the United States Standards for Oranges (Texas and States other than Florida, California, and Arizona) (7 CFR 51.680-51.712).

(2) During the period beginning at 12:01 a.m., c.s.t., September 14, 1964, and ending at 12:01 a.m., c.s.t., September 1, 1965, no handler shall handle:

(i) Any oranges of any variety, grown in the production area, unless such oranges grade at least U.S. No. 3;

(ii) Any oranges of any variety, grown as aforesaid, which are of a size smaller than 2$\frac{3}{16}$ inches in diameter, except that not more than ten (10) percent, by count, of such oranges in any lot of containers, and not more than fifteen (15) percent, by count, of such oranges in any individual container in such lot may be of a size smaller than 2$\frac{3}{16}$ inches in diameter; or

(iii) Any oranges of any variety, grown as aforesaid, for which inspection is required unless an appropriate inspection certificate has been issued with respect thereto not more than 48 hours prior to the time of shipment.

All oranges of any variety, grown as aforesaid, handled during the period specified in this section are subject to all applicable container and pack requirements which are in effect pursuant to the aforesaid marketing agreement and order during such period.

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

Dated September 9, 1964.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 64-9282; Filed, Sept. 11, 1964; 8:48 a.m.]

[Grapefruit Reg. 4]

PART 906—ORANGES AND GRAPEFRUIT GROWN IN LOWER RIO GRANDE VALLEY IN TEXAS

Limitation of Shipments

§ 906.310 Grapefruit Regulation 4.

(a) *Findings.* (1) Pursuant to the marketing agreement and Order No. 906 (7 CFR Part 906), regulating the handling of oranges and grapefruit grown in the Lower Rio Grande Valley in Texas, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendation of the Texas Valley Citrus Committee established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of grapefruit, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) because the time intervening between the date when information upon which this section is based became available and the time when this section 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 as hereinafter set forth. The recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after an open meeting of the Texas Valley Citrus Committee on August 31, 1964; such meeting was held to consider recommendations for regulation, after giving due notice of such meeeting, and interested persons were afforded an opportunity to submit their views at this meeting; the provisions of this section, including the effective time hereof, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such grapefruit; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period hereinafter set forth so as to provide for the regulation of the handling of grapefruit at the start of this marketing season, and compliance with this section will not require any special preparation on the part of the persons subject thereto which cannot be completed by the effective time hereof.

(b) *Order.* (1) Terms used in the marketing agreement and order shall, when used herein, have the same meaning as is given to the respective term in said marketing agreement and order; and terms relating to grade and diameter when used herein shall have the same meaning as is given to the respective term in the United States Standards for Grapefruit (Texas and States other than Florida, California, and Arizona) (§§ 51.620-51.658 of this title).

(2) During the period beginning at 12:01 a.m., c.s.t., September 14, 1964, and ending at 12:01 a.m., c.s.t., September 1, 1965, no handler shall handle:

(i) Any grapefruit of any variety, grown in the production area, unless such grapefruit grade at least U.S. No. 3;

(ii) Any grapefruit of any variety, grown in the production area, which are of a size smaller than 3 inches in diameter, except that not more than 10 percent, by count, of such grapefruit in any lot of containers, and not more than 15 percent, by count, of such grapefruit in any individual container in such lot, may be of a size smaller than 3 inches in diameter; or

(iii) Any grapefruit of any variety, grown as aforesaid, for which inspection is required unless an appropriate inspection certificate has been issued with respect thereto not more than 48 hours prior to the time of shipment.

All grapefruit of any variety, grown as aforesaid, handled during the period specified in this section are subject to all applicable container and pact requirements which are in effect pursuant to the aforesaid marketing agreement and order during such period.

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

Dated: September 9, 1964.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 64-9281; Filed, Sept. 11, 1964; 8:48 a.m.]

PART 906—ORANGES AND GRAPEFRUIT GROWN IN LOWER RIO GRANDE VALLEY IN TEXAS

Container and Pack Requirements

§ 906.311 Container and pack regulations.

(a) *Findings.* (1) Pursuant to Marketing Agreement No. 141 and Order No. 906 (7 CFR Part 906), regulating the handling of oranges and grapefruit grown in the Lower Rio Grande Valley in Texas, 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 Texas Valley Citrus Committee, established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation on the handling of Texas Citrus fruits, 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 rule making procedure, and postpone the effective date of these sections until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) in that the time intervening between the date when information upon which these sections are based became available and the time when these sections 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 thereof effective not later than September 14, 1964. These sections specify the containers and prescribe pack specifications for the handling of fruit grown in the production area; such container and pack specifications are the same as those recommended by the Texas Valley Citrus Committee at its meeting on August 31, 1964, which was held after due notice thereof, to consider the need for regulation of containers and packs; it is necessary, in order to effectuate the declared policy of the act, to make these sections effective at the time specified so as to provide for the regulation of the handling of Texas citrus fruits from the beginning of the marketing season therefor; handlers have been notified of the committee recommendations including such effective time; and compliance with these sections will not require of handlers any preparation which cannot be completed by the effective time hereof.

(b) *Order.* Except as otherwise provided herein or by, or pursuant to, the provisions of Marketing Agreement No. 141 and this part, regulating the handling of oranges and grapefruit grown in the Lower Rio Grande Valley in Texas, no handler shall, on and after 12:01 a.m., e.s.t., September 14, 1964, handle any fruit unless such fruit is in a container or containers meeting the following specifications, and the pack of such fruit conforms to all applicable requirements of this section:

(1) *Containers.* (i) Containers with inside dimensions of 24 5/16 x 11 3/8 x 11 3/8 inches;

(ii) Containers with inside dimensions of 16 1/4 x 10 1/4 x 10 1/4 inches;

(iii) Containers with inside dimensions of 16 1/2 x 10 3/4 x 9 1/2 inches;

(iv) Containers with inside dimensions of 19 3/4 x 13 1/2 x 13 1/2 inches: *Provided,* That each such container shall have a test strength of at least 250 pounds;

(v) Bags having a capacity of 5, 8, or 20 pounds of fruit;

(vi) Containers with inside dimensions of 19 3/4 x 13 x 12 1/2 inches: *Provided,* That such containers may be used only for the shipment of fruit in bags as provided in subdivision (v) of this subparagraph; and

(vii) Such other types and sizes of containers as may be approved by the Texas Valley Citrus Committee for testing in connection with a research project conducted by or in cooperation with the said committee: *Provided,* That the handling of each lot of fruit in such test containers shall be subject to prior approval, and under the supervision, of the Texas Valley Citrus Committee.

(2) *Oranges.* (i) Oranges, when in any box or carton, shall, unless otherwise provided in subdivision (ii) of this subparagraph, be of a size within the diameter limits specified for one of the following pack sizes and otherwise be packed in accordance with the requirements of standard pack, except that not to exceed 10 percent, by count, of such oranges may be outside such diameter limits:

Pack sizes	Diameter limits in inches	
	Minimum	Maximum
100	3 7/16	3 13/16
125	3 3/16	3 9/16
163	2 15/16	3 5/16
200	2 11/16	3 1/16
252	2 7/16	2 12/16
324	2 3/16	2 9/16

(ii) Oranges, when in any box or carton having inside dimensions 19 3/4 x 13 1/2 x 13 1/2 inches, shall, unless they are in bags of the capacities specified in subdivision (v) of subparagraph (1) of this paragraph, also be of a count equal to the applicable number of oranges specified in this subdivision (ii) for the particular pack size:

Pack sizes	Number of oranges
100	100
125	125
163	163
200	198
252	252
324	31[illegible]

(3) *Grapefruit.* (i) Grapefruit, when in any box or carton, shall, unless otherwise provided in subdivision (ii) of this subparagraph, (*a*) be packed in accordance with the requirements of standard pack or (*b*) be of a size within the diameter limits specified for the following pack size and otherwise be packed in accordance with the requirements of standard pack, except that not to exceed 10 percent, by count, of such grapefruit may be outside such diameter limits:

Pack size	Diameter limits in inches	
	Minimum	Maximum
46	4 9/16	5

(ii) Grapefruit, when in any box or carton having inside dimensions 19 3/4 x 13 1/2 x 13 1/2 inches, shall, unless they are in bags of the capacities specified in subdivision (v) of subparagraph (1) of this paragraph, also be of a count equal to the applicable number of grapefruit specified in this subdivision (ii) for the particular pack size:

Pack size	Number of grapefruit
46	48
54 or 56	56
64	64
70 or 72	72
80	80
96	96
112 or 113	112
125 or 126	125

(c) *Nonapplicability.* The provisions of this section shall not apply to gift packages of fruit.

(d) *Meaning of terms.* Terms used in the marketing agreement and order shall, when used herein, have the same meanings as given to such terms in said marketing agreement and order; and terms relating to grade, pack, and diameter, when used herein, shall have the same meanings as given to such terms in the applicable United States Standards for Oranges (Texas and States other than Florida, California, and Arizona) (7 CFR 51.680–51.712) and the United States Standards for Grapefruit (Texas and States other than Florida, California, and Arizona) (7 CFR 51.620–51.658).

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

Dated: September 9, 1964.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 64-9283; Filed, Sept. 11, 1964; 8:48 a.m.]

[Valencia Orange Reg. 101]

PART 908—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 908.401 Valencia Orange Regulation 101.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 908, as amended (7 CFR Part 908), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Valencia oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on September 10, 1964.

(b) *Order.* (1) The respective quantities of Valencia oranges grown in Arizona and designated part of California which may be handled during the period beginning at 12:01 a.m., P.s.t., September 13, 1964, and ending at 12:01 a.m., P.s.t., September 20, 1964, are hereby fixed as follows:

(i) District 1: Unlimited movement;
(ii) District 2: 500,000 cartons;
(iii) District 3: Unlimited movement.

(2) As used in this section, "handled," "handler," "District 1," "District 2," and "District 3," and "carton" have the same meaning as when used in said amended marketing agreement and order.

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

Dated: September 11, 1964.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 64–9378, Filed, Sept. 11, 1964; 11:21 a.m.]

[Lemon Reg. 128]

PART 910—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

§ 910.428 Lemon Regulation 128.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 910, as amended (7 CFR Part 910; 27 F.R. 8346), regulating the handling of lemons grown in California and Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such lemons as hereinafter provided will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for lemons and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on September 9, 1964.

(b) *Order.* (1) The respective quantities of lemons grown in California and Arizona which may be handled during the period beginning at 12:01 a.m., P.s.t., September 13, 1964, and ending at 12:01 a.m. P.s.t., September 20, 1964, are hereby fixed as follows:

(i) District 1: Unlimited movement;
(ii) District 2: 186,000 cartons;
(iii) District 3: 965 cartons.

(2) As used in this section, "handle," "District 1," "District 2," "District 3," and "carton" have the same meaning as when used in the said amended marketing agreement and order.

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

Dated: September 10, 1964.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 64–9331; Filed, Sept. 11, 1964; 8:50 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Agency

[Airspace Docket No. 64–SO–29]

PART 73—SPECIAL USE AIRSPACE [NEW]

Alteration of Restricted Area

The purpose of this amendment to Part 73 [New] of the Federal Aviation Regulations is to change the controlling agency for Restricted Area/Military Climb Corridor R–5312, Goldsboro, N.C., from the Federal Aviation Agency, Raleigh-Durham, N.C., Approach Control to the Seymour-Johnson AFB, Approach Control. This action is in consonance with the redelegation of approach control service from the Raleigh-Durham Tower to the Seymour-Johnson AFB on July 25, 1964.

Since this amendment is editorial in nature and imposes no additional burden on any person, notice and public procedure hereon are unnecessary and the amendment may be made effective immediately.

In consideration of the foregoing, Part 73 [New] of the Federal Aviation Regulations is amended, effective immediately, as hereinafter set forth.

In § 73.53 (29 F.R. 1269, 5162) the Goldsboro, N.C. (Seymour-Johnson AFB), Restricted Area Military Climb Corridor R–5312 is amended by deleting

"Controlling agency. Federal Aviation Agency, Raleigh-Durham, N.C., Approach Control." and "Using agency. Commander, Seymour-Johnson AFB, N.C." and substituting therefor, "Using agency. Seymour-Johnson AFB, Approach Control."

This amendment is 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 September 4, 1964.

LEE E. WARREN,
Director, Air Traffic Service.

[F.R. Doc. 64-9265; Filed, Sept. 11, 1964; 8:47 a.m.]

Title 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 121—FOOD ADDITIVES

Subpart F—Food Additives Resulting From Contact With Containers or Equipment and Food Additives Otherwise Affecting Food

CELLOPHANE

The Commissioner of Food and Drugs, having evaluated the data submitted in petitions filed by:

Food Machinery and Chemical Corp.,
American Viscose Division,
Marcus Hook, Pa. (FAP 1009);

E. I. du Pont de Nemours and Co., Inc.,
Wilmington 98, Del. (FAP 972);

Rayonier, Inc.,
161 East 42d Street,
New York, N.Y. (FAP 1289) filed jointly with

Wyandotte Chemicals Corp.,
1609 Biddle Avenue, Wyandotte, Mich.

and other relevant material, has concluded that the food additive regulations should be amended to provide for the use of additional substances as optional components of food-packaging cellophane. Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1)), and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (21 CFR 2.90; 29 F.R. 471), § 121.2507 *Cellophane* is amended by changing paragraph (c) in the following respects:

1. The items "Fatty acids from vegetable or animal oils," "Melamine-formaldehyde modified * * *," "Sodium dodecylbenzene sulfonate," "Sodium dioctylsulfosuccinate," "Sorbitan monostearate," and "Vinylidene chloride copolymerized * * *" are changed to read as follows:

(c) List of substances:

	Limitations (residue and limits of addition expressed as percent by weight of finished packaging cellophane)
* * *	* * *
Fatty acids derived from animal and vegetable fats and oils, and the following salts of such acids, single or mixed: Aluminum, ammonium, calcium, magnesium, potassium, sodium.	
* * *	* * *
Melamine-formaldehyde modified with one or more of the following: Butyl alcohol, diaminopropane, diethylenetriamine, ethyl alcohol, guanidine, imino-bis-butylamine, imino-bis-ethylamine, imino-bis-propylamine, methyl alcohol, polyamines made by reacting ethylenediamine or trimethylenediamine with dichloroethane or dichloropropane, sulfanilic acid, tetraethylenepentamine, triethanolamine, triethylenetetramine.	As the basic polymer, and used as a resin to anchor coatings to substrate.
* * *	* * *
Sodium dodecylbenzenesulfonate	
Sodium dioctyl sulfosuccinate	
* * *	* * *
Sorbitan monstearate conforming to the identity prescribed in § 121.1029.	
* * *	* * *
Vinylidene chloride copolymerized with one or more of the following: Acrylic acid, acrylonitrile, butyl acrylate, butyl methacrylate, ethyl acrylate, 2-ethylhexyl acrylate, 2-ethylhexyl methacrylate, ethyl methacrylate, itaconic acid, methacrylic acid, methyl acrylate, methyl methacrylate, propyl acrylate, propyl methacrylate, vinyl chloride.	As the basic polymer.

2. The items "Paraffin, Type I," "Paraffin, Type II," "Polyoxyethylene (20) sorbitan monostearate," and "Sodium lauryl sulfate" are deleted and the following items, substituted therefor, are inserted in alphabetical order:

(c) List of substances:

	Limitations (residue and limits of addition expressed as percent by weight of finished packaging cellophane)
* * *	* * *
Lauryl sulfate salts: Ammonium magnesium, potassium, sodium.	
* * *	* * *
Polysorbate 60 (polyoxyethylene (20) sorbitan monostearate) conforming to the identity prescribed in § 121.1030.	
* * *	* * *
Wax, petroleum, complying with § 121.2586	

3. The following new items are inserted in alphabetical order:

(c) List of substances:

	Limitations (residue and limits of addition expressed as percent by weight of finished packaging cellophane)
Acrylonitrile-butadiene copolymer resins	As the basic polymer.
Acrylonitrile-butadiene-styrene copolymer resins	Do.
Acrylonitrile-styrene copolymer resins	Do.
Acrylonitrile-vinyl chloride copolymer resins	Do.
Alkyl ketene dimers identified in § 121.2538	
Aluminum hydroxide	
Behenamide	
Calcium ethyl acetoacetate	
Castor oil, sulfonated, sodium salt	
Cellulose acetate butyrate	
Cellulose acetate propionate	
Di(2-ethylhexyl) adipate	
Di(2-ethylhexyl) phthalate	Alone or in combination with other phthalates where total phthalates do not exceed 5 percent.

	Limitations (residue and limits of addition expressed as percent by weight of finished packaging cellophane)—Continued
Dimethyldialkyl (C_8-C_{18}) ammonium chloride	0.005 percent, for use only as a flocculant for slip agents.
Disodium EDTA	
Erucamide	
Ethylene-alkene-1 copolymers complying with § 121.2508.	
Ethylene-vinyl acetate copolymers complying with § 121.2570.	
2-Ethylhexyl alcohol	0.1 percent, for use only as lubricant.
Fumaric acid	
Glycerol diacetate	
Glycerol monoacetate	
Hydroxyethyl cellulose, water-insoluble	
Hydroxypropyl cellulose identified in § 121.1160	
Isopropyl acetate	Residue limit 0.1 percent.
Isopropyl alcohol	Residue limit 0.1 percent.
Lanolin	
Maleic acid adduct of butadiene-styrene copolymer	
Mineral oil, white	
Naphthalenesulfonic acid-formaldehyde condensate, sodium salt.	0.1 percent, for use only as an emulsifier.
Nylon resins complying with § 121.2502	
Oleic acid, sulfonated, sodium salt	
Oleyl palmitamide	
Paraffin, synthetic, complying with § 121.2575	
Polycarbonate resins complying with § 121.2574	
Polyethylene glycol (molecular weight greater than 300).	
Polyisobutylene (minimum molecular weight 750,000)	
Polyoxyethylene (20) sorbitan monopalmitate	
Polyoxypropylene-polyoxyethylene block polymers (molecular weight 1,900–9,000).	For use as an adjuvant employed during the processing of cellulose pulp used in the manufacture of cellophane base sheet.
Polypropylene complying with § 121.2501	
Polyvinyl acetate	As the basic polymer.
Polyvinyl alcohol (minimum viscosity of 4 percent aqueous solution at 20° C. of 4 centipoises).	
Polyvinyl stearate	As the basic polymer.
n-Proply acetate	Residue limit 0.1 percent.
n-Propyl alcohol	Residue limit 0.1 percent.
Rubber, natural (natural latex solids)	
Sorbitan monolaurate	
Sorbitan monopalmitate	
Spermaceti wax	
Styrene-maleic anhydride resins	As the basic polymer.
Terpene resins identified in § 121.1059	
Triethylene glycol diacetate, prepared from triethylene glycol containing not more than 0.1 percent of diethylene glycol.	
Vinyl acetate-vinyl chloride copolymer resins	As the basic polymer.
Vinyl acetate-vinyl chloride-maleic acid copolymer resins.	As the basic polymer.

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 25, D.C., 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. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

Effective date. This order shall be effective on the date of its publication in the FEDERAL REGISTER.

(Sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1))

Dated: September 4, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-9285; Filed, Sept. 11, 1964; 8:49 a.m.]

SUBCHAPTER C—DRUGS

PART 130—NEW DRUGS

Statement of Policy in Re Postponement of Reports Requirements Under Certain Conditions

Pursuant to sections 505 and 701 of the Federal Food, Drug, and Cosmetic Act (secs. 505, 701, 76 Stat. 788 et seq., 52 Stat. 1055 as amended; 21 U.S.C. 355, 371), and under authority delegated to the Commissioner of Food and Drugs by the Secretary of Health, Education, and Welfare (21 CFR 2.90; 29 F.R. 471), the following statement of policy is appended to § 130.35:

§ 130.35 Records and reports on new drugs and antibiotics for use by man for which applications or certification forms 5 and 6 became effective or were approved prior to June 20, 1963.

* * * * *

POSTPONEMENT OF REQUIREMENTS OF § 130.35 (b) UNDER SPECIFIED CONDITIONS; STATEMENT OF POLICY

The Pharmaceutical Manufacturers Association and a number of its members have challenged through a court suit the validity of the reports requirements of § 130.35 as they relate to drugs that the firms regard as no longer "new drugs." Counsel for the association and firms requested an administrative stay of enforcement of the reporting requirements of § 130.35(b), pending settlement of the issues raised in the court proceeding. The Commissioner of Food and Drugs has agreed to such a postponement under the following conditions:

Any holder of a new-drug application who wishes to postpone filing the reports required by § 130.35(b) on any drug for which he believes there is a reasonable basis to conclude that it is no longer a "new drug" shall submit to the Food and Drug Administration no later than September 25, 1964, a list of such drugs with their current brochures or package inserts, together with a statement that the current labeling of each listed drug does not differ from the last labeling approved in its new-drug application by reason of the addition of new claims, or the deletion of statements concerning side effects, contraindications or warnings, or, if any such difference exists, a statement of the nature of such difference.

The reporting requirements of § 130.35(b) will be postponed for any such drug, unless the Food and Drug Administration, after receipt of the list and other information required, notifies the applicant that a listed drug, for reasons noted, is not entitled to be temporarily excused from such reporting requirements.

Copies of the correspondence between the Pharmaceutical Manufacturers Association and the Food and Drug Administration have been filed with the Office of Public Information of the Food and Drug Administration as a matter of public information.

(Secs. 505, 701, 52 Stat. 1055 as amended, 76 Stat. 788 et seq.; 21 U.S.C. 355, 371)

Dated: September 9, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-9298; Filed, Sept. 11, 1964; 8:50 a.m.]

Title 26—INTERNAL REVENUE

Chapter I—Internal Revenue Service, Department of the Treasury

[T.D. 6755]

PART 1—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1953

Export Trade Corporations

Correction

On September 9, 1964, Treasury Decision 6755 was published in the FEDERAL REGISTER (29 F.R. 12703) regarding the amendment of the Income Tax Regulations (26 CFR Part 1) to conform to sections 970 and 971 of the Internal Revenue Code of 1954, as added by section 12(a) of the Revenue Act of 1962 (76 Stat. 1006). Paragraph 1 of T.D. 6755 stated that paragraph (d)(3)(i) of § 1.954-1 was amended by adding a new (c). Inadvertently, such amendment was omitted from T.D. 6755 when it was published in the FEDERAL REGISTER. In order for T.D. 6755 to properly reflect this amendment, § 1.954-1 should read as follows:

§ 1.954-1 Foreign base company income.

* * * * *

(d) *Special rules where foreign base company income is less than 30 percent or more than 70 percent of gross income.* * * *

(3) *Method of computation.* * * *

(i) *Computation of foreign base company income.* * * *

(a) The exclusion allowed under section 954(b)(1) and paragraph (b)(1) of this section for dividends, interest, and net gain from qualified investments in less developed countries,

(b) The deductions allowed under section 954(b)(5) and paragraph (c) of this section, and

(c) The reduction in subpart F income provided in section 970(a) and paragraph (b) of § 1.970-1.

* * * * *

Title 41—PUBLIC CONTRACTS

Chapter 8—Veterans Administration

PART 8-4—SPECIAL TYPES AND METHODS OF PROCUREMENT

Subpart 8-4.50—Contracts for Architect-Engineer or Professional Engineering Services

MISCELLANEOUS AMENDMENTS

1. In § 8-4.5002, the headnote is amended to read as follows:

§ 8-4.5002 The Central Office Architect-Engineer Selection and Negotiation Board.

* * * * *

2. New §§ 8-4.5003, 8-4.5003-1, 8-4.5003-2, and 8-4.5003-3 are added to read as follows:

§ 8-4.5003 Procedure for field stations to obtain negotiated contracts for professional engineering services.

§ 8-4.5003-1 From Central Office funds.

The procedure outlined in this section will be followed for obtaining negotiated contracts for professional engineering services in connection with securing field data for construction projects under Central Office jurisdiction and chargeable to Central Office funds. These procedures also apply when professional engineering services are required by Loan Guaranty Service and chargeable to Central Office funds.

(a) Obtain names of several recognized reputable professional engineers or engineering firms from the nearest city, State or Federal engineering office; national engineering societies (American Society of Civil Engineers, American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, National Society of Professional Engineers, etc., depending upon the specialty involved); or any other qualified sources.

(b) Obtain properly executed Standard Form 251, "U.S. Government Architect-Engineer Questionnaire" from each engineering firm setting forth their record of professional experience and other information. Review the information submitted and prepare a list of the firms considered to be qualified for the particular assignment.

(c) Select from the list several firms (preferably three) in the order of desirability who are believed to be the best qualified. In making this selection the following should be taken into consideration: (1) reputation, qualifications, and experience; (2) the services required and the target time for completion; and (3) the availability of the firms for the work and the time required for completion. If considered necessary in performing the steps in this paragraph, hold separate interviews (in person or by telephone) without any discussion of fee during such interviews.

(d) Arrange for a negotiation meeting with the number one firm. At this meeting the scope of the work shall be fully outlined; the terms of the contract discussed; the time for completion of the services and the mutually acceptable lump-sum fee established together with any unit prices that may be required. It should be made clear that the established fee is subject to final approval of the Assistant Administrator for Construction, Washington, D.C., except when the services are requested by Loan Guaranty Service, approval will be by the Chief Benefits Director.

(e) If an agreement cannot be reached through negotiation which the station activity feels it can recommend to the Assistant Administrator for Construction, or the Chief Benefits Director as appropriate, terminate the negotiation in writing and invite the next selected firm to participate in a negotiation for the desired services.

This process should be continued until a mutually agreeable fee with one of the selected firms can be reached. The fee proposed by one firm will not be disclosed or used in the negotiations with any succeeding firm.

(f) When an acceptable agreement is reached with one firm, submit to the Assistant Administrator for Construction or Chief Benefits Director as appropriate: (1) the initial list of firms considered to be qualified with accompanying Standard Form 251 (see paragraph (b) of this section) and the final best qualified list of firms (see paragraph (c) of this section); and (2) recommendation including the name of the firm with whom a mutually agreeable fee has been reached, the amount of the fee and the time for completion (see paragraph (e) of this section). If the Assistant Administrator for Construction or Chief Benefits Director, as appropriate, does not approve the recommendation the station activity will be so advised, negotiations will be terminated in writing and the negotiation process will continue with the next firm on the best qualified list.

(g) Upon approval of the Assistant Administrator for Construction or Chief Benefits Director, as appropriate, a contract shall then be executed by the station.

§ 8-4.5003-2 From field station or supply depot funds.

When professional engineering services will be accomplished with station or depot funds the procedures outlined in § 8-4.5003-1 (a), (b), and (c) will be followed in addition to those outlined in this section.

(a) Arrange for a negotiation meeting with the number one firm. At this meeting the scope of the work shall be fully outlined; the terms of the contract discussed; the time for completion of the services and the mutually acceptable lump-sum fee established together with any unit prices that may be required.

(b) If an agreement cannot be reached through negotiation, terminate the negotiation in writing and invite the next selected firm to participate in a negotiation for the desired services. This process should continue until a mutually agreeable fee with one of the selected firms can be reached. The fee proposed by one firm will not be disclosed or used in the negotiations with any succeeding firm.

(c) When an acceptable agreement is reached a contract shall be executed in accordance with authority contained in § 8-75.201-10 and VA Regulations 4342 and 4520 (38 CFR 36.4342 and 36.4520).

§ 8-4.5003-3 Exception.

The procedures set forth in sections 8-4.5003-1 and 8-4.5003-2 will not apply to contracts for professional engineering service costing less than $500. In such cases routine procurement procedures will be followed.

(Sec. 205(c), 63 Stat. 390, as amended, 40 U.S.C. 486(c); sec. 210(c), 72 Stat. 1114, 38 U.S.C. 210(c))

These regulations are effective immediately.

Approved: September 4, 1964.

By direction of the Administrator.

[SEAL] A. H. MONK,
Associate Deputy Administrator.

[F.R. Doc. 64-9259; Filed, Sept. 11, 1964; 8:47 a.m.]

PART 8-7—CONTRACT CLAUSES

Changes in Rates for Public Utilities, and Technical Industry Standards

1. Section 8-7.150-7 is revised to read as follows:

§ 8-7.150-7 Change in rates for public utilities.

When a contract covers services to be rendered by a public service corporation, and the rates charged for such services are regulated by a Federal, State, or municipal commission, the following clause will be included.

CHANGE IN RATES

The rates specified herein are not in excess of those charged the general public for similar service and will be increased or decreased when such action is approved by the governing regulatory commission.

2. Section 8-7.150-8 is revised to read as follows:

§ 8-7.150-8 Technical industry standards.

Where items are required to conform to technical industry standards, such as those adopted by Underwriters' Laboratories, Incorporated; Factory Mutual Laboratories; American Gas Association; American Society Mechanical Engineers; National Electrical Manufacturers' Association; American Society Heating, Refrigeration and Air Conditioning Engineers; or similar organizations where such standards are generally recognized and accepted in the industry involved, the invitation for bids, request for proposals or request for quotations will so state. In no instance, where there is a multiple choice of laboratories, shall the invitation for bid, request for proposal or request for quotation indicate that the label or certificate of only one such laboratory is acceptable. The following clause will be used unless comparable provisions are contained in the item specification.

TECHNICAL INDUSTRY STANDARDS

The supplies or equipment required by this invitation or request must conform to the standards of the __________[1] and __________[1] as to __________[2]

The bidder or offeror shall submit proof that the item(s) he proposes to furnish conform to the above requirement.

This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. The seal or label of any nationally recognized laboratory such as those listed by the National Fire Protection Association, Boston, Massachusetts, in the current edition of their publication "Research on Fire", is acceptable. Proof may also be furnished in the form of a certificate from one of these laboratories certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

[1] Insert name(s) of organization(s), the standards of which are pertinent to the Government's needs.

[2] Insert pertinent standards, i.e., fire and casualty, safety and fire prevention, sanitation, etc.

(Sec. 205(c), 63 Stat. 390, as amended, 40 U.S.C. 486(c); sec. 210(e), 72 Stat. 1114, 38 U.S.C. 210(c))

These regulations are effective immediately.

Approved: September 8, 1964.

By direction of the Administrator.

[SEAL] A. H. MONK,
Associate Deputy Administrator.

[F.R. Doc. 64-9260; Filed, Sept. 11, 1964; 8:47 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

SUBCHAPTER B—LAND TENURE MANAGEMENT (2000)

[Circular No. 2159]

PART 2240—SALES AND EXCHANGES

Subpart 2241—Alaska Public Sales Act

The purpose of this amendment is to incorporate into the regulations the authority given to the Secretary of the Interior by the Act of July 19, 1963 (77 Stat. 80; 48 U.S.C. 364f) to apply the principles of equity and justice to sales under the Alaska Public Sales Act where purchaser submits proof of compliance with the use requirements of that law more than three years after issuance of a certificate of purchase.

These rules involve matters relating to public property and are not required by law to be published as proposed rule making. This Department, nevertheless, customarily gives such notice and public procedure thereon. However, that practice is deemed unnecessary in this instance because the amendment incorporates in the regulations a statement of statutory authority. Accordingly, these rules shall become effective upon the date of publication in the FEDERAL REGISTER.

A new paragraph is added to § 2241.5-1, to read as follows:

§ 2241.5-1 Application; proof of use.

* * * * *

(c) Under authority of the Act of July 19, 1963 (48 U.S.C. 364f), the provisions of § 2011.1 of this chapter may be applied where the purchaser complies with the use requirements within three years of issuance of a certificate of purchase but submits proof of compliance more than three years after issuance of the certificate.

STEWART L. UDALL,
Secretary of the Interior.

SEPTEMBER 5, 1964.

[F.R. Doc. 64-9249; Filed, Sept. 11, 1964; 8:46 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Parts 1047, 1049]

MILK IN INDIANAPOLIS, AND FORT WAYNE, IND., MARKETING AREAS

Notice of Hearings on Proposed Amendments to Tentative Marketing Agreements and Orders

1. Joint hearing for Indianapolis, Indiana, and Fort Wayne, Indiana, markets [Dockets Nos. AO-319-A5, AO-33-A30]; and

2. Separate hearing for Fort Wayne, Indiana, market [Docket No. AO-33-A31].

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), notice is hereby given of public hearings to be held at the Marott Hotel, 2625 North Meridian Street, Indianapolis, Indiana.

A joint hearing will begin at 9:30 a.m. local time on September 24, 1964, with respect to proposed amendments to the tentative marketing agreements and to the orders, regulating the handling of milk in the Indianapolis, Indiana, and Fort Wayne, Indiana, marketing areas.

A separate hearing will begin at 1:30 p.m. local time on the same day, September 24, 1964, with respect to proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Fort Wayne, Indiana, marketing area.

The joint hearing will be recessed, if necessary, to permit the opening of the hearing to begin at the same location at 1:30 p.m., September 24, 1964. Any necessary continuation of the joint hearing beyond the morning session of September 24, 1964, will follow the conclusion of the separate hearing on Fort Wayne order proposals at an hour to be designated and announced by the presiding officer.

The public hearings are for the purpose of receiving evidence with respect to the economic and marketing conditions which relate to the proposed amendments, hereinafter set forth, and any appropriate modifications thereof, to the tentative marketing agreements and to the orders. The proposed amendments, set forth below, have not received the approval of the Secretary of Agriculture.

Joint hearing for Indianapolis and Fort Wayne, Indiana, markets, Docket Nos. AO-319-A5, AO-33-A30: Proposed by the Wayne Cooperative Milk Producers, Inc., Central Indiana Dairymen's Association, Grant County Dairymen's Association, Inc., Miama Valley Milk Producers Association, Vigo Co-Operative Milk Marketing Co., Inc., and the Pure Milk Association (Chicago):

Proposal No. 1. Continue and maintain the present Class I price differentials, respectively, under the Indianapolis, Indiana, order (7 CFR Part 1049) and under the Fort Wayne, Indiana, order (7 CFR Part 1047).

Proposal No. 2. Amend both the Indianapolis, Indiana, order and the Fort Wayne, Indiana, order to provide for a common supply-demand formula for both orders based upon the Class I sales and producer receipts of the two markets in combination. Further, to provide that the base or standard utilization ratios and the "mover" in such formulas be established on a two-month moving average basis with adjustments to Class I price (not to exceed 20 cents in any one month) at a rate of two cents per percentage point deviation of the current "mover" above or below the listed maximum or minimum base percentage figures for the applicable month.

Month	Months used	Minimum	Maximum
January	October-November	76	80
February	November-December	75	79
March	December-January	73	77
April	January-February	74	78
May	February-March	72	76
June	March-April	70	74
July	April-May	65	69
August	May-June	60	64
September	June-July	62	66
October	July-August	66	70
November	August-September	73	77
December	September-October	76	80

Proposed by the Milk Marketing Orders Division, Agricultural Marketing Service:

Proposal No. 3. Review § 1049.52(a) of the Indianapolis, Indiana, order and § 1047.52(a) of the Fort Wayne, Indiana, order in relation to proposals (1) and (2) above.

Proposal No. 4. Make such changes as may be necessary to make the entire marketing agreements and the orders conform with any amendments thereto that may result from this hearing.

Hearing for Fort Wayne, Indiana, market, Docket No. AO-33-A31: Proposed by the Tonne Dairy, Inc.:

Proposal No. 1. Revise § 1047.16 to read as follows:

§ 1047.16 Fluid milk products.

Fluid milk products means milk, skim milk, buttermilk, flavored milk, flavored milk drinks, concentrated milk disposed of for fluid consumption (other than in hermetically sealed cans), cream, and any mixture of cream and milk or skim milk (except frozen cream, sour cream, aerated cream products, eggnog, milk shake mixes, ice cream, ice cream mixes, other frozen desserts, and sterilized products packaged in hermetically sealed containers).

Proposed by the Milk Marketing Orders Division, Agricultural Marketing Service:

Proposal No. 2. Make such changes as may be necessary to make the entire marketing agreement and the order conform with any amendments thereto that may result from this hearing.

Copies of this notice of hearings and the orders may be procured from the Market Administrator of the Indianapolis, Indiana, order, Wendell M. Costello, 5130 North Brouse Avenue, Indianapolis, Indiana, 46205, the Market Administrator of the Fort Wayne, Indiana, order, Richard J. Connolly, 1122 South Harrison Street, Fort Wayne, Indiana, 46802, or from the Hearing Clerk, Room 112, Administration Building, United States Department of Agriculture, Washington, D.C., 20250, or may be there inspected.

Signed at Washington, D.C., on September 8, 1964.

CLARENCE H. GIRARD,
Deputy Administrator,
Regulatory Programs.

[F.R. Doc. 64-9253; Filed, Sept. 11, 1964; 8:46 a.m.]

Agricultural Research Service

[7 CFR Part 362]

PESTICIDES CONTAINING THALLIUM COMPOUNDS INTENDED FOR HOUSEHOLD USE

Notice of Proposed Revision of Interpretation

Notice of proposed revision of Interpretation 22 under the Federal Insecticide, Fungicide, and Rodenticide Act with respect to pesticides (economic poisons) containing thallium compounds intended for household use.

Since the issuance of Interpretation 22 with respect to pesticides (economic poisons) containing thallium compounds intended for household use (7 CFR 362.120) experience has shown that the limitations imposed therein have not been adequate to prevent injury to the public. Therefore, notice is hereby given that pursuant to the authority of § 362.3 of the regulations (7 CFR 362.3) under the Federal Insecticide, Fungicide, and Rodenticide Act (61 Stat. 163; 7 U.S.C. 135-135k) consideration is being given to the revision of Interpretation 22 to read as follows:

§ 362.120 Interpretation with respect to utilization of thallium products for the control of insect and rodent pests in the household.

(a) *Limitations on registration.* (1) Labels and other labeling accepted in connection with registration of thallium-containing products must bear clearly and prominently a statement to the effect that the product is to be used only by professional pest control operators or personnel of state or Federal Government agencies trained in the proper use and management of such products. Examples of acceptable wording of such limiting statements are as follows:

(i) "For Use by Professional Pest Control Operators Only."
(ii) "For Use by Government Agencies Only."
(iii) "For Use by Professional Pest Control Operators, and Government Agencies Only."

(2) In addition to the above statement, the label must also bear clearly and prominently a warning against sale to, or use by, the general public.

(3) Products (finished baits) to be used in or around the household may contain no more than 1.25 percent of thallium sulfate or 1.0 percent of thallium calculated as the metallic element.

(b) *Precautionary labeling.* The following precautionary statements will be required as a part of the label for all products which are otherwise acceptable for registration as specified in §§ 362.6 (g) and 362.9 of the regulations for the enforcement of the Act. The front panel of the label must bear the word "POISON" (in red) on a contrasting background, the skull and crossbones, and the following antidote and warning statements:

ANTIDOTE: Give a tablespoonful of salt in a glass of warm water and repeat until vomit fluid is clear. Have victim lie down and keep warm. Call a physician immediately!

DANGER! KEEP OUT OF REACH OF CHILDREN. Cumulative Poison! Absorbed through the skin. Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling. Keep children and domestic animals away from baited areas and burn or bury all pests killed.

(c) *Directions for use.* The directions should provide that: (1) The bait containers be closely spaced in the areas where rats, mice, ants, cockroaches, or other insect pests are observed; (The baits may be exposed in their original containers when they are suitable, or placed in such other containers as will dispense the liquid syrup, paste, or solid, and render it freely available to the pests to be controlled.) (2) Other food be removed in order to force pests to feed on the poison baits; (3) Baits be placed in locations inaccessible to humans and useful animals, or enclosed in strong, locked stations that only the small-sized pest can enter; (4) The locations of all bait placements in the premises be recorded and the baits collected at the end of the baiting period; (5) Baited areas be posted; (6) Dead roaches be swept up, and dead rats and mice picked up and carefully disposed of by burning or burying deeply. (Since thallium remains in the bodies of the pests killed by these baits, secondary poisoning is possible.)

(d) *Ingredient statement.* (1) Since all formulations containing thallium compounds which are acceptable for registration are regarded as highly toxic within the meaning of § 362.8 of the regulations for the enforcement of the Act, the following form of ingredient statement is required:

	Percent
Active ingredient: Thallium sulfate	------
Inert ingredient	------
Total	100

(2) The correct figures shall be entered in the blank spaces.

(e) *Registration.* All applications for registration shall include duplicate copies of all labels, circulars, or other literature which may be associated with or accompany the product at any time as long as it remains in channels of trade. A statement of the full formula shall be included giving each ingredient (including those in the bait) by percent.

All persons who desire to submit written data, views, or arguments in connection with this matter should file the same with the Director, Pesticides Regulation Division, Agricultural Research Service, United States Department of Agriculture, Washington, D.C., 20250, within thirty days after the date of publication of this notice in the FEDERAL REGISTER.

All written submissions made pursuant to this notice will be made available for public inspection at such times and places and in a manner convenient to the public business (7 CFR 1.27(b)).

Done at Washington, D.C., this 8th day of September 1964.

JUSTUS C. WARD,
Director,
Pesticides Regulation Division.

[F.R. Doc. 64-9284; Filed, Sept. 11, 1964; 8:49 a.m.]

[9 CFR Parts 145, 146, 147]

NATIONAL POULTRY AND TURKEY IMPROVEMENT PLANS AND AUXILIARY PROVISIONS

Notice of Proposed Rule Making

Notice is hereby given, in accordance with Section 4 of the Administrative Procedure Act (5 U.S.C. 1003), that the Department of Agriculture has under consideration proposed amendments of the National Poultry and Turkey Improvement Plans and Auxiliary Provisions recommended by the 1964 conference of representatives of the State agencies cooperating in the administration of the plans, and that, pursuant to section 101(b) of the Department of Agriculture Organic Act of 1944, as amended (7 U.S.C. 429), it is proposed to amend Parts 145, 146, and 147 of Title 9, Code of Federal Regulations, to incorporate such recommended amendments and to make incidental changes for clarity and consistency. Said Parts 145, 146, and 147 would be amended in the following respects:

1. Section 145.1 would be amended by changing paragraph (n) to read:

(n) *Products.* Chicken breeding stock and hatching eggs, baby chicks and started chickens.

2. Section 145.1 would be further amended by adding a new paragraph (s) to read:

(s) *Started chickens.* Young chickens (chicks, pullets, cockerels, capons) which have been fed and watered and are less than 5 months of age.

3. Section 145.4 would be amended by changing paragraph (f) to read:

(f) Each shipment of products to points outside the United States and its territories and possessions shall be accompanied by a properly executed NPIP Form 15F, Report of Sales of Hatching Eggs, Chicks, and Poults (For Shipment Outside the United States).

4. The first sentence of paragraph (a) of § 145.5 would be amended to read: "Poultry equipment, and poultry houses and the land in the immediate vicinity thereof, shall be kept in sanitary condition, and the participating flock, its eggs, and all equipment used in connection with the flock shall be separated from nonparticipating flocks, in a manner acceptable to the Official State Agency."

5. Section 145.6 would be amended by changing subparagraph (4) of paragraph (a) to read:

(4) Hatchery residue, such as eggshells, infertile eggs, and dead germs, shall be disposed of promptly and in a manner satisfactory to the Official State Agency.

6. Section 145.8 would be amended by adding a sentence to paragraph (b) to read: "Started chickens shall lose their identity under plan terminology when not maintained by plan participants under the conditions prescribed in § 145.5 (a)."

7. Section 145.14 would be amended by adding two sentences to paragraph (g) to read: "When S. pullorum or S. gallinarum is isolated from a specimen which originated in a participating hatchery, the State Inspector shall attempt to locate and eliminate the source of the infection. The results of the Inspector's investigation shall be reported to the Official State Agency and the AH Division."

8. Section 145.26 would be amended by redesignating present subparagraphs (12), (13), (14), (15), (16), (17), and (18) of paragraph (c) as (13), (14), (15), (16), (17), (18), and (19), respectively, and by adding a new subparagraph (12) to read:

(12) Percent Large and Extra Large eggs, computed from all eggs laid one day each week per entry.

9. Section 146.1 would be amended by changing paragraph (r) to read:

(r) *Trade name or number.* A name or number compatible with State or Federal laws and regulations applied to a specified stock or product thereof.

10. Section 146.4 would be amended by changing paragraph (h) to read:

(h) Each shipment of products to points outside the United States and its territories and possessions shall be accompanied by a properly executed NPIP Form 15F, Report of Sales of Hatching Eggs, Chicks, and Poults (For Shipment Outside the United States).

11. Section 146.5 would be amended by changing paragraph (c) to read:

(c) A flock shall be deemed to be a participating flock at any time only if it has been officially blood tested within the past 12 months and qualified for the U.S. Pullorum-Typhoid Clean classification. (See § 146.14 relating to the official blood test.)

12. Section 146.6 would be amended by changing subparagraph (4) of paragraph (a) to read:

(4) Hatchery residue, such as eggshells, infertile eggs, and dead germs, shall be disposed of promptly and in a manner satisfactory to the Official State Agency.

13. Section 146.8 would be amended by changing paragraph (a) to read:

(a) The official classification terms defined in §§ 146.9, 146.10, and 146.31 and the various designs illustrative of the official classifications as reproduced in § 146.10 may be used only by participants and to describe products that have met all the specific requirements of such classifications. (See also § 146.16(e).)

14. Section 146.8 would be further amended by deleting subparagraph (2) of paragraph (c).

15. Section 146.9 would be amended by changing the first two sentences to read: "Participating hatcheries and dealers producing or selling products described in section 146.10 shall be designated as "National Plan Hatchery" and "National Plan Dealer", respectively. Each such participating hatchery or dealer may be assigned a permanent approval number by the AH Division."

16. Section 146.10 would be amended by adding a new paragraph (g) to read:

(g) *U.S. M. gallisepticum tested.* (1) Flocks maintained in accordance with the conditions and procedures described in § 147.36 and in which no reactors were found when tested in accordance with the following procedures:

(i) A random sample of at least 10 percent of the birds in the flock shall be tested when more than 4 months of age.

(ii) The blood samples shall be drawn by an authorized agent or State Inspector and shall be tested by an authorized laboratory, using either the serum plate agglutination test, the tube agglutination test, the hemagglutination inhibition test, or a combination of two or more of these tests. The HI test shall be used on all reactors as the final test to determine the presence of Mycoplasma gallisepticum.

(iii) The tests shall be conducted, using M. gallisepticum antigen approved by the Department in accordance with the recommendations of the producer of the antigen.

(2) When reactors are submitted as prescribed by the Official State Agency and the laboratory fails to demonstrate pathogenic M. gallisepticum infection or antibodies as demonstrated by the HI test, the flock shall be deemed to have had no M. gallisepticum reactors.

(3) A flock qualified as U.S. M. gallisepticum tested may retain the classification for one year, provided it is maintained in isolation and no evidence of M. gallisepticum infection is revealed.

(4) In order to sell hatching eggs or poults of this classification, all hatching eggs and poults handled by the participant must be of this classification.

17. Section 146.11 would be amended by changing paragraph (a) to read:

(a) The Official State Agency may designate qualified persons as authorized agents to do the selecting and blood collecting provided for in §§ 146.5, 146.10, 146.14, and 146.31.

18. Section 146.14 would be amended by changing paragraphs (a) and (b) to read:

(a) In the official blood tests, the blood shall be drawn by an authorized agent or State Inspector and tested by an authorized laboratory, using (1) for pullorum-typhoid, the procedures described in § 147.1 or § 147.2 of this chapter; and (2) for typhimurium, the procedure described in § 147.4 of this chapter.

(b) There shall be an interval of at least 21 days between any official blood test and any previous test with Salmonella antigen.

19. Section 146.14 would be further amended by changing the fourth sentence of paragraph (f) to read: "When reactors are submitted within 10 days from date of reading the test and the bacteriological examination fails to demonstrate infection of the serotype for which the test was conducted, the flock shall be deemed to have had no reactors to the specified test."

20. Section 146.14 would be still further amended by adding two sentences to paragraph (g) to read: "When S. pullorum or S. gallinarum is isolated from a specimen which originated in a participating hatchery, the State Inspector shall attempt to locate and eliminate the source of the infection. The results of the Inspector's investigation shall be reported to the Official State Agency and the AH Division."

21. Section 146.30 would be amended by deleting subparagraph (9) of paragraph (l).

22. Part 146 would be further amended by adding a new § 146.31 to read:

§ 146.31 U.S. Typhimurium Control Program.

A program designed to provide recognition of turkey breeding flocks and hatcheries that are maintained in strict compliance with prescribed conditions and procedures essential to the control of S. typhimurium. Any person complying with and subject to the provisions of §§ 146.1 through 146.4, 146.8, and 146.11 through 146.13 may participate in this program, irrespective of the qualification of his products for any of the classifications described in § 146.10.

(a) *Flocks.* Flocks may be designated as "Participating in U.S. Typhimurium Control Program" when the following conditions are met:

(1) The flock shall consist of healthy, normal individuals and each bird shall be identified with a sealed and numbered band approved by the Official State Agency.

(2) All birds have been officially blood tested within the past 12 months for S. typhimurium as provided in § 146.14, with no reactors on the last test.

(3) The flock is maintained in compliance with the provisions of § 147.31 of this chapter, and the hatching eggs are handled in compliance with the provisions of § 147.32 of this chapter in a manner satisfactory to the Official State Agency.

(4) Hatching eggs are collected from the nests at frequent intervals throughout the day and fumigated in accordance with § 147.35(a) of this chapter as soon as possible and no later than 8 hours after collection. Eggs laid at night are collected early each morning and fumigated immediately.

(b) *Hatcheries.* Hatcheries may be designated as "Participating in U.S. Typhimurium Control Program" when the following conditions are met:

(1) All products handled are produced by flocks or other hatcheries which are officially designated as "Participating in U.S. Typhimurium Control Program."

(2) The hatchery is maintained and its operations conducted in compliance with the provisions of §§ 147.33, 147.34, and 147.35 of this chapter in a manner satisfactory to the Official State Agency.

(3) A hatchery which keeps started poultry (poultry that has been fed or watered) must keep such poultry separated from the incubator room in a manner satisfactory to the Official State Agency.

(4) All hatcheries within a State which are operated under the ownership or management of the same person or persons or related corporations, or in which the same person or persons have a substantial financial interest as partners or otherwise, shall participate in the U.S. Typhimurium Control Program if any of them are to participate.

(c) *Dealers.* Dealers in turkey breeding stock or hatching eggs or poults may be designated as "Participating in U.S. Typhimurium Control Program" when they comply with all provisions of this section which apply to their operations.

23. Section 147.25 would be amended by changing paragraph (c) to read:

(c) Three members shall be elected at each NPIP and NTIP Conference. Each member shall serve for a period of 4 years, subject to the continuation of the committee by the Secretary of Agriculture, and may not succeed himself. Each member elected subsequent to July 9, 1966, shall be a participant in NPIP or NTIP and may serve only while such participation is continued.

24. Part 147 would be further amended by adding a new § 147.36 to read:

§ 147.36 Procedures for establishing isolations and maintaining sanitation and good management practices for the control of mycoplasma gallisepticum.

(a) Required procedures:

(1) Allow no visitors except under controlled conditions;

(2) Maintain breeder flocks on farms free from market birds, or follow proper isolation procedures as approved by the Official State Agency;

(3) Eliminate other domesticated fowl from breeder farm;

(4) Dispose of all dead birds by burning, deep burial, or by putting them into special disposal pits.

(b) Recommended procedures:

(1) Avoid the introduction of Mycoplasma gallisepticum infected eggs, poults, or adult birds;

(2) Prevent indirect transmission from outside sources through contaminated equipment, footwear, clothing, vehicles, or other mechanical means;

(3) Provide adequate isolation of breeder flocks to avoid airborne transmission from infected flocks;

(4) Minimize contact of breeder flocks with game and free-flying birds;

(5) Keep the rodent population and other pests under control;

(6) Tailor vaccination programs to needs of farm and area;

(7) Clean and disinfect equipment after each use;

(8) Provide clean footwear and provide an adequate security program;

(9) Clean and disinfect houses between flocks;

(10) Use well-drained range;

(11) Use clean, dry litter free of mold;

(12) Keep accurate records of death losses;

(13) Seek services of veterinary diagnostician if abnormal losses or signs of disease occur;

(14) Adopt and maintain a clean-egg program.

Any person who wishes to submit written data, views, or arguments concerning the proposed amendments of the National Poultry and Turkey Improvement Plans and Auxiliary Provisions may do so by filing them with the Director, Animal Husbandry Research Division, Agricultural Research Center, Beltsville, Maryland, within 30 days after publication hereof in the FEDERAL REGISTER.

All written submissions made pursuant to this notice will be made available for public inspection at such times and places and in a manner convenient to the public business (7 CFR 1.27(b)).

Done at Washington, D.C., this 8th day of September 1964.

GEORGE W. IRVING, Jr.,
Acting Administrator,
Agricultural Research Service.

[F.R. Doc. 64-9254; Filed, Sept. 11, 1964; 8:47 a.m.]

Agricultural Stabilization and Conservation Service

[7 CFR Part 722]

UPLAND AND EXTRA LONG STAPLE COTTON

Notice of Determination To Be Made With Respect to the 1965 Crops

The Secretary of Agriculture is preparing to make determinations with respect to the 1965 crops of upland cotton and extra long staple cotton pursuant to the Agricultural Adjustment Act of 1938, as amended (referred to as the "act") (52 Stat. 38, as amended; 7 U.S.C. 1281 et seq.). These determinations include the following:

(a) Whether a national marketing quota is required to be proclaimed for the 1965 crop of upland cotton under section 342 of the act and if such quota is required,

(1) The amount of the national quota in bales under section 342 of the act,

(2) The amount of the national allotment in acres under section 344(a) of the act,

(3) The amount of the national reserve in acres under section 344(b) of the act,

(4) The apportionment of the national allotment and national reserve to the States and counties under section 344 (b) and (e) of the act,

(5) The amount of the national domestic acreage allotment under section 350 of the act,

(6) The farm domestic allotment percentage under section 350 of the act, and

(7) The date for holding the referendum under section 343 of the act.

(b) Whether a national marketing quota is required to be proclaimed for the 1965 crop of extra staple cotton under section 347 of the act and if such quota is required,

(1) The amount of the national quota in bales under section 347 of the act,

(2) The amount of the national allotment in acres under section 344(a) of the act,

(3) The apportionment of the national allotment to the States and counties under section 344 (b) and (e) of the act, and

(4) The date for holding the referendum under section 343 of the act.

The Secretary is required under section 342 of the act for upland cotton and under section 347 of the act for extra long staple cotton to proclaim the respective national quotas not later than October 15, 1964, for the 1965 crops of upland cotton and extra long staple cotton. The Secretary is required under section 350 of the act for upland cotton to proclaim the national domestic acreage allotment not later than December 15, 1964, for the 1965 crop of upland cotton.

It is proposed to establish December 15, 1964, as the date for holding the respective referendums for the 1965 crops of upland cotton and extra long staple cotton.

Prior to making any of the foregoing determinations, consideration will be given to any data, views, and recommendations which are submitted in writing to the Director, Policy and Program Appraisal Division, Agricultural Stabilization and Conservation Service, United States Department of Agriculture, Washington, D.C., 20250, within 20 days following the publication of this notice in the FEDERAL REGISTER. The date of the postmark will be considered as the date of any submission. All written submissions made pursuant to this notice will be made available for public inspection at such times and places and in a manner convenient to the public business (7 CFR 1-27(b)).

Effective date: Date of publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on September 8, 1964.

H. D. GODFREY,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 64-9256; Filed, Sept. 11, 1964; 8:47 a.m.]

[7 CFR Part 729]

PEANUTS

Notice of Proposed Proclamations With Respect to 1965 National Marketing Quota, National Acreage Allotment, and Apportionment of National Acreage Allotment to States

The Secretary of Agriculture is required by section 358(a) of the Agricultural Adjustment Act of 1938, as amended (7 U.S.C. 1358(a)), to proclaim, between July 1 and December 1 of each calendar year, the amount of the national marketing quota for peanuts for the crop produced in the next succeeding calendar year. The amount of such quota is the total quantity of peanuts which will make available for marketing a supply of peanuts from the crop with respect to which the quota is proclaimed equal to the average quantity of peanuts harvested for nuts during the five years immediately preceding the year in which such quota is proclaimed, adjusted for current trends and prospective demand conditions.

Section 358(a) of the act further provides that the national marketing quota for peanuts shall be converted to a national acreage allotment by dividing such quota by the normal yield per acre of peanuts for the United States determined by the Secretary on the basis of the average yield per acre of peanuts in the five years preceding the year in which the quota is proclaimed, with such adjustment as may be found necessary to correct for trends in yields and for abnormal conditions of production affecting yields.

Section 358(a) of the act also requires that the national marketing quota be a quantity of peanuts sufficient to provide a national acreage allotment of not less than 1,610,000 acres.

Section 358(c)(1) of the act (7 U.S.C. 1358(c)(1)) provides that the national acreage allotment for any year, less the acreage to be allotted to new farms under section 358(f) of the act (7 U.S.C. 1358 (f)), shall be apportioned among the States on the basis of their share of the national acreage allotment for the most recent year in which such apportionment was made. Pursuant to this provision of the act, the national acreage allotment for the 1965 crop of peanuts will be apportioned to States on the basis of their share of the 1964 national acreage allotment.

Before any action is taken with respect to proclaiming the national marketing quota, establishing the national acreage allotment, apportioning the national acreage allotment among the States, and determining the percentage of the national acreage allotment to be reserved for new farms, consideration will be given to any data, views, and recommendations relating thereto which are submitted in writing to the Director, Policy and Program Appraisal Division, Agricultural Stabilization and Conservation Service, U.S. Department of Agriculture, Washington, D.C., 20250.

All written submissions must be postmarked not later than 15 days after publication of this notice in the FEDERAL REGISTER.

All written submissions made pursuant to this notice will be made available for public inspection at such times and places and in a manner convenient to the public business (7 CFR 1.27(b)).

Signed at Washington, D.C., on: September 8, 1964.

H. D. GODFREY,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 64-9255; Filed, Sept. 11, 1964; 8:47 a.m.]

FEDERAL AVIATION AGENCY

[14 CFR Part 4b]

[Reg. Docket No. 4025; Notice 64-12A]

PREVENTION OF CRASH FIRES IN TRANSPORT AIRPLANES

Extension of Comment Period

On February 27, 1964, the Federal Aviation Agency issued an advance notice of proposed rule making (29 F.R. 3012; March 5, 1964), soliciting public comment on the practicability and availability of techniques for the prevention of crash fires in transport airplanes. Comments were also solicited for tentative design criteria for methods of fuel containment and ignition suppression that were set forth in the notice. The closing date specified in the notice for receipt of comments was June 5, 1964.

The Aerospace Industries Association of America (AIA) has made a timely request that the time for receipt of comments be extended to December 5, 1964, to allow completion of an investigation of the crash fire problem by certain of its members.

AIA states that a task group representing manufacturers of transport airplanes has been formed to review certain parameters that have a direct bearing on the crash fire problem. The group plans to analyze and summarize the data collected and to submit it to the Agency within the time requested.

I find that petitioner has a substantial interest in the subject matter of the proposal, has established good cause for granting the extension requested, and that the extension would be consistent with the reasons for issuing the proposal in the form of an advance notice of proposed rule making and with the public interest. Therefore, the time for submitting comments on Notice 64-12 is extended to December 5, 1964.

Communications should identify the regulatory docket or notice number and be submitted in duplicate to the Federal Aviation Agency, Office of the General Counsel: Attention Rules Docket, 800 Independence Avenue SW., Washington, D.C., 20553. All comments submitted will be available, both before and after the closing date for comments, in the rules docket for examination by interested persons.

Issued in Washington D.C., on September 8, 1964.

C. W. WALKER,
Acting Director, Flight Standards Service.

[F.R. Doc. 64-9269; Filed, Sept. 11, 1964; 8:48 a.m.]

[14 CFR Part 71 [New]]

[Airspace Docket No. 64-SW-45]

CONTROL ZONE

Proposed Designation

The Federal Aviation Agency is considering an amendment to Part 71 [New] of the Federal Aviation Regulations which would designate a part-time control zone at Riverside Airport, Tulsa, Oklahoma.

The Federal Aviation Agency is considering the designation of a 3-mile radius control zone at Riverside Airport, Tulsa, Oklahoma (latitude 36°02'19" N., longitude 95°59'00" W.). The control zone would be effective from 0600 to 2200 hours, local time, daily.

Weather and communications service would be provided to aircraft utilizing the control zone by FAA Control Tower personnel. It is expected that the control tower at Riverside Airport will be commissioned on or about November 9, 1964.

Designation of this control zone would provide protection for aircraft arriving and departing Riverside 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 Agency, P.O. Box 1689, Fort Worth, Texas, 76101. All communications received within forty-five 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 Agency 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 Agency, Fort Worth, Texas.

An informal docket will also be available for examination at the Office of the Chief, Air Traffic Division.

This amendement 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 August 28, 1964.

ARCHIE W. LEAGUE,
Director, Southwest Region.

[F.R. Doc. 64-9266; Filed, Sept. 11, 1964; 8:47 a.m.]

[14 CFR Part 71 [New]]

[Airspace Docket No. 63-SW-102]

CONTROL ZONES, TRANSITION AREAS, AND CONTROL AREA EXTENSION

Proposed Alteration, Designation, and Revocation

The Federal Aviation Agency is considering amendments to Part 71 [New] of the Federal Aviation Regulations, which would alter the controlled airspace in the San Antonio, Tex., terminal area.

The following controlled airspace is presently designated in the San Antonio, Tex., terminal area:

1. The San Antonio, Tex. (International Airport), control zone is designated as that airspace within a 5-mile radius of San Antonio International Airport (latitude 29°31'50" N., longitude 98°28'12" W.); within 2 miles either side of the San Antonio VORTAC 184° radial extending from the 5-mile radius zone to the VORTAC, and within 2 miles either side of the San Antonio No. 2 ILS localizer NW course extending from the 5-mile radius zone to the LOM.

2. The San Antonio, Tex. (Randolph AFB), control zone is designated as that airspace within a 5-mile radius of Randolph AFB (latitude 29°32'09" N., longitude 98°16'57" W.); within 2 miles either side of the La Vernia, Tex., VOR 338° radial, extending from the 5-mile radius zone to the La Vernia VOR, and within 2 miles either side of the 329° bearing from the Randolph RBN extending from the 5-mile radius zone to the Randolph RBN.

3. The San Antonio, Tex. (Kelly AFB), control zone is designated as that airspace within a 5-mile radius of Kelly AFB (latitude 29°23'00" N., longitude 98°35'00" W.); within 2 miles either side of the Kelly ILS localizer N. course extending from the 5-mile radius zone to the OM, and within 2 miles either side of the Somerset, Tex., VOR 035° radial extending from the 5-mile radius zone to the Somerset VOR.

4. The San Antonio, Tex. (Stinson Field), control zone is designated as that airspace within a 3-mile radius of Stinson Field (latitude 29°20'15" N., longitude 98°28'20" W.), and within 2 miles each side of the Stinson VOR 346° radial, extending from the 3-mile radius zone to the VOR, excluding the portion within the Kelly AFB control zone. This control zone is effective from 0700 to 2300 hours, local time, daily.

5. The San Antonio, Tex., control area extension is designated as that airspace

within a 60-mile radius of the San Antonio RBN; the airspace E. of San Antonio bounded on the N. by the Austin, Tex., control area extension, on the NE by V-180 and on the S. by V-198.

The Federal Aviation Agency, having completed a comprehensive review of the terminal airspace structure requirements in the San Antonio, Tex., terminal area, including studies attendant to the implementation of the provisions of CAR Amendments 60-21/60-29, proposes the following airspace actions:

1. Redesignate the San Antonio, Tex. (International Airport), control zone as that airspace within a 5-mile radius of San Antonio International Airport (latitude 29°31'50" N., longitude 98°28'12" W.); within 2 miles each side of the San Antonio VORTAC 184° radial extending from the 5-mile radius zone to 1 mile S. of the VORTAC, within 2 miles each side of the San Antonio ILS localizer NW course extending from the 5-mile radius zone to 1 mile SE of the OM, and within 2 miles each side of the San Antonio ILS localizer NE course extending from the 5-mile radius zone to 6 miles NE of the airport.

2. Redesignate the San Antonio, Tex. (Randolph AFB), control zone as that airspace within a 5-mile radius of Randolph AFB (latitude 29°32'09" N., longitude 98°16'57" W.); within 2 miles each side of the La Vernia, Tex., VOR 329° and 338° radials extending from the 5-mile radius zone to 1 mile NW of the VOR, and within 2 miles each side of the Randolph AFB TACAN 156° radial extending from the TACAN to 7.5 miles SE.

3. Redesignate the San Antonio, Tex. (Kelly AFB), control zone as that airspace within a 5-mile radius of Kelly AFB (latitude 29°22'57" N., longitude 98°34'25" W.); within 2 miles each side of the Kelly AFB ILS localizer N. course extending from the 5-mile radius zone to 1 mile S. of the OM, and within 2 miles each side of the Kelly AFB TACAN 341° radial extending from the 5-mile radius zone to the TACAN.

4. Revoke the San Antonio control area extension.

5. Designate the San Antonio transition area as that airspace extending upward from 700 feet above the surface bounded by a line beginning at latitude 29°22'30" N., longitude 97°47'00" W., thence W. via latitude 29°22'30" N., to and clockwise along the arc of a 23-mile radius circle centered at latitude 29°31'50" N., longitude 98°28'12" W., to latitude 29°46'30" N., thence to latitude 29°43'00" N., longitude 98°01'30" W., thence to point of beginning, and within 5 miles NE and 8 miles SW of the 149° bearing from the Randolph AFB RBN extending from the RBN to 12 miles SE, within 5 miles NE and 8 miles SW of the La Vernia VOR 149° radial extending from the VOR to 12 miles SE, within 2 miles each side of the 189° bearing from the Kelly AFB OM extending from the OM to 23 miles S., and within 2 miles each side of the Kelly VOR 189° radial extending from the VOR to 26 miles S.; and that airspace extending upward from 1,200 feet above the surface bounded by a line beginning at latitude 30°33'30" N., longitude 98°31'30" W.; thence to latitude 29°45'30" N., longitude 98°06'00" W.; to latitude 29°50'08" N., longitude 97°25'45" W.; to latitude 29°19'45" N., longitude 97°26'00" W.; to latitude 29°00'00" N., longitude 97°43'00" W.; to latitude 28°43'30" N., longitude 98°17'30" W.; to latitude 28°54'00" N., longitude 99°05'00" W.; to latitude 30°10'40" N., longitude 99°18'40" W.; thence to point of beginning; and that airspace extending upward from 4,500 feet MSL bounded by a line beginning at latitude 29°24'00" N., and the arc of a 75-mile radius circle centered at latitude 29°38'37.7" N., longitude 98°27'39.7" W.; thence clockwise along this arc to longitude 98°33'00" W.; thence to latitude 30°33'30" N., longitude 98°31'30" W.; to latitude 30°10'40" N., longitude 99°18'40" W.; to latitude 29°19'45" N., longitude 99°10'00" W.; thence to point of beginning; and that airspace extending upward from 6,500 feet MSL bounded by a line beginning at latitude 29°54'00" N., longitude 96°49'00" W.; thence to latitude 28°55'20" N., longitude 96°26'45" W.; to latitude 28°52'50" N., longitude 96°28'30" W.; to latitude 29°08'00" N., longitude 97°00'00" W.; to latitude 29°00'00" N., longitude 97°17'00" W.; to latitude 29°00'00" N., longitude 97°43'00" W.; to latitude 29°19'45" N., longitude 97°26'00" W.; to latitude 29°50'08" N., longitude 97°25'45" W.; thence to point of beginning; excluding the portions of the transition area with floors of 4,500 and 6,500 feet MSL that lie within Federal airways.

6. Designate the Johnson City transition area as that airspace extending upward from 700 feet above the surface within a 5-mile radius of the Johnson City, Tex., airport (latitude 30°15'20" N., longitude 98°37'15" W.); and within 2 miles each side of the 175° bearing from the Johnson City RBN extending from the 5-mile radius area to 8 miles S. of the RBN.

The floors of the airways that would traverse the transition areas proposed herein would automatically coincide with the floors of the transition areas with the exception of those within the 4,500- and 6,500-foot MSL portions.

The proposed alterations to the San Antonio International Airport, Randolph AFB, and Kelly AFB control zones would provide protection for aircraft executing prescribed instrument approach and departure procedures at the associated airports. The proposed designation of the 1,200-foot floor portion of the San Antonio transition area and the revocation of the San Antonio control area extension would raise the floor of controlled airspace beyond the immediate vicinity of the San Antonio International, Randolph AFB, Kelly AFB, Stinson Field, and Johnson City airports from 700 to 1,200 feet above the surface. The portions of controlled airspace retained would provide protection for aircraft executing the portions of the prescribed instrument flight procedures conducted below the floor of the proposed 1,200-foot area outside of the proposed control zone configurations. The portions of the transition area proposed with floors of 4,500 and 6,500 feet MSL would provide protection for aircraft executing the higher altitude portion of standard instrument departure procedures from Randolph AFB and Kelly AFB.

Certain minor revisions to prescribed instrument procedures would be effected in conjunction with the actions proposed herein, but operational complexity would not be increased nor would aircraft performance characteristics or established landing minimums be adversely affected.

Specific details of the changes to procedures and minimum instrument flight rules altitudes that would be required may be examined by contacting the Chief, Air Traffic Division, Southwest Region, Federal Aviation Agency, Fort Worth, Texas.

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 Agency, P.O. 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. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Agency 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 Agency, Fort Worth, Tex. An informal docket will also be available for examination at the Office of the Chief, Air Traffic Division.

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 Fort Worth, Tex., on August 28, 1964.

ARCHIE W. LEAGUE,
Director, Southwest Region.

[F.R. Doc. 64-9267; Filed, Sept. 11, 1964; 8:47 a.m.]

[14 CFR Part 71 [New]]

[Airspace Docket No. 64-CE-45]

CONTROLLED AIRSPACE

Proposed Designation

The Federal Aviation Agency is considering an amendment to Part 71 [New] of the Federal Aviation Regulations in the Philip, South Dakota, terminal area.

Controlled airspace in the Philip, South Dakota, area is contained in the Rapid City, South Dakota, control area extension and is presently designated as the airspace east of Rapid City within 10 miles SE and 7 miles NW of the Philip, South Dakota, VOR 072° and 252° radials extending from 20 miles NE to 9 miles SW of the Philip VOR.

Having completed a comprehensive review of airspace requirements at Philip, South Dakota, including studies attendant to the implementation of the provisions of Amendments 60-21 (26 F.R. 570) and 60-29 (27 F.R. 4012) of Part 60 of the Civil Air Regulations, the Federal Aviation Agency proposes to take the following airspace action: Rescind the portion of the Rapid City, South Dakota, control area extension which provides controlled airspace in the Philip, South Dakota, terminal area and designate the Philip, South Dakota, transition area as that airspace extending upward from 700 feet above the surface within 5 miles N. and 8 miles S. of the Philip, South Dakota, VOR 102° and 282° radials extending from 14 miles W. to 8 miles E. of the VOR.

The floor of the airway which would traverse the transition area proposed herein would automatically coincide with the floor of the transition area. The actions proposed herein would reduce the amount of controlled airspace designated in the Philip, South Dakota, terminal area and, as a result, would make additional airspace available for other uses, yet sufficient controlled airspace would be retained to provide adequate protection for aircraft executing prescribed holding, arrival, and departure procedures within the Philip terminal area. Certain minor revisions to prescribed instrument procedures would be effected in conjunction with the actions proposed herein, but operational complexity would not be increased nor would aircraft performance or present landing minimums be adversely affected.

Specific details of the changes to procedures and minimum instrument flight rules altitudes that would be required may be examined by contacting the Chief, Airspace Branch, Air Traffic Division, Central Region, Federal Aviation Agency, 4825 Troost Avenue, Kansas City, Missouri, 64110.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Central Region, Attn: Chief, Air Traffic Division, Federal Aviation Agency, 4825 Troost Avenue, Kansas City, Missouri, 64110. All communications received within forty-five 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 Agency officials may be made by contacting the Regional Air Traffic Division Chief. 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 public docket will be available for examination by interested persons in the office of the Regional Counsel, Federal Aviation Agency, 4825 Troost Avenue, Kansas City, Missouri, 64110.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued at Kansas City, Mo., on August 27, 1964.

J. M. BEARDSLEE,
Director, Central Region.

[F.R. Doc. 64-9268; Filed, Sept. 11, 1964; 8:47 a.m.]

FEDERAL POWER COMMISSION

[18 CFR Parts 201, 204, 205, 260]

[Docket No. R-232]

PUBLIC UTILITIES, LICENSEES, AND NATURAL GAS COMPANIES

Accounting for Investment Tax Credit; Notice of Extension of Time; Correction

AUGUST 25, 1964.

Correct the date "April 23, 1963" to read "July 22, 1964" in the first paragraph of the Notice of Extension of Time, issued August 12, 1964, and published in the FEDERAL REGISTER, August 18, 1964 (F.R. Doc. 64-8286; 29 F.R. 11756).

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 64-9245; Filed, Sept. 11, 1964; 8:45 a.m.]

Notices

DEPARTMENT OF JUSTICE

Office of Alien Property

AUSTRIAN PROVINCE OF SOCIETY OF SALESIA OF DON BOSCO ET AL.

Notice of Intention to Return Vested Property

Pursuant to the agreement entitled "Agreement Between the United States of America and the Republic of Austria Regarding the Return of Austrian Property, Rights, and Interests" which was signed at Washington on January 30, 1959, and ratified by the United States on March 4, 1964, notice is hereby given of intention to return, on or after 30 days from the date of publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Property, and Location

Austrian Province of the Society of Salesia of Don Bosco, Hagenmuellergasse Nr. 31, Vienna III, Austria; Claim Nos. 4223 and 43937; $29,958.84 in the Treasury of the United States.

Karl Friedrich von Frank, Schloss Senftenegg, Post Ferschnitz, Niederoesterreich, Austria; Claim No. 6822; $25,000.00 in the Treasury of the United States.

Eva Heise, Graf Moltke Str. 3, 28 Bremen 1, Germany; Claim No. 12942; $5,341.47 in the Treasury of the United States.

Anna Lisetz, Nisslstrasse 17, Linz ander Donau, Urfahr, Austria and Josefine Margl, IV Blechturmgasse 30/III 17, Vienna, Austria; Claim No. 13845; $1,154.78 in the Treasury of the United States.

Ernst Josef Stoeri, St. Katharinastrasse 4, Meran, Italy; Claim No. 30977; $1,831.84 in the Treasury of the United States.

Sophie Churfuerst, Siebensterngasse 30/13, Vienna VII, Austria; Claim No. 36768; $1,000.00 in the Treasury of the United States.

Anton Petz, Jr., Langegasse 124, Vienna 23-Mauer, Austria; Claim No. 41127; $6,632.74 in the Treasury of the United States.

Tiroler Glasmalerei und Mosaikanstalt, Muellerstrasse 10, Innsbruck, Austria; Claim No. 41349; $5,784.86 in the Treasury of the United States.

Otto Dietlen, Graf Sternbergstrasse 18, Weissenau, 7981 Baden-Wuerttemberg, Germany; Claim No. 41918; $10,000.00 in the Treasury of the United States.

Helmut Goertz, Penzingerstrasse 101, Vienna XIV/89, Austria; Claim No. 42071; $317.58 in the Treasury of the United States.

Elizabeth Erhard, Buecherrauch, Kapitalplatz 6, Salzburg, Austria; Claim No. 42363; $45,342.66 in the Treasury of the United States.

Walter Hertz, Hockegasse 90, Vienna 18, Austria; Claim No. 42790; $2,279.75 in the Treasury of the United States.

Oskar Sakrausky, Blumengasse 6, Vienna 18, Austria; Claim No. 42850; $35,193.23 in the Treasury of the United States.

Elisabeth Wagner, Kirchwaldsiedlung 333, Seefeld/Tirol, Austria; Claim No. 58127; $1,267.94 in the Treasury of the United States.

Emma Wernert, c/o Mrs. Martha Foerster, Rollbergstrasse 7, Neukoelln, Berlin 44, Germany; Claim No. 58791; $1,609.58 in the Treasury of the United States.

Hildegard Lewandowski, 69 Iglaseegasse, Vienna XIX, Austria; Claim No. 59004; $1,864.46 in the Treasury of the United States.

Margarete Blaschke as Administratrix of the Estate of Maria Rygl, deceased Escherichgasse 6, Vienna XIX, Austria; Claim No. 62732; $179.92 in the Treasury of the United States.

Vinzenz Singer, a/k/a Karl Franz Stefan Singer, Abermanngasse 6, Vienna 12, Austria; Claim No. 63114; $1,242.71 in the Treasury of the United States.

Anna Marie Wressig, Ober Viaduktgasse 2/16, Vienna III, Austria; Claim No. 63127; $607.45 in the Treasury of the United States.

Eleonore Valcic, c/o Helene V. Gerbert, Volksgartenstrasse 1, Wels, Upper Austria; Claim No. 66765; $3,791.83 in the Treasury of the United States.

Heidi Maria Sweceny, Loewelstrasse 8, Vienna I, Austria; Claim No. 66914; $439.85 in the Treasury of the United States.

Gerda Schindelmeiser, Moosburg, Kaernten, Austria; Claim No. 66915; $1,000.00 in the Treasury of the United States.

Gerda Schindelmeiser and Bruno Schindelmeiser, Moosburg, Kaernten, Austria; Claim No. 66916; $250.00 in the Treasury of the United States.

Helga Endisch, Moosburg, Kaernten, Austria; Claim No. 66917; $250.00 in the Treasury of the United States.

Ludwig Schinzel, Hermine Klasternigg, Huettelbergstrasse 16, Vienna XIV, Austria; Claim No. 66918; $6,612.10 in the Treasury of the United States. $6,612.09 in the Treasury of the United States.

Stefan Vizkelety, Wassergasse 13, Vienna III, Austria; Claim No. 67000; $57.76 in the Treasury of the United States.

Executed at Washington, D.C., on September 8, 1964.

For the Attorney General.

[SEAL] ANTHONY L. MONDELLO,
Deputy Director,
Office of Alien Property.

[F.R. Doc. 64-9274; Filed, Sept. 11, 1964; 8:48 a.m.]

POST OFFICE DEPARTMENT

CERTAIN DESIGNATED OFFICIALS

Redelegation of Authority With Respect to Real Property Management

The following are texts of Order Numbers 249, 250, 251, 252, and 253, dated August 20, 1964, by the Acting Assistant Postmaster General, Bureau of Facilities:

Order No. 249. Pursuant to authority of Postmaster General Order No. 55734, dated September 21, 1954 (19 F.R. 6169), and Postmaster General Order No. 55884, dated April 28, 1955 (20 F.R. 3548), authority is hereby delegated to the Director, Realty Division, Bureau of Facilities, or to any person acting as such officer, to take final action in his own name with respect to postal real property management throughout the United States and its possessions, including Guam, as follows:

A. *Rental agreements.* To make agreements for space other than temporary space when the basic term will not exceed 60 months, and $3,000 annual rental.

B. *Temporary space.* To make agreements for space:

1. For holiday or seasonal needs for fixed periods not in excess of two months when the monthly rental does not exceed $25,000.

2. For fixed periods not in excess of six months to meet emergency conditions when the monthly rental does not exceed $15,000.

C. *Land options.* In those cases when the consideration paid for the option does not exceed $1.00:

1. To determine whether advertisements for postal space will be handled with or without benefit of assignable site option procedures.

2. To take, approve, and use assignable site options for advertising purposes as sites for postal buildings provided the option price does not exceed:

a. $50,000 and

b. 30 percent of the total estimated cost of land and improvements.

3. To assign approved site options to successful bidder regardless of amount of purchase price.

D. *Bid advertising.* To commit the Government and to authorize payment for advertising for postal space when the cost of advertising does not exceed $500.

E. *Leases.* 1. When the basic lease term covered by the lease or agreement is for 20 years or less and does not exceed $20,000 annual rental to:

a. Accept agreements to lease space

b. Execute lease documents

c. Exercise or reject options to renew leases.

2. To make lease extension agreements or supplemental agreements for terms not exceeding five years and $20,000 annual rental.

3. To make agreements or amend agreements, leases or invitations to bid for:

a. Increases in space, building requirements, services or improvements, or

b. Repairs and replacements which, under the terms of the lease, are the responsibility of the Post Office Department,

when: The amount of each agreement or amendment does not exceed $5,000. The agreement or amendment may provide for payment by a lump sum or by amortization of the cost over the remaining term of the lease.

F. *Repairs and maintenance.* To accept bids for repairs and maintenance to leased facilities and to authorize deduction of the cost of same from lessor's rental payments when leased facilities are improperly maintained providing the amount of the deduction will not exceed $5,000.

G. *Site investigation contracts.* 1. To execute contracts for topographical and site survey maps and for test boring and other subsurface investigation results when the estimated cost does not exceed $10,000.

2. To execute contracts for real property appraisals when the cost does not exceed $2,000.

3. Make changes to contracts specified in G (1) and (2) provided the total amount of changes to any single contract shall not exceed 25 percent of the original contract.

H. *Site preparation and architectural and engineering contracts.* For lease site preparation or improvement contracts, including foundation and demolition contracts, and for architectural and engineering contracts to:

1. Approve progress or partial payments

2. Make changes to such contracts, provided the total amount of changes to any single contract shall not exceed 25 percent of the original contract regardless of whether the payment is to be made by the Post Office Department or by the lessor.

I. *Cancellation or termination.* To cancel or terminate leases or other agreements or commitments which he is authorized to enter into in the first instance.

J. *Federal building modernization and improvement.* 1. To execute authorizations for the repair, alteration, preservation, renovation, extension, and improvement of federally-owned property used for postal purposes and to make amendments or changes to initial authorizations provided the estimated cost does not exceed $750,000.

2. To make changes to authorizations made by the Assistant Postmaster General or the Acting Assistant Postmaster General for the repair, alteration, preservation, renovation, extension, and improvement of federally-owned property used for postal purposes provided the cost of the amendment or change will not exceed 10 percent of the initial obligation or $75,000 whichever is the lesser.

K. *Miscellaneous expenditures.* To commit the Post Office Department for the payment of fees for services not specifically enumerated herein but necessary in the performance of the authority herein delegated where the cost of such services does not exceed $2,000.

This order supersedes Assistant Postmaster General Order No. 201, dated October 11, 1961 (26 F.R. 10002), and Assistant Postmaster General Order No. 234, dated April 15, 1963 (28 F.R. 4587).

Order No. 250. Pursuant to authority of Postmaster General Order No. 55734, dated September 21, 1954 (19 F.R. 6169), and Postmaster General Order No. 55884, dated April 28, 1955 (20 F.R. 3548), authority is hereby delegated to the Assistant Director for Realty Management, Realty Division, Bureau of Facilities, or to any person acting as such officer, to take final action in his own name with respect to postal real property management throughout the United States and its possessions, including Guam, as follows:

A. *Month-to-month rentals.* To make agreements for space other than temporary space when the basic term will not exceed 60 months, and $3,000 annual rental.

B. *Temporary space.* To make agreements for space:

1. For holiday or seasonal needs for fixed periods not in excess of two months when the monthly rental does not exceed $25,000.

2. For fixed periods not in excess of six months to meet emergency conditions when the monthly rental does not exceed $15,000.

C. *Land options.* In those cases when the consideration paid for the option does not exceed $1.00:

1. To determine whether advertisements for postal space will be handled with or without benefit of assignable site option procedures.

2. To take, approve, and use assignable site options for advertising purposes as sites for postal buildings provided the option price does not exceed:

a. $50,000 and

b. 30 percent of the total estimated cost of land and improvements.

3. To assign approved site options to successful bidder regardless of amount of purchase price.

D. *Bid advertising.* To commit the Government and to authorize payment for advertising for postal space when the cost of advertising does not exceed $500.

E. *Leases.* 1. When the basic lease term covered by the lease or agreement is for 20 years or less and does not exceed $20,000 annual rental to:

a. Accept agreements to lease space

b. Execute lease documents

c. Exercise or reject options to renew leases.

2. To make lease extension agreements or supplemental agreements for terms not exceeding five years and $20,000 annual rental.

3. To make agreements or amend agreements, leases, or invitations to bid for:

a. Increases in space, building requirements, services, or improvements, or

b. Repairs and replacements which, under the terms of the lease, are the responsibility of the Post Office Department,

when: The amount of each agreement or amendment does not exceed $5,000. The agreement or amendment may provide for payment by a lump sum or by amortization of the cost over the remaining term of the lease.

F. *Repairs and maintenance.* To accept bids for repairs and maintenance to leased facilities and to authorize deduction of the cost of same from lessor's rental payments when leased facilities are improperly maintained, providing the amount of the deduction will not exceed $5,000.

G. *Site investigation contracts.* 1. To execute contracts for topographical and site survey maps and for test boring and other subsurface investigation results when the estimated cost does not exceed $10,000.

2. To execute contracts for real property appraisals when the cost does not exceed $2,000.

3. Make changes to contracts specified in G (1) and (2) provided the total amount of changes to any single contract shall not exceed 25 percent of the original contract.

H. *Site preparation and architectural and engineering contracts.* For lease site preparation or improvement contracts, including foundation and demolition contracts, and for architectural and engineering contracts to:

1. Approve progress or partial payments.

2. Make changes to such contracts, provided the total amount of changes to any single contract shall not exceed 25 percent of the original contract regardless of whether the payment is to be made by the Post Office Department or by the lessor.

I. *Cancellation or termination.* To cancel or terminate leases or other agreements or commitments which he is authorized to enter into in the first instance.

J. *Federal building modernization and improvement.* To make changes to authorizations made by higher authorities for the repair, alteration, preservation, renovation, extension, and improvement of federally-owned property used for postal purposes provided the cost of the amendment or change will not exceed 10 percent of the initial obligation or $50,000, whichever is the lesser.

K. *Miscellaneous expenditures.* To commit the Post Office Department for the payment of fees for services not specifically enumerated herein but necessary in the performance of the authority herein delegated where the cost of such services does not exceed $2,000.

This order supersedes Assistant Postmaster General Order No. 173, dated October 15, 1959 (24 F.R. 8750–8751), and Order No. 212, dated January 15, 1962 (27 F.R. 1463).

Order No. 251. Pursuant to authority of Order No. 55734, dated September 21, 1954 (19 F.R. 6169), authority is hereby delegated to the Chief, Real Estate Branch or to any person acting as such officer in the several regional offices of the Post Office Department to take final action in his own name with respect to real property management as follows:

A. *Rental agreements.* To make agreements for space other than temporary space when the basic term will not exceed 60 months, and $3,000 annual rental.

B. *Temporary space.* To make agreements for space:

1. For holiday or seasonal needs for fixed periods not in excess of two months when the monthly rental does not exceed $10,000.

2. For fixed periods not in excess of six months to meet emergency conditions when the monthly rental does not exceed $5,000.

C. *Land options.* In those cases when the consideration paid for the option does not exceed $1.00:

1. To determine whether advertisements for postal space will be handled with or without benefit of assignable site option procedures.

2. To take, approve, and use assignable site options for advertising purposes as

sites for postal buildings provided the option price does not exceed:

a. $25,000 and

b. 25 percent of the total estimated cost of land and improvements.

3. To assign approved site options to successful bidder when the acceptance of the agreement to lease falls within his delegated authority.

D. *Bid advertising.* To commit the Government and to authorize payment for advertising for postal space when the cost of advertising does not exceed $100.

E. *Leases.* 1. When the basic lease term covered by the lease or agreement is for 10 years or less and does not exceed $15,000 annual rental to:

a. Accept agreements to lease space

b. Execute lease documents

c. Exercise or reject options to renew leases.

2. To make lease extension agreements or supplemental agreements for terms not exceeding five years and $15,000 annual rental.

3. To make agreements or amend agreements, leases, or invitations to bid for:

a. Increases in space, building requirements, services, or improvements, or

b. Repairs and replacements which, under the terms of the lease, are the responsibility of the Post Office Department,

when: The amount of each agreement or amendment does not exceed $3,750. The agreement or amendment may provide for payment by a lump sum or by amortization of the cost over the remaining term of the lease.

F. *Repairs and maintenance.* To accept bids for repairs and maintenance to leased facilities and to authorize deduction of the cost of same from lessor's rental payments when leased facilities are improperly maintained providing the amount of the deduction will not exceed $3,750.

G. *Miscellaneous expenditures.* To purchase personal property or services or pay fees necessary in the performance of the authority herein delegated but limited to committing the Government for title commitments, land surveys, real estate appraisals, and to the purchase of maps and/or photographs where the cost of such property, service, or fee does not exceed $500.00, and to authorize payment of same, except that not more or less than $1.00 shall be paid as consideration for an option to purchase land.

H. *Cancellation or termination.* To cancel or terminate leases or other agreements or commitments which he is authorized to enter into in the first instance.

This order supersedes Assistant Postmaster General Order No. 179 dated September 29, 1960 (25 F.R. 9959–9960) Assistant Postmaster General Order No. 213 dated January 15, 1962 (27 F.R. 1463) and Assistant Postmaster General Order No. 222 dated March 6, 1962 (27 F.R. 2811).

Order No. 252. Pursuant to authority of Order No. 55734, dated September 21, 1954 (19 F.R. 6169), authority is hereby delegated to the Assistant Chief, Real Estate Branch, to take final action in his own name with respect to real property management as follows:

A. *Rental agreements.* To make agreements for space other than temporary space when the basic term will not exceed 60 months, and $3,000 annual rental.

B. *Bid advertising.* To commit the Government and to authorize payment for advertising for postal space when the cost of advertising does not exceed $100.

C. *Leases.* When the basic lease term covered by the lease or agreement is for 10 years or less and does not exceed $15,000 annual rental to: Execute lease documents for previously accepted agreements to lease.

D. *Repairs and maintenance.* To accept bids for repairs and maintenance to leased facilities and to authorize deduction of the cost of same from rental payments when leased facilities are improperly maintained, providing the amount of the deduction will not exceed $750.00.

E. *Miscellaneous expenditures.* To purchase personal property or services or pay fees necessary in the performance of the authority herein delegated where the cost of such property, service, or fee does not exceed $500.00, and to authorize payment of same, except that not more nor less than $1.00 shall be paid as consideration for an option to purchase land.

F. *Cancellation or termination.* To cancel or terminate agreements or commitments which he is authorized to enter into in the first instance.

This order supersedes Assistant Postmaster General Order No. 157 dated March 24, 1958 (23 F.R. 2754).

Order No. 253. Pursuant to authority of Order No. 55734, dated September 21, 1954 (19 F.R. 6169), authority is hereby delegated to the Real Estate Officers in the several regional offices of the Post Office Department to take final action with respect to the following:

A. *Miscellaneous expenditures.* To purchase personal property or services or pay fees necessary in the performance of the authority herein delegated but limited to committing the Government for title commitments, land surveys, real estate appraisals, and to the purchase of maps and/or photographs where the cost of such property, service or fee does not exceed $100.00, and to authorize payment of same, except that not more nor less than $1.00 shall be paid as consideration for an option to purchase land.

B. *Cancellation or termination.* To cancel or terminate agreements or commitments which he is authorized to enter into in the first instance.

This order supersedes Assistant Postmaster General Order No. 175 dated October 15, 1959 (24 F.R. 8750–8751).

(R.S. 161, as amended; 5 U.S.C. 22, 39 U.S.C. 309, 501)

LOUIS J. DOYLE,
General Counsel.

[F.R. Doc. 64-9277; Filed, Sept. 11, 1964; 8:48 a.m.]

DEPARTMENT OF COMMERCE

Bureau of International Commerce

[Case 332]

ROBERTO MULIA CASTELLON

Order Denying Export Privileges

In the matter of Roberto Mulia Castellon, Avenida, Cuitlahuac 146, Mexico D.F. 15, Mexico, respondent; Case No. 332.

On June 11, 1964, charges were brought by the Investigations Division, Office of Export Control, Bureau of International Commerce, against the above-named respondent alleging violations of the regulations under the Export Control Act in two transactions in which respondent participated. The charging letter was duly served on respondent and he has not replied or filed an answer. In accordance with § 382.4 of the export regulations the respondent was held in default. The case was referred to the Compliance Commissioner. He held an informal hearing on July 24, 1964, at which counsel for the Investigations Division presented evidence in support of the charges.

The Compliance Commissioner has reported the findings of fact and findings that violations have occurred and has recommended that the respondent be denied U.S. export privileges for the duration of export controls. After considering the record in the case and the report and recommendations of the Compliance Commissioner, I hereby make the following

Findings of fact. 1. The respondent Roberto Mulia Castellon, sometimes known as Roberto Mulia, is a resident of Mexico City, Mexico, and has at times participated in the importation of commodities into Mexico from the United States. In connection with some of his business affairs he has been associated with Jose Arce Gutierrez of Mexico City who was denied U.S. export privileges on August 7, 1963 (28 F.R. 9325). The respondent is connected with the firm known as Autos y Refacciones Hidalgo, S.A. in Mexico City and shares the responsibility for managing the affairs of said firm.

2. On August 8, 1963, the respondent purchased from a dealer in Houston, Texas, U.S.-made replacement parts for diesel engines, valued in excess of $10,000. The respondent arranged for the exportation of a portion of said parts, valued at $7,742, through a customs broker in Roma, Texas, and the exportation was made on August 10, 1963. The respondent caused the parts falsely to be described on the Shipper's Export Declaration as "Motor Boat Parts" and caused them falsely to be classified under an incorrect Schedule B number, thereby representing that, as so described and classified, the commodities were exportable to Mexico under a general license, which was not the case.

3. On August 26, 1963, the respondent purchased from a dealer in Shreveport, Louisiana, U.S.-made replacement parts for diesel engines valued at $3,855. The

respondent caused the said parts to be transported from Shreveport to Hidalgo, Texas. On September 4, 1963, the respondent, at the Port of Export in Hidalgo, presented the commodities for export to Mexico and submitted a Shipper's Export Declaration in which they were falsely described as "Hoist Parts for Replacement," and falsely classified under an incorrect Schedule B number, thereby representing that, as so described and classified, the commodities were exportable under a general license, which was not the case.

4. The commodities presented for exportation on September 4, 1963, were examined by representatives of the U.S. Bureau of Customs at Hidalgo. The false representations and absence of the required export license were disclosed. The goods were seized and the respondent was arrested and charged with violations of the Export Control Act and regulations thereunder. The respondent subsequently pleaded guilty to the charges and a six months' sentence of imprisonment was imposed which was suspended and the respondent was placed on probation for five years.

5. There is reasonable basis to believe that the commodities which were exported to Mexico on August 10, 1963, were reexported to Cuba and that the commodities which were attempted to be exported on September 4, 1963, were intended for reexport to Cuba.

Based on the foregoing I have concluded that the respondent: Made and caused false representations to be made to, and material facts to be concealed from, the U.S. Department of Commerce and the U.S. Collector of Customs in connection with the preparation and use of export control documents in effecting the exportation of commodities from the United States; exported and attempted to export from the United States to Mexico certain commodities, subject to the U.S. Export Regulations, without having obtained from the Department of Commerce the validated export license required by said regulations. Said acts and conduct of respondent were in violation of §§ 381.2, 381.3, 381.4, 381.5, and 381.6 of the U.S. Export Regulations.

In view of the respondent's connection with the firm known as Autos y Refacciones Hidalgo, S.A. of Mexico City, the said firm, within the purview of § 382.1 (b) of the Export Regulations, is hereby determined to be a related party to said respondent and all of the provisions and restrictions of this order are applicable to said firm as though it was a respondent herein.

I have concluded that the sanction recommended by the Compliance Commissioner is fair and just and necessary to achieve effective enforcement of the law. *Accordingly, it is hereby ordered,*

I. All outstanding validated export licenses in which respondent appears or participates in any manner or capacity are hereby revoked and shall be returned forthwith to the Bureau of International Commerce for cancellation.

II. So long as export controls are in effect the respondent hereby is denied all privileges of participating, directly or indirectly, in any manner or capacity, in any transaction involving commodities or technical data exported from the United States in whole or in part, or to be exported, or which are otherwise subject to the export regulations. Without limitation of the generality of the foregoing, participation prohibited in any such transaction either in the United States or abroad shall include participation: (a) As a party or as a representative of a party to any validated export license application; (b) in the preparation or filing of any export license application or reexportation authorization, or document to be submitted therewith; (c) in the obtaining or using of any validated or general export license or other export control documents; (d) in the carrying on of negotiations with respect to, or in the receiving, ordering, buying, selling, delivering, storing, using, or disposing of any commodities or technical data; (e) in the financing, forwarding, transporting, or other servicing of such commodities or technical data.

III. Such denial of export privileges shall extend not only to the respondent, but also to his agents and employees and to any successor and to any person, firm, corporation, or other business organization with which he now or hereafter may be related by affiliation, ownership, control, position of responsibility, or other connection in the conduct of trade or services connected therewith.

IV. During the time when the respondent, any related party, or other person within the scope of this order is prohibited from engaging in any activity within the scope of Part II hereof, no person, firm, corporation, partnership, or other business organization, whether in the United States or elsewhere, without prior disclosure to and specific authorization from the Bureau of International Commerce, shall do any of the following acts, directly or indirectly, in any manner or capacity, on behalf of or in any association with said respondent or other person denied export privileges within the scope of this order, or whereby such respondent or such other person may obtain any benefit therefrom or have any interest or participation therein, directly or indirectly: (a) Apply for, obtain, transfer, or use any license, shipper's export declaration, bill of lading, or other export control document relating to any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States, by, to, or for any such respondent or other person denied export privileges within the scope of this order; or (b) order, buy, receive, use, sell, deliver, store, dispose of, forward, transport, finance, or otherwise service or participate in any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States.

This order shall become effective on September 10, 1964.

Dated: September 2, 1964.

WILSON E. SWEENEY,
Acting Director,
Office of Export Control.

[F.R. Doc. 64-9275; Filed, Sept. 11, 1964; 8:48 a.m.]

Office of the Secretary

RICHMOND LEWIS

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as reported in the FEDERAL REGISTER during the past six months:

A. Deletions: None.
B. Additions: None.

This statement is made as of August 27, 1964.

RICHMOND LEWIS.

AUGUST 28, 1964.

[F.R. Doc 64-9241; Filed, Sept. 11, 1964; 8:45 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-219]

JERSEY CENTRAL POWER & LIGHT CO.

Hearing on Application for Provisional Construction Permit

Pursuant to the Atomic Energy Act of 1954, as amended, and the regulations in Title 10, Code of Federal Regulations, Part 50—Licensing of Production and Utilization Facilities, and Part 2—Rules of Practice, notice is hereby given that a hearing will be held at 10:00 a.m., local time, on October 14, 1964, in the Town Hall, 33 Washington Street, Toms River, New Jersey, to consider the application filed by Jersey Central Power & Light Company (Jersey Central), Madison Avenue and Punchbowl Road, Morristown, New Jersey, for a provisional construction permit pursuant to section 104b of the Act, to construct a boiling water reactor designed to operate at 1,600 megawatts (thermal) to be located at Oyster Creek, Lacey Township, Ocean County, New Jersey.

The hearing will be conducted by an Atomic Safety and Licensing Board designated by the Atomic Energy Commission (the Commission), consisting of Dr. Charles E. Winters, Cleveland, Ohio; Dr. Lawrence R. Quarles, Charlottesville, Virginia; and Samuel W. Jensch, Chairman, Washington, D.C.

The following issues will be considered at the hearing:

1. Whether in accordance with the provisions of § 50.35(a) 10 CFR Part 50:

(1) The applicant has described the proposed design of the facility, including, but not limited to, the principal architectural and engineering criteria for the design, and has identified the major features or components on which further technical information is required;

(2) The omitted technical information will be supplied;

(3) The applicant has proposed, and there will be conducted, a research and development program reasonably designed to resolve the safety questions, if any, with respect to those features or

components which require research and development; and that

(4) On the basis of the foregoing, there is reasonable assurance that (i) such safety questions will be satisfactorily resolved at or before the latest date stated in the application for completion of construction of the proposed facility and (ii) taking into consideration the site criteria contained in Part 100, the proposed facility can be constructed and operated at the proposed location without undue risk to the health and safety of the public.

2. Whether the applicant is technically qualified to design and construct the proposed facility;

3. Whether the applicant is financially qualified to design and construct the proposed facility;

4. Whether the issuance of a permit for the construction of the facility will be inimical to the common defense and security or to the health and safety of the public.

The application and the report of the Commission's Advisory Committee on Reactor Safeguards (ACRS) are available for public inspection in the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. Copies of the ACRS report may be obtained by request to the Director of the Division of Reactor Licensing, United States Atomic Energy Commission, Washington, D.C., 20545.

Petition for leave to intervene, pursuant to the provisions of § 2.714 of the Commission's rules of practice, must be received in the Office of the Secretary, United States Atomic Energy Commission, Germantown, Maryland, or in the Commission's Public Document Room, 1717 H Street NW., Washington, D.C., not later than September 30, 1964, or, in the event of a postponement of the hearing date specified, at such time as the Licensing Board may specify.

Any person who wishes to make an oral or written statement setting forth his position on the issues specified, but who does not wish to file a petition to intervene, may request permission to make a limited appearance pursuant to the provisions of § 2.715 of the Commission's rules of practice, 10 CFR Part 2.

Answer to this notice, pursuant to the provisions of § 2.705 of the Commission's rules of practice, shall be filed by the applicant on or before September 30, 1964.

Papers required to be filed with the Commission in this proceeding may be filed by mail or telegram addressed to the Secretary, United States Atomic Energy Commission, Washington, D.C., 20545, or may be filed by delivery to the Office of the Secretary, United States Atomic Energy Commission, Germantown, Maryland, or the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. Pending further order of the Licensing Board, parties shall file, pursuant to the provisions of § 2.708 of the Commission's rules of practice, an original and twenty conformed copies of each such paper with the Commission.

Dated at Germantown, Maryland, this 9th day of September 1964.

UNITED STATES ATOMIC ENERGY COMMISSION,
F. T. HOBBS,
Assistant Secretary to the Commission.

[F.R. Doc. 64-9312; Filed, Sept. 11, 1964; 8:50 a.m.]

CIVIL AERONAUTICS BOARD

[Docket 13508 etc.]

HOUSTON-NEW ORLEANS LOCAL-SERVICE INVESTIGATION

Notice of Postponement of Hearing

Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, as amended, that the hearing in the above-entitled proceeding, now assigned to be held September 29, 1964, is postponed to October 13, 1964, at 10:00 a.m., local time, in Room 610, Old Federal Office Building, 600 South Street, New Orleans, Louisiana.

Dated at Washington, D.C., September 9, 1964.

[SEAL] THOMAS L. WRENN,
Associate Chief Examiner.

[F.R. Doc. 64-9286; Filed, Sept. 11, 1964; 8:49 a.m.]

FEDERAL AVIATION AGENCY

[OE Docket No. 64-WE-4]

JERRY BASSETT, INC.

Determination of Hazard to Air Navigation

The Federal Aviation Agency has circularized the following proposal for aeronautical comment and has conducted an aeronautical study (WE-OE-3659) to determine its effect upon the safe and efficient utilization of the navigable airspace.

Jerry Bassett, Inc., Concord, California, proposes to construct a guyed television antenna tower at latitude 38°01′04″ north, longitude 121°59′36″ west, near Concord, California. The overall height of the structure would be 835 feet above mean sea level (356 feet above ground).

The structure would be located approximately 3.9 miles northeast of the Buchanan Airport and 3 miles east of the Concord Terminal VOR which is tentively scheduled for commissioning during the third quarter of fiscal year 1965. The proposed structure would exceed the standards for determining hazards to air navigation as defined in § 77.25(b)(1) (Conical Surface) of Part 77, Federal Aviation Regulations, by its entire height as applied to Buchanan Field, as the terrain site already exceeds the standard by 121 feet. In addition, the standards in § 77.23(a)(2) would be exceeded since the proposed structure would extend more than 200 feet above the ground within five miles of the centerline of low altitude VOR Federal airways Nos. 6 and 108.

The aeronautical study disclosed that the proposed structure would not require an increase in the instrument flight rules minimum en route altitude on V-6 and V-108 and would not adversely affect the proposed instrument approach procedures to the Buchanan Airport.

The aeronautical study further disclosed that:

1. A total of 134,978 visual flight rules (VFR) operations were conducted at Buchanan Field during fiscal year 1963, of which general aviation itinerant operations accounted for 55,263.

2. The structure would be located immediately adjacent to a main, heavily traveled, four-lane highway that is commonly followed by pilots operating between Concord, California, and points east.

3. The four-lane highway is utilized by pilots operating in marginal VFR conditions.

4. The structure would be located in an area in which the visibility is restricted by smoke and vapor emitted by large petroleum refineries located upwind from the site.

5. The site of the proposed structure lies in the path used by student pilots returning to Buchanan Field from a practice field.

6. The proposed site is located outside of the Buchanan Field Control Zone and pilots can legally fly in the area of the proposed tower with a visibility of at least one mile. Pilots may also be cleared into and out of the Buchanan Control Zone under special VFR operations, i.e., when the basic weather conditions required for flight in a control zone are less than the required 1,000-foot ceiling and three statute miles flight visibility.

Based upon the aeronautical study, it is the finding of the Agency that the proposed structure would have a substantial adverse effect upon VFR flight operations.

Therefore, pursuant to the authority delegated to me by the Administrator (§ 77.37 [New]), it is found that the proposed structure would have a substantial adverse effect upon the safe and efficient utilization of navigable airspace; and it is hereby determined that the proposed structure would be a hazard to air navigation.

This determination is effective and will become final 30 days after the date of issuance unless an appeal is filed under § 77.39 [New] (27 F.R. 10352). If the appeal is denied, the determination will then become final as of the date of the denial or 30 days after the issuance of the determination, whichever is later.

Issued in Washington, D.C., on September 3, 1964.

GEORGE R. BORSARI,
Chief, Obstruction Evaluation Branch.

[F.R. Doc. 64-9270; Filed, Sept. 11, 1964; 8:48 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 15589, 15590; FCC 64M-829]

D & F BROADCASTING CO. AND RADIO MONTICELLO

Order Continuing Hearing

In re applications of Robert E. Dobelstein and W. F. Fowler d/b as D & F Broadcasting Co., Quincy, Florida, Docket No. 15589, File No. BP-15508; William S. Dodson tr/as Radio Monticello, Monticello, Florida, Docket No. 15590, File No. BP-15730; for construction permits.

It is ordered, This 2d day of September 1964, that the dates for prehearing conference and for the commencement of the hearing are continued for approximately one month, to October 26 for the prehearing conference and to November 23, 1964, for the commencement of hearing.

Released: September 3, 1964.

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

[F.R. Doc. 64-9288; Filed, Sept. 11, 1964; 8:49 a.m.]

[Docket Nos. 15567, 15568; FCC 64M-830]

MIDDLE TENNESSEE ENTERPRISES, INC., AND MIDDLE TENNESSEE BROADCASTING CO.

Order Rescheduling Prehearing Conference

In re applications of Middle Tennessee Enterprises, Inc., Columbia, Tennessee, Docket No. 15567, File No. BPH-3776; The Middle Tennessee Broadcasting Company, Columbia, Tennessee, Docket No. 15568, File No. BPH-3777; for construction permits.

It is ordered, This 3d day of September 1964, on the Hearing Examiner's own motion, that the prehearing conference in the captioned case presently scheduled to convene at 9 a.m., September 16, 1964, at the Commission's offices, Washington, D.C., is hereby rescheduled to convene, at the same time and place, on September 18, 1964.

Released: September 3, 1964.

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

[F.R. Doc. 64-9289; Filed, Sept. 11, 1964; 8:49 a.m.]

[Docket Nos. 15615-15617; FCC 64M-843]

LORENZO W. MILAM ET AL.

Order Scheduling Hearing

In re applications of Lorenzo W. Milam and Jeremy D. Lansman, a partnership, St. Louis, Missouri, Docket No. 15615, File No. BPH-4218; M. R. Lankford

tr/as M. R. Lankford Broadcasting Co., St. Louis, Missouri, Docket No. 15616, File No. BPH-4222; Christian Fundamental Church, St. Louis, Missouri, Docket No. 15617, File No. BPH-4402; for construction permits.

It is ordered, This 8th day of September 1964, that Jay A. Kyle shall serve as the presiding officer in the above-entitled proceeding; that the hearings therein shall commence at 10:00 a.m., on November 3, 1964; and that a prehearing conference shall be convened at 9:00 a.m. on October 1, 1964: *And it is further ordered*, That all proceedings shall be held in the offices of the Commission, Washington, D.C.

Release: September 9, 1964.

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

[F.R. Doc. 64-9290; Filed, Sept. 11, 1964; 8:49 a.m.]

[Docket No. 15618; FCC 64M-841]

MARION MOORE

Order Scheduling Hearing

In re application of Marion Moore, Joshua Tree, California, Docket No. 15618, File No. BP-14358; for construction permit.

It is ordered, This 8th day of September 1964, that David I. Kraushaar shall serve as the presiding officer in the above-entitled proceeding; that the hearings therein shall commence at 10:00 a.m. on November 3, 1964; and that a prehearing conference shall be convened at 9:00 a.m. on October 2, 1964: *And it is further ordered*, That all proceedings shall be held in the offices of the Commission, Washington, D.C.

Released: September 9, 1964.

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

[F.R. Doc. 64-9291; Filed, Sept. 11, 1964; 8:50 a.m.]

[Docket Nos. 15548, 15614; FCC 64M-842]

TRIAD STATIONS, INC. AND MARSHALL BROADCASTING CO.

Order Scheduling Hearing

In re applications of Triad Stations, Inc., Marshall, Michigan, Docket No. 15548, File No. BPH-4131; Marshall Broadcasting Company, Marshall, Michigan, Docket No. 15614; File No. BPH-4327; for construction permits.

It is ordered, This 8th day of September 1964, that Walther W. Guenther shall serve as the presiding officer in the above-entitled proceeding; that the hearings therein shall commence at 10:00 a.m. on November 5, 1964; and that a prehearing conference shall be convened at 9:00 a.m. on October 2, 1964: *And it is further ordered*, That all proceedings shall be held in the offices of the Commission, Washington, D.C.

Released: September 9, 1964.

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

[F.R. Doc. 64-9292; Filed, Sept. 11, 1964; 8:50 a.m.]

FEDERAL MARITIME COMMISSION

CITY OF ERIE, PENNSYLVANIA AND WESTERN STEVEDORING CO.

Notice of Agreements Filed for Approval

Notice is hereby given that the following Agreements have been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement(s) at the Washington office of the Federal Maritime Commission, 1321 H Street NW., Room 301; or may inspect agreements at the offices of the District Managers, New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments with reference to an agreement including a request for hearing, if desired, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter), and the comments should indicate that this has been done.

Notice of agreement filed for approval by:

The City of Erie,
25 East 8th Street,
Erie, Pa.

Agreement No. T-1379, between the City of Erie, Pennsylvania (City) and Western Stevedoring (Company), provides that Company will operate the City's docks and piers as a public marine facility. Rental for the leased facility is a flat sum plus 50 cents per ton on all cargo moving across the dock to or from vessels worked by Company. The Company will collect and retain a percentage of dockage charges assessed by City, and agrees to publish a schedule of charges for its services which will be competitive with other lake ports and apply equally to all users. The rate schedule will be submitted to the City for its approval each year.

By order of the Federal Maritime Commission.

Dated: September 9, 1964.

THOMAS LISI,
Secretary.

[F.R. Doc. 64-9271; Filed, Sept. 11, 1964; 8:48 a.m.]

ATLAS SHIPPING CO. ET AL.

Independent Ocean Freight Forwarder Applications

Notice is hereby given of changes in the following applications for independent ocean freight forwarded licenses issued pursuant to section 44, Shipping Act, 1916 (75 Stat. 522 and 46 U.S.C. 841(b)).

GRANDFATHER APPLICANTS

Atlas Shipping Company No. 98 (Thomas Mottola, d/b/a), 95 Broad Street, New York, N.Y., 10004; revoked August 7, 1964.
Blumstein, John W., No. 646, P.O. Box 15184, Broadview Station, Baton Rouge, La.; revoked August 5, 1964.
Brunet Brokerage Co., No. 821 (Guy Brunet, d/b/a), 120 Wall Street, New York, N.Y., 10005; revoked August 21, 1964.
Campderros Company, Ramon M., No. 799 (Ramon M. Campderros, d/b/a), 6203 Ninth Street, P.O. Box 2984, Tampa, Fla., 33604; revoked August 21, 1964.
Chary Company, Inc., No. 768, 82 Wall Street, New York, N.Y., 10005; revoked August 5, 1964.
Compass Shipping Service No. 304 (Olive M. Reynolds, d/b/a), 1078 San Francisco Street, San Francisco, Calif.; revoked August 5, 1964.
Edimar No. 688 (Ermanno T. DiMarzio, d/b/a), 6100 Vicksburg Street, New Orleans, La.; revoked August 12, 1964.
Fiete Internacional Corp. No. 95, 99 Beekman Street, New York, N.Y.; revoked August 13, 1964.
Floch, Alexander Henry, No. 300, 17 Battery Place, New York, N.Y., 10004; withdrawn August 20, 1964.
Harden Agencies No. 691 (A. L. Harden, d/b/a), 309 West Eighth Street, P.O. Box 741, Jacksonville, Fla., 32201; revoked July 29, 1964.
Matthiessen & Co., Inc., No. 300, 17 Battery Place, New York, N.Y., 10004; withdrawn August 20, 1964.
Metro Shipping Company, Inc., No. 634, 1200 Northwest 21st Terrace, Miami, Fla.; revoked July 29, 1964.
Mississippi Valley Forwarding Co., No. 187, 4021 Carondelet Street, New Orleans, La., 70115; revoked August 14, 1964.
Nachbur, Hans E., No. 300, 17 Battery Place, New York, N.Y., 10004; withdrawn August 20, 1964.
Niebrugge & Day Co., No. 874 (William F. Meyer, d/b/a), 8-10 Bridge Street, New York, N.Y., 10004; revoked August 21, 1964.
Nucifora, Alberto, No. 558, 268 West Street, New York, N.Y.; revoked July 6, 1964.
Overseas Freight & Terminal Corporation, No. 300, 17 Battery Place, New York, N.Y., 10004; withdrawn August 20, 1964.
San Francisco Freight Forwarders, Inc., No. 304, 1078 San Francisco Street, San Francisco, Calif.; revoked August 5, 1964.
Springmeier Shipping Co., Inc., No. 745, 1123 Hadley Street, St. Louis, Mo., 63101; revoked August 13, 1964.
Trans-Cosmic Travel & Shipping Co., No. 616 (Richard D. Hamilton, d/b/a), 233-239 West 42d Street, New York, N.Y.; revoked August 21, 1964.
Wheeden, Lee C., No. 201, 1007 Garrett Building, Redwood and South Streets, Baltimore, Md., 21202; revoked August 17, 1964.

NON-GRANDFATHER APPLICANT

Zemco Forwarders (Non) (Z. Edwin Meyer, d/b/a), 115 Broad Street, New York, N.Y., 10004; denied August 7, 1964.

Notice is hereby given that the following licensed independent ocean freight forwarders are affiliated.

R. G. Hobelmann & Co., Inc., No. 650, 221 East Redwood Street, Baltimore, Md., 21202.
Newbalt Associates, Inc., No. 848, 44 Whitehall Street, New York, N.Y., 10004.
Schenkers International, Inc., No. 802, 327 South La Salle Street, Chicago, Ill., 60604.

Notice is hereby given that the following applicants have filed with the Federal Maritime Commission, applications for licenses as independent ocean freight forwarders, pursuant to section 44(a) of the Shipping Act, 1916 (75 Stat. 522 and 46 U.S.C. 841(b)).

Persons knowing of any reason why any applicant should not receive a license are requested to communicate with the Director, Bureau of Domestic Regulation, Federal Maritime Commission, Washington, D.C., 20573. Protests received within 60 days from the date of publication of this notice in the FEDERAL REGISTER will be considered.

Advance Shipping Co. (Non), P.O. Box 33013, Houston, Tex., 77033; Edward Ripple, partner; Walter William Weale, partner; Harvey E. Ripple, manager partner.
Boyle & Co., James J. (Non), 507 Washington Street, San Francisco 11, Calif.; James J. Boyle, partner; Dale M. A. Zerda, partner; Howard Cheung, partner; Terry Hatada, partner.
Coleman & Co., John E. (Non), 25 California Street, San Francisco, Calif.; John Edward Coleman, owner.
Delfa Lines Agency (Non), Robert Joseph Fearon, d/b/a McKay Street, Municipal Docks, P.O. Box 983, Tampa, Fla., 33601; Robert Joseph Fearon, owner.
Doran Co., The (Non) (Doran M. Wood, d/b/a), Pier 2 Berth 54, Long Beach, Calif., 90802; Doran M. Wood, owner.
Goff & Page Company (Non), 54 Custom House Street, Providence, R.I., 02903; Norton W. Nelson, president; Robert N. Nelson, vice president; Marie L. Nelson, secretary/treasurer.
Rowe Co., William R. (Non) (William R. Rowe, d/b/a), P.O. Box 2186, 311 California Street, San Francisco, Calif.; William R. Rowe, owner.

NAME CHANGES

Reliance Overseas Corporation, No. 440, formerly Reliance Overseas Company (William Rowland, d/b/a), 17 State Street, New York, N.Y., 10004; Joseph L. McDonald, president; Rosemary McDonald, secretary; Mary Rowland, treasurer.
Federal Storage and Forwarding Company, No. 548, formerly Security Storage Co. of Wash., 1140 15th Street NW., Washington, D.C., 20005; Philip L. Gore, president; Robert L. Tull, vice president; Ralph H. Houser, treasurer/assistant secretary; Robert E. Windham, secretary/assistant treasurer; Conrad S. Posey, member of board; all corporate officers are members of the board of directors.

CHANGE OF ADDRESS

Alba Forwarding Co., Inc., No. 267, 50 Broad Street, New York, N.Y., 10004.
Argo Shipping Company, Inc., No. 285, P.O. Box 74, 82-15 260 Street, Floral Park, Glen Oaks, N.Y., 11004.
Murray Jarett, No. 460 (Stanley Jarett, d/b/a), c/o Cohen & Mann, 1 Broadway, New York, N.Y., 10004.

Dated: September 9, 1964.

FRANCIS C. HURNEY,
Special Assistant to the Secretary.

[F.R. Doc. 64-9272; Filed, Sept. 11, 1964; 8:48 a.m.]

INDIA, PAKISTAN, CEYLON AND BURMA OUTWARD FREIGHT CONFERENCE

Notice of Agreements Filed for Approval

Notice is hereby given that the following agreements have been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement(s) at the Washington office of the Federal Maritime Commission, 1321 H Street NW., Room 301; or may inspect agreements at the offices of the District Managers, New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments with reference to an agreement including a request for hearing, if desired, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter), and the comments should indicate that this has been done.

Notice of agreement filed for approval by:

Mr. J. C. Pendleton, General Secretary,
The India, Pakistan, Ceylon & Burma Outward Freight Conference,
11 Broadway,
New York, N.Y., 10004.

Agreement 7690-8 between the member lines of the India, Pakistan, Ceylon & Burma Outward Freight Conference, modifies the basic agreement by changing the admission, withdrawal and expulsion provisions to conform to the Commission's General Order 9 (46 CFR Part 523), in accordance with the terms and conditions set forth in the agreement.

By order of the Federal Maritime Commission.

Dated: September 9, 1964.

THOMAS LISI,
Secretary.

[F.R. Doc. 64-9273; Filed, Sept. 11, 1964; 8:48 a.m.]

FEDERAL POWER COMMISSION

[Docket Nos. RI65-165 etc.]

SUN OIL CO. ET AL.

Order Providing for Hearings on and Suspension of Proposed Changes in Rates [1]

SEPTEMBER 2, 1964.

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 hereof.

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:

[1] Does not consolidate for hearing or dispose of the several matters herein.

(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 October 21, 1964.

By the Commission.

[SEAL] JOSEPH H. GUTRIDE,
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 subject to refund in docket Nos.
									Rate in effect	Proposed increased rate	
RI65-165	Sun Oil Co., 1608 Walnut Street, Philadelphia, Pa., Attn: Mr. C. E. Webber.	100	7	Westlake Natural Gasoline Co. (South Lake Trammell and Nena Lucia Fields, Nolan County, Tex.) (R.R. Dist. No. 7-B).	$3,600	8-7-64	[2] 9-7-64	[3] 1-1-65	8.5	[4,5] 9.0	RI60-385.
RI65-166	N. B. Hunt, 700 Mercantile Bank Building, Dallas 1, Tex., Attn: Mr. Donald K. Young.	11	3	Westlake Natural Gasoline Co. and Renown Corp. (Nolan County, Tex.) (R.R. Dist. No. 7-B).	75	8-12-64	[2] 9-12-64	[3] 1-1-65	8.5	[4,5] 9.0	RI60-384.
RI65-167	Socony Mobil Oil Co., Inc. (Operator), et al., 150 East 42d Street, New York, N.Y., 10017, Attn: Mr. H. H. Beeson.	80	6	Northern Natural Gas Co. (Monument Field, Lea County, N. Mex.) (Permian Basin Area).	98	8-12-64	[2] 9-12-64	2-12-65	[7] 10.5379	[5,6,7,8] 11.6924	
RI65-168	J. M. Huber Corp., 2401 East Second Avenue, Denver, Colo., 80206.	60	4	Northern Natural Gas Co. (Laverne Field, Harper County, Okla.) (Panhandle Area).	821	8-3-64	[2] 9-3-64	2-3-65	[9,10] 16.425	[5,6,9,11] 17.520	
RI65-169	Socony Mobil Oil Co., Inc., 150 East 42d Street, New York 17, N.Y.	147	29	Warren Petroleum Corp. (Panhandle Field, Wheeler County, Tex.) (R.R. Dist. No. 10).	105	8-12-64	[2] 9-12-64	2-12-65	11.7168	[5,12] 12.1658	RI62-324.
	Socony Mobil Oil Co., Inc.	148	31	do	102	8-12-64	[2] 9-12-64	2-12-65	11.7168	[5,12] 12.1658	RI62-324.
RI65-170	Edwin L. Cox (Operator), et al., 2100 Adolphus Tower, Dallas 2, Tex.	18	7	Natural Gas Pipeline Co. of America (Beaver County, Okla.) (Panhandle Area).	272	8-11-64	[13] 10-17-64	3-17-65	[14] 17.2	[5,6,14] 17.4	RI64-135.
RI65-171	Hurley Petroleum Corp., 400 Petroleum Building, Shreveport, La., 71101.	1	16	Tennessee Gas Transmission Corp. (Bethany Field, Panola and Harrison Counties, Tex.) (R.R. Dist. No. 6).	12,000	8-13-64	[13] 11-1-64	4-1-65	[14,15] 14.4248	[5,6,14] 15.4248	

[2] The stated effective date is the first day after expiration of the required statutory notice.
[3] The suspension period to terminate concurrently with the buyer's resale rate suspended in Docket No. RI65-29.
[4] Revenue-sharing rate increase.
[5] Pressure base is 14.65 psia.
[6] Periodic rate increase.
[7] Subject to reduction of 0.4875 cent per Mcf for compression of low pressure gas (below 500 psig).
[8] Includes partial reimbursement for full 2.55 percent New Mexico Emergency School Tax.
[9] Subject to upward and downward Btu adjustment.
[10] Includes base rate of 15.0 cents plus upward Btu adjustment.
[11] Includes base rate of 16.0 cents plus upward Btu adjustment.
[12] Redetermined rate increase.
[13] The stated effective date is the effective date requested by Respondent.
[14] Subject to downward Btu adjustment.
[15] Settlement rate pursuant to Commission's order issued May 1, 1961, in Docket No. G-20117.

Sun Oil Company (Sun) and N. B. Hunt (Hunt) request an effective date of August 1, 1964, the contractually provided effective date, for their proposed rate increases; Socony Mobil Oil Company, Inc. (Operator), et al., and Socony Mobil Oil Company, Inc., request that their proposed rate filings be allowed to become effective as of September 11, 1964, and J. M. Huber Corporation requests that its proposed increased rate be allowed to become effective as of September 1, 1965. 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 the producers' rate filings and such requests are denied.

Sun and Hunt's proposed increases are revenue-sharing type rate increases for sales of natural gas to West Lake Natural Gasoline Company (West Lake), which is owned 50 percent by El Paso Natural Gas Company (El Paso). West Lake resells the gas after gathering and processing to El Paso. The contracts between the producers and West Lake provide that West Lake shall pay its suppliers 50 percent of the amount it receives from El Paso. On July 1, 1964, West Lake filed for a periodic increase from 17.0 cents to 18.0 cents per Mcf for its sale to El Paso, which was suspended for five months until January 1, 1965, by the Commission's order issued July 23, 1964, in Docket No. RI65-29, because it exceeds the 11.5 cents per Mcf increased ceiling for the area. Sun and Hunt's proposed rate increases are based upon West Lake's suspended rate of 18.0 cents per Mcf. Although the proposed revenue-sharing increased rates are below the 11.5 cents per Mcf area ceiling, they are suspended because they are based on the buyer's resale rate. Under the circumstances, the suspension periods for Sun and Hunt's rate filings may be shortened to terminate concurrently with the suspension period (January 1, 1965) of West Lake's resale rate in Docket No. RI65-29.

With the exception of the increased rates filed by Sun and Hunt, 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, Part 2, § 2.56).

[F.R. Doc. 64-9197; Filed, Sept. 11, 1964; 8:45 a.m.]

[Docket Nos. RI65-157 etc.]

SUPERIOR OIL CO. ET AL.

Order Providing for Hearings on and Suspension of Proposed Changes in Rates [1]

SEPTEMBER 2, 1964.

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 hereof.

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 law-

[1] Does not consolidate for hearing or dispose of the several matters herein.

fulness 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 October 21, 1964.

By the Commission.

[SEAL] JOSEPH H. GUTRIDE, *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 subject to refund in docket Nos.
									Rate in effect	Proposed increased rate	
RI65-157	The Superior Oil Co., 1725 K Street NW., Suite 909, Washington, D.C., 20006. Attn: Mr. William T. Kilbourne II.	70	3	Northern Natural Gas Co. (Eumont Field, Bell G Unit No. 1, Lea County, N. Mex.) (Permian Basin Area).	$8	8-5-64	[2] 9-5-64	2-5-65	[6] 10.5	[3 4 5 6] 11.5474	
RI65-158	Jack H. Bryant, Trustee, Petroleum Building, P.O. Box 282, Abilene, Tex.	1	5	El Paso Natural Gas Co. (Nolan County, Tex.) (R.R. Dist. No. 7-B) (Permian Basin Area).	800	8-4-64	[7] 9-4-64	2-4-65	15.5	[3 4] 16.5	RI60-416.
RI65-159	H. L. Hunt, 700 Mercantile Bank Building, Dallas, Tex., 75201.	32	5	United Gas Pipe Line Co. (West Pilgrim Church Area, Allen Parish, La.) (South Louisiana).	300	8-3-64	[7] 9-3-64	2-3-65	[9 10] 20.375	[3 8 9 10] 22.375	
RI65-160	Lamar Hunt, 700 Mercantile Bank Building, Dallas, Tex., 75201.	8	5	do	6,000	8-3-64	[7] 9-3-64	2-3-65	[9 10] 20.375	[3 8 9 10] 22.375	
RI65-161	Columbian Fuel Corp. (Operator), et al., 401 Dewey Avenue, Bartlesville, Okla., 74004. Attn: Mr. P. H. DuVal.	63	10	United Gas Pipe Line Co. (West Gueydan Field, Vermilion Parish, La.) (South Louisiana).	2,680	8-7-64	[2] 11-1-64	4-1-65	[9 10] 21.1	[3 8 9 10] 21.5	RI64-268.
RI65-162	Helmerich & Payne, Inc., 21st at Utica, Tulsa, Okla.	26	1	Michigan Wisconsin Pipe Line Co. (Laverne Field, Beaver County, Okla.) (Panhandle Area).	3,056	8-5-64	[2] 9-5-64	2-5-65	[11] 17.0	[3 4 11] 19.5	
	Helmerich & Payne, Inc.	29	1	Panhandle Eastern Pipe Line Co. (Hugoton Field, Morton and Seward Counties, Kans.).	2,071	8-5-64	[2] 9-5-64	2-5-65	11.0	[3 4] 12.0	
RI65-163	Jake L. Hamon (Operator), et al., Vaughn Building, Dallas 1, Tex.	41	1	Lone Star Gas Co. (E. Aylesworth Field, Bryan County, Okla.) (Oklahoma "Other" Area).	2,087	8-7-64	[7] 9-7-64	2-7-65	11.0	[3 4] 12.0	
RI65-164	Pan American Petroleum Corp., P.O. Box 1410, Fort Worth, Tex., 76101	19	10	Mississippi River Fuel Corp. (Woodlawn Field, Harrison County, Tex.) (R.R. Dist. No. 6).	104	8-10-64	[7] 9-10-64	2-10-65	[8] 14.6392	[3 4 8 12] 15.1440	RI61-538.
	Pan American Petroleum Corp.	390	3	Natural Gas Pipeline Co. of America, (Boonsville Field, Jack County, Tex.) (R.R. Dist. No. 9).	550	8-10-64	[7] 9-10-64	2-10-65	[15] 15.09000	[3 4 14] 16.30264	CI64-917.[13]

[2] The stated effective date is the effective date requested by Respondent.
[3] Periodic rate increase.
[4] Pressure base is 14.65 psia.
[5] Includes partial reimbursement for 0.55 percent increase in New Mexico Emergency School Tax.
[6] Subject to reduction of 0.5 cent per Mcf for compression of low pressure gas (below 600 psig).
[7] The stated effective date is the first day after expiration of the required statutory notice.
[8] Pressure base is 15.025 psia.
[9] Rate is subject to downward Btu adjustment.
[10] Inclusive of taxes.
[11] Subject to upward Btu adjustment.
[12] Includes base rate of 15.0 cents plus 0.144 cent per Mcf tax reimbursement.
[13] Base rate is subject to upward and downward Btu adjustment and 0.25 cent per Mcf for dehydration paid by buyer.
[14] Includes base rate of 15.0 cents per Mcf plus 0.25 cent dehydration charge plus 0.90 cent upward Btu adjustment (based on 1060 Btu gas) plus 0.15264 tax reimbursement.
[15] Rate in effect subject to refund in Certificate Docket No. CI64-917 and includes base rate of 14.0 cents plus 0.25 cent dehydration charge plus 0.84 cent upward Btu adjustment based on 1060 Btu gas.

Jack H. Bryant, Trustee, requests waiver of notice to make his proposed rate increase effective as of August 1, 1964, the contractually provided effective date; H. L. Hunt and Lamar Hunt request that their proposed rate filings be made effective as of September 1, 1964; Jake L. Hamon (Operator), et al., requests an effective date of September 5, 1964; Pan American Petroleum Corporation requests an effective date of July 5, 1964, for its proposed Supplement No. 10 to its FPC Gas Rate Schedule No. 19, and a retroactive effective date of December 27, 1963, for Supplement No. 3 to its FPC Gas Rate Schedule No. 390. 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 the producers' aforementioned rate filings and such request are denied.

[F.R. Doc. 64-9199; Filed, Sept. 11, 1964; 8:45 a.m.]

[Docket No. RI65-38 etc.]

SINCLAIR OIL & GAS CO. ET AL.

Order Providing for Hearings on and Suspension of Proposed Changes in Rates; Correction

AUGUST 24, 1964.

Sinclair Oil & Gas Company, et al., Docket Nos. RI65-38, etc., Socony Mobil Oil Company, Inc. (Operator), et al., Docket No. RI65-41, Socony Mobil Oil Company, Inc., Docket No. RI65-42, Aztec Oil & Gas Company, Docket No. RI65-68.

In the order providing for hearings on and suspension of proposed changes in rates, issued July 29, 1964, and published in the FEDERAL REGISTER August 12, 1964 (F.R. Doc. 64-7984; 29 F.R.-11542), make the following corrections in the chart:

Under column headed "Proposed Increased Rate" opposite Docket No. RI65-41, Socony Mobil Oil Company, Inc. (Operator), et al, Supplement 2 to FPC Gas Rate Schedule No. 259 change rate to read "16.7228" in lieu of "16.7828"; also opposite Docket No. RI65-68, Aztec Oil & Gas Company, Supplement 9 to FPC Gas Rate Schedule No. 6, correct footnote "[11]" after the rate shown "16.6318" to read footnote "[11]".

Under column headed "Rate in Effect" opposite Docket No. RI65-42, Socony Mobil Oil Company, Inc., Supplement 8, to FPC Gas Rate Schedule No. 86 change rate to read "15.6238" in lieu of "15.6328".

JOSEPH H. GUTRIDE, *Secretary.*

[F.R. Doc. 64-9246; Filed, Sept. 11, 1964; 8:45 a.m.]

[Docket No. G-2658 etc.]

HURLEY OIL & GAS CO. ET AL.

Findings and Order; Correction

AUGUST 24, 1964.

In the order findings and order after statutory hearing issuing certificates of public convenience and necessity, amending certificates, permitting and approving abandonment of service, terminating certificates, substituting parties, accepting and redesignating related rate schedules, substituting respondents, making successors in interest corespondents, redesignating proceedings, and requiring filings of agreements and undertakings, issued August 7, 1964, and published in the FEDERAL REGISTER August 14, 1964 (F.R. Doc. 64-8195; 29 F.R.-11659), delete Docket No. "G-11570" from paragraph (7) of the findings and correct Docket No. "CI62-833" to read Docket No. "CI62-883" in paragraph (J) of the ordering clause.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 64-9247; Filed, Sept. 11, 1964; 8:45 a.m.]

[Docket No. RI65-8 etc.]

ATLANTIC REFINING CO. ET AL.

Order Providing for Hearings on and Suspension of Proposed Changes in Rates; Correction

SEPTEMBER 3, 1964.

The Atlantic Refining Company, et al., Docket Nos. RI65-8, etc., Mull Drilling Company (Operator), et al., Docket No. RI65-13.

In the order providing for hearing and suspension of proposed changes in rates, issued July 16, 1964, and published in the FEDERAL REGISTER July 25, 1964 (F.R. Doc. 64-7313; 29 F.R. 10404); In the chart after Docket No. RI65-13, Mull Drilling Company (Operator), et al., change Supplement No. "2" to read Supplement No. "3" to Rate Schedule No. 5.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 64-9248; Filed, Sept. 11, 1964; 8:46 a.m.]

[Docket No. E-7165]

SOUTHERN CALIFORNIA EDISON CO. AND DESERT ELECTRIC COOPERATIVE, INC.

Notice of Hearing

SEPTEMBER 10, 1964.

Pursuant to the Commission's order issued July 29, 1964 (29 F.R. 11941), notice is hereby given that the hearing in the above-entitled proceeding will be held at 9:30 a.m., local time, September 28, 1964, in the Community Hall, Little Church of the Desert, 6079 North Adobe Road, Twentynine Palms, California.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 64-9311; Filed, Sept. 11, 1964; 8:50 a.m.]

HOUSING AND HOME FINANCE AGENCY

Office of the Administrator

ACTING URBAN RENEWAL COMMISSIONER

Designation

The officers appointed to the following listed positions in the Urban Renewal Administration, Housing and Home Finance Agency, are hereby designated to serve as Acting Urban Renewal Commissioner during the absence of the Urban Renewal Commissioner, with all the powers, functions, and duties delegated or assigned to the Urban Renewal Commissioner, provided that no officer is authorized to serve as Acting Urban Renewal Commissioner unless all other officers whose titles precede his in this designation are unable to act by reason of absence:

1. Deputy Urban Renewal Commissioner.
2. Chief Counsel.
3. Assistant Commissioner for Program Planning.
4. Assistant Commissioner for Relocation and Rehabilitation.
5. Assistant Commissioner for Urban Planning and Community Development.
6. Assistant Commissioner for Field Operations.
7. Assistant Commissioner for Technical Standards.

This designation supersedes the designation of Acting Urban Renewal Commissioner effective February 8, 1963 (28 F.R. 1275, February 8, 1963).

(62 Stat. 1283 (1948), as amended by 64 Stat. 80 (1950), 12 U.S.C. 1701c)

Effective as of the 12th day of September 1964.

[SEAL] MILTON P. SEMER,
Acting Housing and Home Finance Administrator.

[F.R. Doc. 64-9258; Filed, Sept. 11, 1964; 8:47 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-3421]

CONTINENTAL VENDING MACHINE CORP.

Order Suspending Trading

SEPTEMBER 8, 1964.

The common stock, 10 cents par value, of Continental Vending Machine Corp., being listed and registered on the American Stock Exchange and having unlisted trading privileges on the Philadelphia-Baltimore-Washington Stock Exchange, and the 6 percent convertible subordinated debentures due September 1, 1976, being listed and registered on the American Stock Exchange, pursuant to provisions of the Securities Exchange Act of 1934; and

It appearing to the Securities and Exchange Commission that the summary suspension of trading in such securities on such exchanges and otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to sections 15 (c)(5) and 19(a)(4) of the Securities Exchange Act of 1934, that trading in such securities on the American Stock Exchange, the Philadelphia-Baltimore-Washington Stock Exchange and otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period September 9, 1964 through September 18, 1964, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 64-9242; Filed, Sept. 11, 1964; 8:45 a.m.]

[File No. 70-4230]

JERSEY CENTRAL POWER & LIGHT CO.

Notice of Proposed Issuance and Sale of First Mortgage Bonds at Competitive Bidding

SEPTEMBER 8, 1964.

Notice is hereby given that Jersey Central Power & Light Company ("Jersey Central"), Madison Avenue at Punch Bowl Road, Morristown, New Jersey, 07960, an electric utility subsidiary company of General Public Utilities Corporation ("GPU"), a registered holding company, has filed an application with this Commission pursuant to the Public Utility Holding Company Act of 1935 ("Act"), designating section 6(b) of the Act and Rule 50 promulgated thereunder as applicable to the proposed transaction. All interested persons are referred to the application, on file at the office of the Commission, for a statement of the transaction therein proposed which is summarized below.

Jersey Central proposes to issue and sell, subject to the competitive bidding requirements of Rule 50 promulgated under the Act, $18,000,000 principal amount of First Mortgage Bonds, ---- percent Series due 1994. The interest rate of the new bonds (which will be a multiple of 1/8 of 1 percent) and the price, exclusive of accrued interest, to be paid to Jersey Central (which will not be less than 100 percent nor more than 102¾ percent of the principal amount thereof) will be determined by the competitive bidding. The bonds will be issued under the Indenture dated as of March 1, 1946, between Jersey Central and First National City Bank, Trustee, as heretofore supplemented and amended, and as to be further supplemented and amended by an Eleventh Supplemental Indenture to be dated as of October 1, 1964.

The application states that the proceeds (other than premium, if any, and accrued interest) from the sale of the new bonds will be applied to the cost of

Jersey Central's 1964 construction program (estimated at $42,000,000) or to reimburse partially its treasury for expenditures therefrom for that purpose. Out of treasury funds, as thus reimbursed, Jersey Central will repay the balance of its short-term bank loans outstanding at the completion of the sale of the new bonds. Such short-term notes aggregated $17,220,000 as at June 30, 1964. The premium, if any, resulting from the sale of the new bonds will be used for Jersey Central's general corporate purposes, including payment of expenses of the proposed transaction. The balance of the funds required by Jersey Central for its 1964 construction program is expected to come from cash capital contributions from GPU (Holding Company Act Release No. 15082, June 5, 1964), cash generated from operations, temporary use of treasury funds, and the proceeds of sales of long-term and/or short-term debt securities later this year.

Fees and expenses incident to the proposed transaction are estimated at $77,000, including counsel fees of $8,500 and accounting fees of $3,000. The fees and disbursements of counsel for the underwriters, to be paid by the successful bidder, will be supplied by amendment.

The application states that the issuance and sale of the new bonds are subject to the jurisdiction of the Board of Public Utility Commissioners of the State of New Jersey, the State commission of the State in which Jersey Central is organized and doing business, and that,, although Jersey Central has qualified to do business in the Commonwealth of Pennsylvania, it is the position of the Pennsylvania Public Utility Commission that the Pennsylvania Public Utility Law does not apply to the proposed transaction. It is further stated that no other State commission has jurisdiction over the proposed transaction; and that, upon authorization by this Commission of the proposed transaction (including the accounting therefor) no Federal commission, other than this Commission, has jurisdiction over said transaction.

Notice is further given that any interested person may, not later than October 6, 1964, request in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request, and the issues of fact or law raised by said application which he desires to controvert; or he may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C., 20549. A copy of such request should be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon the applicant at the above-stated address, and proof of service (by affidavit or, in case of an attorney at law, by certificate) should be filed contemporaneously with the request. At any time after said date, the application, as filed or as it may be amended, may be granted as provided in Rule 23 of the general rules and regulations promulgated under the Act, or the Commission may grant exemption from such rules as provided in Rules 20(a) and 100 thereof or take such other action as it may deem appropriate.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 64-9243; Filed, Sept. 11, 1964; 8:45 a.m.]

[File No. 1-4722]

TASTEE FREEZ INDUSTRIES, INC.

Order Suspending Trading

SEPTEMBER 8, 1964.

The common stock, 67 cents par value, of Tastee Freez Industries, Inc., being listed and registered on the American Stock Exchange, pursuant to provisions of the Securities Exchange Act of 1934; and

It appearing to the Securities and Exchange Commission that the summary suspension of trading in such securities on such exchange and otherwise than on a national securities exchange is required in the public interest and for the protection of investors;

It is ordered, Pursuant to sections 15 (c)(5) and 19(a)(4) of the Securities Exchange Act of 1934, that trading in such securities on the American Stock Exchange and otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period September 9, 1964 through September 18, 1964, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 64-9244; Filed, Sept. 11, 1964; 8:45 a.m.]

SMALL BUSINESS ADMINISTRATION

[Delegation of Authority No. 30-IV; Amdt. 1]

RICHMOND REGIONAL AREA

Delegation of Authority To Conduct Program Activities

Pursuant to the authority delegated to the Regional Director by Delegation of Authority No. 30 (Revision 9), 29 F.R. 11777, as corrected and as amended 29 F.R. 12570; Delegation of Authority No. 30-IV, 29 F.R. 12489, is hereby amended by deleting Item I.A. and substituting the following in lieu thereof:

I. * * *

A. *Size Determinations* (Delegated to the positions as indicated below):

To make initial size determinations in all cases within the meaning of the Small Business Size Standards Regulations, as amended, and further, to make product classification decisions for financial assistance purposes only. Product classification decisions for procurement purposes are made by contracting officers.

* * * * *

Effective date: September 1, 1964.

CLARENCE P. MOORE, *Regional Director, Richmond.*

[F.R. Doc. 64-9278; Filed, Sept. 11, 1964; 8:48 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

SEPTEMBER 9, 1964.

Protests to the granting of an application must be prepared in accordance with Rule 1.40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 39244: *Joint motor-rail rates—Eastern Central.* Filed by The Eastern Central Motor Carriers Association, Inc., agent (No. 278), for interested carriers. Rates on various commodities moving on class and commodity rates over joint routes of applicant rail and motor carriers, between points in middle Atlantic and New England territories, on the one hand, and points in central States, middlewest and southwestern territories, on the other.

Grounds for relief: Motortruck competition.

Tariff: 14th revised page 47-A to Eastern Central Motor Carriers Association, Inc., agent, tariff MF-I.C.C. A-230.

FSA No. 39245: *Joint motor-rail rates—Eastern Central.* Filed by The Eastern Central Motor Carriers Association, Inc., agent (No. 279), for interested carriers. Rates on various commodities moving on class and commodity rates over joint routes of applicant rail and motor carriers, between points in middle Atlantic and New England territories, on the one hand, and points in central States, middlewest and southwestern territories, on the other.

Grounds for relief: Motortruck competition.

Tariff: 17th revised page 69 to Eastern Central Motor Carriers Association, Inc., agent, tariff MF-I.C.C. A-230.

FSA No. 39246: *Joint motor-rail rates—Eastern Central.* Filed by The Eastern Central Motor Carriers Association, Inc., agent (No. 280), for interested carriers. Rates on various commodities moving on class rates over joint routes of applicant rail and motor carriers, between points in central States territory, on the one hand, and points in middle Atlantic and New England territories, on the other.

Grounds for relief: Motortruck competition.

Tariff: 7th revised page 118-A to Eastern Central Motor Carriers Association, Inc., agent, tariff MF-I.C.C. A-230.

FSA No. 39247: *Joint motor-rail rates—Eastern Central.* Filed by the Eastern Central Motor Carriers Association, Inc., agent (No. 281) for interested carriers. Rates on various commodities moving on class and commodity rates over joint routes of applicant rail and motor carriers, between points in middle Atlantic and New England territories, on the one hand, and points in central States, middlewest and southwestern territories, on the other.

Grounds for relief: Motortruck competition.

Tariff: 23d revised page 222 to Eastern Central Motor Carriers Association, Inc., agent, tariff MF-I.C.C. A-230.

FSA No. 39248: *Barium carbonate to Albion, Mich.* Filed by O. W. South, Jr., agent (No. A4562), for interested rail carriers. Rates on barium carbonate, in bulk, in covered hopper cars, in carloads, from Cartersville, Ga., to Albion, Mich.

Grounds for relief: Market competition.

Tariff: Supplement 58 to Southern Freight Association, agent, tariff I.C.C. S-263.

FSA No. 39249: *Barytes to New Orleans, La.* Filed by O. W. South, Jr., agent (No. A4561), for interested rail carriers. Rates on barytes, crude or ground, in carloads, from Crider, Marion, and Mexico, Ky., to New Orleans, La.

Grounds for relief: Market competition.

Tariff: Supplement 7 to Southern Freight Association, agent, tariff I.C.C. S-417.

FSA No. 39250: *Citrus fruit from Indiantown, Fla.* Filed by O. W. South, Jr., agent (No. A4560), for interested rail carriers. Rates on citrus fruit, in carloads, from Indiantown, Fla., to points in official territory, also Canada.

Grounds for relief: Market competition.

FSA No. 39251: *Sulphuric acid to Athens, Ga.* Filed by O. W. South, Jr., agent (No. A4563), for interested rail carriers. Rates on sulphuric acid, in tank carloads, from Baton Rouge and North Baton Rouge, La., also LeMoyne, Ala., to Athens, Ga.

Grounds for relief: Market competition.

Tariff: Supplement 94 to Southern Freight Association, agent, tariff I.C.C. S-162.

FSA No. 39252: *Joint motor-rail rates—Niagara Frontier.* Filed by Niagara Frontier Tariff Bureau, Inc., agent (No. 29), for interested carriers. Rates on various commodities moving on class and commodity rates over joint routes of applicant rail and motor carriers, between points in central States, middle Atlantic and New England territories, on the one hand, and points in Provinces of Ontario and Quebec, Canada, on the other.

Grounds for relief: Motortruck competition.

Tariff: Supplement 23 to Niagara Frontier Tariff Bureau, Inc., agent, tariff MF-I.C.C. 59.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 64-9257; Filed, Sept. 11, 1964; 8:47 a.m.]

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PART II

FEDERAL REGISTER

THE NATIONAL ARCHIVES OF THE UNITED STATES 1934 LITTERA SCRIPTA MANET

VOLUME 29 NUMBER 179

Washington, Saturday, September 12, 1964

Agency for International Development

[A.I.D. Regulation 1]

Commodity Transactions Financed By A.I.D.

Title 22—FOREIGN RELATIONS

Chapter II—Agency for International Development, Department of State

[A.I.D. Regulation 1]

PART 201—RULES AND PROCEDURES APPLICABLE TO COMMODITY TRANSACTIONS FINANCED BY A.I.D.

Part 201 of Chapter II, Title 22 (A.I.D. Regulation 1), is revised to read as follows:

AUTHORITY: The provisions of this Part 201 issued under sec. 621, Foreign Assistance Act of 1961; 75 Stat. 445; 22 U.S.C. 2402.

Subpart A—Definitions and Scope of This Regulation

§ 201.01 Definitions.

As used in this Part 201, the following terms shall have the meanings indicated below:

(a) *The Act.* "The Act" means the Foreign Assistance Act of 1961, as amended from time to time.

(b) *A.I.D.* "A.I.D." means the Agency for International Development or any successor agency, including, when applicable, each US AID.

(c) *A.I.D. geographic code.* "A.I.D. geographic code" means a code in the A.I.D. Geographic Code Book which designates a country, a group of countries, or an otherwise defined area.

(d) *AID/W.* "AID/W" means the A.I.D. in Washington, D.C., including any office thereof.

(e) *Approved applicant.* "Approved applicant" means the person or organization designated by the borrower/grantee to establish credits with banks in favor of suppliers or to instruct banks to make payments to suppliers, and includes any agent acting on behalf of such approved applicant.

(f) *Bank.* "Bank" means a banking institution organized under the laws of the United States, or any State, territory or possession thereof, or Puerto Rico or the District of Columbia.

(g) *Borrower/grantee.* "Borrower/grantee" means the government of any cooperating country, or any agency, instrumentality or political subdivision thereof, or any private entity to which A.I.D. directly makes funds available by loan or grant.

(h) *Commodity.* "Commodity" means any material, article, supply, goods or equipment.

(i) *Commodity-related services.* "Commodity-related services" means delivery services and/or incidental services.

(j) *Cooperating country.* "Cooperating country" means any country to which A.I.D. provides any form of assistance under the Act.

(k) *Delivery.* "Delivery" means the transfer to, or for the account of, an importer of the right to possession of a commodity, or the rendering to, or for the account of, an importer of any commodity-related service.

(l) *Delivery services.* "Delivery services" means any service customarily performed in a commerical export transaction which is necessary to effect a physical transfer of commodities from the country of export to the cooperating country. Examples of such services are the following: export packing, local drayage in the source country (including waiting time at the dock), ocean and other freight, loading, heavy lift, wharfage, tollage, switching, dumping and trimming, lighterage, insurance, commodity inspection services, and services of a freight forwarder. "Delivery services" may also include work and materials necessary to meet A.I.D. marking requirements.

(m) *Implementing document.* "Implementing document" means any document issued by A.I.D. which authorizes the use of A.I.D. funds for the procurement of commodities and/or commodity-related services and which specifies conditions which will apply to such procurement.

(n) *Importer.* "Importer" means any person or organization, governmental or otherwise, in the cooperating country who is authorized by the borrower/grantee to use A.I.D. funds under this Regulation for the procurement of commodities, and includes any borrower/grantee who undertakes such procurement.

(o) *Incidental services.* "Incidental services" means the installation or erection of A.I.D.-financed equipment, or the training of personnel in the maintenance, operation and use of such equipment.

(p) *Purchase contract.* "Purchase contract" means any contract or similar arrangement under which a supplier furnishes commodities and/or commodity-related services financed under this Part 201.

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

(r) *Supplier.* "Supplier" means any person or organization, governmental or otherwise, who furnishes commodities and/or commodity-related services financed under this Part 201.

(s) *Supplier's Certificate.* "Supplier's Certificate" means A.I.D. Form 281, "Supplier's Certificate and Agreement with the Agency for International Development", including the "Invoice-and-Contract Abstract" on the reverse of such form (Appendix A to this Part 201), or any substitute form which may be prescribed in the letter of commitment, request for the opening of a special letter of credit, or other pertinent implementing document.

(t) *United States.* "United States" means the United States of America, any State, territory or possession thereof, Puerto Rico and the District of Columbia.

(u) *US AID.* "US AID" means the A.I.D. mission or representative to any cooperating country.

The appropriate implementing document will indicate whether and the extent to which this Part 201 shall apply to the procurement of commodities or commodity-related services or both.

(a) The borrower/grantee is responsible for compliance with the applicable provisions of this Part 201 by importers and suppliers, and for assuring that importers and suppliers are informed of the extent to which this Part 201 applies.

(b) Subpart B of this Part 201 sets forth conditions governing the eligibility for A.I.D.-financing of transactions covering commodities and commodity-related services.

(c) Subpart C prescribes procedures which importers shall follow in purchasing commodities.

(d) Subpart D sets forth the responsibilities of suppliers.

(e) Subpart E contains provisions relating to

(1) The diversion of shipments and the vesting in A.I.D. of title to commodities;

(2) The effect of termination or modification of any loan, grant or implementing document; and

(3) A.I.D. audit and inspection rights.

(f) Subpart F describes the financing process and prescribes the documents which shall be submitted to banks and to A.I.D.

(g) Subpart G contains the price tests which shall be met and limitations on amounts and types of payments which A.I.D. will finance.

(h) Subpart H defines the rights and responsibilities of banks.

(i) Subpart I sets out the rights and remedies which are reserved to A.I.D. and provides for the waiver under special circumstances of the provisions of this Part 201. The subpart also contains necessary transitory provisions.

(j) Unless otherwise indicated, references in this Part 201 to subparts or to sections relate to subparts or sections of this Part 201.

Subpart B—Conditions Governing the Eligibility of Procurement Transactions for A.I.D. Financing

§ 201.10 Purpose.

This subpart sets forth requirements for A.I.D. financing applicable to transactions for the procurement of commodities and/or commodity-related services.

§ 201.11 Eligibility of commodities.

To qualify for A.I.D. financing, a commodity procurement transaction shall satisfy the following requirements:

(a) *Description and condition of the commodity.* The commodity shall conform to the description in the implementing document. Unless otherwise authorized by AID/W in writing, the commodity shall be unused, and may not have been disposed of as surplus by any governmental agency.

(b) *Source*—(1) *General rule.* The source of the commodity shall be a country authorized in the implementing document by name or by reference to an A.I.D. geographic code. In addition, the commodity shall have been mined, grown, or through manufacturing, processing, or assembly produced in a source country authorized in the implementing document.

(2) *Exceptions.* A produced commodity will not be eligible for A.I.D. financing if

(i) It contains any component from countries other than free world countries as listed in A.I.D. geographic code 899; or

(ii) It contains components which were imported into the country of production from such free world countries other than authorized source countries; and

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

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

(3) *Waiver provision.* AID/W may from time to time waive or modify the requirements of subparagraph (2)(ii) of this § 201.11(b) if in its view such action is necessary to achieve A.I.D.'s objective of conformity with normal industry practices.

(c) *Date of shipping documents.* The documents required as evidence of shipment under § 201.52(a)(4) shall show that the date of shipment was within the shipping period, if any, specified in the implementing document.

(d) *Medium of transportation.* Shipment shall not be effected

(1) By a transportation medium owned, operated or under the control of any country not included within A.I.D. geographic code 899; or

(2) From the United States on a vessel which A.I.D. has designated ineligible; or

(3) Under any ocean or air charter which has not received prior aproval by AID/W.

(e) *Marine insurance.* If A.I.D. determines that the government of a cooperating country, by statute, decree, rule or regulation, discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any state of the United States, then any A.I.D.-financed commodity shipped to the cooperating country shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a state of the United States. "Discrimination" within the meaning of this paragraph (e) may be found to exist whenever the effect of governmental action by a cooperating country is to hinder an importer in entering into a c.i.f. contract with a United States supplier or in instructing a United States supplier to place marine insurance in the United States.

(f) *Timely submission of documents.* All documents required under § 201.52 to be submitted by a supplier in order to receive payment or reimbursement shall be submitted to A.I.D. or to a designated bank, whichever is appropriate, on or before the terminal date specified in the letter of commitment, the request for the opening of a special letter of credit, or other implementing document.

(g) *United States Treasury Department regulations.* Procurement transactions shall comply with the requirements of the Foreign Assets Control Regulation and Cuban Assets Control Regulation of the United States Treasury Department.

(h) *Commodities shipped out of free port or bonded warehouse.* No commodity shipped out of a free port or bonded warehouse is eligible for A.I.D. financing if it was shipped to the free port or bonded warehouse without compliance with the requirements set forth in paragraph (d) (1) and (2) of this § 201.11.

(i) *Purchase price.* The purchase price for the commodity shall satisfy the requirements of Subpart G.

§ 201.12 Eligibility of incidental services.

Incidental services may be financed under the same implementing document which makes funds available for the procurement of equipment if

(a) The supplier does not procure such services with local currency in the cooperating country; and

(b) Such services are specified in the purchase contract relating to the equipment.

§ 201.13 Eligibility of delivery services.

Delivery services will be financed by A.I.D. in the manner provided in this section.

(a) *General.* Delivery services which relate to A.I.D.-financed commodities may be financed under the implementing document which authorizes the purchase of the commodities or under a separate immplementing document.

(b) *Conditions and limitations*—(1) *Freight.* Unless otherwise authorized, A.I.D. will not finance freight

(i) For shipment beyond the point of entry in the cooperating country; or

(ii) On any non-U.S. flag transportation medium carrying the commodities to the cooperating country, or to or from a free port or bonded warehouse; or

(iii) On any vessel designated by A.I.D. as ineligible to carry A.I.D.-financed cargo; or

(iv) On any liner vessel for which the rate applicable to the commodity shipped and applying to both A.I.D.-financed and non-A.I.D.-financed cargo has not been filed with the Federal Maritime Commission (whether or not such filing is required by the Federal Maritime Commission); or

(v) Under any ocean or air charter covering full or part cargo (whether for a single voyage, consecutive voyages, or a time period) which has not received prior approval by AID/W (Resources Transportation Division); or

(vi) Which is attributable to brokerage commissions which exceed the limitations specified in § 201.65(e) or to address commissions, dead freight, or demurrage.

(2) *Inspection services.* A.I.D. will finance inspection of A.I.D.-financed commodities if such inspection is performed by independent inspectors at the request of the importer and is either customary in export transactions for the commodity involved or is necessary to determine conformity of the commodities to the contract.

(3) *Insurance.* (i) A.I.D. will finance U.S. dollar premiums for marine insurance including war risk on A.I.D.-financed commodities, if

(*a*) The insurance is placed on a competitive basis, in an authorized source country, with a company or companies authorized to do a marine insurance business in any state of the United States; and

(*b*) Such insurance is placed either in accordance with the terms of the commodity purchase contract or by, or on the written instructions of, the importer; and

(*c*) Insurance coverage relates only to the period during which the commodities are in transit to the cooperating country, except that it may include coverage under a so-called "warehouse-to-warehouse" clause; and

(*d*) The premiums do not exceed the limitations contained in § 201.68.

(ii) Within the meaning of § 201.11(e) as well as of this § 201.13(b)(3), insurance is "placed" in a country only if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company office located in said country. "On a competitive basis" means under conditions of effective competition, but not necessarily under formal competitive bid procedures.

§ 201.14 Eligibility of bid bonds and performance guaranties.

The cost of any bid bond posted by a successful bidder or of any guaranty of performance posted by a supplier is eligible for financing under the implementing document to the extent that the principal amount of the bond or guaranty does not exceed the amount customary in international trade for the type of transaction and commodity involved: *Provided,* That the bid bond and guarantee of performance must be payable in United States dollars and must conform to the requirements of the invitation for bids or the contract, as applicable.

§ 201.15 United States flag vessel shipping requirement.

(a) *General requirement.* At least fifty percent of the gross tonnage of all commodities financed with A.I.D. dollar funds and transported to the cooperating country on ocean vessels shall be transported on privately owned United States flag commercial vessels. The foregoing requirement shall apply separately for any dry bulk carrier shipments, dry cargo liner shipments and tanker shipments from each of the following geographical areas:

(1) United States;
(2) Europe and Africa;
(3) Near East and South Asia;
(4) Latin America and Canada; and
(5) Far East.

(b) *Responsibility of borrower/grantee.* The borrower/grantee shall be responsible for assuring compliance with the requirements of paragraph (a) of this § 201.15 and for imposing upon subborrowers, contractors and importers such requirements regarding shipping arrangements with suppliers as will assure discharge of this responsibility. Such compliance shall be achieved during each United States fiscal year (July 1–June 30) as well as each quarterly period thereof, or during such other period or periods as may be specified by A.I.D. in agreements or implementing documents.

(c) *Non-availability of United States flag vessels.* Upon application of the borrower/grantee, AID/W (Resources Transportation Division) will determine and advise the borrower/grantee whether or not a privately-owned United States flag commercial vessel is available for a specific shipment of commodities at fair and reasonable rates. Such determination and advice of nonavailability does not relieve the borrower/grantee of the obligation to comply with the requirements of paragraphs (a) and (b) of this § 201.15 except to the extent that A.I.D. after reviewing shipments by the borrower/grantee during the fiscal year quarterly period thereof, or other relevant time period, determines that such compliance has not been possible. Any such determination and advice will not render transportation costs on foreign flag vessels eligible for A.I.D. financing.

Subpart C—Procurement Procedures—Responsibilities of Importers

§ 201.20 Purpose.

This subpart prescribes procurement procedures which shall apply to an importer whenever a commodity procurement is to be financed by A.I.D.

§ 201.21 Notice to supplier.

The importer is responsible for providing the supplier with the following information (either through the invitation for bids or otherwise):

(a) Notice that the transaction is to be financed by A.I.D. under this Part 201;

(b) The identification number of the implementing document; and

(c) All additional information prerequisite to A.I.D. financing and contained in the instructions from the borrower/grantee to the importer (for example, eligible source of commodity, periods during which deliveries must be made, shipping provisions, and documentation requirements).

§ 201.22 Formal competitive bid procedures.

If the implementing document requires, or if the importer elects procurement through formal competitive bid procedures, the following minimum requirements shall apply:

(a) *Contents of the invitation for bids.* Every invitation for bids and every attachment or amendment to an invitation shall be in the English language. The invitation shall contain the following:

(1) *Statement of requirements.* The invitation shall state specifically that formal competitive bid procedures apply. The terms and conditions which apply to the procurement shall be clearly indicated, including any factors other than price to be used in evaluation. Commodity specifications shall be stated in terms of United States standards, in a non-restrictive manner, and in sufficient detail to permit maximum response from prospective suppliers.

(2) *Statement regarding submission of bids.* Invitations for bids shall state the applicable invitation number, the address to which bids are to be sent, the closing hour and date for submission and the date, hour and place for public opening of bids. If additional drawings, details, or regulations or forms are necessary for bidding, the invitation shall state where such material may be obtained.

(3) *Statement regarding this part.* Invitations for bids shall expressly indicate the extent to which any resulting contract is subject to the requirements of this Part 201.

(b) *Advertising the invitation for bids.* The invitation for bids shall be advertised in the manner described in § 201.24(a)(1).

(c) *Handling bids.* Bids received shall be held intact and sealed and shall be safeguarded against disclosure of contents prior to bid opening. The bids shall be opened publicly as specified in the bid invitation, and all properly submitted bids shall be considered. Direct submission of a bid by a prospective supplier, rather than through an agent or other representative of the supplier in the cooperating country, shall not be cause for rejection.

(d) *Awards.* Every award shall be made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest in price, unless another bid is demonstrably more advantageous to the importer because of any factor (other than price) set forth in the invitation for bids as a factor to be considered in the evaluation of bids.

(e) *Submission of ward information to A.I.D.* The importer shall complete Form A.I.D. 11–83 "Abstract of Bids", identifying thereon the successful bidder, and noting any two or more identical bids or any evidence of suspected collusion. If the lowest bid has not been accepted, the importer shall justify the award and shall append to the Abstract a statement of reasons for rejecting all lower bids. The Abstract and any justification statement shall be sent in triplicate to the Office of the Controller, A.I.D., Washington, D.C., to arrive within twenty days after the award of the contract.

§ 201.23 Other procurement procedures.

(a) *General requirements.* Procurement not subject to § 201.22 shall be made in accordance with good commercial practice. Specifications shall be expressed in terms of United States standards and shall be in the English language. All solicitations of quotations and offers shall be made uniformly to a reasonable number of prospective suppliers.

(b) *Notification as adequate solicitation.* If the notification requirements of § 201.24(a)(2) apply, such notification shall be deemed an adequate solicitation of quotations and offers, and all supplementary solicitations shall be consistent with such notification.

(c) *Notice of quotations and offers received.* A.I.D. may require that an importer furnish an abstract in the English language and identify thereon all offers or quotations received, the offer accepted or order placed, the price, the quantity, the name and address of all persons submitting offers or quotations and of their principals, if any (including manufacturers or processors of the commodity).

§ 201.24 Solicitation of bids and quotations.

(a) *Notification requirements.* Except as paragraphs (b) or (c) of this § 201.24 may apply, the importer shall comply with the minimum notification requirements set forth in this paragraph (a). He may take such additional steps to notify prospective suppliers as are consistent with prudent procurement.

(1) *Under formal competitive bid procedures.* Invitations for bids must be advertised in the following manner:

(i) *Submission to A.I.D.* Three copies of the invitation for bids must be sent to the Office of Small Business, A.I.D., Washington, D.C., and fifty copies of the invitation shall be sent to a place in the United States designated by the borrower/grantee and agreed to by A.I.D. Invitations must be available to prospective suppliers free of charge, unless otherwise authorized by the Office of Small Business AID/W. All copies must be accompanied by a complete set of any additional drawings, details, applicable government regulations, and other pertinent data necessary to the preparation of bids, or make reference to such additional documents as are readily available to the public or are available for public inspection.

(ii) *Time of submission.* Copies of the invitation for bids must be furnished sufficiently in advance of the bid-closing date to permit adequate preparation of bids. Unless a longer period is prescribed by the Office of Small Business, AID/W, or upon application of the importer a lesser period is authorized by such Office, the required copies shall be sent so as to arrive in the Office of Small Business, AID/W, at least forty-five days in advance of the bid-closing date.

(2) *Under other procurement procedures.* In procurement other than by formal competitive bids, the solicitation of quotations and offers must include the following: The importer shall submit, in triplicate, to the Office of Small Business, A.I.D., Washington, D.C., a notice of proposed procurement, which shall include commodity specifications in terms of United States standards, and other procurement data, in the English language and in the format set out in "Instructions for Notice of Proposed Procurement" (Appendix B to this Part 201). No importer, importer's agent or representative, or anyone acting in his behalf, shall accept any offer or place any order or agree to accept any offer or place any order until forty-five days after the expected arrival of such form at the Office of Small Business, AID/W, in the course of mail. The Office of Small Business may require a longer period or, upon application of the importer, authorize a lesser period.

(3) *Resubmission of notifications to A.I.D.* A.I.D. may require the revision and resubmission to A.I.D. of any invitation for bids which does not comply with the requirements of § 201.22(a) or of subparagraph (1) of this § 201.24(a), or of any notice of proposed procurement which does not comply with the requirements of subparagraph (2) of this § 201.24(a). In such cases the importer shall effect changes necessary to assure compliance with the applicable requirements. The bid-closing date or the date before which an order may not be placed or accepted will be extended as A.I.D. (Office of Small Business) may instruct. A.I.D. (Office of Small Business) may, when it determines it necessary, return to the importer for revision or resubmission the invitation for bids or the notice of proposed procurement. In such cases the revised invitation or notice must be resubmitted in accordance with all the requirements of this § 201.24(a) for original submission to A.I.D.

(b) *Exemption for small value procurement.* Any commodity procurement undertaken by an importer under a single import license or other authority where the estimated landed cost of all purchases made by him under a single three-digit A.I.D. commodity code is less than $5,000 is exempted from the notification requirements of paragraph (a) of this § 201.24. This exemption does not apply to procurement undertaken in amounts of less than $5,000 for the purpose, or with the effect, of evading the requirements of § 201.24(a).

(c) *Waiver provisions.* A.I.D. may waive any notification requirement in the following situations:

(1) *Procurement under certain special supplier-importer relationships.* (i) A supplier may apply for a waiver for the benefit of a named importer if

(*a*) The procurement concerns a registered brand name commodity

(*1*) Which is for resale by the importer;

(*2*) For which the importer is a regularly authorized distributor or dealer of the supplier; and

(*3*) For which the supplier is the sole distributor; or

(*b*) The procurement concerns a commodity

(*1*) Which is for resale by the importer;

(*2*) For which the importer is a regularly authorized distributor or dealer of the supplier; and

(*3*) For which the supplier is the manufacturer or the manufacturer's regularly authorized exporter for the destination involved; or

(*c*) The procurement concerns a commodity

(*1*) Which is procured for manufacture, processing or assembly, and resale of the end-product by the importer;

(*2*) For which the importer is a regularly authorized distributor or dealer of the supplier; and

(*3*) For which the supplier is the manufacturer or the manufacturer's regularly authorized exporter for the destination involved; or

(*d*) The commodity is procured under such other commercial relationship which appears to A.I.D. to merit a waiver from the notification requirements.

(ii) Applications for waiver shall be sent by the supplier to the Office of Small Business, A.I.D., Washington, D.C., and shall include the following:

(*a*) The name and address of the importer who serves as the authorized distributor or dealer;

(*b*) The specific commodities covered by the supplier-importer agreement;

(*c*) Certification concerning the nature and duration of the commercial relationship between the supplier and the importer, supported by a copy or abstract of the pertinent provisions of any underlying written agreement between the supplier and the importer; and

(*d*) If the supplier is not the manufacturer of the commodity, a statement containing the pertinent provisions of any underlying agreement between the supplier and the manufacturer.

(iii) The waiver, if granted, will be forwarded in duplicate to the supplier. The supplier is responsible for forwarding one copy of the waiver to the importer and for advising the Office of Small Business, AID/W, of any change in his agreement with the importer which may affect the waiver granted by A.I.D.

(2) *Proprietary procurement.* (i) Procurement where A.I.D. has determined that, in order to assure the interchangeability or standardization of equipment, or because of special design requirements, or for any similar reason, purchase of a commodity by reference to a particular specification, trade name, or designation is necessary.

(ii) Application for waivers shall be made in writing to A.I.D. by the importer and shall include supporting justification together with the recommendations of the borrower/grantee. In the absence of other instructions, such applications shall be submitted to the US AID for transmittal to AID/W. Notice of approval or rejection of any such application for a waiver will normally be transmitted to the importer through the US AID.

(3) *Emergency procurement.* (i) Commodity procurement necessary to avoid a serious delay in project comple-

tion or in a plant's production, or to avoid a substantial increase in the cost thereof, if the procurement cannot be effected within the time limitations prescribed by § 201.24(a) for notification procedures.

(ii) A request for an emergency procurement waiver shall be made by the importer to the US AID. The request shall state the facts justifying such emergency procurement and shall bear the endorsement of the borrower/grantee. Emergency procurement requires the prior written approval of the US AID.

(4) *Special situations.* (i) Procurement in special situations, if AID/W has determined that it would be impracticable or inconsistent with the purposes of the Act to require adherence to the notification procedures prescribed in § 201.-24(a).

(ii) A request for a special situation waiver shall be made by the importer to the US AID. The request shall justify the procurement and shall bear the endorsement of the borrower/grantee. In the absence of other instructions, the US AID shall transmit the request to AID/W for decision.

§ 201.25 Advance and progress payments for custom-made commodities.

(a) Advance or progress payments prior to shipment may be made with A.I.D. funds if the procurement involves any commodity made to the special specifications of the importer and if prior written approval to make such payments has been obtained from A.I.D. by the importer, through the borrower/grantee, or if such payments are authorized in the implementing document. Any request for A.I.D. approval may be submitted either to AID/W or to the US AID for transmittal to AID/W. A.I.D. will consider any such request only if

(1) The total purchase price exceeds $100,000;

(2) Each payment is at least ten percent of such price; and

(3) The total of all payments prior to shipment does not exceed eighty percent of the purchase price.

(b) A.I.D. may require the supplier to post in A.I.D.'s favor either a guaranty of performance or a prepayment bond equal to the amount of the contract. A.I.D. may impose such further conditions as it deems appropriate.

§ 201.26 Bid bonds and performance guaranties.

Whenever the importer requires the posting of a bid bond or performance guaranty, the type of bond or guaranty (whether certified check, irrevocable letter of credit, bank bond, bank guaranty, surety bond, or otherwise) shall be at the option of the bidder or supplier. Posted bid bonds shall be returned to unsuccessful bidders promptly after an award is made. Unless converted to a required guaranty of performance, any bid bond posted by the successful bidder shall also be returned promptly. Performance guaranties (as distinguished from commodity warranties of quality or performance) shall be cancelled no later than thirty days after completion of the contract performance guaranteed.

Subpart D—Responsibilities of Suppliers

§ 201.30 Purpose.

This subpart establishes the responsibilities of suppliers who furnish commodities and/or commodity-related services. The subpart also establishes procedures for prior review by A.I.D. of relevant contract data.

§ 201.31 Suppliers of commodities.

(a) *Performance of the sales contract.* The supplier of commodities shall comply with the terms and conditions of his contract with the importer and of any letter of credit under which he secures payment.

(b) *Eligibility of commodities.* The supplier shall fulfill his responsibilities under § 201.11 by assuring that

(1) The commodity conforms to the description contained in his contract and letter of credit and, unless otherwise authorized by A.I.D. in writing, the commodity is unused and has not been disposed of as surplus by any governmental agency;

(2) The source of the commodity complies with the provisions of § 201.11(b), relating to source as required by his contract or letter of credit, and with the provisions of § 201.11(h), relating to commodities shipped out of free port or bonded warehouse, if the supplier arranged transportation to the free port or bonded warehouse;

(3) The provisions of § 201.11(d) relating to the medium of transportation are complied with to the extent that the supplier arranges such transportation;

(4) All documents required by § 201.52 to be submitted by the supplier to receive payment are submitted by him on or before the terminal date specified in the letter of credit, or, if there is no letter of credit, in his contract;

(5) The provisions of the U.S. Treasury Department Foreign Assets Control Regulation and Cuban Assets Control Regulation are complied with; and

(6) The purchase price of the commodity meets the requirements of Subpart G of this Part 201 applicable to the supplier.

(c) *Eligibility of delivery services.* The supplier of commodities shall be responsible for assuring that any delivery services obtained by him for his own or for the importer's account comply with the requirements (other than those relating to freight rates) of § 201.13 and, if required by A.I.D., for assuring that any shipping documents obtained by him contain an appropriate diversion clause pursuant to § 201.43. The supplier shall deliver to A.I.D. any shipping documents available to him whenever such delivery is requested by A.I.D.

(d) *Commodity marking*—(1) *Affixation of emblem and identification number.* The supplier shall be responsible for assuring that all commodities and their shipping containers, whether shipped from the United States or from any other source country, carry the official A.I.D. (clasped hands) emblem and, in addition, in the case of commodities furnished to countries participating in the Alliance for Progress, the Alliance for Progress (flaming torch) emblem. Emblems shall be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblem placed on the commodities shall be as durable as the trademark, company or brand name affixed by the producer; the emblem on each shipping container shall be affixed in a manner which assures that the emblem will remain legible until the container reaches the consignee. Upon each shipping container the last set of digits of the identification number of the pertinent implementing document shall be marked in characters at least equal in height to the shipper's marks.

(i) *Size of emblems.* The size of an emblem may vary depending upon the size of the commodity and the size of the package or shipping container. The emblem shall in every case be large enough to be clearly visible at a reasonable distance.

(ii) *Design and color of emblems.* Emblems shall conform in design and color to samples available from AID/W (Office of Small Business) and from the US AID.

(2) *Exception to requirement for affixation of emblems.* To the extent compliance is impracticable, affixation shall not be required for

(i) Raw materials shipped in bulk (including grain, coal, petroleum, oil and lubricants);

(ii) Vegetable fibers packaged in bales; and

(iii) Semifinished products which are not packaged in any way.

(3) *Waiver.* If compliance with the marking requirement is found to be impracticable with respect to other commodities not excepted by subparagraph (2) of this § 201.31(d), the supplier (or, when appropriate, the borrower/grantee) may request AID/W (Office of Small Business) for a waiver.

(4) *Display of emblems on ships.* The official A.I.D. (clasped hands) emblem, and, in addition, in the case of shipments to countries participating in the Alliance for Progress, the Alliance for Progress (flaming torch) emblem shall be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A.I.D.-financed goods. Ship charterers shall insert in charter party agreements instructions relating to the display of A.I.D. emblems.

(e) *Export licenses.* The supplier shall assure that all necessary export licenses are obtained.

(f) *Airmail distribution of shipping documents.* In addition to customary commercial document distribution the supplier shall, at the time of loading the commodities or as soon as practicable thereafter, airmail one set of the following documents to the Controller, US AID, c/o American Embassy in the capital city of the cooperating country to which shipment is being made, or to such other address as is designated to him: a non-negotiable copy of the ocean or charter party bill of lading or other shipping document, supplier's invoice, and packing list. The supplier shall indicate on each such document the number of the applicable implementing document, if known to the supplier.

(g) *Adjustment refunds, credits, and allowances.* All adjustments in the purchase price in an A.I.D.-financed transaction in favor of the importer arising out of the terms of the contract or the customs of the trade shall be made by the supplier in the form of a dollar payment to A.I.D. Any such payment shall be transmitted to the Office of the Controller, A.I.D., Washington, D.C., and shall be accompanied by a statement explaining the adjustment and shall specify the name and address of the importer, the date and amount of the original invoice, and the identification number of the implementing document, if known, under which the original transaction was financed. A.I.D. will advise the borrower/grantee of such adjustment refunds received. Despatch earned by the supplier, other than despatch earned at the port of loading on c.i.f. and c.&f. shipments, shall be refunded to A.I.D. in accordance with the provision of § 201.67(a)(5).

(h) *Vesting in A.I.D. of title to commodities.* The supplier shall be responsible for compliance with the provisions of § 201.44 applicable to him.

(i) *Termination or modification of A.I.D. financing.* The supplier shall be responsible for compliance with the provisions of § 201.45 applicable to him.

§ 201.32 Suppliers of delivery services.

(a) *Performance of the service contract.* The supplier of delivery services financed by A.I.D. shall comply with the terms and conditions of his contract to supply delivery services.

(b) *Emblems.* A supplier of ocean transportation services shall assure that the A.I.D. emblem and, where applicable, the Alliance for Progress emblem are prominently displayed, during loading and unloading, on any ship whose cargo consists entirely of A.I.D.-financed commodities.

(c) *Adjustments in the price of delivery services.* The supplier of delivery services shall pay to the Controller, A.I.D., Washington, D.C., all adjustments in the purchase price in favor of the importer (or person purchasing the ocean transportation services) arising out of the terms of the contract or the customs of the trade. Any such payment shall be accompanied by a statement explaining the adjustment and shall specify the name and address of the importer or other person for whom the adjustment is made, the date and amount of the original invoice, and the identification number of the implementing document, if known, under which the original transaction was financed.

§ 201.33 Prior review of proposed sales.

A.I.D. may require that a supplier submit to A.I.D. for prior review any proposed sale of commodities or of commodity-related services which is to be financed by A.I.D. Upon being notified by A.I.D. that such prior review will be required, the supplier shall submit to A.I.D. for review all proposed transactions of the type covered by the notification in accordance with instructions contained therein. The supplier shall also provide any further information, documentation, or certification which A.I.D. may specify after review of a proposed transaction. A.I.D. will notify the supplier of any special documents or certifications which the supplier must submit in order to obtain payment under such transactions and will forward to the banks appropriate amendments to letters of commitment or to requests for the opening of a special letter of credit.

Subpart E—General Provisions Relating to A.I.D. Financing of Commodities and Commodity-Related Services

§ 201.40 Purpose.

This subpart sets forth certain provisions of general application to transactions subject to this Part 201.

§ 201.41 Audit and inspection.

The borrower/grantee shall maintain records adequate to document the arrival and disposition in the cooperating country of all commodities financied by A.I.D. and to identify the importer (or the first purchaser or transferee if the commodity is imported by the borrower/grantee) for a period of five years following the date of payment or reimbursement by A.I.D. or for such other period as A.I.D. and the borrower/grantee agree. In addition, the borrower/grantee or the importer shall, to the extent either exercises control or custody over the commodities, permit A.I.D. or any of its authorized representatives at all reasonable times during the five-year or other agreed period to inspect the commodities at any point, including the point of use, and to inspect all records and documents pertaining to such commodities.

§ 201.42 Re-export of A.I.D.-financed commodities.

Unless specifically authorized by A.I.D., commodities imported into a cooperating country under A.I.D. financing may not be exported in the same or substantially in the same form from the cooperating country. In the event of any unauthorized re-export, the borrower/grantee shall pay promptly to A.I.D., upon demand, the entire amount reimbursed or such lesser or greater amount as A.I.D. may deem appropriate under the circumstances of the particular transaction. Such an amount shall in no event, however, exceed the greater of either the amount reimbursed or the amount realized from the re-export.

§ 201.43 Diversion clause.

A.I.D. may require that charter parties, bills of lading, or other ocean shipping documents covering A.I.D.-financed commodities contain a clause substantially as follows:

A.I.D. may at any time prior to unloading prescribe a different port of discharge from among the ports covered by the applicable conference tariff. Diversion charges shall apply in accordance with the tariff. Deviation insurance and extra handling costs actually incurred shall be reimbursed.

§ 201.44 Vesting in A.I.D. of title to commodities.

(a) *Vesting upon order of A.I.D.* A.I.D. may direct that title to A.I.D.-financed commodities in transit to a cooperating country shall be vested in A.I.D. if in the opinion of A.I.D. such action is necessary to assure compliance with the provisions or purposes of any act of Congress.

(1) *Rights of A.I.D. upon vesting of title.* In accordance with instructions by A.I.D., the borrower/grantee, supplier, and bank shall transfer such negotiable bills of lading, suppliers' invoices, packing lists, inspection certificates or other designated documents relating to the commodities as are in, or may come into, their possession.

(2) *Diversion of commodities.* A.I.D. may direct the master or operator of a vessel or an inland carrier carrying the commodities to divert them away from the port or other designation specified in the shipping documents and to deliver them at such other destination as A.I.D. may designate.

(b) *Financial responsibility of A.I.D. under vesting order.* (1) A.I.D. will reimburse a supplier who has not already received payment under the sales contract for all commodities with respect to which A.I.D. has taken title under a vesting order.

(2) A.I.D. will assume the responsibility for any extra costs (including the costs of marine insurance and handling) which are incurred as a result of a diversion. With respect to liner shipments, such costs shall not exceed diversion charges as per tariff, and shall include only those deviation insurance and extra handling costs which are actually incurred.

(3) A.I.D. shall incur no liability to the borrower/grantee, the importer, or to the approved applicant by reason of any order which vests in A.I.D. title to commodities, or by reason of any request for the diversion of commodities.

§ 201.45 Termination or modification of a loan, grant or implementing document.

(a) *Effect of termination or modification.* (1) Except as provided in subparagraph (2) of this § 201.45(a), the availability of A.I.D. funds to finance the procurement of commodities and commodity-related services shall terminate or shall be modified, whenever and to the same extent that the implementing document, letter of commitment or special letter of credit which relates to such delivery is terminated or modified by operation of provisions contained in the document or by the exercise of rights otherwise reserved to A.I.D.

(2) Unless the supplier and A.I.D. agree otherwise, to the extent that the supplier has received an irrevocable letter of credit from a bank under an A.I.D. letter of commitment, the purchase contract shall be affected only to the extent necessary to comply with any vesting order issued by A.I.D. in accordance with § 201.44.

(b) *Responsibilities of parties after termination or modification of A.I.D. financing.* Upon termination or modification of A.I.D. financing of commodities or commodity-related services, the supplier, importer and approved applicant shall make such arrangements as are necessary to obtain the cancellation or modification of any letter of credit in favor of the supplier.

§ 201.46 Compensation to supplier if shipment is prohibited.

(a) *Payment to supplier.* A.I.D. shall make appropriate payment to a supplier for the value of A.I.D.-financed commodities available for immediate shipment from the United States if all the following conditions are satisfied:

(1) Shipment is prohibited by order of the United States Government and such order has general application to all shipments to the cooperating country.

(2) Payment may not be made by the bank under the terms of the letter of credit or payment instructions.

(3) The supplier is unable to dispose of the commodities without loss.

(4) The supplier tenders to A.I.D. a negotiable warehouse receipt covering the commodities in question and presents to A.I.D. such other documentation required by § 201.52 as may be appropriate under the circumstances.

(b) *Other settlement.* In lieu of accepting title to the commodities, A.I.D. may negotiate with the supplier such other settlement as may be fair and equitable under the circumstances.

Subpart F—Payment and Reimbursement

§ 201.50 Purpose.

This subpart describes:

(a) The methods by which A.I.D. will make payment or reimbursement for commodities and commodity-related services which have been furnished;

(b) The documentation required to be submitted to A.I.D. for the purpose of obtaining such payment or reimbursement; and

(c) The terminal date for presentation of documents which A.I.D. requires as a condition for reimbursement.

§ 201.51 Methods of financing.

In procurement subject to this Part 201 the following methods of financing may be employed by A.I.D. In each case, the method of financing shall be consistent with provisions in the pertinent implementing documents.

(a) *Direct reimbursement.* Upon presentation to A.I.D. of the documents specified in § 201.52, a borrower/grantee will be reimbursed for the cost of commodities and commodity-related services procured by the borrower/grantee directly or procured by other importers with the authorization of the borrower/grantee, if such commodities or services are eligible under the implementing document and under this Part 201 for A.I.D. financing.

(b) *Letter of commitment to a bank.* At the request of the borrower/grantee, A.I.D. will issue a letter of commitment to a bank for a specified amount in dollars. Reimbursement to a bank will be in accordance with the terms of such letter of commitment for sight payments made for the account of an approved applicant. Any such payment by a bank made in anticipation of a letter of commitment and falling within the scope of payments authorized by such letter when issued will be deemed to be a payment to be reimbursed by A.I.D. thereunder.

(1) *Requests for letters of commitment.* Requests for the issuance of letters of commitment shall be in the English language and shall be submitted to A.I.D. by the borrower/grantee in duplicate. They shall contain the following:

(i) Identification of the implementing document;

(ii) The dollar amount of the letter of commitment;

(iii) The name and address of the bank to which the letter of commitment is to be issued;

(iv) The name and address of the approved applicant;

(v) The expiration date to be stated in the letter of commitment, which shall be not later than the final date specified in the implementing document for submission of documentation to the bank as a basis for disbursement against the letter of commitment, except that, if a terminal shipping date is provided in the implementing document, the expiration date shall be the last day of the month following the month in which the terminal shipping date occurs; and

(vi) Identification of the items to be financed under the letter of commitment (described, if practicable, in terms of the A.I.D. 3- or 4-digit commodity code).

(2) *Approved applicant's request to bank*—(i) *Form and effect of request.* An approved applicant may apply to the bank holding a letter of commitment for the issuance, confirmation, or advice of a commercial letter of credit for the benefit of a supplier, or may instruct the bank to make payments at sight to such supplier, or may instruct the bank to make payments at sight to or for the account of the borrower/grantee.

(ii) *Borrower/grantee assignment under letter of commitment.* The borrower/grantee's request to A.I.D. for a letter of commitment shall be deemed notification to A.I.D. of assignment of any rights to receive reimbursement for the specified funds under the related implementing document. A.I.D. by issuance of the letter of commitment shall be deemed to have consented to such assignment. Any such assignment or consent shall inure to the benefit of the bank's legal successors and assignees.

(iii) *Requirements imposed by bank.* The borrower/grantee and the approved applicant shall be deemed to have consented to imposition by the bank upon the beneficiary of any letter of credit or payment instruction of such requirements as the bank deems necessary in order to comply with its applicable obligations to A.I.D. Such consent shall be deemed an express condition incorporated in any request of the approved applicant under subparagraph (2) (i) of this § 201.51(b).

(3) *Reimbursement of bank.* Upon presentation to A.I.D. of the documents described in § 201.52, A.I.D. will reimburse the bank for any amounts paid by it in dollars to or on behalf of the approved applicant pursuant to a letter of commitment, subject, however, to compliance by the bank with the requirements of Subpart H. Such documents in the normal course should be presented to A.I.D. promptly. Bank charges will be eligible for reimbursement if authorized in the letter of commitment. Reimbursement will be made by check within thirty days.

(c) *Special letter of credit.* Upon application of the borrower/grantee, A.I.D. may request a bank to open a special letter of credit, revocable or irrevocable, for a designated beneficiary.

(1) *Financing instructions.* The beneficiary of the special letter of credit may instruct the bank to issue subsidiary letters of credit, or to make payments at sight, to designated parties or may claim reimbursement from the bank for payments which it has made to suppliers upon submission to the bank of the documents required under § 201.52. When issuing subsidiary letters of credit to parties designated by the beneficiary of the special letter of credit, the bank will instruct such parties to make reference in their documents to the A.I.D. reference number indicated in the A.I.D. request for the opening of a special letter of credit.

(2) *Reimbursement of bank.* Upon presentation to A.I.D. of the documents described in § 201.52, A.I.D. will reimburse the bank for any amounts paid by it in dollars pursuant to the letter of credit, subject, however, to compliance by the bank with the requirements of Subpart H. Such documents in the normal course should be presented to A.I.D. promptly. Bank charges will be eligible for reimbursement if authorized in the A.I.D. request for the opening of a special letter of credit. Reimbursement will be made by check within thirty days.

(3) *Availability of documents.* The bank shall make available to A.I.D., upon request, a copy of each subsidiary letter of credit issued; a copy of each payment instruction or request; and a copy of each document in its possession received by it against payment.

(d) *Bank charges under letter of commitment or special letter of credit.* (1) To claim reimbursement for commissions, transfers or other charges, not including interest on advances, the bank shall submit Voucher SF 1034 and shall attach thereto a copy of the payment advice which identifies the costs being billed.

(2) To claim reimbursement for interest on advances, the bank shall claim reimbursement on Voucher SF 1034, attaching thereto

(i) The monthly statement of advance account established under the letter of commitment or special letter of credit, in duplicate, showing

(*a*) The opening balance;

(*b*) The date and amount of such charge attributable to the letter of commitment or special letter of credit, indicating the number of the letter of commitment or special letter of credit, subsidiary letter of credit, or payment instruction or request under which the charge was made;

(c) The date and amount of each A.I.D. reimbursement to the bank, indicating either the A.I.D. bureau voucher number or the number of the letter of commitment or special letter of credit, subsidiary letter of credit, or payment instruction or request under which the payment was made; and

(d) The closing balance;

(ii) The bank's monthly advice of charge, in duplicate, showing

(a) The outstanding balance in the advance account on each day of the period covered; and

(b) The amount of interest charged during the period.

(3) *Certification.* Each claim for reimbursement shall have endorsed thereon or attached thereto a certification by an authorized representative of the bank that the charges for which payment is being claimed are in accordance with the schedule of charges agreed on between the bank and the approved applicant or beneficiary.

(4) *Report.* The bank shall render a report as of the end of each calendar month to AID/W (Office of the Controller) and to the approved applicant or beneficiary. The report shall contain the following information based upon actual paid invoices and paid bank charges:

(i) The balance as of the end of the previous reporting period;

(ii) Increases or decreases during the current reporting period in the authorized amount of the letter of commitment or special letter of credit;

(iii) Total payments made during the current reporting period; and

(iv) The balance as of the close of the current reporting period.

§ 201.52 Required documents.

(a) *Commodities and commodity-related services.* Claims for reimbursement or payment with respect to commodities and commodity-related services shall be supported by the documents listed in subparagraphs (1) through (6) of this § 201.52(a), or by such other documents as may be required in the implementing document, letter of commitment, or request for the opening of a special letter of credit. Each document shall indicate the identification number of the applicable implementing document, letter of commitment, or request for the opening of a special letter of credit.

(1) *Voucher.* Voucher SF 1034 with three copies, to be prepared by the borrower/grantee, by the approved applicant, or by the bank as assignee or agent for the approved applicant.

(2) *Supplier's invoice.* (i) One copy of the supplier's detailed invoice showing the following:

(a) The name and address of the importer;

(b) The quantity and the description of each item shipped, in sufficient detail for ready identification;

(c) The total gross sales price;

(d) The total net sales price (determined by deducting from the total gross sales price the amounts required to be deducted under § 201.65(g));

(e) The sales price for each item net of all trade discounts to which the importer is entitled;

(f) The delivery terms (e.g., f.o.b., f.a.s., c.i.f., and c.&f.);

(g) The dollar amount of any incidental services which are not included in the price of the commodity and for which reimbursement is claimed;

(h) The dollar amount of all delivery services obtained by the supplier of the commodity for the importer's account which are not included in the price of the commodity and for which reimbursement is claimed;

(i) To the extent that the commodity price includes transportation cost as defined in § 201.61(c) or other commodity-related services, a description of such services and the dollar amounts attributable to such services; and,

(j) Unless a Supplier's Certificate covering marine insurance is submitted, the name and address of the supplier of such insurance and the dollar cost thereof.

(ii) Each invoice shall be marked "PAID" by the supplier, or alternatively, the bank may certify by an endorsement on or attachment to the invoice that payment has been made in the amount shown on the invoice.

(3) *Charter party.* A copy (or photostat) of any charter party under which shipment is made. If shipment is made under a consecutive voyage or time charter and the person or organization seeking reimbursement or payment has previously submitted to A.I.D. a copy (or photostat) of said charter party in support of a prior claim for reimbursement or payment, such person or organization may, in lieu of further submission of the charter party, certify to the fact of prior submission.

(4) *Evidence of shipment.* A copy (or photostat) of the bill of lading (ocean, charter party, airway, railway, barge, or truck) or parcel post receipt evidencing shipment from the point of export in the source country or a free port or bonded warehouse. The bill of lading shall indicate the carrier's statement of charges whether or not freight is financed by A.I.D. In lieu of such bill of lading or parcel post receipt, the following evidence of shipment may be submitted:

(i) *For tanker shipments.* (a) A copy (or photostat) of a cablegram from the ship's agent showing loaded cargo figures; and

(b) A certification by the supplier of the commodity that a bill of lading is not immediately available and an undertaking that a copy (or photostat) thereof will be submitted to A.I.D. within 120 days from the date of loading.

(ii) *For certain shipments from the United States.* In the case of any claim for reimbursement by a bank where the commodities are to be shipped from the United States, the bank, to the extent it is able to certify to circumstances described below, may submit its certification as follows:

(a) *Impracticability of furnishing shipping documents.* That the bank has been informed by the approved applicant or supplier that the sale of the commodities is on an f.o.b. or f.a.s. basis and that it is impracticable to furnish the required evidence of shipment.

(b) *Receipt of documents.* That the bank has received evidence of the availability of the commodities for shipment overseas in the form of an inland carrier's bill of lading, a warehouse receipt, a mate's receipt, a master's receipt, a dock receipt, or domestic parcel post receipt, which documents, if in non-negotiable form, must show that the commodity has been consigned to or is being held for a person or organization designated by the approved applicant.

(c) *Delivery of documents.* Whichever of the following is applicable:

(1) *Delivery against undertaking.* That the bank has delivered or sent the documents described in subdivision (b) of this § 201.52(a)(4)(ii) to a person or organization designated by the the approved applicant and is in possession of a written undertaking by such person or organization either to arrange for transportation from the United States to the cooperating country within ninety days of the date of undertaking and to forward the required evidence of shipment to the bank for submission to A.I.D. or, if unable to arrange shipment, to so notify A.I.D., and, upon the request of A.I.D., to forward to the bank, for submission to A.I.D., a common carrier bill of lading or warehouse receipt in negotiable form relating to the commodity; or

(2) *Impossibility of delivery of documents.* That the bank has been unable to deliver the documents described in subdivision (b) of this § 201.52(a)(4)(ii) against the undertaking described in subdivision (1) of this § 201.52(a)(4)(ii)(c); that it is holding such documents subject to the instructions of A.I.D., and will forward the same when and if so instructed; and that, if it becomes possible before such instructions are received, it will proceed in accordance with subdivision (1) of this § 201.52(a)(4)(ii)(c): *Provided, however,* That if the bank is holding non-negotiable documents and its inability to deliver the documents against the required undertaking is attributable to an action by the United States Government or to other causes beyond its control, the bank may so certify and state that it is holding the documents subject to the instructions of A.I.D. as provided above.

(iii) *For shipments from outside United States.* In the case of shipments, other than by ocean vessel or aircraft, to a cooperating country from an authorized source country or area other than the United States, if the bank furnishes a certificate to the effect that it has been informed by the approved applicant or the supplier that it is impracticable to furnish any of the documents described in this § 201.52(a)(4), such other documents evidencing shipment or evidencing receipt in the cooperating country as are acceptable under good commercial practice, such as railway, barge, or truck bills of lading or importer's receipts.

(5) *Documentation on shipment to a free port or bonded warehouse.* (i) In the case of commodities shipped from a free port or bonded warehouse, the supplier shall

(a) Provide as an attachment to a copy of the invoice a copy of the bill of lading (bearing a notation of the freight cost) covering the shipment of the commodity into the free port or bonded warehouse, or

(b) If such a bill of lading is not available to the supplier, provide the following information and certify to its accuracy to the best of his knowledge and belief: the country or area from which the commodities were shipped to such free port or bonded warehouse; the name and flag of the vessel which transported the commodities from the source country to the free port or bonded warehouse; the cost of the freight on such shipment; and the free port or bonded warehouse to which shipment was made from the source country, or

(c) With respect to commodities which have been commingled in the warehouse in such a way that shipments out of the warehouse cannot be related to particular shipments into the warehouse, the supplier shall certify to the best of his knowledge and belief that a portion of the commodities was transported to the free port or bonded warehouse on U.S. flag carriers, and the quantity for which A.I.D. financing is sought does not exceed that amount.

(ii) In the event a supplier cannot comply with the requirements of subdivision (i) of this § 201.52(a)(5), it will be assumed, in the absence of evidence to the contrary, that the commodity was transported to the free port or bonded warehouse by a vessel under the flag of a country under A.I.D. geographic code 899 other than the United States.

(6) *Supplier's Certificates.* The original and two copies of the Supplier's Certificates specified in the following subdivisions (i) through (iii) of this § 201.52(a)(6). The original of each Supplier's Certificate shall be signed by hand and shall bind the person or organization on whose behalf the execution is made. Any person or organization on whose behalf another purports to sign a Supplier's Certificate which is submitted by such person or organization shall in all respects be bound thereby, notwithstanding that the person so signing acted without express authority.

(i) *Certificate of commodity supplier.* A Supplier's Certificate executed by the supplier of the commodity covering the cost of the commodity and of any commodity-related services furnished by the commodity supplier.

(ii) *Certificate of carrier.* A Supplier's Certificate executed by the carrier covering the cost of ocean or air freight.

(iii) *Certificate of supplier of marine insurance.* A Supplier's Certificate executed by the insurer, insurance broker, or underwriter covering the cost of marine insurance when such cost is in excess of fifty dollars.

(b) *Special provision in case of direct reimbursement to borrower/grantee.* In the case of financing by reimbursement directly to a borrower/grantee for payments made by it for procurement, the supplier may, if he desires, submit the Supplier's Certificate prescribed in paragraph (a)(6)(i) of this § 201.52, in duplicate, with Invoice-and-Contract Abstract completed in all applicable respects except as to class of supplier, information as to agents' commission, domestic and foreign, and domestic unit price information, accompanied by one copy of such certificate with the Invoice-and-Contract Abstract fully completed in a sealed envelope, addressed to the Controller, A.I.D., Washington, D.C., with the following statement upon its face, signed by the supplier:

> The undersigned certifies that enclosed in this envelope is a copy of an executed Supplier's Certificate covering the item invoiced, which has been filled in wherever applicable. This envelope contains a document intended only for A.I.D. and is to be opened only by A.I.D.

If such alternative procedure is used, the signer of the Supplier's Certificate shall be deemed to have satisfied the requirement in § 201.65(h) to report all commissions and similar allowances and the requirement of the Supplier's Certificate that he has filled in the applicable portions of the Invoice-and-Contract Abstract.

§ 201.53 Final date for presentation of documents.

(a) *Direct reimbursement.* Prescribed documents shall be presented to A.I.D. by the borrower/grantee no later than the terminal date specified in the implementing document.

(b) *Letter of commitment to bank or special letter of credit.* Prescribed documents shall be presented by the bank to A.I.D. and shall cover (1) payments or negotiations made under letters of credit expiring no later than the expiration date stated in the letter of commitment or the request for the opening of a special letter of credit, or (2) payments to a supplier, the approved applicant, or, at the request of an approved applicant, to a person other than the supplier, made no later than such expiration date.

Subpart G—Price Provisions

§ 201.60 Purpose and applicability of this subpart.

This subpart prescribes rules relating to prices, discounts, commissions, credits, allowances, and other payments. These rules shall be observed in the procurement of commodities and commodity-related services financed under this Part 201. The rules implement and supplement the requirements of the Act relating to prices in such procurement. The general purpose of these rules is to assure the prudent use of A.I.D. funds.

(a) *Statutory price limitations.* (1) Section 604(a) of the Act provides:

> Funds made available under this Act may be used for procurement outside the United States * * * only if the price of any commodity procured in bulk is lower than the market price prevailing in the United States at the time of procurement, adjusted for differences in the cost of transportation to destination, quality, and terms of payment.

(2) Section 604(b) of the Act provides:

> No funds made available under this Act shall be used for the purchase in bulk of any commodities at prices higher than the market price prevailing in the United States at the time of purchase, adjusted for differences in the cost of transportation to destination, quality, and terms of payment.

(b) *Transactions covered.* The rules and conditions prescribed by this subpart apply to all A.I.D.-financed transactions subject to this Regulation whether or not the commodities are purchased in bulk.

(c) *Compliance.* Compliance with this Subpart G and with any additional price requirement contained in the implementing document shall be a condition to the financing by A.I.D. of procurement transactions under this Part 201. Post-audit of transactions will be made by A.I.D. to determine whether there has been such compliance.

§ 201.61 Meaning of terms in this subpart.

(a) *Time of purchase.* "Time of purchase" means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) *The date the purchase price is fixed.* "The date the purchase price is fixed" means the date on which the parties agree on the price. If, however, the parties establish the price as of any other date which is subsequent to the date of such agreement and not later than the date of delivery, the term means such other date regardless of whether it precedes, coincides with or follows the legally effective date of the purchase contract.

(c) *Transportation cost.* "Transportation cost" means the cost of all transportation by land, sea or air from the port of export to the destination in the cooperating country, plus the cost of marine insurance, if any, covering such transaction. (Note: Such costs are financed by A.I.D. only to the extent provided in § 201.13.)

(d) *Purchase price.* "Purchase price" means the total amount which the purchaser agrees to pay or make available to or for the benefit of the supplier (including any person or organization designated by the supplier to receive such payment) for any commodity or commodity-related service which is wholly or partly financed by A.I.D.

(e) *Comparable sale.* "Comparable sale" means any sale of or bona fide offer to sell the same commodity, or (in the absence of such a sale or offer to sell) any sale of or offer to sell a similar commodity which, with respect to the quantity, quality, grade, period of delivery, supply area, terms of sale, or class of purchaser, either

(1) Is not sufficiently different from the sale being tested to result customarily in a price different from the price in the sale being tested; or

(2) Can be related to the sale being tested through application of a customary price differential.

(f) *Comparable export sale.* "Comparable export sale" means any "comparable sale" in export transactions.

(g) *Comparable domestic sale.* "Comparable domestic sale" means any "comparable sale" not in export transactions.

(h) *Export differential.* "Export differential" means the customary difference in price between domestic sales and otherwise comparable export sales.

(i) *Class of purchaser.* "Class of purchaser" means any group of purchasers which is separately identifiable and which is distinguishable from other purchasers on the basis of quantity purchased, distribution function or established trade practice.

(j) *Period of delivery.* "Period of delivery" means the length of time between the date of the purchase contract and the date by which delivery is to be completed.

(k) *Supply area.* "Supply area" means

(1) The source country; or

(2) If the commodity is customarily sold at different prices (exclusive of transportation costs) from different geographical areas within a source country, the specific geographic area within the source country from which the commodity is shipped to the cooperating country.

(l) *Similar commodity.* "Similar commodity" means a commodity which

(1) Is functionally interchangeable with the commodity in the sale being tested; and

(2) Affords the purchaser substantially equivalent serviceability.

(m) *Producer.* "Producer" means any person who grows, mines, manufactures, processes, or assembles a commodity in the form in which it is exported.

§ 201.62 Responsibilities of borrower/grantee and of supplier.

(a) *Responsibilities of borrower/grantee and importer.* The borrower/grantee shall ensure that the importer

(1) Procures in accordance with the conditions set forth in § 201.24, and in either § 201.22 or § 201.23, whichever is applicable, and

(2) Except as provided otherwise in § 201.22(d), pays no more than the lowest available competitive price, including transportation cost, for the commodity.

(b) *Responsibility of supplier.* In accordance with the provisions contained in the Supplier's Certificate which the supplier executes in order to receive payment, the supplier is responsible for compliance with the provisions of this Subpart G other than paragraph (a) of this § 201.62.

§ 201.63 Maximum prices for commodities.

(a) *U.S. prevailing market price—U.S. source.* The purchase price for a commodity the source of which is the United States shall not exceed the market price prevailing in comparable export sales in the United States at the time of purchase adjusted for differences in the transportation cost: *Provided, however,* That if there are no such comparable export sales, then the purchase price, excluding transportation cost, may not exceed the market price prevailing in comparable domestic sales in the United States at the time of purchase, adjusted upward or downward by the appropriate export differential.

(b) *U.S. prevailing market price—non-U.S. source.* The purchase price, including transportation cost, for a commodity the source of which is not the United States shall be lower than the market price prevailing in comparable export sales in the United States at the time of purchase including transportation cost: *Provided, however,* That if there are no such comparable export sales in the United States, then the purchase price from the source outside the United States, including transportation cost, must be lower than the market price prevailing in comparable domestic sales in the United States at the time of purchase, adjusted upward or downward by the appropriate export differential and transportation cost.

(c) *Supplier's comparable export price—U.S. and non-U.S. sources.* (1) The purchase price, excluding transportation cost, shall not exceed prices generally charged by the supplier in comparable export sales from the source country at the time of purchase.

(2) The requirement in subparagraph (1) of this § 201.63(c) shall not apply to the purchase price

(i) In any sale under formal competitive bid procedures; or

(ii) In any sale of a commodity generally traded on an organized commodity exchange.

(3) "Comparable export sales" for the purpose of this § 201.63(c) shall not include sales

(i) Under formal competitive bid procedures; or

(ii) Of a commodity by a supplier to affiliates if the supplier as a general practice sells the commodity to affiliates at prices lower than the prices he charges to non-affiliates.

(d) *Source country prevailing market price—non-U.S. source.* The purchase price, excluding transportation cost, shall not exceed the market price prevailing in the source country in comparable export sales at the time of purchase: *Provided, however,* That, if there are no such comparable export sales, then the purchase price, excluding transportation cost, shall not exceed the market price prevailing in comparable domestic sales in the source country at the time of purchase adjusted upward or downward by the appropriate export differential.

(e) *Price test in the absence of a comparable sale at the time of purchase—U.S. and non-U.S. sources*—(1) *Sale by a supplier who is not the producer.* The purchase price shall not exceed the sum of

(i) The supplier's cost of acquisition; and

(ii) The customary mark-up of the supplier

(*a*) In comparable sales other than at the time of purchase; or

(*b*) If no comparable sale at any time can be found, in the most nearly similar sale of the most nearly similar commodity by the supplier or his competitors.

(2) *Sale by a supplier who is the producer.* The purchase price shall not exceed a price established in accordance with the customary pricing practices of the supplier for other products of the same general class as the commodity sold.

(f) *Additional rule for sugar.* In addition to being subject to the other price limitations contained in this section, the purchase price for sugar shall not exceed the world price as derived from the daily market quotations on the New York Sugar Exchange for No. 8 Contract spot, f.o.b. and stowed, adjusted for differences in quality, bagging, transportation cost, and other appropriate considerations.

(g) *Additional rule for crude oil, petroleum fuels, and lubricants.* In addition to being subject to the other price limitations of this § 201.63, the purchase price, including transportation cost, for crude oil, petroleum fuel, or lubricants procured from a non-U.S. source shall not exceed the prevailing price, including transportation cost, at which such commodity is available at the time of purchase in quantities similar to the contract amount from the same or from any other eligible source for otherwise comparable export sales. This limitation shall not apply to the purchase price of such a commodity procured under formal competitive bid procedures. "Comparable export sales" for the purpose of this § 201.63(g) shall not include sales under formal competitive bid procedures.

§ 201.64 Application of the price rules to commodities.

(a) *Calculation of commodity prices on a common basis.* In testing whether the purchase price of a commodity exceeds the price in comparable export sales or in comparable domestic sales, as applicable under § 201.63 (a), (c), (d), and (e), it is necessary to ensure that the price being tested as well as the prices being used as a test or measurement are calculated on the basis of delivery alongside or on board the vessel or other export conveyance. Such prices will include, therefore, in addition to the price of the commodity at an internal point in the source country, transportation from that point to the port of export in the source country, and to the extent not already included in the price at the internal point, inspection, export packing, forwarder's fees at customary rates, the cost of placing the commodities on board the vessel or export conveyance (unless this cost is covered in the export freight), and other necessary costs customary in the trade.

(b) *Calculation of commodity prices which involve transportation costs.* (1) In testing a purchase price which includes transportation cost (customarily known as a c.&f. or c.i.f. price) for compliance with the requirements of § 201.63 (a), (c), (d) and (e), A.I.D. will subtract from such price transportation cost as calculated by reference to the freight rate (for the type and flag of vessel on which the commodity was shipped) prevailing on the date the purchase price is fixed. In the absence of evidence to the contrary, the actual transportation cost paid by the supplier shall be presumed to be the transportation cost calculated in accordance with the formula contained in the foregoing sentence.

(2) In testing a purchase price involving transportation cost for compliance with § 201.62 and § 201.63 (b), (f), and (g), the test or measurement prices shall be

(i) Prices based upon transportation by a U.S. flag carrier if the price tested involves transportation by a U.S. flag carrier; or

(ii) Prices based upon transportation by either a U.S. flag carrier or a foreign flag carrier, whichever is lower, if the price tested involves transportation by a foreign flag carrier.

(c) *Calculation of amount eligible for financing when shipment is out of a free port or bonded warehouse.* In the case of a shipment from a free port or bonded warehouse, A.I.D. will not finance any portion of the cost of the commodity, delivered to the country of destination, which exceeds the eligible price of the commodity, f.o.b. or f.a.s. source country, plus any transportation cost which can be documented in accordance with § 201.52(a)(5)(i) as having been incurred on a U.S. flag transportation medium.

(d) *Determination of prevailing market price.* In the determination of any prevailing market price for any commodity, relevant published and other price information will be considered.

§ 201.65 Rules governing discounts, commissions and similar allowances.

(a) *Commissions to sales agents.* (1) Unless prohibited by the implementing document, a commission paid to a sales agent of the supplier shall be eligible for financing under this Regulation if the agent has made a contribution toward securing the purchase contract for the supplier or is engaged on a continuing basis in securing similar contracts for the supplier. A commission shall not exceed the amount which the supplier customarily pays in connection with similar transactions or the amounts which is customary in the trade.

(2) No person (including a dealer, distributor or other sales representative of the supplier) shall be considered a sales agent of the supplier in any transaction in which such person is the importer.

(b) *Allowances to importers.* All payments, credits or allowances of any kind, paid or to be paid by the supplier to or for the benefit of the importer in connection with any purchase subject to this Part 201 shall be deemed discounts to the importer and shall not be eligible for A.I.D. financing.

(c) *Allowances to purchasing agent.* Every payment, credit, commission, or allowance of any kind paid or to be paid by the supplier to or for the benefit of a purchasing agent, other agent or representative of an importer in connection with any purchase subject to this Part 201 shall be deemed a discount to the importer and shall be ineligible for A.I.D. financing even though the purchasing agent, other agent or representative may also have an agreement with a supplier to represent the supplier. Any entity affiliated with the importer by ownership or management ties shall be deemed a representative of the importer and shall not be considered an agent or representative of the supplier.

(d) *Cross commissions on commodity transactions.* In connection with a sale by a supplier to his established agent in the cooperating country, no commission or other allowance paid to a third party shall be eligible for A.I.D. financing.

(e) *Brokerage commissions.* In connection with ocean freight services A.I.D. will finance brokerage commissions if

(1) The total commissions do not exceed two and one-half percent of the ocean freight charge;

(2) The commissions are payable to U.S. firms; and

(3) The names of all persons receiving such commissions appear on the face of the charter party.

(f) *Address commissions.* An address commission to or for the benefit of a charterer shall be deemed a discount on the stated freight rate or freight charge which the supplier of transportation services shall deduct from the cost of transportation financed by A.I.D. If the supplier of the commodity is the charterer, he shall refund to A.I.D. any address commission received by him. If the supplier of the commodity is not the charterer, the borrower/grantee shall be responsible for making a refund to A.I.D. of any such commissions received by the charterer.

(g) *Required deductions from invoice amount.* To arrive at the net amount eligible for A.I.D. financing, there shall be deducted from the gross amount of the supplier's invoice submitted under § 201.52(a)(2)

(1) All trade discounts to which the importer is entitled, and

(2) All payments, credits, commissions and other allowances to the extent they are ineligible for financing under this § 201.65.

(h) *Report of commissions and similar allowances.* All payments, credits, commissions and similar allowances, whether or not eligible for financing under this Regulation, made by the supplier in connection with A.I.D.-financed sales to or for the benefit of the supplier's agent, the importer, or the importer's agent shall be fully reported in the Supplier's Certificate required under § 201.52(a)(6).

§ 201.66 Side payments.

Any payment which an importer makes to a supplier, whether or not indicated on the supplier's invoice and whether or not financed by A.I.D., in connection with an A.I.D.-financed transaction shall be disclosed by the supplier on the Supplier's Certificate and shall be considered as part of the actual purchase price in applying the rules of this Subpart G.

§ 201.67 Maximum freight charges.

(a) *Ocean freight rates*—(1) *Similar shipments.* "Similar shipments" means shipments which are similar with respect to type of commodity, commodity rate classification, quantity, vessel flag category, choice of ports, and other pertinent factors. In determining whether shipments are similar, no effect shall be given to the identity of the shipper or to the circumstance that the shipment is or is not financed by the Government of the United States.

(2) *Maximum charter rates.* (i) A.I.D. will not finance ocean freight under any charter which has not been submitted to and received prior approval by AID/W. A.I.D. will not approve a charter if the freight rate exceeds

(*a*) The rate prevailing for similar shipments;

(*b*) The lowest rate charged by the carrier for similar shipments on the same voyage; or

(*c*) The maximum rate determined by the Maritime Administration in connection with the Cargo Preference Act (46 U.S.C. 1241).

(ii) In determining the rate prevailing for similar shipments, recognized sources of charter market rate information will be consulted and, if necessary, will be supplemented by other information which contributes to a realistic determination of the prevailing charter rate.

(3) *Effect of A.I.D. approval of a charter.* A.I.D. prior approval of a charter shall be confirmed by A.I.D. in writing and shall then be final except in cases where the freight rate exceeds the lowest rate charged by the supplier for similar shipments on the same voyage or where A.I.D.'s prior approval is based on false or misleading representations made to A.I.D. by the charterer or ocean carrier.

(4) *Maximum liner rates.* A.I.D. will not finance ocean freight for a cargo liner shipment at a rate which exceeds

(i) The conference contract rate or the conference non-contract rate, whichever is lower;

(ii) The rate named in any other applicable tariff or other rate listing on file at the Federal Maritime Commission; or

(iii) The lowest rate charged by the carrier for similar shipments on the same voyage.

(5) *Despatch.* (i) The borrower/grantee, or the supplier with respect to despatch earned by the supplier, shall be responsible for refunding to A.I.D. all despatch earned

(*a*) At the port of unloading on c.i.f. or c.&f. shipments, or

(*b*) At the port of loading or unloading on f.o.b. or f.a.s. shipments, to the extent that despatch exceeds demurrage incurred on the same voyage.

(ii) Refunds of despatch, supported by the vessel's signed lay time statement(s), must be transmitted to the Controller, A.I.D., Washington, D.C., within ninety days after date of discharge of the cargo on which the despatch was earned.

(b) *Air freight rates.* A.I.D. will not finance air freight which exceeds the applicable rate on file at the Civil Aeronautics Board, Washington, D.C.

§ 201.68 Maximum prices for commodity-related services.

The price for an A.I.D.-financed commodity-related service other than ocean or air transportation shall not exceed (a) the prevailing price, if any, for the same or similar services; or (b) the price paid to the supplier under similar circumstances by other customers.

§ 201.69 Commodity price subject to escalation.

If a purchase contract contains a price escalation clause, A.I.D. will finance

(a) The purchase price of the commodity before operation of the price escalation clause if at the time of purchase such price does not exceed the applicable price limitations contained in this subpart; and

(b) That portion of the commodity price attributable to the operation of the price escalation clause if such clause

(1) Is applied to a base price which qualifies for A.I.D.-financing under paragraph (a) of this § 201.69;

(2) Uses a formula based upon variations in a cost factor which is reasonably related to the price of the commodity subject to escalation and is readily determinable;

(3) Provides for downward as well as upward adjustment of the price; and

(4) Accords with recognized trade practice.

Subpart H—Rights and Responsibilities of Banks

§ 201.70 Purpose.

This subpart sets forth the rights and responsibilities of banks with regard to reimbursement under a letter of commitment or a special letter of credit opened pursuant to an A.I.D. request. Banks will not be held responsible for the requirements of Subparts B, C, D, E (excluding § 201.44(a) (1)), and G of this Part 201 except insofar as provisions of these subparts are included in this subpart, or in a letter of commitment or a request for the opening of a special letter of credit issued by A.I.D. to a bank.

§ 201.71 Terms of letters of credit.

(a) *Letters of credit under letters of commitment.* Any letter of credit issued, confirmed or advised under an A.I.D. letter of commitment and any agreement relating to such letter of credit or to instructions for payment issued by an approved applicant may not be inconsistent with or contrary to the terms of the letter of commitment. In particular, the description of commodities or services in any such letter of credit or agreement may not be inconsistent with the description and A.I.D. commodity code set forth in the letter of commitment. Any such letter of credit or agreement may be modified or extended at any time in such manner and to such extent as is acceptable to the approved applicant and the bank; *Provided,* That such modification or extension may not be inconsistent with or contrary to the terms of the letter of commitment. In the case of any inconsistency or conflict between the terms and conditions of the letter of commitment and the instructions of the approved applicant, the terms and conditions of the letter of commitment shall control.

(b) *Special letters of credit.* Any special letter of credit or subsidiary letter of credit issued thereunder at the instruction of the beneficiary of such special letter of credit and any agreement relating to such special letter of credit or subsidiary letter of credit or to instructions for payment issued by the beneficiary, or any party designated by him, must not be inconsistent with or contrary to the terms of the A.I.D. request for the opening of a special letter of credit. In the case of any inconsistency or conflict between the terms and conditions of such request and instructions of the beneficiary, or any party designated by him, the terms and conditions of such request shall control.

§ 201.72 Making payments.

(a) *Collection of documents.* The bank shall be responsible for obtaining the documents specified in Subpart F of this Part 201 and in the letter of commitment or the request for the opening of a special letter of credit when making payment under a letter of credit or pursuant to instructions of an approved applicant.

(b) *Examination of documents other than Supplier's Certificates.* The bank shall examine the documents (other than Supplier's Certificates) to be submitted to A.I.D. in accordance with good commercial practice to determine whether such documents comply with the requirements of subparagraphs (1) through (7) hereof in the following particulars, and no other.

(1) *Shipment.* The documents submitted as evidence of the shipment of commodities under § 201.52(a)(4) shall be dated within the shipping period, if any, specified in the letter of commitment or the request for the opening of a special letter of credit.

(2) *Source of commodities.* The documents submitted in connection with the claim for reimbursement on commodities may not indicate that the source of the commodities is inconsistent with the A.I.D. geographic code designation contained in the letter of commitment or the request for the opening of a special letter of credit.

(3) *Destination.* The documents submitted shall indicate that the destination of the commodities, by shipment, trans-shipment, or reshipment, is the cooperating country named in the letter of commitment or the request for the opening of a special letter of credit.

(4) *Description.* The documents shall describe and identify the commodities or services in a manner which, according to good commercial practice, is not inconsistent with the description contained in the letter of credit or payment instructions issued under a letter of commitment or a request for the opening of a special letter of credit. The bank shall not be required to determine whether the supplier's invoice meets the detailed requirements of § 201.52(a) (2)(i) or whether the carrier statement of charges is indicated on the bill of lading.

(5) *Discounts and purchasing agent's commissions.* If the documents disclose that the invoice price includes either discounts or commissions payable to purchasing agents, the bank shall not make payment of such discounts and commissions. In the absence of such information, however, the bank shall not be required to make independent inquiry as to whether the invoice price includes such items.

(6) *Certifications.* Each supplier's invoice presented for payment shall contain such other certifications as may be required in the letter of commitment or the request for the opening of a special letter of credit. The bank shall accept only certifications which, to the best of its knowledge and belief, have been signed by hand.

(7) *Other requirements.* The documents submitted shall contain such other information as required by the letter of commitment or the request for the opening of a special letter of credit except that the bank shall have responsibility in this regard only to the extent specifically indicated in the letter of commitment or such request.

(c) *Acceptance of Supplier's Certificates.* A bank shall not accept the original of the Supplier's Certificates to be submitted to A.I.D. unless, to the bank's best knowledge and belief, such original has been signed by hand.

§ 201.73 Limitations on the responsibilities of banks.

The following general limitations on the responsibilities of banks issuing, advising, or confirming letters of credit and making payments under letters of credit or otherwise, shall apply.

(a) *Sufficiency and completeness of documents.* Any document, including the Supplier's Certificate, submitted by a bank to A.I.D. in support of a claim for reimbursement, shall be sufficient if it purports to be the sort required to be delivered and if it has been accepted by the bank in the ordinary course of business in good faith. Except as may be required in discharge of its responsibilities under § 201.72 (b) and (c), the bank's right of reimbursement shall not be affected by the fact that any document required to be submitted by it is incomplete or may indicate noncompliance with any provision of this Part 201.

(b) *Reimbursement right notwithstanding deficiencies in Supplier's Certificate Invoice-and-Contract Abstract.* The right of reimbursement for payments made by the bank will not be affected by the fact that the Invoice-and-Contract Abstract in the Supplier's Certificate may be incomplete, or may indicate noncompliance with any provision of this Part 201, the letter of commitment, the request for the opening of a special letter of credit, or any other implementing document, or may be inconsistent with other documents required for reimbursement.

(c) *Non-responsibility of bank for truth or accuracy of statements or certifications.* The bank shall not be responsible for the truth or accuracy of any information or statement contained in any Supplier's Certificate or any other document or certification to be submitted by it to A.I.D., notwithstanding any knowledge or information in the actual or constructive possession of the bank to the contrary. The bank shall not be obligated to look beyond the documents, including any certification endorsed thereon, to be submitted by it or to make any independent investigation as to the truth or accuracy of any information or statement contained therein.

(d) *Protection of bank making payment.* Acceptance by the bank of any document in the ordinary course of business in good faith as being a genuine and valid document and sufficient in the premises, and the delivery thereof to A.I.D., shall constitute full compliance by the bank with any provision of this Part 201, the letter of commitment or the request for the opening of a special letter of credit requiring delivery of a document of the sort that the document actually so delivered purports to be. The bank shall be entitled to receive and retain reimbursement of the amount of all payments made by it against documents so accepted, notwithstanding that such payments may be made in connection with a purchase in excess of the price calculated in accordance with the applicable provisions of Subpart G.

(e) *Payment to third persons.* The bank's right of reimbursement shall not be affected by the fact that payment is made to the approved applicant or the beneficiary of a special letter of credit or at the request of the approved applicant or such beneficiary to a person other than the supplier under the contract to which such payment relates, if the bank has complied with all other requirements of the letter of commitment or the request for the opening of a special letter of credit and has satisfied itself in good faith that the person to whom it makes payment has, in turn, made payment to the supplier.

(f) *Bank procedures with regard to certain suppliers.* In the event a bank receives written advice from A.I.D. concerning special conditions which are applicable to transactions of particular suppliers, such bank will use reasonable care to maintain procedures designed to ensure that accommodations thereafter furnished by it with respect to such suppliers by means of the issuance, confirmation, advising or transfer of letters of credit, or the making of payments not under letters of credit shall reflect such special conditions. While banks are expected to comply with the foregoing obligation, a bank which has used reasonable care to establish and maintain such procedures will not be responsible for any inadvertent furnishing of any such accommodation not containing applicable special conditions or the making of payment thereunder. For the purpose of ascertaining whether the supplier is a person or organization subject to an A.I.D. advice concerning special conditions applicable to its transactions under this paragraph (f), a bank, in making payment under a letter of credit or otherwise, may consider as supplier the person or organization issuing the invoice.

(g) *Provision of implementing documents.* A bank shall not be responsible for compliance with any provision of an implementing document other than a letter of commitment or a request for the opening of a special letter of credit.

§ 201.74 Additional documents for A.I.D.

In addition to the documents required for reimbursement a bank shall retain in its files for a period of at least five years and shall make available to A.I.D. promptly upon request a copy of any of the following documents which may pertain to an A.I.D.-financed transaction:

(a) Each letter of credit issued, confirmed, or advised by it, together with any extension or modification thereof;

(b) Payment instructions received from the approved applicant;

(c) Each application and agreement relating to such letter of credit or instructions for payment, together with any extension or modification thereof;

(d) A detailed advice of the interest, commissions, expenses, or other items charged by it in connection with each such letter of credit or payment instructions.

§ 201.75 Rights of banks.

(a) *Termination or modification.* If A.I.D. directs that the delivery of commodities be terminated, orders that title to commodities be vested in it, or modifies any implementing document concerning the disposition of documents, A.I.D. shall give written notice thereof to the banks holding applicable letters of commitment or requests for the opening of special letters of credit and shall instruct each bank with regard to the disposition of documents. Each such bank shall be relieved of any liability whatsoever to the approved applicant for anything done or omitted to be done under instruction of A.I.D. Notwithstanding the foregoing, a bank shall comply with the instructions of A.I.D. only to the extent that it may do so without impairing or affecting any irrevocable obligation to any person or organization except an approved applicant, and in the event the bank shall incur any costs, expenses, or liabilities, including any liability to the approved applicant, it shall be repaid and reimbursed by A.I.D. in respect thereof.

(b) *Reimbursement under certain banking certificates.* In the event a bank shall certify to A.I.D. under § 201.52(a)(4)(ii)(c)(2) that it is unable to deliver shipping documents, the bank shall be entitled to reimbursement from A.I.D. for all costs, expenses, and liabilities paid or incurred by it as a result of following the instructions of A.I.D. or of holding documents pending receipt of such instructions.

Subpart I—Rights and Remedies of A.I.D., Waiver Authority, and Transitory Provisions

§ 201.80 Purpose.

This subpart sets forth certain A.I.D. rights and remedies against borrower/grantees and suppliers, and prescribes certain general provisions relating to the waiver by A.I.D. of this Part 201, the continuation in effect of certain prior issuances and the effective date of this Part 201.

§ 201.81 Rights of A.I.D. against borrower/grantees.

If any transaction financed hereunder violates the requirements of this Part 201 or any United States statute or any rule or regulation of A.I.D. promulgated under any such statute, A.I.D. may require the borrower/grantee to refund the amounts A.I.D. determines are attributable to such violation and may exercise any right of acceleration or termination contained in the implementing document. The borrower/grantee shall be deemed to have agreed to make such refund or accelerated payment promptly upon request by A.I.D. and shall be deemed to have consented to any modification of the implementing document determined by A.I.D. to be necessary to reflect any such refund or acceleration.

§ 201.82 Rights of A.I.D. against suppliers.

Without limiting the responsibility of the borrower/grantee or other parties, A.I.D. may require an appropriate refund to it by a supplier under any transaction which violates the requirements of this Regulation, whenever in A.I.D.'s opinion the failure of the supplier to comply with the rules and other requirements of this Part 201 has contributed to such violation.

§ 201.83 No waiver of alternative rights or remedies by A.I.D.

No right reserved to A.I.D. in this subpart to seek a refund from a borrower/grantee, and no exercise of such right, whether or not successful, shall in any way limit or affect, under the doctrine of the election of remedies or otherwise, A.I.D.'s rights against a supplier under this subpart or under the laws of the United States, or of any other country or political subdivision thereof, nor shall any right or remedy herein reserved to A.I.D. against a supplier in any way derogate from or otherwise limit any other rights or remedies which may accrue to A.I.D. under such laws.

§ 201.84 Limitation on period for making refund requests.

A.I.D. will endeavor, but shall not be bound, to make any requests for refunds from a borrower/grantee within five years from the date of the last disbursement of A.I.D. funds for the transaction to which such request relates.

§ 201.85 Waiver and amendment authority.

A.I.D. may waive, withdraw, or amend at any time any or all of the provisions of this Part 201.

§ 201.86 Continuation in effect of certain prior issuances.

The following documents, if issued or executed by A.I.D. or any predecessor agency or corporation prior to the effective date of this Part 201, will continue in effect subject to all the terms and conditions of such documents and, to the extent applicable, all the terms and conditions of Regulation 1 as in effect on the date of the issuance of such documents: Project agreements, procurement authorizations and project implementation orders, United States Government agency purchase requisitions, loan agreements and implementation letters, letters of commitment and letters of notification to banks, requests for the opening of a special letter of credit and letters of commitment to suppliers. Authorizations, bank contracts, letters of guaranty to banks or suppliers issued by A.I.D. or any predecessor agency or corporation prior to the effective date of this Part 201 will continue in effect in accordance with their terms. Amendments to any of the above documents may continue to be made in accordance with the procedures in effect prior to the effective date of this Part 201.

§ 201.87 Effective date and transitory provision.

This Part 201 shall become effective on November 1, 1964 and, except as provided in § 201.86, shall revoke and supersede in its entirety A.I.D. Regulation 1, as in effect prior to that date.

Dated: September 3, 1964.

DAVID E. BELL,
Administrator.

APPENDIX A—SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT (FORM AID-281)

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the contract described on the reverse hereof (hereafter referred to as "said contract") is to be paid, in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961, as amended, and that such payment is subject to Regulation 1 of the Agency for International Development (A.I.D.), as in effect on the date hereof (22 CFR Part 201). In consideration of the receipt of such sum, the supplier agrees with and certifies to A.I.D. as follows:

1. The undersigned is the supplier of the commodities or commodity-related services indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.

2. The supplier will, upon the request of A.I.D., promptly make refund to A.I.D. of any amount by which the purchase price exceeds the maximum price permitted under the provisions of subpart G of A.I.D. Regulation 1 other than § 201.62(a).

3. The supplier will, upon the request of A.I.D., promptly make appropriate refund to A.I.D. in the event of

(a) his nonperformance, in whole or in part, under said contract, or

(b) any breach by him of any of his undertakings in this Certificate and Agreement, or

(c) any false certification or representation made by him in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof in regard to the transaction indicated therein.

4. The supplier will promptly pay to A.I.D. (Office of the Controller, A.I.D., Washington, D.C., 20523) any adjustment refunds, credits, or allowances payable to or for the account of the importer arising out of the terms of the said contract or the customs of the trade.

5. On the basis of information from such sources as are available to the supplier and to the best of his information and belief, any commodity supplied under said contract meets the requirements of § 201.11(b) of A.I.D. Regulation 1 as to source, country where mined, grown, or produced, and limitation on components.

6. The supplier or his agent has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

7. The supplier or his agent has not given or received and will not give or receive side payments, "kickbacks", or any other payment or benefit whatever in connection with said transaction or any series of transactions of which said transaction is a part, other than those payments or benefits referred to in paragraphs 1 and 4 and indicated on the reverse hereof. Any commissions paid or to be paid in connection with said transaction are shown on the reverse hereof in blocks 20 through 22.

8. If the supplier is the producer, manufacturer or processor of the commodity, said contract is not a cost-plus-percentage-of-cost contract.

9. On the basis of information from such sources as are available to the supplier and to the best of his information and belief, the purchase price is no higher than the maximum price permitted under each of the requirements of subpart G of A.I.D. Regulation 1, relating to maximum prices other than § 201.62(a).

10. The amount shown on the reverse hereof in block 2 is net of all credits, allowances, and discounts granted and payments made, by the supplier or his agent to or for the account of the importer, including all discounts and payments for quantity purchases and prompt payment customarily allowed other customers under similar circumstances.

11. The supplier will for a period of not less than five (5) years after the date hereof maintain all business records and other documents which bear on his compliance with any of the undertakings and certifications herein and will at any time requested by A.I.D. make such records and documents available to A.I.D. for examination.

12. The supplier has complied with the provisions contained and referred to in subpart D of A.I.D. Regulation 1. If the supplier has been informed by A.I.D. of a requirement for submitting to A.I.D. for prior review proposed sales to be financed through funds made available by A.I.D., the supplier has made such submission, has been notified by A.I.D. of the results of such review, and has complied with all conditions and requirements specified in such notification.

13. The supplier has filled in the applicable portions of the Invoice-and-Contract Abstract on the reverse hereof, certifies to the correctness of the information shown therein, and will upon the request of A.I.D. promptly furnish to A.I.D. such additional information in such form as A.I.D. may request concerning the purchase price, the cost to the supplier of the commodities and/or commodity-related services involved, or any other facts, data, or business records relating to the supplier's compliance with his undertakings and certifications in this Supplier's Certificate and Agreement.

14. The agreement incorporated herein shall be deemed to be a contract made under the laws of the District of Columbia, U.S.A., and shall be governed by and construed in accordance with such laws.

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(Date)	(Name of Supplier (see instructions))

(Signature and title of official authorized to sign for supplier)

Place executed (City, State, country)

NOTES: (a) Any amendments of, or additions to, the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States law. (c) The word "Copy" must be written after signature on all signed copies other than the original.

INVOICE-AND-CONTRACT ABSTRACT

Invoice information

1. A.I.D. number	2. Invoice amount after discount	3. Source of shipment	4. State where made	5. Gross long tons

6. Vessel name	Bulk	Berth	Tanker	7. Flag	8. Port of exit	9. Date—bill of lading		
						Month	Day	Year

10. Commodity or service—in English	11. A.I.D. code	12. Invoice date	13. Quantity	14. Quantity unit	15. Unit price	16. Shipping terms

17. Supplier's name and address	18. Class of supplier (check one) (for U.S. suppliers only)		19. Importer's name and address
		Small business concern	
		Not small business concern	

Information as to commissions, credits, allowances, similar payments, and side payments

20. Names of recipients	21. Addresses	22. Amount paid or to be paid	
		Included in invoice	Not included in invoice

Contract and price information

23. Contract date			24. Total contract amount	25. Specify here items and amounts that will account for any differences between contract and invoice prices
Month	Day	Year		

INSTRUCTIONS (FORM AID–281, 7–2–64)

THIS FORM MUST BE COMPLETED IN THE ENGLISH LANGUAGE ONLY AND ALL AMOUNTS OF MONEY ARE TO BE SHOWN IN U.S. DOLLARS

GENERAL. *Execution of form.* An original and two copies of this form, completed by the following, as appropriate, must accompany each invoice for which payment is requested: (a) Commodity—executed by the supplier of the commodity covering the cost of the commodity, including the cost of any commodity-related services paid by the supplier for his own or the buyer's account; (b) Transportation—executed by each carrier who is separately paid for ocean and air freight to be financed by A.I.D.; (c) Insurance—executed by the insurer, insurance broker, or underwriter for the cost of marine insurance to be financed by A.I.D. when such cost exceeds $50. The original must be signed by an authorized official of the supplier, who shall indicate his title thereon. Unless otherwise specified below, all blocks MUST be appropriately completed or the letters "NA" (not applicable) entered.

Obtaining forms. The forms (as well as copies of A.I.D. Regulation 1 referred to in this form) may be obtained in limited quantities from banks holding A.I.D. letters of commitment, regional offices of the Department of Commerce, or the Distribution Section, Agency for International Development, Washington, D.C., 20523. Forms may be reproduced provided the reproduction is identical in content, size, color, and format.

INVOICE INFORMATION—*Block 1:* Insert A.I.D. implementing document number furnished in the letter of credit or importer's instructions. *Block 2:* The amount shown in block 2 is the net amount for which the supplier seeks payment. It must not include any credit, discount, commission, or allowance to or for the account of the importer or his agent. Commissions paid or to be paid in connection with the transaction covered by this form to agents of supplier which are included in the amount shown in block 2 must be detailed in blocks 20 through 22. *Block 3:* Show the country of source as defined in § 201.01 of A.I.D. Regulation 1. *Block 4:* This block is to be completed only for commodities made in the United States. Enter the State in which the commodity was mined, grown, or produced, if known. *Block 5:* Show the bill of lading weight rounded to the nearest whole long ton (2,240 lbs. or 40 cubic feet to the ton). *Blocks 6 through 9:* Use the numerical designation for month, day, and year, in this order. Where the supplier does not arrange for ocean shipment, these blocks may remain blank. *Block 10:* Insert the description of the commodities or services. For multiple-item invoices, insert the descriptive words commonly employed within the trade. *Block 11:* Insert the A.I.D. 3- or 4-digit commodity codes if known.

Blocks 12 through 15: Insert the commodity invoice data, freight rate, or insurance rate, as applicable. If there is insufficient room, as in the case of multiple-item invoices, the information may be furnished (a) on an attached listing, (b) in block 25, or (c) by means of an additional copy of the invoice attached to this form. In any of these instances, appropriate reference should be made in blocks 12 through 15 as to the method by which the information is furnished, e.g., "See attached listing".

Block 16: Show the shipping terms, i.e., if a commodity supplier, show "FOB [or FAS] at _______" or "CIF [or C&F] to _______"; if a supplier of ocean transportation, show "Collect" or "Prepaid". *Block 17:* Enter the supplier's name and address. *Block 18:* If a U.S. supplier, check the appropriate box to indicate whether or not the supplier is a small business concern. Generally, a small business concern is a concern that (a) is not dominant in its field of operations and, with its affiliates, employs fewer than 500 employees, or (b) is certified as a small business concern by the Small Business Administration. (Code of Federal Regulations, Title 13, Part 121, as amended, contains definitions.) *Block 19:* Enter the importer's name and address.

INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILIAR PAYMENTS, AND SIDE PAYMENTS—*Blocks 20 through 22:* Enter in these blocks pertinent information with reference to (a) all payments, credits, commissions, and similar allowances paid or to be paid by the supplier to or for the benefit of his agent, the importer, or the importer's agent as required by § 201.65(h) of A.I.D. Regulation 1, and (b) any side payment, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction, as required by § 201.66 of A.I.D. Regulation 1. In block 22 indicate whether or not the amount is included in the invoice amount reported in block 2 by entering the amount of each payment opposite the related entry in the appropriate column "Included in Invoice" or "Not Included in Invoice". If there is insufficient room to furnish the information required in blocks 20 through 22, the blocks may be noted "Continued" or "See attached listing" and the required information shown in block 25 or furnished on a listing attached to the form. If no commissions, credits, allowances, similar payments, and side payments are involved, insert "NONE" in block 20. *Contract and price information.* Contracts need not be submitted to A.I.D. unless specifically requested. In the case of ocean freight, however, charter parties, if any, are to be included in the reimbursement documents. *Block 23:* Enter the date of the contract. *Block 24:* Enter the total contract amount. *Block 25:* Use this block to explain differences, if any, between shipping terms, quantity, and unit price as stated in the contract and as invoiced. The block may also be used to furnish explanation of, or additional information in connection with, any entries on the form.

APPENDIX B—INSTRUCTIONS FOR NOTICE OF PROPOSED PROCUREMENT

In general, the minimum notification requirements specified in subparagraphs (2) and (3) of § 201.24(a) of A.I.D. Regulation 1 must be observed by the importer in all A.I.D.-financed procurement other than by formal competitive bids. Exceptions from these requirements are set forth in § 201.24 (b) "Exemption for small value procurement" and § 201.24(c) "Waiver provisions" of the regulation.

These minimum notification requirements are as follows:

The importer must submit to the Office of Small Business (OSB), A.I.D., a notice of proposed procurement. Until forty-five (45) days after its expected arrival there, the importer or his agent may not accept any offer or place any order, or agree to accept any offer or to place any order. The OSB may require a waiting period longer than forty-five (45) days or, upon application of the importer, authorize a shorter period. Except when submission is by cablegram, three copies are to be submitted by registered mail to the OSB.

Cablegram: OSBAID, Washington, D.C., USA

Mail: Office of Small Business, Agency for International Development, Washington, D.C., 20523, U.S.A.

The information contained in the notice shall be in the English language, and specifications shall be in terms of United States standards. If the notice as submitted does not comply with all the specified minimum notification requirements, it may be returned by OSB to the importer for revision and resubmission. In such cases, the revised copies must be submitted anew in accordance with the applicable requirements.

The notice of proposed procurement shall be submitted in the format set forth below. Guidance as to the information required in the individual paragraphs of the notice is contained in the notes listed following the format.

(FORMAT)

NOTICE OF PROPOSED PROCUREMENT

A. Country__________________ (See Note A)
B. Authority_________________ (See Note B)
C. Subauthority______________ (See Note C)
D. Source____________________ (See Note D)
E. End of waiting period______ (See Note E)
F. Buyer_____________________ (See Note F)
G. Commodity________________ (See Note G)
H. Value_____________________ (See Note H)
I. Basis______________________ (See Note I)
J. Cablegram_________________ (See Note J)
K. Delivery__________________ (See Note K)
L. Other_____________________ (See Note L)

NOTE A. Designate the importing country (e.g., A. Country: India).

NOTE B. Identify, if known, the implementing document which authorizes the use of A.I.D. funds for the proposed procurement (e.g., B. Authority: 518–B–432).

NOTE C. Indicate, if applicable, the subauthorization (SA), and/or Import License (IL) numbers (e.g., C. Subauthority: SA 1324/IL 4321).

NOTE D. Indicate the eligible source (area in which procurement may be made) as designated in the implementing document. List both the name description and the number for the A.I.D. Geographic Code (e.g., D. Source: United States, 000).

NOTE E. Indicate the calendar date by which quotations or offers must reach the importer to assure their consideration. This date must be established as being at least forty-five (45) calendar days after expected receipt of notice in AID/W (Office of Small Business) (e.g., E. End of waiting period: 16 August 1964).

NOTE F. Indicate the name and complete address of the importer. This will be the person or organization who for this transaction is the purchaser. Telephone number may also be included if contact by such means is acceptable (e.g., F. Buyer: XYZ Import Company, Ltd., 14 Front Street, Bombay, India, Tel. Bombay 373781).

NOTE G. Fully describe the commodities and/or services (excluding ocean transportation and marine insurance) for which quotations or offers are desired. Specifications shall be in terms of United States standards and shall indicate sizes, quantities, etc. Electrical equipment shall include the power characteristics required. Data shall be in such sufficient detail as to provide an adequate basis on which suppliers can submit realistic offers. Omission of U.S. standards as herein prescribed will make the entire notice unacceptable.

NOTE H. Indicate the full dollar amount of the Import License, except when the notice covers only part of the commodities included in the License. In such cases, show on any one notice only the approximate dollar value of the commodities included. The dollar value will not be published in the Small Business Circular except in those instances where the importer does not indicate a specific quantity, but instead, desires to purchase the greatest quantity for a given sum (e.g., H. Cost: $250,000).

NOTE I. Indicate basis on which quotations or offers are to be submitted: c.i.f. or c.&f. Port of Entry; f.a.s. or f.o.b. Port of Exit; etc. (e.g., I. Basis: c.i.f. Bombay).

NOTE J. Indicate whether or not cablegram quotations will be accepted. If acceptable, show Importer's cable address (e.g., J. Cablegram: Acceptable, CMMP, Bombay).

NOTE K. Indicate the date by which shipment from source country is required or desired, and the destination port (e.g., K. Delivery: Bombay, 14 November 1964).

NOTE L. List any special shipping or packing instructions or other conditions and information which are applicable and not included in preceding paragraphs.

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