FEDERAL REGISTER

VOLUME 35 • NUMBER 105

Friday, May 29, 1970 • Washington, D.C.

Pages 8419–8465

Agencies in this issue—

Detailed list of Contents appears inside.

FEDERAL REGISTER

Area Code 202 Phone 962-8626

Published daily, Tuesday through Saturday (no publication on Sundays, Mondays, or on the day after an official Federal holiday), by the Office of the Federal Register, National Archives and Records Service, General Services Administration, Washington, D.C. 20408, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., Ch. 15), under regulations prescribed by the Administrative Committee of the Federal Register, approved by the President (1 CFR Ch. I). Distribution is made only by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $2.50 per month or $25 per year, payable in advance. The charge for individual copies is 20 cents for each issue, or 20 cents for each group of pages as actually bound. Remit check or money order, made payable to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

The regulatory material appearing herein is keyed to the CODE OF FEDERAL REGULATIONS, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended (44 U.S.C. 1510). The CODE OF FEDERAL REGULATIONS is sold by the Superintendent of Documents. Prices of new books are listed in the first FEDERAL REGISTER issue of each month.

Contents

(Continued on next page)

List of CFR Parts Affected

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, 1970, and specifies how they are affected.

3 CFR

PRESIDENTIAL DOCUMENTS OTHER THAN PROCLAMATIONS AND EXECUTIVE ORDERS:
Letter of May 26, 1970 ---- 8423

7 CFR

755 ---- 8442
910 ---- 8442
1421 ---- 8443
PROPOSED RULES:
1007 ---- 8448
1138 ---- 8448

9 CFR

76 ---- 8445

14 CFR

97 ---- 8425

20 CFR

422 ---- 8426

21 CFR

120 ---- 8445
121 ---- 8446
144 ---- 8446

29 CFR

1425 ---- 8426

32 CFR

1 ---- 8427
2 ---- 8428
3 ---- 8429
4 ---- 8429
5 ---- 8430
6 ---- 8431
7 ---- 8434
8 ---- 8435
9 ---- 8437
10 ---- 8437
12 ---- 8437
14 ---- 8438
16 ---- 8439
18 ---- 8439
19 ---- 8440
24 ---- 8441
30 ---- 8441

36 CFR

7 ---- 8446
311 ---- 8447
326 ---- 8447

45 CFR

PROPOSED RULES:
205 ---- 8448
206 ---- 8448
220 ---- 8448

49 CFR

PROPOSED RULES:
171 ---- 8450
173 ---- 8450

Presidential Documents

Title 3—THE PRESIDENT

Letter of May 26, 1970

[AUTHORITY TO ISSUE NATIONAL CONTINGENCY PLAN FOR REMOVAL OF OIL]

THE WHITE HOUSE,
Washington, May 26, 1970.

DEAR CHAIRMAN TRAIN:

By virtue of the authority vested in me by section 301 of title 3 of the United States Code, and as President of the United States, I hereby designate and empower you to exercise the authority conferred upon the President by section 11(c)(2) of the Federal Water Pollution Control Act, as amended (84 Stat. 93), to prepare and publish the National Contingency Plan for removal of oil pursuant to section 11(c).

This document shall be published in the FEDERAL REGISTER.

Sincerely,

Richard Nixon

Honorable Russell E. Train,
Chairman,
Council on Environmental Quality,
Washington, D.C. 20036.

[F.R. Doc. 70-6753; Filed, May 27, 1970; 3:00 p.m.]

Rules and Regulations

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Docket No. 10330; Amdt. No. 704]

PART 97—STANDARD INSTRUMENT APPROACH PROCEDURES

Recent Changes and Additions

This amendment to Part 97 of the Federal Aviation Regulations incorporates by reference therein changes and additions to the Standard Instrument Approach Procedures (SIAP's) that were recently adopted by the Administrator to promote safety at the airports concerned.

The complete SIAP's for the changes and additions covered by this amendment are described in FAA Forms 3139, 8260-3, 8260-4, or 8260-5 and made a part of the public rule making dockets of the FAA in accordance with the procedures set forth in Amendment No. 97-696 (358 F.R. 5610).

SIAP's are available for examination at the Rules Docket and at the National Flight Data Center, Federal Aviation Administration, 800 Independence Avenue SW., Washington, D.C. 20590. Copies of SIAP's adopted in a particular region are also available for examination at the headquarters of that region. Individual copies of SIAP's may be purchased from the FAA Public Document Inspection Facility, HQ-405, 800 Independence Avenue SW., Washington, D.C. 20590, or from the applicable FAA regional office in accordance with the fee schedule prescribed in 49 CFR 7.85. This fee is payable in advance and may be paid by check, draft or postal money order payable to the Treasurer of the United States. A weekly transmittal of all SIAP changes and additions may be obtained by subscription at an annual rate of $125 per annum from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Since a situation exists that requires immediate adoption of this amendment, I find that further notice and public procedure hereon is impracticable and good cause exists for making it effective in less than 30 days.

In consideration of the foregoing, Part 97 of the Federal Aviation Regulations is amended as follows, effective on the dates specified:

Section 97.11 is amended by establishing, revising, or canceling the following L/MF-ADF(NDB)-VOR SIAP's, effective June 25, 1970.

New York, N.Y.—LaGuardia Airport, NDB (ADF) Runway 4, Amendment 29, Revised.
Reading, Pa.—Gen. Carl A. Spaatz Field, NDB (ADF) Runway 36, Amendment 11, Revised.
Windsor Locks, Conn.—Bradley International Airport, NDB (ADF) Runway 6, Amendment 18, Revised.
New York, N.Y.—LaGuardia Airport, VOR-2, Amendment 11, Revised.

Section 97.17 is amended by establishing, revising, or canceling the following ILS SIAP's, effective June 25, 1970.

New York, N.Y.—LaGuardia Airport, LOC (BC) Runway 31, Amendment 3, Revised.
Windsor Locks, Conn.—Bradley International Airport, LOC (BC) Runway 24, Amendment 8, Revised.
New York, N.Y.—LaGuardia Airport, ILS Runway 4, Amendment 26, Revised.
New York, N.Y.—LaGuardia Airport, ILS-13, Amendment 6, Revised.
Reading, Pa.—Gen. Carl A. Spaatz Field, ILS Runway 36, Amendment 15, Revised.
Windsor Locks, Conn.—ILS Runway 6, Amendment 20, Revised.

Section 97.21 is amended by establishing, revising, or canceling the following L/MF SIAP's, effective June 25, 1970.

Nenana, Alaska—Nenana Municipal Airport, LFR-1, Amendment 10, Revised.

Section 97.23 is amended by establishing, revising, or canceling the following VOR-VOR/DME SIAP's, effective June 25, 1970.

Aberdeen, S. Dak.—Aberdeen Municipal Airport, VOR Runway 30, Amendment 9, Revised.
Abilene, Tex.—Abilene Municipal Airport, VOR-1, Amendment 5, Revised.
Allegan, Mich.—Padgham Field, VOR Runway 27, Amendment 2, Revised.
Alliance, Nebr.—Alliance Municipal Airport, VOR Runway 12, Amendment 1, Revised.
Alliance, Nebr.—Alliance Municipal Airport, VOR Runway 30, Amendment 4, Revised.
Baker, Oreg.—Baker Municipal Airport, VOR Runway 12, Amendment 4, Revised.
Bridgeport, Conn.—Bridgeport Municipal Airport, VOR-1 Runway 24, Amendment 7, Revised.
Bridgeport, Conn.—Bridgeport Municipal Airport, VOR-2 Runway 24, Amendment 3, Revised.
Bridgeport, Conn.—Bridgeport Municipal Airport, VOR Runway 6, Amendment 9, Revised.
Brownwood, Tex.—Brownwood Municipal Airport, VOR Runway 17, Amendment 5, Revised.
Casper, Wyo.—Casper Air Terminal, VOR Runway 21, Amendment 9, Revised.
Dothan, Ala.—Dothan Airport, VOR-1, Amendment 4, Revised.
Farmingdale, N.Y.—Republic Airport, VOR-1, Amendment 3, Revised.
Grain Valley, Mo.—East Kansas City Airport, VOR-1, Original, Established.
Hanksville, Utah—Hanksville Airport (FAA - Site 54), VOR-A, Amendment 5, Revised.
Hazleton, Pa.—Hazleton Municipal Airport, VOR Runway 28, Amendment 4, Revised.
Kailua-Kona, Hawaii—Ke-ahole Airport, VOR Runway 17, Original, Established.
Kailua-Kona, Hawaii—Ke-ahole Airport, VOR Runway 35, Original, Established.
LaGrange, Tex.—Rocky Creek Ranch Airport, VOR-1, Amendment 2, Canceled.
Liberty, Tex.—Liberty Air Service Airport, VOR-1, Amendment 2, Canceled.
Mansfield, Mass.—Mansfield Municipal Airport, VOR-1, Amendment 5, Revised.
Millville, N.J.—Millville Municipal Airport, VOR Runway 23, Original, Established.
Minot, N. Dak.—Minot International Airport, VOR Runway 8, Amendment 4, Revised.

Section 97.23 is amended by establishing, revising, or canceling the following VOR-VOR/DME SIAP's, effective June 25, 1970.

Minot, N. Dak.—Minot International Airport, VOR Runway 12, Amendment 4, Revised.
Minot, N. Dak.—Minot International Airport, VOR Runway 26, Amendment 4, Revised.
Minot, N. Dak.—Minot International Airport, VOR Runway 30, Amendment 4, Revised.
Montgomery, Ala.—Dannelly Field, VOR Runway 33, Amendment 15, Revised.
New Haven, Conn.—Tweed-New Haven Airport, VOR Runway 2, Amendment 11, Revised.
Oklahoma City, Okla.—Cimarron Municipal Airport, VOR-1, Amendment 1, Revised.
Oxnard, Calif.—Ventura County Airport, VOR Runway 7, Amendment 3, Revised.
Oxnard, Calif.—Ventura County Airport, VOR Runway 25, Amendment 1, Revised.
Philadelphia, Pa.—North Philadelphia Airport, VOR Runway 24, Amendment 12, Revised.
Vineland, N.J.—Kroelinger Airport, VOR Runway 28, Amendment 3, Revised.
Aberdeen, S. Dak.—Aberdeen Municipal Airport, VOR/DME Runway 12, Amendment 2, Revised.
Baker, Oreg.—Baker Municipal Airport, VOR/DME Runway 12, Amendment 4, Revised.
Casper, Wyo.—Casper Air Terminal, VOR/DME Runway 21, Original, Established.
Harlan, Iowa—Municipal Airport, VOR/DME-1, Original, Established.
Nashville, Tenn.—Nashville Metropolitan Airport, VOR/DME Runway 13, Amendment 1, Revised.
Pine Bluff, Ark.—Grider Field, VOR/DME Runway 35, Amendment 2, Revised.

Section 97.25 is amended by establishing, revising or canceling the following LOC-LDA SIAP's, effective June 25, 1970.

Casper, Wyo.—Casper Air Terminal, LOC (BC) Runway 25, Amendment 8, Revised.
Islip, N.Y.—Long Island-MacArthur Airport, LOC (BC) Runway 24, Original, Established.
Madison, Wis.—Truax Field, LOC (BC) Runway 18, Amendment 2, Revised.
Montgomery, Ala.—Dannelly Field, LOC (BC) Runway 27, Amendment 3, Revised.

Section 97.27 is amended by establishing, revising or canceling the following NDB/ADF SIAP's, effective June 25, 1970.

Allentown, Pa.—Allentown-Bethlehem-Easton Airport, NDB (ADF) Runway 6, Amendment 10, Revised.

Alliance, Nebr.—Alliance Municipal Airport, NDB (ADF) Runway 30, Amendment 2, Revised.
Arkadelphia, Ark.—Arkadelphia Municipal Airport, NDB (ADF) Runway 4, Original, Established.
Baytown, Tex.—Humphrey Airport, NDB (ADF) Runway 31, Original, Established.
Bedford, Mass.—Laurence G. Hanscom Field, NDB (ADF) Runway 11, Amendment 9, Revised.
Blytheville, Ark.—Municipal Airport, NDB (ADF) Runway 17, Amendment 1, Revised.
Casper, Wyo.—Casper Air Terminal, NDB (ADF) Runway 7, Amendment 5, Revised.
Cherokee Village, Ark.—Cherokee Village Airport, NDB (ADF) Runway 4, Original, Established.
Farmingdale, N.Y.—Republic Airport, NDB (ADF) Runway 1, Amendment 8, Revised.
Fremont, Nebr.—Fremont Municipal Airport, NDB (ADF) Runway 13, Original, Established.
Guymon, Okla.—Guymon Municipal Airport, NDB (ADF) Runway 18, Original, Established.
Montgomery, Ala.—Dannelly Field, NDB (ADF) Runway 9, Amendment 9, Revised.
Mt. Pocono, Pa.—Mount Pocono Airport, NDB (ADF)-1, Amendment 5, Revised.
Orangeburg, S.C.—Orangeburg Airport, NDB (ADF) Runway 4, Amendment 1, Revised.
Point Lookout, Mo.—School of the Ozarks Airport, NDB (ADF) Runway 29, Original, Established.
Quakertown, Pa.—Upper Bucks County Airport, NDB (ADF) Runway 29, Amendment 3, Revised.
Titusville, Fla.—TI-CO Airport, NDB (ADF) Runway 18, Original, Established.
Wisconsin Rapids, Wis.—Alexander Field, South Wood County Airport, NDB (ADF) Runway 2, Amendment 2, Revised.
Worcester, Mass.—Worcester Municipal Airport, NDB (ADF) Runway 11, Amendment 4, Revised.

Section 97.29 is amended by establishing, revising, or canceling the following ILS SIAP's effective June 25, 1970.

Allentown, Pa.—Allentown-Bethlehem-Easton Airport, ILS Runway 6, Amendment 13, Revised.
Bedford, Mass.—Laurence G. Hanscom Field, ILS Runway 11, Amendment 12, Revised.
Casper, Wyo.—Casper Air Terminal, ILS Runway 7, Amendment 14, Revised.
Memphis, Tenn.—International Airport, ILS Runway 35, Amendment 10, Revised.
Montgomery, Ala.—Dannelly Field, ILS Runway 9, Amendment 14, Revised.
Pendleton, Oreg.—Pendleton Municipal Airport, ILS Runway 25R, Amendment 12, Revised.
Philadelphia, Pa.—North Philadelphia Airport, ILS Runway 24, Original, Established.
Wilkes-Barre-Scranton, Pa.—Wilkes-Barre-Scranton Airport, ILS Runway 4, Amendment 25, Revised.
Worcester, Mass.—ILS Runway 11, Amendment 4, Revised.

Section 97.31 is amended by establishing, revising, or canceling the following Radar SIAP's, effective June 25, 1970.

Chicago, Ill.—Chicago O'Hare International Airport, Radar-1, Amendment 21, Revised.
Honolulu, Hawaii—Honolulu International Airport, Radar-1, Amendment 8, Revised.

Section 97.33 is amended by establishing, revising, or canceling the following RNAV SIAP's, effective June 25, 1970.

Fullerton, Calif.—Fullerton Municipal Airport, RNAV Runway 24, Original, Established.
Kirksville, Mo.—Clarence Cannon Memorial Airport, RNAV Runway 17, Original, Established.
Kirksville, Mo.—Clarence Cannon Memorial Airport, RNAV Runway 35, Original, Established.
Lancaster, Calif.—General William J. Fox Airfield, RNAV Runway 24, Original, Established.
Longview, Tex.—Gregg County Airport, RNAV Runway 22, Original, Established.
Palm Springs, Calif.—Palm Springs Municipal Airport, RNAV-A, Original, Established.
Torrance, Calif.—Torrance Municipal Airport, RNAV Runway 29R, Original, Established.

(Secs. 307, 313, 601, 1110, Federal Aviation Act of 1958; 49 U.S.C. 1438, 1354, 1421, 1510, Sec. 6(c) Department of Transportation Act, 49 U.S.C. 1655(c) and 5 U.S.C. 552(a)(1))

Issued in Washington, D.C., on May 21, 1970.

WILLIAM G. SHREVE, Jr.,
Acting Director,
Flight Standards Service.

The incorporation by reference provisions in §§ 97.10 and 97.20 approved by the Director of the Federal Register on May 12, 1969 (35 F.R. 5610).

[F.R. Doc. 70-6593; Filed, May 28, 1970; 8:45 a.m.]

Title 29—LABOR

Chapter XII—Federal Mediation and Conciliation Service

PART 1425—MEDIATION ASSISTANCE IN THE FEDERAL SERVICE

Dispute Mediation

In order to implement the provisions of section 16 of Executive Order 11491, the Federal Mediation and Conciliation Service issued a regulation which was published as Part 1425—*Mediation Assistance in the Federal Service*—in the FEDERAL REGISTER of April 21, 1970 (35 F.R. 6389). Section 1425.2(a) of this regulation sets forth the conditions under which the Service will make its assistance available in a negotiation dispute between Federal agencies and labor organizations. The Service has received numerous inquiries concerning § 1425.2 (a) which indicate that the language therein has led to a misunderstanding of its intent.

It is the intent of the Service to make its services and assistance available to Federal agencies and labor organizations in any negotiation dispute, except as provided in section 11(c) of Executive Order 11491, when the parties have sincerely attempted to work out their differences by hard, earnest and serious negotiation but have not been able to reach agreement. The Service does not wish to delay assistance in such a situation until the parties have referred the matter to higher authority for further negotiations.

In order to clarify the intent of the Service in this matter, I hereby amend § 1425.2(a) by deleting the language therein reading "including referral to higher authority within the agency or the national office of the labor organization." As amended, § 1425.2(a) reads as follows:

§ 1425.2 Functions of the Service under Executive Order 11491.

* * * * *

(a) *Dispute mediation.* The Service may proffer its assistance in any negotiation dispute, except as provided in section 11(c) of Executive Order 11491, when earnest efforts by the parties to reach agreement through direct negotiation have failed to resolve the dispute. When the existence of a negotiation dispute comes to the attention of the Service through a specific request for mediation from one or both of the parties, through notification under the provisions of § 1425.3, or otherwise, the Service will examine the information concerning the dispute and if, in its opinion, the need for mediation exists, the Service will use its best efforts to assist the parties to reach agreement.

(Secs. 202, 203, 61 Stat. 153; 29 U.S.C. 172, 173; sec. 16, E.O. 11491, 34 F.R. 17605, 3 CFR 1969 Comp.)

Effective date. This amendment shall become effective on the date of its publication in the FEDERAL REGISTER.

Issued: May 26, 1970.

J. CURTIS COUNTS,
Director.

[F.R. Doc. 70-6670; Filed, May 28, 1970; 8:45 a.m.]

Title 20—EMPLOYEES' BENEFITS

Chapter III—Social Security Administration, Department of Health, Education, and Welfare

[Regs. No. 22]

PART 422—ORGANIZATION AND PROCEDURES

Subpart B—General Procedures

FEE SCHEDULE FOR FURNISHING EARNINGS RECORD INFORMATION

Correction

In F.R. Doc. 70-6363 appearing on page 7891 in the issue for Friday, May 22, 1970, in the second line of Type I in § 422.125(e)(2), the word "of" should read "or".

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following amendments to this subchapter are issued by direction of the Assistant Secretary of Defense (Installations and Logistics) pursuant to authority contained in Department of Defense directive No. 4105.30, dated March 11, 1959 (24 F.R. 2260), as amended, and 10 U.S.C. 2202.

PART 1—GENERAL PROVISIONS

1. Section 1.201–14 is revised; in § 1.701–4 a new classification code "3537" is added under Major Group 35—Machinery, Except Electrical; §1.704–3(a)(1) is revised; the last sentence in paragraph (b) of § 1.908–2 is revised; §§ 1.908–3(a), 1.003–1(c)(7), 1.1003–2, 1.1003–4, 1.1005–1(b)(1), and 1.1202 are revised; in § 1.1206–1(a) the first sentence is revised; §§ 1.1206–2(a) and 1.2001(c)(2) are revised, as follows:

§ 1.201–14 Procuring activity.

Procuring activity includes for the Army: Directorate of Requirements and Procurement, Headquarters, U.S. Army Materiel Command; the U.S. Army Munitions Command; the U.S. Army Missile Command; the U.S. Army Electronics Command; the U.S. Army Mobility Equipment Command; the U.S. Army Tank-Automotive Command; the U.S. Army Aviation Systems Command; the U.S. Army Weapons Command; the U.S. Army Test and Evaluation Command; U.S. Continental Army Command and its subordinate commands consisting of Zone of Interior Armies and Military District of Washington, U.S. Army; U.S. Army, Alaska; U.S. Forces Southern Command, U.S. Army; U.S. Theater Army Support Command, Europe; U.S. Army, Pacific; National Guard Bureau; Office of the Chief of Engineers; Strategic Communications Command; Office of the Chief of Support Services; Office of The Surgeon General; U.S. Army Security Agency; Military Traffic Management and Terminal Service; and the Safeguard System Organization; for the Navy: Each Bureau, the Headquarters, Naval Material Command, the Office of the Deputy Chief of Naval Material (Procurement and Production), the Naval Air Systems Command, the Naval Electronic System Command, the Naval Facilities Engineering Command, the Naval Ordnance Systems Command, the Naval Ship Systems Command, the Naval Supply Systems Command, the Office of Naval Research, the Navy Aviation Supply Office, the Military Sea Transportation Service, and the U.S. Marine Corps; for the Air Force: Hq., USAF (AFSPP); the Air Force Logistics Command; the Air Force Systems Command; the Strategic Air Command; the Tactical Air Command; the Aerospace Defense Command; the Military Airlift Command; the Air Training Command; the Pacific Air Forces, the U.S. Air Forces in Europe; the Alaskan Air Command; for the Defense Supply Agency: the Office of the Deputy Director for Contract Administration Services; the Office of the Executive Director, Procurement and Production; the Defense Supply Centers; and the Defense Personnel Support Center; for the Defense Communications Agency: The Headquarters, Defense Communications Agency; and the Defense Commercial Communications Office; for the Defense Atomic Support Agency: Headquarters, Defense Atomic Support Agency. It also includes any other procuring activity hereafter established. The number and designation of particular procuring activities of any Military Department may be changed by directive of the Secretary.

§ 1.701–4 Manufacturing industry employment size standards.

* * * * *

Classification code	Industry	Employment size standard (number of employees) [1]
	MAJOR GROUP 35—MACHINERY, EXCEPT ELECTRICAL	
3511	Steam engines; steam, gas and hydraulic turbines; and steam, gas, and hydraulic turbine generator set units	1000
3519	Internal combustion engines, not elsewhere classified	1000
3531	Construction machinery and equipment	750
3537	Industrial trucks, tractors, trailers and stackers	750
3562	Ball and roller bearings	750
3572	Typewriters	1000
3573	Electronic computing equipment	1000
3574	Calculating and accounting machines, except electronic computing equipment	1000
3585	Refrigerators; refrigeration machinery, except household; and complete air conditioning units	750

* * * * *

§ 1.704–3 Small business specialists.

(a) * * *

(1) Army—Head of a procuring activity (see § 1.201–4) or his designee;

* * * * *

§ 1.908–2 Development and certain specific production contracts.

* * * * *

(b) *Other development contracts (DD Form 1683).* * * * These evaluation reports shall be retained for a minimum of 3 years.

§ 1.908–3 Contractor Performance Record (Supply Contracts).

(a) A Contractor Performance Record (CPR) is a factual historical documentation of contract performance data prepared by the cognizant contract administration office on completed or terminated DOD supply contracts. The CPR provides an orderly and uniform method of determining and recording how effectively supply contractors meet their contractual commitments. For each supply contract of $100,000 or more, except those contracts authorized for retention by purchasing offices and those contracts evaluated under § 1.908–2(a), a contract performance record shall be prepared by the cognizant contract administration office utilizing DD Form 1661, Contractor Performance Record (Supply Contracts). These evaluation reports shall be retained for a minimum of 3 years. Subject to the approval of OASD (Installations and Logistics) and if the military departments and defense agencies concerned consider it desirable and make request therefor, certain other supply contracts that do not fall within the foregoing category may be recorded.

* * * * *

§ 1.1003–1 General.

* * * * *

(c) * * *

(7) Procurement of personal and professional services (see § 1.1003–4(b)).

* * * * *

§ 1.1003–2 Time of publicizing.

To allow concerns which are not on current bidders lists ample time to prepare bids, proposals or quotations, purchasing offices should, when feasible, synopsize proposed procurements at least 10 days before the issuance of solicitations, in accordance with § 1.1003–9(b)(8). If this is not feasible or practicable, purchasing offices shall synopsize proposed procurements not later than the date of issuance of solicitations.

§ 1.1003–4 Special synopsis situations.

(a) *Advance notice for research and development.* In order that potential sources may learn of research and development programs, advance notices of the Government's interest in a specific research and development field shall be published in the Commerce Business Daily in accordance with § 1.1003–9(d) so as to give such sources adequate opportunity to submit information for evaluation of their research and development capabilities, except where security considerations prohibit such publication. Each specific procurement of research and development projects shall be publicized in the Commerce Business Daily unless one of the exceptions in §1.1003–1 is applicable or unless an advance notice of the Government's requirements in the particular field, published in the Commerce Business Daily in accordance with § 1.1003–9(d), has been sufficiently specific to permit potential sources to request solicitations for the prospective procurement. (See § 4.103 of this chapter.)

(b) *Procurement of personal and professional services.* Notwithstanding the exception in § 1.1003–1(c)(7), contracting officers shall synopsize personal and professional services when it is feasible and practicable to do so and the best interests of the Government will be served.

§ 1.1005–1 Synopsis of contract awards.

* * * * *

(b) *Preparation and transmittal.* (1) Purchasing offices shall prepare and forward single copies of synopses of contract awards daily, using the same format as prescribed in § 1.1003–9, to the address below, by airmail or ordinary mail, whichever is considered most expeditious.

U.S. Department of Commerce, Commerce Business Daily, Post Office Box 5999, Chicago, Ill. 60680.

* * * * *

§ 1.1202 Mandatory specifications.

(a) Except as provided in paragraph (b) of this section, the following specifications are mandatory for use by the Department of Defense in the procurement of supplies and services covered by such specifications:

(1) Federal specifications, unless determined by the Department of Defense to be inapplicable for its use;

(2) Military specifications approved by the Department of Defense for its use; and

(3) Industry documents adopted by the Department of Defense as listed in the Department of Defense Index of Specifications and Standards.

(b) Federal and Military specifications need not be used for the following unless required by Departmental instructions:

(1) Purchase of items for authorized resale except military clothing;

(2) Purchases for construction when nationally recognized industry and technical source specifications and standards are available (see § 18.107 of this chapter); or

(3) Purchase of items in an amount not to exceed $2,500 (multiple small purchases of less than $2,500 of the same item shall not be made for the purpose of avoiding the use of Federal or Military specifications).

(c) Unless required by Departmental instructions, Federal and Military specifications need not be prepared for use in the below listed procurement actions; however, existing Federal and Military specifications, and adopted industry documents to the extent that they are applicable to the item or service required, shall be used for:

(1) Purchase incident to research and development;

(2) Purchase of items for test or evaluation;

(3) Purchase of laboratory test equipment for use by Government laboratories;

(4) Purchase of one-time procurement items; or

(5) Purchase of items—

(i) For which it is impracticable or uneconomical to prepare a specification (Repetitive use of a purchase description containing the essential characteristics of a specification will be construed as evidence of improper use of this exception.); or

(ii) Where the purchase involves an item which is the product of private development and the provisions of § 1.304 are complied with.

(d) If it is determined, in accordance with the procedures established under the Defense Standardization Program by the Assistant Secretary of Defense (Installations and Logistics), that the specifications listed in paragraph (a) of this section do not meet the particular or essential needs of a bureau, service, or command, then (except as provided in paragraph (b) and (c) of this section) applicable amendments, revisions or new specifications (interim Federal or limited coordination Military) shall be immediately prepared and used.

(e) Whenever a specification is found to be defective, and it is necessary to make interim corrections to the specification to effect a procurement, the activity authorizing the corrections shall take immediate action to advise the specification preparing activity of the changes required.

§ 1.1206–1 General.

(a) A purchase description may be used in lieu of a specification when authorized by § 1.1202(b) and, subject to the restriction on repetitive use in § 1.1202(c)(5), where no applicable specification exists. * * *

* * * * *

§ 1.1206–2 Brand name or equal purchase descriptions.

(a) Purchase descriptions which contain references to one or more brand name products followed by the words "or equal" may be used only when authorized by § 1.1202(b) and in accordance with §§ 1.1206–3 and 1.1206–4. The term "brand name product" means a commercial product described by brand name and make or model number or other appropriate nomenclature by which such product is offered for sale to the public by the particular manufacturer, producer, or distributor. Where feasible, all known acceptable brand name products should be referenced. Where a "brand name or equal" purchase description is used, prospective contractors must be given the opportunity to offer products other than those specifically referenced by brand name if such other products will meet the needs of the Government in essentially the same manner as those referenced. If modifications to manufacturers' standard products to meet the purchase description requirements are anticipated, a minimum of 30 calendar days shall be allowed between issuance of the solicitation and opening of bids or receipts of proposals: *Provided*, That periods of less than 30 days may be set in cases of urgency.

* * * * *

§ 1.2001 Limitation of cost or funds.

* * * * *

(c) * * *

(2) The contract is not to be further funded, and instruct the contractor to submit a proposal for an adjustment of fee, if any, based on percentage of completion of work performed in relation to the total work required under the contract;

* * * * *

PART 2—PROCUREMENT BY FORMAL ADVERTISING

2. In § 2.201 paragraph (a)(2)(x) is revised and a new paragraph (b)(46) is added; in § 2.202–1 the last sentence is revised, as follows:

§ 2.201 Preparation of invitation for bids.

(a) *Supply and services contracts.* * * *

(2) * * *

(x) When shipping weights and dimensions are required to evaluate offers as to transportation costs (see § 19.210 of this chapter), a provision substantially as set forth below shall be included in the solicitation, except that the paragraph relating to the Government's estimated weights and dimensions may be omitted when such estimates cannot reasonably be developed and the file is documented accordingly, prior to the issuance of the solicitation. Solicitations omitting the paragraph relating to the Government's estimated weights and dimensions shall state that the failure to furnish guaranteed shipping weights and dimensions will render offers nonresponsive, unless the contracting officer determines that the shipping weights and dimensions involved would clearly not affect the standing of the bids.

GUARANTEED MAXIMUM SHIPPING WEIGHTS AND DIMENSIONS

Each bid (or proposal) will be evaluated to the destination specified by adding to the f.o.b. origin price all transportation costs to said destination. The guaranteed maximum shipping weights and dimensions of the supplies are required for determination of transportation costs. The bidder (or offeror) is requested to state as part of his offer the weights and dimensions. If separate containers are to be banded and/or skidded into a single shipping unit, details must be described. If delivered supplies exceed the guaranteed maximum shipping weights or dimensions, the contract price shall be reduced by an amount equal to the difference between the transportation costs computed for evaluation purposes based on bidder's (or offeror's) guaranteed maximum shipping weights or dimensions and the transportation costs that should have been used for bid (or proposal) evaluation purposes based on correct shipping data.

Item	Max. shpg. wt. per ctnr. (lbs.)	No. of items per ctnr.	Type of ctnr. (fiber, wood; box, bbl., etc.)	Size of ctnr. (in inches) (L x W x H)	Shpg. character (KD, set-up, nested, etc.)

If the bidder (or offeror) fails to state his guaranteed maximum shipping weight and dimensions for the supplies as requested, the Government will use the estimated weights and dimensions below for evaluation; and the Contractor agrees this will be the basis for any reduction in contract prices as provided in this clause. The Government's estimated weights (and dimensions, if applicable) are as follows:

To permit recoupment when the contractor exceeds the guaranteed maximum(s), the award document will show the weight(s) and dimensions used in the evaluation.

* * * * *

(b) *Construction contracts.* * * *

(46) When Standard Form 19 is used, a statement that if the bid exceeds $10,000, the contract also will contain the clauses set out in § 11.401–1(c) of this chapter (Federal, State, and Local Taxes) and in § 12.804(a) of this chapter (Equal Opportunity) unless exempted by § 12.805 of this chapter.

§ 2.202–1 Bidding time.

* * * For items on Qualified Products Lists, see § 1.1107–1 of this chapter; for construction contracts, see § 18.202(b) of this chapter; and for brand name or equal items, see § 1.1206–2 of this chapter.

PART 3—PROCUREMENT BY NEGOTIATION

3. Section 3.605–6 is revised; in § 3.608–2(b)(1), subdivisions (ii), (vii), and (x) are revised and a new subdivision (xvi) is added; § 3.807–5(a)(3) is revoked; and § 3.809(b)(3) is revised; as follows:

§ 3.605–6 Receipt and acceptance of supplies or services.

Acceptance of supplies or services shall be indicated by signature and date on the appropriate form by the authorized government representative after verification and notation of any exceptions. Use of the DD Form 250 Series, Material Inspection and Receiving Report (MIRR), shall be required by purchasing offices to document receipt and acceptance of supplies or services when the purchase is to be assigned to another activity for administration. A sales slip, delivery ticket, DD Form 1155 or DD Form 250 Series may be used for receipt and acceptance when purchases are retained for administration.

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

* * * * *

(b) *Conditions for use.* (1) Use as a purchase order of not more than $2,500 in the United States, its possessions, and Puerto Rico. * * *

(ii) No clause covering the subject matter of any clause set forth in this subchapter, other than clauses set forth on DD Form 1155r and clauses referred to in subdivisions (iii) through (xvi) of this subparagraph, in §§ 3.608–3, 3.608–4, 14.101–1, 14.302, 14.303, and 14.304 of this chapter are to be used.

* * * * *

(vii) The Material Inspection and Receiving Report (MIRR) clause shall be inserted in the Schedule as provided by § 7.104–62 of this chapter when the purchase is to be assigned to another activity for administration. The clause may also be inserted when otherwise desired by the purchasing office.

* * * * *

(x) The Responsibility for Inspection clause, set forth in § 7.103–24 of this chapter shall be inserted in the Schedule.

* * * * *

(xvi) When required by § 19.213–2 of this chapter, the clause set forth in § 7.104–74 of this chapter shall be added.

§ 3.807–5 Defective cost or pricing data.

(a) * * *

(3) [Revoked.]

* * * * *

§ 3.809 Contract audit as a pricing aid.

* * * * *

(b) * * *

(3) The PCO shall send the request for review and evaluation of the contractor's proposal directly to the ACO, with a copy to the contract auditor. The request shall identify any areas where he desires particular pricing effort, and shall be accompanied by any information, such as the applicable portion of the RFP and the offeror's proposal, essential to evaluation of the proposal. The ACO shall advise the auditor of any additional areas recommended for special emphasis and review. If there are audit work program conflicts involving more than one PCO, priorities should be worked out jointly between the auditor and the ACO. In view of the need for coordination of ACO and audit efforts, the technical representatives and the auditor will normally need to coordinate a program for review of the contractor's proposal. (See § 3.801.) When only an audit report is desired, the request shall be forwarded to the appropriate contract auditor either directly or through the liaison auditor, with a copy to the ACO.

PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT

4. Sections 4.106–1(b)(2), 4.110(d), and 4.113(d) are revised as follows:

§ 4.106–1 Selection of sources.

* * * * *

(b) *Auditor's reports on contract price proposals.* * * *

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

* * * * *

§ 4.110 Cost-sharing policy.

* * * * *

(d) It is Department of Defense policy to recoup a share of its investment in nonrecurring costs associated with major defense equipment when such equipment is sold to buyers outside the U.S. Government. This policy is mandatory as to all foreign buyers of such equipment, and may be applied to domestic commercial buyers at the discretion of the Secretary of the Department concerned. To carry out this policy with respect to foreign buyers and to provide for future negotiation of amounts to be recovered by DOD from contractor's direct sales to foreign buyers, the clause in § 7.104–64(a) of this chapter will be included in all contracts for major defense equipment. The clause may also be included in other contract (other than major defense equipment) involving RDT&E expenditures in excess of $10 million when approved by the Secretary concerned. To apply this policy to domestic commercial buyers, the clause in § 7.104–64(b) of this chapter is authorized for use in any of the foregoing contracts (i.e., major defense equipment or RDT&E expenditures in excess of $10 million), subject to approval on a case-by-case basis by the Secretary of the Department concerned. The office within each service department responsible for foreign military sales will recover nonrecurring costs on foreign sales made by foreign governments and international organizations through the U.S. Government.

* * * * *

§ 4.113 Scientific and technical reports.

* * * * *

(d) It is important that the results of research and development contracts be made readily available to Government activities, and to non-Government organizations and persons who have a need to know in accordance with procedures of the Military Departments. Copies of scientific and technical reports resulting from DOD contracts are furnished to the Defense Documentation Center which provides a central service for the interchange of scientific and technical information of value to the Department of

Defense agencies and contractors. These elements may become eligible for such service by registering in accordance with the Defense Supply Agency Manual (DSAM) 4185.3, Registration for Scientific and Technical Information Services of the Department of Defense, available from the Defense Documentation Center, Cameron Station, Alexandria, Va. 22314.

PART 5—INTERDEPARTMENTAL AND COORDINATED PROCUREMENT

5. Section 5.102–2(c) is revised; § 5.102–3 the introductory text is revised and a new paragraph (c) is inserted in the Federal Supply Schedules; the title of Subpart B of this part is changed; §§ 5.200, 5.201, 5.203, 5.205, 5.301(a), 5.302, and 5.703(a) are revised as follows:

§ 5.102–2 Exceptions to mandatory use.

* * * * *

(c) *Abnormal requirements.* When the requirements of the purchasing activity are (1) less than the minimum order limitation or (2) in excess of the maximum order limitation provided in the applicable Federal Supply Schedule, use of the Schedule is not mandatory. However, where requirements for supplies or services exceed the maximum limitations of the applicable Schedule, but are within the DOD–GSA Interagency Purchase Assignments, those items will be procured through the General Services Administration. (See § 5.1201–8.)

§ 5.102–3 Applicability of listed Federal Supply Schedules.

Supplies and service covered by the Federal Supply Schedules listed herein are mandatory in whole or in part upon some element of the Department of Defense. Some of the Federal Supply Schedules listed include classes unrelated to the Federal Supply Group which identifies the Schedule. To aid in locating an item in the mandatory Schedules, the classes included in each Schedule have been listed. The Remarks column states exceptions to the mandatory provisions of the Schedule when applicable. (But see Subpart B of this part for mandatory use of GSA Term Contracts for maintenance, repair, rehabilitation, and reclamation of personal property.) The Schedules should be checked for complete details concerning the exceptions.

* * * * *

(c) *Mandatory in GSA areas other than Region 3.*

68	CHEMICALS AND CHEMICAL PRODUCTS, SECTIONS A, B, C AND D	PART III,	Mandatory on DOD Activities located within the specified GSA Geographical Area other than Region 3 except for items procured through Defense Personnel Support Center.
6505	Medical gases		
6830	Industrial gases: Compressed and liquefied		

Subpart 2—Procurement of Supplies From General Services Administration Stores Depots and of Services for Maintenance, Repair, Rehabilitation, and Reclamation From General Services Administration Sources

§ 5.200 Applicability.

This subpart applies to the procurement of supplies available from General Services Administration stores depots for delivery in the United States (exclusive of Alaska and Hawaii) including the satisfaction of overseas requirements when such requirements are routed to facilities in the United States for supply action in accordance with instructions prescribed by the Military Departments. It does not apply to any order which amounts to $25 or less, or to:

(a) Any subsistence or medical item which is under the cognizance of the Defense Personnel Support Center;

(b) Any item which is being purchased for resale; or

(c) Any item used by commissaries for operation and maintenance that is available through local purchase at a price lower than from GSA stores depots.

This subpart also applies to the mandatory use of General Services Administration services and Term Contracts for the maintenance, repair, rehabilitation, and reclamation of all personal property described in § 5.206, in the United States, Puerto Rico, and the Virgin Islands. Services of this type which are available from Federal Prisons Industries and Agencies for the Blind will be procured under the provisions of Subparts D and E of this part.

§ 5.201 Procurement from General Services Administration stores depots.

It is the policy of the Department of Defense that for an item which has been decentralized for local purchase and which is available from the General Services Administration store depots, such items will be ordered from the Depots unless delivery requirements cannot be met. The mandatory provisions of Department of Defense, General Services Administration Interagency Purchase Assignments (§ 5.1201–8) are not applicable to decentralized items which are within these assignments and which are available from the stores depots. Such items will be ordered in accordance with the above stated policy.

§ 5.203 General Services Administration stores depots and regional offices.

The General Services Administration operates stores depots and regional offices located in or near the cities listed below, serving the areas indicated on the back cover page of the "Stores Stock Catalog." The addresses shown are the mailing addresses to which all orders and correspondence should be forwarded.

GSA region	*Address*
1. Boston, Mass.	620 Post Office and Courthouse Building, Boston, Mass. 02109.
2. New York, N.Y.	26 Federal Plaza, New York, N.Y. 10007.
3. Washington, D.C.	General Services Regional Office Building, Seventh and D Streets SW., Washington, D.C. 20407.
4. Atlanta, Ga.	1776 Peachtree Street NW., Atlanta, Ga. 30309.
5. Chicago, Ill.	219 South Dearborn Street, Chicago, Ill. 60604.
6. Kansas City, Mo.	1500 East Bannister Road, Kansas City, Mo. 64131.
7. Fort Worth, Tex.	819 Taylor Street, Fort Worth, Tex. 76102.
8. Denver, Colo.	Denver Federal Center, Building 41, Denver, Colo. 80225.
9. San Francisco, Calif.	49 Fourth Street, San Francisco, Calif. 94103.
10. Auburn, Wash.	General Services Administration Center, Auburn, Wash. 98002.

§ 5.205 Mandatory sources for maintenance, repair, rehabilitation and reclamation of personal property.

General Services Administration regional offices provide facilities for maintenance, repair, rehabilitation and reclamation of Government-owned personal property and, in addition, have Term Contracts with commercial concerns for similar services. These contracts are published as General Services Term Contracts. When requirements exceed the in-house capabilities of a Departmental activity or installation, or it is otherwise required that outside sources be used, it is mandatory that General Services Administration sources for such services be used except when:

(a) The items involved are military weapons systems, specialized military support equipment, or specialized technical or scientific equipment;

(b) Such services are available from the Federal Prison Industries or Agencies for the Blind (see subparts D and E of this part);

(c) The required services are covered by warranty or other preexisting contract;

(d) Delivery requirements for repair and refinishing services cannot be met (the provisions of § 5.102–2 are applicable when determining whether a General Services Administration source can meet the delivery requirements);

(e) The required services are not within the scope of the existing GSA Term Contract or a waiver is first obtained from the GSA regional Property Management and Disposal Service office administering the contract. (Such waivers are not required when the exigency of the procurement will not permit delay. However, telephonic clearances will be given by GSA in appropriate cases.); and

(f) The requiring activity is outside the geographic area covered in the GSA

Term Contract. (Normally, this area extends no more than a 15-mile radius from the contractor's location. Each contract specifies the area covered which may in some cases extend beyond that distance.)

§ 5.301 Federal Supply Service consolidated purchase program.

* * * * *

(a) Items identified in § 5.1201–8 as being covered by the Department of Defense/General Services Administration Interagency Purchase Assignments; and

* * * * *

§ 5.302 DOD–GSA interagency purchase assignments.

Mandatory use of the General Services Administration consolidated purchasing program is required for those centrally managed items covered by the interagency purchase assignments held by the General Services Administration as listed in § 5.1201–8.

§ 5.703 Procuring Helium under Public Law 86–777.

* * * * *

(c) Department of Defense activities will make a determination annually as to whether or not helium in cylinders and trailers will be obtained directly from the Bureau of Mines or through Federal Supply Schedules. If a determination is made that it is more economical to obtain such helium through Federal Supply Schedules, the estimated requirements will be processed to GSA. Once estimated requirements are processed to GSA, the resultant Federal Supply Schedule (FSG 68, Part III, Section G) is mandatory on the requiring activities for the contract period.

PART 6—FOREIGN PURCHASES

6. Sections 6.401–3, 6.401–4, 6.603–1 (b)(4), 6.603–3, 6.603–4, 6.603–5, and 6.605–2 are revised; § 6.705–4 is added, as follows:

§ 6.401–3 Certain supplies of foreign origin.

The following supplies, if of foreign origin and however processed, shall be presumed to have originated from communist (Chinese) areas and shall not be acquired for public use unless (a) such supplies have been lawfully imported into the United States, its possessions, or Puerto Rico, or (b) the supplies are acquired directly from the countries indicated:

Aniseed star	None.
Aniseed oil	None.
Antiques, Chinese type (except Chinese porcelain which qualified under items 766.20–25 of Title I—Tariff Schedules of the United States, Tariff Act of 1930, as amended, and which is decorated with the armorial bearing, crests, monograms, cyphers, or badges of European or American families or societies or bearing motifs based thereon, or with European or American political, memorial, or Masonic scenes or devices, or with European or American figures, ships, or other scenes, or with motifs or inscriptions in English, Latin, or any other European language.)	None.
Bamboo, split	None.
Braids, straw	Italy, Japan.
Bristles, hog (except nondyed European hog bristles)	None.
Brushes, paint and hair pencil, and parts thereof, containing hog bristles more than 1½ inches in total length or more than 1¼ inches in length out of the ferrule.	None.
Carpet wool, Tibetan and Nepalese types	None.
Cashmere	Iran.
Cassia	Indonesia.
Cassia oil	None.
Chinese type:	
Art objects	None.
Beverages	None.
Drugs	None.
Foodstuffs	None.
Garments	None.
Herbs	None.
Ivory articles	None.
Jade articles	None.
Medicines, prepared	None.
Rugs	None.
Tea	Formosa.
Cinnamic aldehyde	None.
Cinnamon oil	Ceylon, Seychelles.
Cornmint oil	Argentina, Brazil.
Eggs, poultry:	
Whole in the shell, preserved	None.
Dried (whole, albumen or yolks)	None.
Embroideries and embroidered articles of types chiefly imported from China prior to Dec. 17, 1950.	None.
Feathers and down, Asiatic, except peacock feathers	Burma, India, Formosa, Thailand, and those areas of Viet-Nam which are not under Communist control.
Firecrackers	None.
Floor coverings, grass, straw and seagrass	Japan.
Fur skins:	
Goat and kid	Argentina, Ethiopia, Iran, Iraq.
Kolinsky	Republic of Korea.
Weasel	Canada.
Gallnuts, except Aleppo gallnuts	None.
Ginger root, candied or otherwise prepared or preserved	None.
Hair, human, Asiatic	None.
Hats, unfinished:	
Manila hemp (abaca)	None.
Palm leaf	Mexico, Philippines.
Straw	Brazil, Dominican Republic, Italy, Japan, Philippines.
Jade stones, cut but not set, suitable for use in jewelry	None.
Menthol, natural and synthetic (except racemic)	Brazil.
Musk	None.
Rutin	None.
Seagrass mats and squares	Japan.
Silk, tussah, muga, eri	None.
Silk piece goods, tussah, muga, eri	None.
Sophera Japonica	None.
Tannic acid, from gallnuts other than Aleppo gallnuts	None.
Tung oil	Argentina, Brazil, Paraguay.
Walnuts, except black or pickled walnuts	France, Iran, Italy, Turkey.
Yak hair	None.

§ 6.401–4 Certain supplies from Hong Kong, Macao, and communist areas.

The following supplies, however processed, which are or were located in or transported from or through Hong Kong, Macao, or any communist area (see § 6.401–2) shall be presumed to have originated from communist (Chinese) areas, and shall not be acquired for public use unless such supplies have been lawfully imported into the United States, its possessions, or Puerto Rico:

Agar-agar.
Bamboo:
  Bags, baskets and other manufactures, except furniture.
  Poles and sticks.
Brocades and brocade articles.
Camphor, natural and synthetic.
Camphor oil, natural and synthetic.
Cane webbing.
Carpet wool.
Carpets.
Castor beans.
Castor oil.
Chinaware.
Citronella oil.
Cotton manufactures.
Cotton waste.
Earthenware.
Embroideries and embroidered articles.
Feather manufactures.
Glass, sheet (window).
Graphite.
Hair, animal.
Hair nets of any material.
Handkerchiefs.
Hardwood manufactures, except bentwood furniture.
Hats, paper.
Hides, buffalo.
Honey.
Ivory manufactures.
Lace and lace articles.
Linen manufactures, except wearing apparel not containing any lace, embroidery or brocade.
Marine products, edible.
Ores and metals:
  Antimony.
  Bismuth.
  Mercury.
  Molybdenum.
  Tin.
  Tungsten.
Peanut oil.
Peanuts.
Pigeons, frozen or otherwise prepared or preserved.
Poultry, frozen or otherwise prepared or preserved.
Ramie.
Rugs.
Seagrass manufactures.
Sesame oil.
Sesame seed.
Shoes, leather soled with non-leather uppers, except ladies' high-heel shoes.
Silk:
  Manufactures except Western style suits and Indian saris.
  Raw.
  Waste.
Skins, deer and goat.
Stones, semiprecious.
Stones, semiprecious, manufactures.
Straw manufactures.
Tapestries.
Tapioca.
Tapioca flour.

§ 6.603–1 Definition.

* * * * *

(b) * * *

(4) Consists of captured enemy war material, materials requisitioned by U.S. forces abroad, or materials rebuilt from other materials owned by, or turned over to U.S. forces, or materials loaned or given to a Military Department of the U.S. Government under exchange agreements with foreign governments.

§ 6.603–3 Contract clauses.

(a) *Duty-free entry for designated items.* Within the limits of § 6.603–2(a), the following clause shall be used where the contracting officer definitely knows at the time of execution of the contract that foreign supplies (other than those for which duty-free entry is to be accorded pursuant to a clause authorized by § 6.605), on which the estimated aggregate duty exceeds $1,000, are to be imported into the United States, its possessions, or Puerto Rico, in connection with performance of the contract.

DUTY-FREE ENTRY FOR CERTAIN SPECIFIED ITEMS (FEBRUARY 1970)

(a) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price on account of duty with respect to those supplies that are specifically identified in the Schedule as supplies to be accorded duty-free entry.

(b) The Contractor warrants that all such supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract, and that duty shall be paid by the Contractor to the extent that such supplies, or any portion thereof (if not scrap or salvage), are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer.

(c) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate in order to obtain the duty-free entry of supplies as to which the shipping documents bear the notation specified in paragraph (d) below, except as the Contractor may otherwise agree.

(d) All shipping documents covering those supplies that are specifically identified in the Schedule as supplies to be accorded duty-free entry, shall consign the shipments to the appropriate Military Department, in care of the particular Contractor including the Contractor's delivery address or the appropriate military installation and shall bear the following information:

(i) Government prime contract number;

(ii) Indentification of carrier;

(iii) The notation: "United States Department of Defense—Duty-Free Entry To Be Claimed pursuant to Schedule 8, Part 3, Item No. 832.00, Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, kindly release shipment under section 8.59CR and notify the (1) Commander, Defense Contract Administration Services Region, Detroit, 1580 East Grand Boulevard, Detroit, Mich. 48211 for shipments arriving from Canada; (ii) Commander, Defense Contract Administration Services Region, New York, 60 Hudson Street, New York, N.Y. 10013 for shipments arriving from the European, Middle East, and Africa Areas; (iii) Commander, DCASR, Dallas, Merchandise Mart Building, 500 South Ervay Street, Dallas, Tex. 75201 for shipments arriving from the Caribbean and South America areas; or (iv) Commander, DCASR, San Francisco, 866 Malcolm Road, Burlingame, Calif. 94010 for shipments arriving from Pacific areas, who or whose authorized representative will execute Customs Forms 7501 and 7501A and the Duty-Free Entry Certificate.";

(iv) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(v) Estimated value in U.S. dollars.

(e) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (d) above and mark all packages U.S. Department of Defense to qualify for duty-free entry and to prepare a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry. The foreign supplier shall also be instructed to forward, at the time of shipment, a memorandum copy of the bill of lading (or other shipping document) to the designated Government representative.

(f) The Contractor will make appropriate provisions in subcontracts hereunder to assure that the entire substance of this clause is agreed to by each first- or lower-tier subcontractor, if any, who will import into the United States, its possessions, or Puerto Rico, supplies identified in the Schedule as supplies to be accorded duty-free entry.

When the Duty-Free Entry for Certain Specified Items clause is used, the following clause shall be inserted in the Schedule:

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DECEMBER 1965)

In accordance with paragraph (a) of the clause hereof entitled "Duty-Free Entry for Certain Specified Items", the following supplies are hereby identified as supplies to be accorded duty-free entry:

(b) *Duty-free entry for items not identified in the contract.* Within the limits of § 6.603–2(a), the following clause shall be used unless the contracting officer anticipates that, in connection with the performance of the contract, neither the prime contractor nor any first-tier subcontractor will make any purchase of foreign supplies in excess of $10,000 that would not be covered either by the clause in paragraph (a) of this section or by a clause authorized by § 6.605.

NOTICE OF IMPORTS—POSSIBLE DUTY-FREE ENTRY (FEBRUARY 1970)

(a) Except as provided in paragraph (c) below, the Contractor shall notify the Contracting Officer in writing of any purchase in excess of $10,000 by the Contractor of foreign supplies (including without limitation raw materials, components, and intermediate assemblies) that are to be imported into the United States, its possessions, or Puerto Rico, for delivery to the Government, or for incorporation in end items to be delivered to the Government, under this contract: *Provided*, That if this contract contains any other clause providing for duty-free entry, such notice is not required for any supplies that are to be accorded duty-free entry under any other such clause. Any such notice shall be furnished to the Contracting Officer at least twenty (20) days

before the importation of any supplies pursuant to any such purchase. The notice shall identify (i) the foreign supplies, (ii) the estimated amount of duty payable thereon, and (iii) the country of origin.

(b) If, within ten (10) days of receipt of any notice under (a) above, the Contracting Officer notifies the Contractor in writing that the Government will issue duty-free entry certificates for such foreign supplies, or if the Government otherwise tenders and the Contractor agrees to the issuance of such a duty-free entry certificate, the following subparagraphs shall apply:

(1) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty which would be payable if duty-free entry certificates were not issued pursuant to the provisions of this clause.

(2) The Contractor warrants that all such foreign supplies for which duty-free entry certificates are to be issued in accordance with this clause are intended to be delivered to the Government or incorporated in end items to be delivered under this contract, and that duty shall be paid by the Contractor to the extent that such supplies or any portion thereof (if not scrap or salvage), are diverted to non-governmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer.

(3) The Government agrees to execute duty-free certificates and to afford appropriate assistance in order to obtain the duty-free entry of such foreign supplies as to which, pursuant to subparagraph (4) below, the shipping documents bear the notation specified therein, except as the Contractor may otherwise agree.

(4) All shipping documents submitted to Customs, covering foreign supplies for which duty-free entry certificates are to be issued in accordance with this clause shall consign the shipments to the appropriate (i) Military Department in care of the particular Contractor including the Contractor's delivery address, or (ii) the appropriate military installation and shall bear the following information:

(i) Government prime contract number;

(ii) Identification of carrier;

(iii) The notation: "United States Department of Defense—Duty-Free Entry To Be Claimed pursuant to Schedule 8, Part 3, Item No. 832.00, Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, kindly release shipment under section 8.59CR and notify the (i) Commander, Defense Contract Administration Services Region, Detroit, 1580 East Grand Boulevard, Detroit, Mich., 48211, for shipments arriving from Canada; (ii) Commander, Defense Contract Administration Service Region, New York, 60 Hudson Street, New York, N.Y. 10013, for shipments arriving from the European, Middle East, and Africa areas; (iii) Commander, DCASR, Dallas, Merchandise Mart Building, 500 South Ervay Street, Dallas, Tex. 75201, for shipments arriving from the Caribbean and South America areas; or (iv) Commander, DCASR, San Francisco, 866 Malcolm Road, Burlingame, Calif. 94010, for shipments arriving from Pacific area, who or whose authorized representative will execute Customs Forms 7501 and 7501A and the Duty-Free Entry Certificate.";

(iv) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(v) Estimated value in U.S. dollars.

(5) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (4) above and mark all packages U.S. Department of Defense to qualify for duty-free entry and to prepare a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry. The foreign supplier shall also be instructed to forward, at the time of shipment, a memorandum copy of the bill of lading (or other shipping document) to the designated Government representative.

(c) This clause shall not apply to purchases of foreign supplies in connection with this contract if (i) such foreign supplies are identical in nature with supplies purchased by the Contractor or any subcontractor hereunder in connection with his commercial business, and (ii) segregation of such supplies to insure use only on Government contract containing duty-free entry provisions is not economical or feasible.

(d) The Contractor agrees to insert the substance of this clause in any first-tier subcontract hereunder in connection with which foreign supplies in excess of $10,000 may be imported by the subcontractor into the United States, its possessions, or Puerto Rico.

§ 6.603–4 Customs entries and duty-free certificates.

(a) Whenever a prime contract involving foreign supplies contains the clause set forth in § 6.603–3 (a) or (b), the contract administration office designated in the contract shall furnish the appropriate DCSAR information substantially as follows:

To: Commander,
DCASR, _____,
Attention: Transportation Officer.

Contract _____ issued to _____
(*Contractor*)
_____ contains—

☐ ASPR Clause 6-603.3(b), Notice of Imports—Possible Duty-Free Entry.

☐ ASPR Clause 6-603.3(a), Duty-Free Entry for Certain Specified Items which provides for the following supplies to be accorded duty-free entry (NOTE: The contract schedule setting forth these supplies may be furnished in lieu of this listing.):

_____

_____

This contract is expected to be completed by _____.

Signature _____
Title _____

(b) For procedures applicable to Canadian supplies, see § 6.605–4(a).

(c) When the Government agrees to execute duty-free entry certificates for supplies, in accordance with the clauses set forth in § 6.603–3 or authorized by § 6.605, the contractor shall be notified that the foreign supplier is to include on the bill of lading (or other shipping document) the information required to be inserted on such documents as provided in the clause. Failure to include such information on the bill of lading (or other shipping document) will result in the shipment being treated as a shipment without benefit of free entry under Schedule 8, Part 3, Item No. 832.00, Tariff Schedules of the United States.

(d) The designated Government representative shall retain the memorandum copy of the bill of lading (or other shipping document) pending notification by the District Director of Customs that the shipment has been released. The notification will contain a request for Customs Form 7501, Customs Form 7501A, and the duty-free entry certificate.

(e) Upon receipt of a request for duty-free entry, the designated Government representative shall promptly prepare the required Customs Forms and execute the duty-free entry certificate in accordance with paragraph (f) of this section and forward two copies of Customs Form 7501 and one copy of Customs Form 7501A to the District Director of Customs submitting the request.

(f) The duty-free entry certificate referred to in this paragraph shall be printed, stamped, or typed on the face of Customs Form 7501 or attached thereto in the following form:

(February 1968)

I certify that the procurement of this material constituted an emergency purchase of war material abroad by the (indicate Department of the Army, Department of the Navy, Department of the Air Force, or Defense Supply Agency) and it is accordingly requested that such material be admitted free of duty pursuant to Schedule 8, Part 3, Item No. 832.00, Tariff Schedules of the United States.

_____
(Name)

_____
((Title), who has been designated to execute free entry certificates for the above named (Department or Agency))

_____
(Organization)

§ 6.603–5 Immediate release permits.

Immediate release permits, executed on Customs Form 3461 (Application for Special Permit for Delivery of Perishable and Other Articles, Immediate Delivery of Which Is Necessary), entitle all shipments qualifying as "emergency purchases of war material abroad" to be released immediately by the District Directors of Customs at the various ports of entry, prior to and pending the filing of Customs Forms 7501 and 7501A and a duty-free entry certificate. The existence of an immediate release permit on file at a port of entry does not dispense with the necessity of filing Customs Forms 7501 and 7501A and such duty-free entry certificates as are appropriate. Each Department shall designate the individuals responsible for issuance of Immediate Release Permits.

§ 6.605–2 Contract clause.

Every contract in excess of $2,500 except construction contracts, that includes the procurement of end items contained in the list maintained by the Department concerned pursuant to § 6.1035(a) shall include the following clause unless it is reasonably certain that no supplies will be imported from Canada by the contractor or any first- or lower-tier subcontractor in connection with the performance of the contract. The clause shall be included in invitations for bids or requests for proposals that are expected to lead to such a contract.

DUTY-FREE ENTRY—CANADIAN SUPPLIES
(FEBRUARY 1970)

(a) Except as otherwise approved by the Contracting Officer, no amount is or will be

included in the contract price on account of duty with respect to—

(i) All end items which constitute "Canadian end products" (as defined in paragraph 6–101 of the Armed Services Procurement Regulation) to be delivered under this contract; and

(ii) All supplies (including, without limitation, raw materials, components and intermediate assemblies) produced or made in Canada which are to be incorporated in the end items to be delivered under this contract: *Provided*, That such end items are made in the United States or Canada;

except supplies imported into the United States prior to the date of this contract, or, in the case of supplies imported by a first- or lower-tier subcontractor hereunder, prior to the date of his subcontract.

(b) The Contractor warrants that all such Canadian supplies, for which such duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract, and that duty shall be paid by the Contractor to the extent that such supplies, or any portion thereof (if not scrap or salvage), are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer.

(c) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate in order to obtain the duty-free entry of Canadian end products or supplies as to which the shipping documents bear the notation specified in paragraph (d) below, except as the Contractor may otherwise agree.

(d) All shipping documents submitted to Customs, covering such Canadian end products or supplies for which duty-free entry is to be claimed, shall bear the following information:

(i) Government prime contract number;

(ii) Identification of carrier;

(iii) The notation: "United States Department of Defense Duty-Free Entry To Be Claimed pursuant to Schedule 8, Part 3, Item No. 832.00, Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, kindly release the shipments under 8.59CP and notify the Director, Defense Contract Administration Services Region, Detroit, 1580 East Grand Boulevard, Detroit, Mich. 48211, who will execute Customs Forms 7501 and 7501A and the Duty-Free Entry Certificate.";

(iv) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(v) Estimated value in U.S. dollars.

(e) The Contractor agrees to instruct the foreign supplier to prepare a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry. The foreign supplier shall also be instructed to forward at the time of shipment, a memorandum copy of the bill of lading (or other shipping document) to the designated Government representative.

(f) This clause shall not apply to purchases of Canadian supplies in connection with this contract if (i) such Canadian supplies are identical in nature with supplies purchased by the Contractor or any subcontractor hereunder in connection with his commercial business, and (ii) it is not economical or feasible to account for such supplies so as to assure that the amount of such supplies for which duty-free entry is claimed pursuant to this clause does not exceed the amount thereof purchased in connection with this contract.

(g) The Contractor agrees to insert the substance of this clause, including this paragraph (g), in all subcontracts for supplies hereunder that exceed $2,500. Each such subcontract shall require the subcontractor to identify this contract by its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause.

If the procurement covers both listed and unlisted end items, the foregoing clause should be modified so as to limit its application to the listed end items.

§ 6.705–4 Recovery of nonrecurring costs.

See §§ 4.110(d) and 7.104–64(a) of this chapter.

PART 7—CONTRACT CLAUSES

7. Sections 7.104–31, 7.104–62, and 7.104–64(a) are revised; §§ 7.108–3, 7.204–29, 7.303–11, and 7.403–31 are added, as follows:

§ 7.104–31 Duty-free entry.

(a) *Duty-free entry for designated items.* In accordance with § 6.603–3(a) of this chapter, insert the clause set forth therein.

(b) *Duty-free entry for items not identified in the contract.* In accordance with § 6.603–3(b) of this chapter, insert the clause set forth therein.

§ 7.104–62 Material inspection and receiving report.

Insert the following clause in all contracts which anticipate delivery of a separate and distinct object or entity whether separately priced or not.

MATERIAL INSPECTION AND RECEIVING REPORT (DECEMBER 1969)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by ASPR Appendix I, "Material Inspection and Receiving Report."

However, when contract administration is retained by the purchasing office, the clause is not required in the following situations unless the use of a MIRR is desired by the contracting officer:

(a) Procurements effected under Subpart F, Part 3 of this chapter—Small Purchase and Other Simplified Purchase Procedures;

(b) Negotiated subsistence procurements;

(c) Procurements of fresh milk and related fresh dairy products;

(d) Contracts for which the end item is a scientific or technical report;

(e) Research and development procurements not requiring the delivery of separately priced end items;

(f) Base, post, camp or station procurements;

(g) In overseas areas when the contracting officer determines that the preparation and distribution of DD Form 250 by the contractor would be impracticable, the contracting officer shall arrange for the contractor to provide the information necessary for the preparation of the DD Form 250 by the contract administration personnel; and

(h) Procurements for services where hardware is not acquired as an item in the contract, e.g., level of effort type contracts; field service type contracts, etc.

A MIRR is not required when indefinite delivery type contracts are placed by central procurement offices which authorize only base, post, camp or station activities to issue orders: *Provided*, That such contract and orders are not assigned for administration.

§ 7.104–64 Recovery of nonrecurring costs on non-U.S. Government sales of defense equipment.

In accordance with § 4.110(d) of this chapter insert the following clause as appropriate.

(a) *Recovery of nonrecurring costs on foreign commercial sales.*

RECOVERY OF NONRECURRING COSTS ON FOREIGN COMMERCIAL SALES (NOVEMBER 1969)

(a) In the event the Contractor intends to enter into foreign sales or license agreements for the items in this contract or essentially similar items, he shall promptly notify the Contracting Officer. The Contractor agrees that he will adjust this contract by an amount or amounts calculated to reimburse the Government for a pro rata share of its expenditures for nonrecurring costs applicable to the items. In the event that this contract has been finally settled, adjustment shall be accomplished by payment to the Government.

(1) Nonrecurring costs include such costs as research development, test, evaluation, preproduction, facilities, special tooling, special test equipment, production engineering, product improvement, destructive testing, and pilot model production, testing and evaluation.

(2) For each foreign sale or license agreement the amount to be reimbursed to the DOD for the DOD nonrecurring costs shall be determined by dividing the total DOD nonrecurring costs, incurred and projected to be incurred, by the total production quantity of the item, past and projected, including the production quantity for the DOD and multiplying the results by the quantity involved in each such sale or license agreement.

(3) The phrase "foreign sales or license agreements" includes all sales to or license agreements with foreign buyers, including foreign governments and international organizations, directly by U.S. domestic firms.

(b) Notwithstanding the provisions of the clauses of this contract entitled "Patents Rights—(Licenses)" and "Rights in Technical Data," the Contractor agrees that his rights to enter into production for foreign sales of the items or essentially similar items are expressly contingent upon compliance with the provisions of this clause provided that the Secretary of Defense or his designee may waive the Government's rights under this clause, in whole or in part, whenever he determines that such action would be in the best interests of the Government.

* * * * *

§ 7.108–3 Special termination costs.

In accordance with § 8.712 of this chapter insert the following clause.

SPECIAL TERMINATION COSTS (FEBRUARY 1970)

(a) Notwithstanding the clause of this contract entitled "Limitation of Costs/Limitation of Funds," the Contractor shall not include in his estimate of costs incurred or to be incurred, or of the total amount payable by the Government, any amount for

Special Termination Costs, as herein defined, to which the Contractor may be entitled in the event this contract is terminated for the convenience of the Government. The Contractor agrees to perform this contract in such a manner that its claim for such Special Termination Costs will not exceed $_____. The Government shall have no obligation to pay the Contractor any amount for such Special Termination Costs in excess of such amount. Special Termination Costs for the purpose of this contract are defined as costs only in the following categories:

(i) Severance pay as provided in ASPR 15-205.39(b)(ii);

(ii) Reasonable post termination plant maintenance and operation costs, if expressly made allowable under other provisions of this contract;

(iii) Settlement expenses as provided in ASPR 15-205.42(f);

(iv) Cost of return of field service personnel from sites;

(v) Costs in categories (i), (ii), (iii), and (iv) above to which subcontractors may be entitled in the event of termination.

(b) In the event of termination for the convenience of the Goverment, the amount of such Special Termination Costs shall be determined in accordance with the provisions of the contract and this clause shall not be construed as affecting the allowability of such costs in any manner other than limiting the maximum amount payable therefor by the Government.

(c) This clause shall remain in full force and effect until this contract is fully funded.

§ 7.204–29 Special termination costs.

In accordance with § 8.712 of this chapter, insert the clause set forth in § 7.108–3.

§ 7.303–11 Special termination costs.

In accordance with § 8.712 of this chapter, insert the clause set forth in § 7.108–3.

§ 7.403–31 Special termination costs.

In accordance with § 8.712 of this chapter, insert the clause set forth in § 7.108–3.

PART 8—TERMINATION OF CONTRACTS

8. Section 8.307–1(d) is revised; § 8.703 is added; § 8.706 is revised, as follows:

§ 8.307–1 Submission of settlement proposals.

* * * * *

(d) DD Form 831 (see § 8.802–3 and F–200.831) may be used when the total claim is less than $10,000, unless otherwise instructed by the TCO. Claims which would normally be included in a single settlement proposal, such as those based on a series of separate orders for the same item under one contract, must be consolidated wherever possible and must not be divided in such a way as to bring them below $10,000.

* * * * *

§ 8.703 Termination Clause for Cost-Reimbursement Type Subcontracts.

The following termination clause is suggested for use in cost-reimbursement type subcontracts.

SUBCONTRACT TERMINATION CLAUSE—COST-REIMBURSEMENT TYPE

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

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

(ii) Whenever for any reason the Buyer shall determine that such termination is in the best interest of the Buyer.

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

(b) After receipt of a Notice of Termination and except as otherwise directed by the Buyer, the Seller shall:

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

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

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

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

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

(vi) Transfer title (to the extent that title has not already been transferred) and, in the manner, to the extent, and at the times directed by the Buyer, deliver (A) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination, (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Buyer, and (C), the jigs, dies, and fixtures, and other special tools and tooling acquired or manufactured for the performance of this contract for the cost of which the Seller has been or will be reimbursed under this contract;

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

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

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

The Seller shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost, under this clause.

(c) After receipt of a Notice of Termination, the Seller shall submit to the Buyer his termination claim in the form and with the certification prescribed by the Buyer. Such claim shall be submitted promptly, but in no event later than 6 months from the effective date of termination, unless one or more extensions in writing are granted by the Buyer, upon request of the Seller made in writing within such 6-month period or authorized extension thereof. However, if the Buyer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 6-month period or any extension thereof. Upon failure of the Seller to submit his termination claim within the time allowed, the Buyer may determine, on the basis of information available to him, the amount, if any, due to the Seller by reason of the termination and shall thereupon pay to the Seller the amount so determined.

(d) Subject to the provisions of paragraph (c), the Seller and the Buyer may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee) to the Seller by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Seller shall be paid the agreed amount.

(e) In the event of the failure of the Seller and the Buyer to agree in whole or in part, as provided in paragraph (d), as to the amounts with respect to cost and fee, or as to the amount of the fee, to be paid to the Seller in connection with the termination of work pursuant to this clause, the Buyer shall determine, on the basis of information available to him, the amount, if any, due to the Seller by reason of the termination and shall pay to the Seller the amount determined as follows:

(i) If the settlement includes cost and fee—

(A) There shall be included therein all costs and expenses reimbursable in accordance with this contract, not previously paid to the Seller for the performance of this

contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Buyer: *Provided, however,* That the Seller shall proceed as rapidly as practicable to discontinue such costs;

(B) There shall be included therein so far as not included under (A) above, the costs of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(v) above, which are properly chargeable to the terminated portion of the contract;

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

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

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

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

if the amount determined under this subparagraph (i) is less than the total payment theretofore made to the Seller, the Seller shall repay to the Buyer the excess amount; or

(ii) If the settlement includes only the fee, the amount thereof will be determined in accordance with subparagraph (i)(D) above.

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

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

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

§ 8.706 Subcontract termination clause.

The following termination clause is suggested for use in fixed-price subcontracts.

TERMINATION (FEBRUARY 1970)

(a) The performance of work under this contract may be terminated, in whole or from time to time in part, by the buyer in accordance with this clause. Termination of work hereunder shall be effected by delivery to the seller of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination and except as otherwise directed by the buyer, the seller shall:

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

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

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

(iv) Assign to the buyer, in the manner, and to the extent directed by the buyer all of the right, title, and interest of his seller under the orders or subcontracts so terminated;

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts subject to the approval or ratification of the buyer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(vi) Transfer title and deliver in the manner, to the extent, and at the times directed by the buyer (A) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the buyer;

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

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

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

(c) After receipt of a Notice of Termination, the seller shall submit to the buyer his termination claim, in the form and with the certification prescribed by the buyer. Such claim shall be submitted promptly, but not later than six (6) months from the effective date of termination, unless one or more extensions in writing are granted by the buyer, upon request of seller made in writing within such 6-month period or authorized extensions thereof. However, if the buyer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 6-month period or any extension thereof. Upon failure of the seller to submit his termination claim within the time allowed, the buyer may determine, on the basis of information available to him, the amount, if any, due to the seller in respect to the termination and such determination shall be final. After the buyer has made a determination under this paragraph, he shall pay the seller the amount so determined.

(d) Subject to the provisions of paragraph (c) the seller and the buyer may agree upon the whole or any part of the amount or amounts to be paid to the seller by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done and the buyer shall pay the agreed amount or amounts: *Provided,* That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Nothing in paragraph (e) below prescribing the amount to be paid to the seller in the event of the failure of the seller and the buyer to agree upon the whole amount to be paid to the seller by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the seller pursuant to this paragraph (d).

(e) In the event of the failure of the seller and the buyer to agree as provided in paragraph (d) upon the whole amount to be paid to the seller by reason of the termination of work pursuant to this clause, the buyer shall pay to the seller the amounts determined by the buyer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):

(i) For completed supplies accepted by the buyer (or sold or acquired as provided in paragraph (b)(vii) above) and not theretofore paid for, forthwith a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(ii) The total of—

(A) The cost of such work, including initial costs and preparatory expenses allocable thereto, exclusive of any costs attributable to supplies paid or to be paid for under (i) above; and

(B) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b)(v) above, exclusive of the

amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this contract, which amount shall be included in the cost on account of which payment is made under (A) above; and

(C) A sum, as profit on (A) above, determined by the buyer pursuant to 8-303 of the Armed Services Procurement Regulation, in effect as of the date of execution of this contract, to be fair and reasonable: *Provided, however,* That if it appears that the seller would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(iii) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of the property allocable to this contract.

The total sum to be paid to the seller under (i) and (ii) above shall not exceed the total contract price reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage and except to the extent that the buyer or the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the seller under (i) and (ii) (A) above the fair value as determined by the buyer of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the buyer or to a purchaser pursuant to paragraph (b) (vii).

(f) The obligation of the buyer to make any payments under this clause shall be subject to deductions with respect to (i) all unliquidated advance or other payments on account theretofore made to the seller applicable to the terminated portion of this contract, (ii) any claim which the buyer may have against the seller, in connection with this contract, and (iii) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things retained by the seller or sold, and not otherwise recovered by or credited to the buyer.

(g) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the seller may file with the buyer a request in writing that an equitable adjustment be made in the price or prices specified in the contract for the work in connection with the continued portion not terminated by the Notice of Termination, and the appropriate equitable adjustment shall be made in such price or prices.

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

(i) For the purpose of paragraphs (c) and (e) above, the amounts of the payments to be made by the buyer to the seller shall be determined in conformity with the policies and principles set forth in section VII of the Armed Services Procurement Regulation in effect at the date of this contract. Unless otherwise provided for in this contract, or by applicable statute, the seller, for a period of 3 years after final settlement under the contract shall make available to the buyer and the Government at all reasonable times at the office of the seller all his books, records, documents, or other evidence bearing on the costs and expenses of the seller under the contract and in respect of the termination of work hereunder or, to the extent approved by the Government, photographs, microphotographs, or other authentic reproductions thereof.

In accordance with § 163.119 of this chapter, the last sentence of paragraph (h) in the above clause may be deleted in subcontracts with agencies of the U.S. Government, foreign governments or agencies thereof, state or local governments or agencies thereof, or nonprofit contracts with nonprofit educational or research institutions.

PART 9—PATENTS, DATA, AND COPYRIGHTS

9. Section 9.107–4(b)(3) is revised, as follows:

§ 9.107–4 Procedures.

* * * * *

(b) *Category I.* * * *

(3) Under Category I(3) in § 9.107–3(a), the contract must be for an end product in a field of science or technology in which, at the time the contract is entered into, there has been little or no significant experience except for work funded by the Government or where the Government has been the principal developer. If the contracting officer determines that the proposed contract is in such a field of science or technology, he then shall determine whether the contractor would likely get a preferred or dominant commercial position in that field if he were permitted to acquire title to inventions made under the contract. It would be inequitable to other commercial manufacturers or sources to permit a contractor to acquire such a preferred or dominant commercial position based principally upon work funded by the Government. When said determination is based on § 9.107–3(a)(3), notice to that effect will be included in the solicitation. If the contractor to whom the award is to be made challenges the applicability of this provision, the contracting officer will review the basis for his determination and provide the contractor with the reason for his conclusion. If the contracting officer and the contractor cannot then resolve the issue, the contracting officer will promptly forward the problem to the head of the procuring activity for resolution. If award of the contract cannot be delayed, the contracting officer may proceed with the procurement pending resolution of the issue, provided the contract contains the Patent Rights (Title) clause set forth in § 9.107–5(a), accompanied by the following statement: "Contractor agrees to accept the Patent Rights Clause which is ultimately determined, by the head of the procuring activity, to be the appropriate one."

* * * * *

PART 10—BONDS, INSURANCE, AND INDEMNIFICATION

10. Sections 10.101–9 and 10.105–2 are revoked, as follows:

§ 10.101–9 Patent infringement bond. [Revoked]

§ 10.105–2 Fidelity and forgery bonds. [Revoked]

PART 12—LABOR

11. Section 12.604 is revised, as follows:

§ 12.604 Eligibility of a bidder or offeror.

(a) *Determination of eligibility and protests concerning.* (1) The initial responsibility for applying the eligibility requirements set forth in § 12.601 and § 12.603 rests with the procuring contracting officer. The Department of Labor does not conduct preaward investigations or render final determinations until the procuring contracting officer has initially determined whether the eligibility requirements have been met.

(2) When the procuring contracting officer has determined that an apparently successful bidder or offeror is ineligible, he shall notify him promptly in writing and inform him:

(i) That he does not meet the eligibility requirements, and the reason therefor;

(ii) That if he wishes to protest such determination, he may submit evidence concerning his eligibility to the contracting officer;

(iii) That if, after review of the evidence submitted by the bidder or offeror, the contracting officer has not changed his position, he will forward the bidder or offeror's protest, together with all pertinent material, to the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor for a final determination, and so notify the bidder or offeror.

(3) When another bidder or offeror challenges the eligibility of the apparently successful bidder or offeror prior to award:

(i) The contracting officer shall notify the protestor promptly in writing:

(*a*) That he may submit evidence concerning the noneligibility to the contracting officer;

(*b*) That after review of such evidence, the contracting officer will make a decision thereon and if the decision is unfavorable to the protester forward the

protest, together with all pertinent material, to the Administrator of the Wage and Hour and Public Contracts Divisions for a final determination;

(ii) The contracting officer shall notify the apparently successful bidder or offeror promptly in writing that his eligibility under the Walsh-Healey Act has been challenged and:

(*a*) That he may submit evidence concerning the matter to the contracting officer;

(*b*) That after review of such evidence, the contracting officer will make a decision thereon and if adverse to the protester, forward the protest, together with all pertinent material, to the Administrator of the Wage and Hour and Public Contracts Divisions for a final determination.

(4) Notification to other bidders or offerors: Bidders or offerors whose bids or offers might become eligible for award should be notified of the protest when an award is to be held up under subparagraph (2) or (3) of this paragraph, and requested to extend their acceptance period, if needed.

(5) If the contracting officer forwards the case to the Department of Labor for review of eligibility under the Walsh-Healey Act, award will be held in abeyance until the contracting officer receives a final determination from the Department of Labor or the contracting officer determines that award should be made because:

(i) The items to be procured are urgently required; or

(ii) Delivery or performance will be unduly delayed by failure to make award promptly; or

(iii) A prompt award will otherwise be advantageous to the Government.

If the contracting officer decides to proceed with the award, he shall give written notice of the decision to proceed to the protester and as appropriate to others concerned.

(6) If an award is made under subparagraph (5) of this paragraph, the contracting officer shall document the file to explain the need for making an award prior to the receipt of a determination from the Department of Labor.

(7) Protests after award: A protest received after award shall be forwarded to the Department of Labor if the contract has not been completed, and the protester so notified. If the contract has been completed, the protester shall be notified that no action will be taken in the protest.

(b) *Additional responsibilities of contracting officers.* When the Walsh-Healey Public Contracts Act is applicable and pursuant to regulations or instructions issued by the Secretary of Labor and in accordance with procedures prescribed by each respective Military Department:

(i) The procuring contracting officer shall:

(*a*) Inform prospective contractors of the applicability of minimum wage determinations; and

(*b*) Report promptly to the ACO any violation of the representation or stipulation required by the Walsh-Healey Act that he becomes aware of.

(ii) The administrative contracting officer shall:

(*a*) Furnish to the contractor a poster (Form PC–13) and a form letter (Form PC–12) explaining the Walsh-Healey Act (forms are available through normal publication supply channels); and

(*b*) Report to the Department of Labor any violation of the representations or stipulations required by the Walsh-Healey Act.

PART 14—PROCUREMENT QUALITY ASSURANCE

12. Sections 14.201(c) and 14.406 are revised, as follows:

§ 14.201 Organization responsible for technical requirements.

* * * * *

(c) The activity responsible for technical requirements may also prepare instructions regarding the type and extent of Government inspections pertaining to contracts for specific supplies or services that are complex or for which unusual requirements have been established. Such instructions shall be kept to a minimum taking into account the policy contained in § 14.403(a). Normally, issuance of these instructions will not be appropriate for standard commercial items except when items having critical characteristics are being purchased. After issuance of these instructions, production problems, product-oriented visits, user experience and input from the contract administration office shall be analyzed periodically to determine whether conditions warrant a change in type and extent of the inspection requirements. Such analysis may result in decreasing or increasing Government inspection. These instructions shall be prepared on a contract-by-contract basis and shall not be issued:

(1) As a substitute for incomplete contract quality requirements;

(2) Where the contract does not impose equal or greater inspection requirements on the contractor;

(3) Encompassing broad or general designations such as "all requirements," "all characteristics," or "all characteristics in the classification of defects;"

(4) On routine administrative procedures; or

(5) Specifying continued inspection requirements when statistically sound sampling will provide an adequate degree of protection.

(d) In the preparation of such instructions, the technical activity shall consider, to the extent available and applicable, such factors as:

(1) The past quality history of the contractor;

(2) The criticality of the materiel procured in relation to its ultimate use considering such factors as reliability, safety and interchangeability;

(3) Problems encountered in the development of the product;

(4) Problems encountered in the acquisition of the same or similar materiel;

(5) Previously generated feedback data from receiving, testing or using activities; and

(6) Other contractor's experience in overcoming manufacturing problems.

When knowledge of the determining factors, which resulted in the requirement for Government inspection, would be useful to the contract administration office in performing the procurement quality assurance function, these factors should be provided to the contract administration office.

§ 14.406 Nonconforming supplies and services.

(a) It is the policy of the Government that supplies or services which do not conform in all respects to the contract requirements should be rejected. Ordinarily, they will be rejected when the failure to conform adversely affects one or more of the following major areas: (1) Performance, (2) durability, (3) reliability, (4) interchangeability, (5) effective use or operations, (6) weight or appearance (where a factor), or (7) health or safety. However, there may be circumstances (e.g., reasons of economy or urgency) when acceptance of such nonconforming supplies or services is in the interests of the Government. Except as provided in paragraph (d) of this section, final decision for acceptance shall be made by the procuring contracting officer based on information furnished by the contract administration office. The information shall be in writing except that in urgent cases it may be furnished orally and confirmed in writing. The information shall include:

(i) Information explaining in what respect the supplies or services fail to conform to the contract requirements;

(ii) If feasible, a request from the contractor for acceptance of the supplies or services;

(iii) Reasons for recommending acceptance or rejection of the supplies or services offered; and

(iv) If acceptance is recommended, what adjustment is deemed appropriate or has been offered by the contractor (if known).

The procuring contracting officer shall, in appropriate cases, obtain the concurrence of the military activity responsible for the technical requirements. In addition, where health factors are involved, concurrence shall also be obtained from the Surgeons General of the Departments.

(b) Contractors ordinarily shall be given an opportunity to correct or replace nonconforming supplies or services if this can be done within the required delivery schedule. Unless the contract provides otherwise, such correction or replacement shall be made without additional cost to the Government. Paragraph (c) of the standard Inspection clause in § 7.103–5(a) of this chapter reserves to the Government the right to charge the contractor the cost of Government reinspection and retests because of prior rejection.

(c) Rejection of nonconforming supplies or services need not be in writing unless (1) the supplies have been rejected at a point other than

the contractor's plant, (2) the contractor persists in offering nonconforming supplies or services for acceptance, or (3) delivery or performance was late without excusable cause. Any written notice of rejection shall state the reasons for rejection. It is important that a notice of rejection be furnished to the contractor promptly, because if timely notice of rejection is not furnished, acceptance may in certain cases be implied as a matter of law.

(d) When nonconformance of supplies or services is minor in that it does not affect (1) performance, (2) durability, (3) reliability, (4) interchangeability, (5) effective use or operation, (6) weight or appearance (where a factor), or (7) health or safety, the contract administration office shall make the determination regarding the acceptance or rejection of such nonconforming supplies or services, except when authority to do so is withheld by the procuring contracting officer. The contract administration office may establish a joint contractor-contract administration office Material Review Board to assist in making this determination. Acceptance of nonconforming supplies which affect (i) performance, (ii) durability, (iii) reliability, (iv) interchangeability, (v) effective use or operation, (vi) weight or appearance (where a factor), or (vii) health or safety is outside the scope of Material Review Board disposition and must be handled as specified by § 14.406(a).

(e) Each contract under which nonconforming supplies or services are accepted under paragraph (a) of this section shall be modified to provide for an equitable price reduction or other consideration. In the case of minor nonconformances, as discussed in paragraph (d) of this section, the contract shall not be modified, except when it appears to the contract administration office that the savings to the contractor in fabricating the nonconforming supplies or performing the nonconforming services exceed the administrative cost to the Government of processing a contract modification (normally $50), or the best interests of the Government otherwise require that the contract be modified.

(f) Repeated tender of nonconforming supplies or services, including those with only minor defects, should be discouraged by appropriate action such as rejecting the supplies or services whenever feasible and documenting the contractor's performance record.

PART 16—PROCUREMENT FORMS

13. Sections 16.101–1(a), 16.102–1(a), and 16.401–2(b) are revised, as follows:

§ 16.101–1 General.

The following contract forms shall be used in effecting procurements of supplies or services by formal advertising:

(a) Solicitation, Offer, and Award (Standard Form 33), its reverse (Representations, Certifications and Acknowledgements) and Information to Offerors (DD Form 1707), which is printed on blue paper and may be reproduced locally, unless such action is precluded by Departmental direction;

* * * * *

§ 16.102–1 Request for Quotation (Standard Form 18) and Information to Quoters (DD Form 1706).

(a) *General.* Standard Form 18 is authorized and DD Form 1706 is prescribed for obtaining price, cost, delivery, and related information from suppliers. DD Form 1706, which is printed on pink paper, may be reproduced locally, unless such action is precluded by Departmental direction.

* * * * *

§ 16.401–2 Conditions for use.

* * * * *

(b) *Contracts estimated to exceed $2,000 but not to exceed $10,000.* Standard Forms 19, 19–A, and 19–B may be used for these construction contracts executed as a result of formal advertising. Standard Form 22 also may be used. In the alternative, the forms prescribed in paragraph (c) of this section may be used. The additional language set forth in paragraph (a) of this section shall be inserted in the bid portion of Standard Form 19 prior to issuance of the invitation. If the successful bid exceeds $10,000 notwithstanding the Government estimate to the contrary, the contract may be executed on the Standard Form 19 but it will be necessary to add the clauses set forth in § 11.401–1(c) of this chapter (Federal, State, and Local Taxes) and in § 12.804(a) of this chapter (Equal Opportunity) unless exempted by § 12.805 of this chapter. A statement to this effect should be included in the invitation; see § 2.201(b)(46) of this chapter. If the Government estimate is so close to $10,000 as to create a good possibility that the successful bid will exceed such amount, or there are other factors which create such possibility, a contracting officer should use the forms prescribed in paragraph (c) of this section for contracts estimated to exceed $10,000.

* * * * *

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

14. Section 18.702–2(a) is revised; in § 18.704–2, (a)(5), (c), (d)(v), (d)(2), (e), (h), and (k) are revised; §§ 18.704–3(b), 18.704–4 (b) and (c), and 18.704–7 (d) are revised, as follows:

§ 18.702–2 Regulations and determination.

(a) *Department of Labor regulations.* Pursuant to the foregoing statutes and Reorganization Plan No. 14 of 1950 (5 U.S.C. 133z–15), the Secretary of Labor has issued regulations (Parts 3 and 5, Subtitle A, Title 29, Code of Federal Regulations) providing for the administration and enforcement of these statutes in construction contracts. Each Department shall comply with the regulations, rulings, interpretations, and decisions of the Department of Labor issued pursuant to the above provisions. If a question arises concerning such compliance, the Department concerned shall attempt to resolve it with the appropriate office of the Department of Labor. In any case where resolution of the question by higher authority is deemed appropriate, such question shall be submitted, for the Army, to the Labor Advisor, Office of the Assistant Secretary of the Army (Installations and Logistics); for the Navy, to the Chief of Naval Material, Attention: Labor Relations Advisor; for the Air Force, to the Director of Procurement Policy, HQ USAF, Attention: AFSPPMA; and, for the Defense Supply Agency, to Headquarters, Defense Supply Agency, Attention: DCAS–HR. Any such questions which are not resolved by the foregoing procedure shall be referred to the Office of the Assistant Secretary of Defense (I&L) for further action.

* * * * *

§ 18.704–2 Wage determinations.

(a) In general. * * *

(5) After bids have been opened in formally advertised procurement, if (i) it becomes apparent that the wage determination will expire before award or (ii) in fact the wage determination does expire before award, the Secretary, or his designee at a level no lower than the head of a procuring activity, may, upon finding that an extension is in the public interest to prevent injustice, undue hardship, or serious impairment of the conduct of Government business, submit a written request to the Associate Administrator, Division of Wage Determinations, Wage and Labor Standards Administration, U.S. Department of Labor, Washington, D.C. 20210, for an extension of the expiration date. If an extension is not requested, or if it is requested and denied, a new determination shall be requested. If the new determination changes the wage rates, the IFB shall be canceled and the procurement readvertised using the new wage rates.

* * * * *

(c) *Responsibility for obtaining and distributing copies of general wage determinations.* Where it is known that a general wage determination has been issued for the area in which the contract will be performed, it shall be requested in writing from the Chief of Engineers, Attention: ENGGC–L, for the Army; from Naval Facilities Engineering Command (Code 021A), for the Navy; from Headquarters, USAF (AFSPPMA), for the Air Force; and from Headquarters, Defense Supply Agency, Attention: DSAH–PL, for the Defense Supply Agency.

(d) *Procedure for requesting area or installation (54A) or individual wage determinations; responsibility for obtaining and distributing copies.* (1) * * *

(v) When it is known that wage patterns for the area involved are not clearly established, the following information concerning public contracts being performed or recently completed in the area

should be furnished, if reasonably available, as an attachment to Form DB–11 to aid the Associate Administrator:

* * * * *

(2) Requests for determinations shall be initiated and forwarded as provided in subdivisions (i) through (iv) of this subparagraph to the Associate Administrator, Division of Wage Determinations, Wage and Labor Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. Requests shall be submitted in time to reach the Associate Administrator at least 30 days in advance of the date selected for issuance of the solicitation. Requests shall not be made to the Associate Administrator by wire or telephone. When, due to an emergency, a wage determination is required immediately, the requiring office may request assistance from the appropriate Departmental office listed in subdivisions (i) through (iv) of this subparagraph.

(i) For the Army—Form DB–11 shall be initiated by the office responsible for the preparation of specifications or the awarding of contracts, and shall be forwarded in quadruplicate to the appropriate District Engineer, except that in the New England Division the request shall be forwarded to the Division Engineer, New England Division, Corps of Engineers. The original of Form DB–11 shall be sent by the District Engineer to the Associate Administrator, and a copy to the Chief of Engineers, Attention: ENGGC–L. When received, the wage determination shall be returned to the requesting office by the Chief of Engineers through the above channels.

(ii) For the Navy—Within the Naval Facilities Engineering Command, requests shall be initiated by the office responsible for the preparation of specifications. The original of Form DB–11 shall be sent to the Associate Administrator, and a copy to the Naval Facilities Engineering Command (Code 021A). When received, the wage determination shall be returned to the requesting office by the Command Headquarters. Requests relating to contracts of other commands or offices should be processed through the Naval Facilities Engineering Command Headquarters.

(iii) For the Air Force—Requests shall be initiated by a civil engineering officer in cases where he is responsible for preparing the construction specifications, and by the contracting officer administering the contract in cases of subcontracts and facilities contracts. The original of Form DB–11 shall be submitted to the Associate Administrator, and a copy to Headquarters, USAF (AFSPPMA). One copy shall be retained in the requesting office's files. When received, the wage determination shall be returned to the requesting office by Headquarters, USAF (AFSPPMA).

(iv) For the Defense Supply Agency—Requests shall be initiated by the office responsible for the preparation of specifications or award of contracts. The original of Form DB–11 shall be sent to the Associate Administrator with a copy to Headquarters, Defense Supply Agency, Executive Director for Procurement and Production, Attention: DSAH–PL. When received, the wage determination shall be returned to the requesting office by the Executive Director of Procurement and Production, DSAH–PL.

(e) *Review of wage determination decisions.* Immediately upon its receipt, the requesting officer shall examine the wage determination and inform the appropriate office indicated in subparagraph (d)(2) of this section of any changes considered to be necessary or appropriate to correct errors. Private parties requesting changes should be advised to submit their requests to the Associate Administrator.

* * * * *

(h) *Contracts awarded without required wage rates.* If a contract is inadvertently awarded without the required wage determination or modification thereto, and such determination either was not issued by the Associate Administrator or has expired or been rescinded, then the contracting officer shall submit through channels a request to the Associate Administrator for an advisory opinion setting forth the wage rates as of the date of award. Upon receipt of the opinion, the contracting officer shall issue a change order replacing or adding the appropriate material, effective retroactively to the date of award.

* * * * *

(k) *Wage determinations appeals.* The Secretary of Labor has established the Wage Appeals Board, one of whose powers is to decide appeals concerning questions of law and fact arising from decisions of the Associate Administrator with regard to wage determinations issued under the Davis-Bacon Act and related minimum wage statutes. The Secretary of the Department concerned, after coordination with the Office of the Assistant Secretary of Defense (Installations and Logistics), may file a petition for review of, or for intervention in, any matter which it appears may appropriately be brought before the Board. Such petitions shall be prepared and submitted in accordance with procedures established for the Wage Appeals Board in 29 CFR Part 7.

§ 18.704–3 Fringe benefits.

* * * * *

(b) Where the wage determination decision specifies fringe benefits payments, the contractor may satisfy his obligation under the clause entitled Davis-Bacon Act by providing wages consisting of any combination of contributions or costs as specified in paragraph (a) of this section, provided that the total cost of such combination is not less than the total of the basic hourly rate and fringe benefits payments prescribed in the wage determination decision for the classification of laborer or mechanic concerned. Wages provided by the contractor, or fringe benefits payments required by the wage determination decision, may include items which are not stated as exact cash amounts. In such cases, the interested parties shall determine the cash equivalent of the cost of such items when necessary to determine whether the wages provided by the contractor satisfy the requirements of the wage determination. In the event the interested parties are unable to agree on the cash equivalent, the contracting officer, in accordance with paragraph (b) of the clause entitled Davis-Bacon Act, shall submit the question for determination to the Associate Administrator, through the appropriate channel specified in § 18.704–2(d)(2). The submission shall include a comparison of the payments, contributions or costs contained in the wage determination decision with those made or proposed by the contractor as equivalent thereto, together with the comments and recommendations of the contracting officer.

* * * * *

§ 18.704–4 Additional classification.

* * * * *

(b) *Approval.* Upon receipt of the request for authorization, the contracting officer shall review it to determine whether it meets the following criteria:

(1) The classification cannot be fitted into one contained in the applicable wage determination;

(2) The classification is generally recognized in the area or construction industry; and

(3) The proposed wage rate, including any fringe benefits, conforms to the wage determination decision contained in the contract.

If the above criteria are met and no interested party objects to the proposed classification, the contracting officer or his representative shall approve the proposal and submit an information copy to the Associate Administrator. If the criteria are not met or the interested parties cannot agree on the proposal, the contracting officer or his representative shall submit the proposal together with available pertinent information and his recommendation to the Associate Administrator for final determination. Upon approval, the contracting officer shall notify the contractor and instruct him to post the approved rate and classification in accordance with § 18.704–2(j).

(c) *Submission.* The completed DD Form 1565 (with information and recommendations where appropriate) shall be forwarded to the Associate Administrator, Division of Wage Determinations, Wage and Labor Standards Administration, U.S. Department of Labor, Washington, D.C. 20210, for information or final determination as required.

§ 18.704–7 Payrolls and statements.

* * * * *

(d) *Preservation.* Payrolls and statements shall be preserved for a period of three years from completion of the contract, and shall be made available at the request of the Associate Administrator at any time during such period.

PART 19—TRANSPORTATION

15. Sections 19.210, 19.212, 19.213–1 (d), and 19.213–2 are revised, as follows:

§ 19.210 Guaranteed shipping weights and dimensions.

When shipping weights and dimensions are required to evaluate offers as to transportation costs, the provision in § 2.201(a)(2)(x) of this chapter shall be included in the solicitation.

§ 19.212 Shipping point(s) used in evaluation of f.o.b. origin bids.

The provision in § 2.201(a)(4)(ix) of this chapter shall be included in solicitations which may result in f.o.b. origin contracts to assure application of appropriate freight costs in evaluating bids or proposals. This provision should be supported by an additional provision as part of the solicitation, to require prospective contractors to specify the location of their actual shipping point(s) (street address, city, State, and zip code) from which supplies will be delivered to the Government in accordance with the contract's f.o.b. origin terms. To assure appropriate rail routing for shipments from or to the contractor's shipping point, each prospective contractor shall alse be required to specify whether his shipping point has a private railroad siding and the name of the rail carrier serving it. When the shipping point does not have a private siding, the name and address of the nearest public rail siding and carrier serving it shall be specified.

§ 19.213–1 Solicitation provisions.

* * * * *

(d) Unless logistics requirements limit the ports of loading to those ports listed in the solicitation, the solicitation shall provide that the bidder or offeror may nominate additional ports (including ports in Alaska and Hawaii) more favorably located to his shipping point, and that these ports shall be considered in the evaluation of bids or proposals: *Provided, however,* That these ports must possess all requisite capabilities of the listed ports in relation to the supplies being procured. Under these cricumstances, the provision under § 2.201(a)(2)(xiv) of this chapter shall be included in the solicitation. When a solicitation provides for bids or offers on the basis of f.o.b. origin only, as described in paragraph B of § 2.201(a)(2)(xiv) of this chapter, paragraph C and the last sentence of paragraph E shall be deleted. When a solicitation provides for bids or offers on the basis of f.o.b. destination only, as described in paragraph C of § 2.201(a)(2)(xiv) of this chapter, the following shall be deleted: Paragraph B, the opening phrase in paragraph C(2) "Unless bids * * * (see B above)" and the first and third blocks pertaining to origin at the end of paragraph E.

* * * * *

§ 19.213–2 Export releases and military standard transportation and movement procedures (MILSTAMP) documentation.

An Export Release must be obtained for certain categories of supplies to be transshipped via a water port of loading to overseas destinations (see § 19.213–1 and § 16.822 of this chapter). Additionally, for all shipments consigned to either air or water terminal transshipment points, a transportation control movement document (TCMD) must be dispatched to the port or terminal in accordance with MILSTAMP procedures. MILSTAMP procedures are designed to be compatible with Export Release procedures for controlling the movement of cargo via water and air terminals. To assure control of export traffic, the clause in § 7.104–74 of the chapter shall be inserted in solicitations and contracts calling for shipment consigned to either air or water terminal transshipment points.

PART 24—DISPOSITION OF PERSONAL PROPERTY IN POSSESSION OF CONTRACTORS

16. In § 24.205–1 a new paragraph (i) is added; § 24.205–3 (b), (c), and (d) are revised; and § 24.205–4(c)(2) is revised, as follows:

§ 24.205–1 General.

* * * * *

(i) Contractor inventory located in foreign countries does not require screening with General Services Administration (GSA) in accordance with §§ 24.205–2 and 24.205–3.

§ 24.205–3 Procedures for industrial plant equipment.

* * * * *

(b) *Screening—first through 30th day.* DIPEC shall screen excess industrial plant equipment against all requirements submitted by Department of Defense activities, including Department of Defense reserve requirements, with priority being given to requirements of the owning Department through the 30th day. DIPEC will issue a DD Form 1149, Shipping Document (Movement Notice), containing appropriate accounting, funding, transportation, routing recommendations, and preservation instructions for items selected to the appropriate contract administration office.

(c) *Screening—31st through 75th day.* On the 31st day, DIPEC will forward excess data to the applicable General Services Administration regional office for Federal utilization screening through the 75th day. During the period from the 31st through the 75th day, the General Services Administration will approve requests from any agency of the Government on a "first come-first served" basis and will approve and forward transfer orders containing appropriate accounting, funding, transportation, routing recommendations, and preservation instructions to the appropriate contract administration office. The General Services Administration will forward copies of the approved transfer orders to DIPEC.

(d) *Screening—76th through 90th day.* During this period the General Services Administration will provide for the screening of all remaining industrial plant equipment for possible donation. The General Services Administration will receive and approve donation applications for industrial plant equipment and will forward approved donation applications, containing appropriate accounting, funding, transportation, routing recommendations, and preservation instructions to the appropriate contract administration office. The General Services Administration will forward copies of the approved donation applications to DIPEC.

* * * * *

§ 24.205–4 Special screening procedures.

* * * * *

(c) *Nuclear materials.* * * *

(2) Excess nuclear material in the categories described above shall be screened with the procuring activity. If there are no requirements, the ultimate method of disposal shall be dependent upon the license issued by the U.S. Atomic Energy Commission or the respective States and pertinent Federal and Service Regulations. Assistance may be solicited on an as needed basis from the following activities having overall knowledge and responsibility for disposal of radioactive material within their respective services:

(i) Army—Commanding General, U.S. Army Materiel Command, Attention: AMCSF, Washington, D.C. 20315.
(ii) Navy—Primary support bureau, command, or office.
(iii) Air Force—San Antonio Air Materiel Area, Attention: SANUTE, Kelly Air Force Base, Tex. 78241.
(iv) Marine Corps—Commandant of the Marine Corps, Code: CSY, Headquarters, USMC, Washington, D.C. 20380.
(v) Defense Supply Agency—Appropriate Defense Supply Center initiating the procurement contract.
(vi) National Aeronautics and Space Administration—Headquarters, National Aeronautics and Space Administration, Code: BDU, Washington, D.C. 20546.

* * * * *

PART 30—APPENDIXES TO ARMED SERVICES PROCUREMENT REGULATIONS

17. In § 30.2 item 311(a) subparagraphs (iv) and (v) are revised; in § 30.3 item 311 subparagraphs (iv) and (v) are revised; in § 30.8 Part 3, Block 2 add a new paragraph (d); in § 30.8 item I–306 the introductory text is revised; also in § 30.8 item I–702 Table 6 is revised, as follows:

§ 30.2 Appendix B—Control of Government property in possession of contractors.

* * * * *

311. *Financial control accounts.* * * *

(iv) Plant equipment, excluding property within subdivision (v) of this paragraph; and

(v) Industrial plant equipment, including items which, though part of a manufacturing system or general purpose components of special test equipment, would otherwise qualify as industrial plant equipment.

* * * * *

§ 30.3 Appendix C—Control of property in possession of nonprofit research and development contractors.

* * * * *

311. *Financial control accounts, facilities.* * * *

(iv) Plant equipment, excluding property within subdivision (v) of this paragraph; and

(v) Industrial plant equipment, including items which, though part of a manufacturing system or general purpose components of special test equipment, would otherwise qualify as industrial plant equipment.

* * * * *

§ 30.8 Appendix I—Material Inspection and Receiving Report (DD Forms 250, 250c, and 250–1).

PART 3—PREPARATION OF THE DD FORM 250 AND DD FORM 250c

* * * * *

Block 2—Shipment Number.

* * * * *

(d) When commercial invoices are used, see I–306.

I–306 Invoice instructions. Contractors are encouraged to use copies of the MIRR as an invoice, in lieu of a commercial form, but are not required to do so. If commercial forms are used, the related MIRR shipment number(s) shall be identified thereon. Copies of the MIRR used as an invoice are in addition to the standard distribution (I–401). The four invoice copies shall be prepared and forwarded to the payment office as follows:

* * * * *

I–702 Distribution. * * *

TABLE 6—AIR FORCE OVERSEAS THEATER ACCOUNTING OFFICES

Address	*Area served*
AAC (ALDCA–A), APO Seattle 98742.	Alaska.
26 CMBT SPT GP (FGA FMT), APO New York 09012.	Europe, Africa, British Isles, Middle East.
6100 SPT WG (BCPTFA), APO San Francisco 96323.	Japan, Korea, Okinawa.

[Rev. 7, ASPR, Feb. 27, 1970, DPC 77] (Secs. 2202, 2301–2314, 70A Stat. 120, 127–133; 10 U.S.C. 2202, 2301–2314)

For the Adjutant General.

HAROLD SHARON,
Legislative and Precedent Officer, Plans Office, TAGO.

[F.R. Doc. 70–6659; Filed, May 28, 1970; 8:45 a.m.]

Title 7—AGRICULTURE

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

SUBCHAPTER C—SPECIAL PROGRAMS

[Amdt. 5]

PART 755—REGIONAL PROGRAMS

Subpart—Appalachian Land Stabilization and Conservation Program

MISCELLANEOUS AMENDMENTS

The regulations governing the Appalachian Land Stabilization and Conservation Program, 30 F.R. 8669, as amended, are hereby further amended as follows:

1. Section 755.1(m) is amended to read as follows:

§ 755.1 Definitions.

* * * * *

(m) "Farm" means that area of land defined as a farm under the regulations governing Reconstitution of Farms, Allotments, and Bases, Part 719 of this chapter, as amended, or, for purposes of contracts entered into pursuant to § 755.20, the land covered by the contract.

* * * * *

2. Section 755.8 is amended by changing the first sentences of paragraphs (a) and (b) to read as follows:

§ 7.55.8 Modification of contract.

(a) If the farm is reconstituted in accordance with the regulations governing Reconstitution of Farms, Allotments, and Bases, Part 719 of this chapter, as amended, or if there is any change in the land covered by a contract entered into pursuant to § 755.20, because of purchase, sale, change of operation, or otherwise, the contract shall be modified. * * *

(b) Except in cases covered by paragraph (a) of this section, if the ownership or operation of the farm or the land covered by the contract changes in such a manner that the contract no longer contains the signatures of persons required to sign the contract as provided in § 755.6, the contract shall be modified to reflect the new interested persons. * * *

* * * * *

3. A new § 755.20 is added to read as follows:

§ 755.20 Rural community development projects.

(a) Notwithstanding any other provision of this subpart, the county committee, in accordance with instructions issued by the Deputy Administrator, may enter into a contract with a State, county, city, town, or subdivision thereof, or a group acting for such a body, which owns, operates, or occupies land in the Appalachian Region. The contracts approved under this section shall be for projects which promote rural community development and conservation of the soil and water resources of the region.

(b) Cost-sharing approved under this section shall not exceed 80 per centum of the cost of carrying out the approved land uses and conservation treatment on 50 acres of land occupied by such owner, operator, or occupier.

(Sec. 203, 79 Stat. 12, 40 U.S.C. App. 203)

Effective date: Upon publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on May 26, 1970.

KENNETH E. FRICK,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 70–6693; Filed, May 28, 1970; 8:47 a.m.]

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

[Lemon Reg. 429]

PART 910—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

§ 910.729 Lemon Regulation 429.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 910, as amended (7 CFR Part 910), 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 recommendations 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. 553) 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 May 26, 1970.

(b) *Order.* (1) The respective quantities of lemons grown in California and

Arizona which may be handled during the period May 31, 1970, through June 6, 1970, are hereby fixed as follows:

(i) District 1: Unlimited;

(ii) District 2: 302,250 cartons;

(iii) District 3: Unlimited.

(2) As used in this section, "handled," "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: May 27, 1970.

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

[F.R. Doc. 70-6810; Filed, May 28, 1970; 2:31 p.m.]

Chapter XIV—Commodity Credit Corporation, Department of Agriculture

SUBCHAPTER B—LOANS, PURCHASES, AND OTHER OPERATONS

[CCC Grain Price Support Regs., 1970 and Subsequent Crops Rice Supp.]

PART 1421—GRAINS AND SIMILARLY HANDLED COMMODITIES

Subpart—1970 and Subsequent Crops, Rice Loan and Purchase Program

These regulations supersede the 1968 and Subsequent Crops Rice Loan and Purchase Program regulations (33 F.R. 8430) and any amendments thereto and any prior continuing rice price support program regulations with respect to price support programs for the 1970 and any subsequent crop of rice.

Sec.

AUTHORITY: The provisions of this subpart issued under sec. 4, 62 Stat. 1070 as amended; 15 U.S.C. 714b. Interpret or apply sec. 5, 62 Stat. 1072, secs. 101, 401, 62 Stat. 1051, as amended, 1054, sec. 302, 72 Stat. 988; 15 U.S.C. 714c, 7 U.S.C. 1421, 1441.

§ 1421.300 Purpose.

This supplement contains program provisions which, together with (a) the annual crop year supplement, (b) the General Regulations Governing Price Support for the 1970 and Subsequent Crops (35 F.R. 7363), (c) the Cooperative Marketing Association Eligibility Requirements for Price Support regulations in Part 1425 of this chapter, and (d) any amendments or revisions of such regulations, set forth the requirements with respect to price support for the 1970 and subsequent crops of rice.

§ 1421.301 Availability.

A producer desiring price support must request a loan on or notify the ACSC county office of his intention to sell his eligible rice no later than the date(s) set forth in the applicable annual crop supplement to the regulations in this part.

§ 1421.302 Eligible rice.

(a) *General.* To be eligible for price support, rice must meet the requirements of this section in addition to the other eligibility requirements of the program.

(1) *Eligible producer.* The rice must have been produced by an eligible producer.

(2) *Classes.* The rice must be one of the classes specified in (i) the applicable annual crop year supplement or (ii) the Official Standards of the United States for Rough Rice other than "Mixed Rough Rice."

(3) *Contamination and poisonous substances.* Rice must not be contaminated by rodents, birds, insects, or other vermin or contain mercurial compounds or other substances poisonous to man or animals.

(b) *Grade requirements for loans.* In addition to the requirements of paragraph (a) of this section, rice at the time it is placed under loan must:

(1) Grade U.S. No. 5 or better (rice of special grades, shall not be eligible), and

(2) Contain not more than 14 percent moisture.

§ 1421.303 Compliance requirements.

An eligible producer shall be a producer on whose farm the rice acreage allotment established for the farm under the provisions of the Rice Acreage Allotment Regulations of Part 730 of this title has not been knowingly exceeded. If the farm is determined to be in compliance with the farm rice acreage allotment under the provisions of Parts 718 and 730 of this title, the farm rice acreage allotment will not be considered to have been knowingly exceeded. If a producer has an interest in a rice crop produced on more than one farm in the same county, he must also, in order to be eligible for price support, be entitled to market rice produced on each such farm as penalty free rice under the provisions of the Rice Marketing Quota Regulations of Part 730 of this title and any amendments thereto. If a producer is engaged in the production of rice in more than one county (in the same State or in two or more States) and the requirements of Rice Marketing Quota Regulations of Part 730 of this title, and any amendments thereto, are applied to such multiple farming unit, he must also, in order to be eligible for price support, be entitled to market rice produced on each such farm, wherever situated, as penalty free rice under the provisions of such regulations. Notwithstanding the provisions of this section, rice produced on a farm shall be considered as available for marketing as penalty free rice for price support purposes if such rice was produced on a farm for which a certification is furnished under § 718.21(f) of this title of the Determination of Acreage and Compliance Regulations and subsequent measurement of the rice acreage on such farm indicates that the acreage planted in excess of the farm rice acreage allotment does not exceed the larger of 0.5 of an acre, or 5 percent of the farm rice acreage allotment but not to exceed 15 acres.

§ 1421.304 Determination of quality.

(a) *Quality.* The class, grade, grading factors, milling yield, and all other quality factors shall be determined in accordance with the Official Standards of the United States for Rough Rice, whether or not such determinations are made on the basis of an official inspection.

(b) *Loans.* In the case of rice stored commingled in an approved warehouse, loans will be made on the quality shown on the warehouse receipt or supplemental certificate if applicable. In all other cases, loans will be made on the basis of quality shown on the Federal or Federal-State sample inspection certificate based on a representative sample of each lot of rice taken as authorized by the county committee.

§ 1421.305 Determination of quantity.

(a) *In warehouse*—(1) *Commingled.* The amount of a loan on the quantity of eligible rice stored commingled in an approved warehouse shall be based on the weight specified on the warehouse receipt representing such rice which is pledged as security for the loan, or on the supplemental certificate, if applicable.

(2) *Identity preserved or modified commingled.* The amount of a loan on the quantity of eligible rice stored identity preserved or modified commingled in an approved warehouse shall be based on a percentage, as determined by the State committee, of the weight specified on the warehouse receipt representing such rice which is pledged as security for the loan, or on the supplemental certificate, if applicable. Such percentage shall not exceed 95 percent of the weight so specified. The State committee's determination shall be made on a statewide basis or for specified areas within the State. The county committee may lower such percentage on an individual basis when determined to be in the best interest of CCC. Weights determined on the basis of such percentages shall be expressed in terms of whole units of 100 pounds.

(b) *On farm.* The quantity of rice placed under a farm storage loan shall be determined in accordance with § 1421.18 and shall be expressed in whole units of 100 pounds.

(c) *Bagged or bulk.* In determining the quantity of bagged rice by weight, the gross weight, including bags, shall be used. When necessary to convert bagged rice to a bulk basis or bulk rice to a bagged basis, an adjustment of 0.6 pound for 100 pounds of gross weight shall be made as allowance for the weight of the bag.

§ 1421.306 Warehouse receipts.

(a) *General.* (1) A warehouse receipt representing rice to be placed under a warehouse storage loan, delivered in satisfaction of a farm storage loan or delivered for purchase, must meet the requirements of this section and the General Regulations Governing Price Support for 1970 and Subsequent Crops as amended or revised. A separate warehouse receipt must be submitted for each class by variety, grade, and milling yield of rice. Each warehouse receipt must carry an endorsement by the warehouseman in substantially the following form.

(2) Warehouse charges through (applicable maturity date) including, but not limited to, receiving and loading out charges accrued or to accrue and all other charges incident to the acquisition of the rice by CCC on the rice represented by this warehouse receipt have been paid or otherwise provided for and a lien for such charges will not be claimed by the warehouseman from CCC or any subsequent holder of the warehouse receipt. If the rice represented by this warehouse receipt is to be loaded out in bags, the warehouseman agrees that any and all right, title, and interest which he has in such bags shall pass with the rice when such rice is acquired under the price support program or shall pass at the time the rice is loaded out if the rice is not in bags at the time of acquisition by CCC.

(b) *Entries.* Each warehouse receipt or warehousemen's supplemental certificate properly identified with the warehouse receipt must be issued in accordance with the Uniform Rice Storage Agreement and must show:

(1) Whether the rice is stored in bulk or in bags;

(2) Whether the rice is to be delivered in bulk or in bags;

(3) Gross weight for bagged rice and net weight for bulk rice;

(4) Class and variety;

(5) Grade;

(6) Grading factors;

(7) Milling yield;

(8) Moisture;

(9) Method of storage (commingled, modified commingled, or identity preserved); and

(10) Manner by which rice was received (truck or rail).

(c) *Supplemental certificate.* When required, the supplemental certificate shall be executed by the warehouseman for commingled rice, by the warehouseman and producer for modified-commingled rice and by the producer for identity-preserved rice.

§ 1421.307 Warehouse charges.

(a) *Farm-stored loans and purchases.* CCC will assume receiving and warehouse storage charges on rice delivered to an approved warehouse after loan maturity date and acquired by CCC (1) in satisfaction of a farm storage loan or (2) through purchase, except that warehouse storage charges will be assumed by CCC only from and after the date of completion of deposit of such rice in the warehouse.

(b) *Warehouse-stored loans and purchases.* CCC will assume warehouse storage charges accruing on and after the day following the loan maturity date on rice which is in approved warehouse storage under loan and is acquired by CCC and on rice which is in approved warehouse storage on the loan maturity date and is purchased by CCC.

(c) *Refund of prepaid handling charges.* The receiving or the receiving and loading out charges on the rice referred to in paragraph (a) of this section and in § 1421.23(i) may not exceed 8 cents per hundredweight.

§ 1421.308 Fees and charges.

The producer shall pay a loan service fee and delivery charge as specified in § 1421.11. In addition, a charge of $3.50 for each lot sampled will be made in connection with farm-stored loans and for each warehouse receipt for a modified-commingled and identity-preserved warehouse-stored loan.

§ 1421.309 Inspection certificates.

Except in the case of a loan on rice stored commingled in an approved warehouse, settlement with the producer on rice acquired by CCC will be based on the quality shown on the Federal or Federal-State sample inspection certificates. Such inspection certificates shall be dated not earlier than 30 days prior to ing rice under identity preserved or modified commingled warehouse storage loan and (3) where CCC determines that a warehouseman failed to maintain the identity of rice covered by an identity preserved warehouse storage loan or the maturity date. The cost of Federal or Federal-State inspections as required by this section and § 1421.310 shall be for the account of CCC.

§ 1421.310 Settlement.

Settlement for eligible rice acquired by CCC under loan or by purchase will be made with the producer as provided in § 1421.23, the annual crop year supplement and this section. Where rice is placed under a farm storage loan in an area where a location differential is in effect and is delivered to CCC in satisfaction of the loan in an area where no differential is applicable, settlement for rice acquired by CCC will be made on the basis of the support rate for the area where the rice is delivered. Deliveries of rice shall be in accordance with instructions issued by the county office.

(a) *Commingled warehouse storage.* Settlement for eligible rice stored commingled in an approved warehouse and acquired by CCC under a loan or by purchase shall be made on the basis of the class and the grade, quality and quantity as shown on the warehouse receipt or supplemental certificate if applicable. Settlement shall also be made on such a basis (1) where an approved warehouse issues a commingled warehouse receipt for loan rice delivered into the warehouse from farm storage pursuant to instructions of the county office, (2) where an approved warehouse issues commingled warehouse receipts in exchange for warehouse receipts represent-modified commingled warehouse storage loan. In the case of purchases, the producer shall, not later than the day following the maturity date specified in the annual crop year supplement, deliver to the county office warehouse receipts under which an approved warehouse guarantees the class and the grade, quality, and quantity of rice sold to CCC.

(b) *Modified commingled*—(1) *Loans.* Settlement for eligible rice stored modified commingled in an approved warehouse and acquired by CCC under a loan shall be made on the basis of the class, grade, and quality shown on Federal or Federal-State sample inspection certificates and on the basis of the quantity shown on the warehouse receipt or supplemental certificate, if applicable. The county office shall sample the rice for settlement purposes within 10 days after the maturity date.

(2) *Purchases.* Settlement for eligible rice stored modified commingled in an approved warehouse and acquired by CCC under a purchase shall be made on the basis of the class, grade, and quality shown on Federal or Federal-State sample inspection certificates and on the basis of the quantity shown on the warehouse receipt or supplemental certificate, if applicable. The producer shall, within 5 days following the maturity date, deliver to the county office warehouse receipts representing rice stored modified commingled in an approved warehouse. The county office shall sample the rice for settlement purposes within 5 days of the time the producer delivers the warehouse receipt or 10 days after the maturity date, whichever is later.

(c) *Other storage.* Settlement for eligible rice acquired under loan or purchase not covered by paragraph (a) or (b) of this section shall be made on the basis of the class and of the grade and quality shown on Federal or Federal-State sample inspection certificate and on the basis of the quantity shown on official weight certificates. Certificates required by this paragraph (c) shall be dated not earlier than 30 days before the maturity date.

(1) *Loans.* In the case of rice stored identity preserved in approved warehouse storage and acquired by CCC under a loan, the county office shall obtain official weight certificates and sample the rice for quality determination within 10 days following the maturity date.

(2) *Purchases.* In the case of rice stored identity preserved in approved warehouse storage and acquired by CCC under purchase, the producer shall, within 5 days following the maturity date deliver to the county office warehouse receipts representing rice stored identity preserved in an approved warehouse. The county office shall obtain official weight certificates and sample the rice for settlement purposes within 5 days of the time the producer delivers the warehouse receipt or 10 days after the maturity date, whichever is later.

(d) *Bagged or bulk rice*—(1) *Farm storage.* The weight of farm-stored bulk rice acquired by CCC on which settlement will be made shall be the net weight of the rice. The weight of farm-stored

bagged rice acquired by CCC on which settlement will be made shall be the combined net weight of the rice and the bags, and title to the bags will pass to CCC with the rice. CCC shall not otherwise pay any amount representing the value of the bags.

(2) *Warehouse-stored.* Rice in approved warehouse storage shall be acquired by CCC on a bagged or bulk basis in accordance with the manner in which the rice is to be loaded out by the warehouseman as indicated on the warehouse receipt. The quantity for settlement purposes shall be the net weight of the rice when acquired in bulk and the combined net weight of the rice and the bags when acquired in bags. Where the warehouse receipt indicates that rice will be loaded out in bags, title to the bags shall pass to CCC at the time of acquisition of the rice. CCC shall not otherwise pay any amount representing the value of the bags. In the event any person should successfully dispute the passing of title to the bags, the producer shall indemnify CCC for any loss sustained by reason thereof.

§ 1421.311 Maturity of loans.

Loans will mature on demand but not later than the date specified in the annual crop year supplement to the regulations in this part.

§ 1421.312 Support rates.

The basic support rate, premium and discounts and location differentials for use in making loans and purchases shall be set forth in the annual crop year supplement to the regulations in this part.

Effective upon publication in the FEDERAL REGISTER.

Signed at Washington, D.C., on May 21, 1970.

KENNETH E. FRICK,
Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 70-6667; Filed, May 28, 1970; 8:46 a.m.]

Title 9—ANIMALS AND ANIMAL PRODUCTS

Chapter I—Agricultural Research Service, Department of Agriculture

SUBCHAPTER C—INTERSTATE TRANSPORTATION OF ANIMALS AND POULTRY

PART 76—HOG CHOLERA AND OTHER COMMUNICABLE SWINE DISEASES

Areas Quarantined

Pursuant to provisions of the Act of May 29, 1884, as amended, the Act of February 2, 1903, as amended, the Act of March 3, 1905, as amended, the Act of September 6, 1961, and the Act of July 2, 1962 (21 U.S.C. 111–113, 114g, 115, 117, 120, 121, 123–126, 134b, 134f), Part 76, Title 9, Code of Federal Regulations, restricting the interstate movement of swine and certain products because of hog cholera and other communicable swine diseases, is hereby amended in the following respects:

1. In § 76.2, in paragraph (e)(12) relating to the State of North Carolina, subdivision (ii) relating to Wayne and Lenoir Counties is deleted.

2. In § 76.2, in paragraph (e)(14) relating to the State of South Carolina, subdivision (ii) relating to Marion County is deleted.

3. In § 76.2, in paragraph (e)(4) relating to the State of Illinois, subdivision (i) relating to Menard County is deleted, and a new subdivision (i) relating to Rock Island and Mercer Counties is added to read:

(e) * * *

(4) *Illinois.*

(i) The adjacent portions of Rock Island and Mercer Counties comprised of Buffalo Prairie and Edgington Townships in Rock Island County, and Duncan and Perryton Townships in Mercer County.

* * * * *

4. In § 76.2, subparagraph (e)(20) relating to the State of Ohio is amended to read:

(e) * * *

(20) *Ohio.* That portion of Darke County comprised of Brown and Wayne Townships.

(Secs. 4–7, 23 Stat. 32, as amended, secs. 1, 2, 32 Stat. 791–792, as amended, secs. 1–4, 33 Stat. 1264, 1265, as amended, sec. 1, 75 Stat. 481, secs. 3 and 11, 76 Stat. 130, 132; 21 U.S.C. 111, 112, 113, 114g, 115, 117, 120, 121, 123–126, 134b, 134f; 29 F.R. 16210, as amended)

Effective date. The foregoing amendments shall become effective upon issuance.

The amendments quarantine portions of Rock Island and Mercer Counties in Illinois and a portion of Drake County, Ohio because of the existence of hog cholera. This action is deemed necessary to prevent further spread of the disease. The restrictions pertaining to the interstate movement of swine and swine products from or through quarantined areas as contained in 9 CFR Part 76, as amended, will apply to such counties.

The amendments also exclude portions of Wayne and Lenoir Counties in North Carolina; a portion of Marion County, South Carolina; and a portion of Menard County, Illinois from the areas heretofore quarantined because of hog cholera. Therefore, the restrictions pertaining to the interstate movement of swine and swine products from or through quarantined areas as contained in 9 CFR Part 76, as amended, will not apply to the excluded areas, but will continue to apply to the quarantined areas described in § 76.2. Further, the restrictions pertaining to the interstate movement from nonquarantined areas contained in said Part 76 will apply to the areas excluded from quarantine.

Insofar as the amendments impose certain further restrictions necessary to prevent the interstate spread of hog cholera they must be made effective immediately to accomplish their purpose in the public interest. Insofar as they relieve restrictions, they should be made effective promptly in order to be of maximum benefit to affected persons.

Accordingly, under the administrative procedure provisions in 5 U.S.C. 553, it is found upon good cause that notice and other public procedure with respect to the amendments are impracticable, unnecessary, and contrary to the public interest, and good cause is found for making them effective less than 30 days after publication in the FEDERAL REGISTER.

Done at Washington, D.C., this 25th day of May 1970.

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

[F.R. Doc. 70-6699; Filed, May 28, 1970; 8:47 a.m.]

Title 21—FOOD AND DRUGS

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

PART 120—TOLERANCES AND EXEMPTIONS FROM TOLERANCES FOR PESTICIDE CHEMICALS IN OR ON RAW AGRICULTURAL COMMODITIES

2-sec-Butyl-4,6-Dinitrophenol

A petition (PP OF0896) was filed with the Food and Drug Administration by the Dow Chemical Co., Post Office Box 512, Midland, Mich. 48640, proposing establishment of tolerances for residues of the herbicide 2-*sec*-butyl - 4,6-dinitrophenol in or on the raw agricultural commodities soybean forage at 1 part per million and soybeans at 0.1 part per million (negligible residue).

The Secretary of Agriculture has certified that this pesticide chemical is useful for the purposes for which the tolerances are being established.

Based on consideration given the data submitted in the petition and other relevant materials, the Commissioner of Food and Drugs concludes that:

1. The proposed usage is not reasonably expected to result in residues of the herbicide in meat, milk, eggs, and poultry and is in the category specified in § 120.6(a)(3).

2. The tolerances established by this order will protect the public health.

Therefore, pursuant to provisions of the Federal Food, Drug and Cosmetic Act (sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2)) and under authority delegated to the Commissioner (21 CFR 2.120), Part 120 is amended as follows:

1. Section 120.3(e)(6) is amended by alphabetically inserting in the list of dinitro pesticides a new item as follows:

§ 120.3 Tolerances for related pesticide chemicals.

* * * * *

(e) * * *
(6) * * *

2-*sec*-Butyl-4,6-dinitrophenol.

* * * * *

2. The following new section is added to Subpart C:

§ 120.281 2-*sec*-Butyl-4,6-dinitrophenol; tolerances for residues.

Tolerances are established for residues of the herbicide 2-*sec*-Butyl-4,6-dinitrophenol from application of its alkanolamine salts (of the ethanol and isopropanol series) in or on raw agricultural commodities as follows:

1 part per million in or on soybean forage.

0.1 part per million (negligible residue) in or on soybeans.

Any person who will be adversely affected by the foregoing order may at any time within 30 days after its date of publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 6-62, 5600 Fishers Lane, Rockville, Md. 20852, written objections thereto in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

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

(Sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2))

Dated: May 21, 1970.

R. E. DUGGAN,
Acting Associate Commissioner for Compliance.

[F.R. Doc. 70-6579; Filed, May 28, 1970; 8:46 a.m.]

PART 121—FOOD ADDITIVES

PART 144—ANTIBIOTIC DRUGS; EXEMPTIONS FROM LABELING AND CERTIFICATION REQUIREMENTS

Nystatin

The Commissioner of Food and Drugs has evaluated supplemental new animal drug applications (11-398V, 12-680V) filed by E. R. Squibb & Sons, Inc., Three Bridges, N.J. 08887, proposing the changes set forth below regarding use of nystatin in the feed of chickens, turkeys, and swine. The supplemental applications are approved.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 512(i), 82 Stat. 347; 21 U.S.C. 360b(i)), in accordance with § 3.517, and under authority delegated to the Commissioner (21 CFR 2.120), Parts 121 and 146 are amended as follows:

1. In § 121.220 *Nystatin*, paragraph (c)(2) is amended:

a. In table 1 by changing for items 1, 2, and 3 the text under "indications for use" to read "Aid in the control of crop mycosis and mycotic diarrhea (*Candida albicans*)."

b. Also in table 1, by changing for items 4, 5, and 6 the text under "Indications for use" to read "Treatment of crop mycosis and mycotic diarrhea (*Candida abicans*)."

c. By deleting table 2, which provided for use of nystatin in swine feed.

2. In § 144.26 *Animal feed containing certifiable antibiotic drugs*, paragraph (b)(42) is amended in the first sentence by changing "chicken, turkey, and swine feed" to read "chicken and turkey feed."

Any person who will be adversely affected by the foregoing order may at any time within 30 days after its date of publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 6-62, 5600 Fishers Lane, Rockville, Md. 20852, written objections thereto in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

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

(Sec. 512(i), 82 Stat. 347; 21 U.S.C. 360b(i))

Dated: May 20, 1970.

SAM D. FINE,
Acting Associated Commissioner for Compliance.

[F.R. Doc. 70-6576; Filed, May 28, 1970; 8:46 a.m.]

Title 36—PARKS, FORESTS, AND MEMORIALS

Chapter I—National Park Service, Department of the Interior

PART 7—SPECIAL REGULATIONS, AREAS OF THE NATIONAL PARK SYSTEM

Cape Cod National Seashore

HUNTING, TRAPPING, FISHING, SWIMMING, CAMPING, AIRCRAFT, BOATING, PETS, HORSEBACK RIDING, and INDECENT EXPOSURE

On pages 4215-4216 of the FEDERAL REGISTER of March 6, 1970, there was published a notice and text of a proposed revision of Part 7, Chapter 1, Title 36, Code of Federal Regulations. As stated in that notice the purpose of this amendment is to revoke regulations or portions of regulations concerning hunting, fishing, trapping, swimming, and water skiing, camping and fires, sanitation, litter, dogs, cats, and other pets, horseback riding, and indecent exposure which are no longer needed in view of the provisions of part 2 of Title 36; to restate certain regulations in a clearer and more accurate manner; to designate Provincetown Airport as an authorized landing area as required by § 2.2, paragraph(a); and to add new regulations on vehicular travel on federally-owned beaches.

Interested persons were given a period of 30 days within which they could submit written comments, suggestions or objections to the proposed revision. Twenty-five letters were received commenting on the proposed revision. To the extent the comments and suggestions were appropriate and consistent with the objectives stated in the notice and the act authorizing the establishment of the Seashore, they are reflected in the regulations which are hereby adopted.

There is great urgency that these regulations be placed in effect immediately because of the onset of the heavy use season of the beaches and dunes routes by oversand vehicles. During this time restrictions on the use of oversand vehicles will be needed to provide for the safety of people using the Seashore and to assure preservation of the area's unique natural values. In view of the pressing need for these controls at Cape Cod National Seashore, the following regulations shall become effective upon the date they are published in the FEDERAL REGISTER.

(75 Stat. 284, 16 U.S.C. 459b; 39 Stat. 535, 16 U.S.C. 3)

LESLIE P. ARNBERGER,
Superintendent, Cape Cod National Seashore.

Section 7.67, Part 7 of Chapter 1, Title 36 of the Code of Federal Regulations is revised to read as follows:

§ 7.67 Cape Cod National Seashore.

(a) *Shellfishing.* Shellfishing, by permit from the appropriate town, is permitted in accordance with applicable Federal, State, and local laws.

(b) *Commercial oversand vehicle operations.* (1)(i). The operations of a passenger vehicle for hire in the park area on beaches or on designated oversand routes is permitted only pursuant to a commercial vehicle permit issued by the Superintendent and subject to all regulations listed under paragraph (c) of this section and further subject to all applicable Federal, State, and local regulations covering vehicles for hire.

(ii) Each operator of such a passenger vehicle for hire who is engaged in carrying passengers for a fare in the park area along beaches or on designated oversand vehicle routes must, in addition, have a guide permit issued by the Superintendent. Such permit will be issued upon a showing that the applicant possesses adequate knowledge of the Seashore's road system and points of interest, and has compiled with all applicable Federal, State, and local regulations. As specified

in § 6.3(d) of this chapter, fees will be charged for the issuance of these two permits.

(2) Failure to comply with the provisions of permits issued in connection with the operation of passenger vehicles for hire shall be grounds for immediate cancellation of the permit.

(c) *Private oversand vehicle operation.* (1) Operation of privately owned passenger vehicles not-for-hire, including the various forms of vehicles used for travel oversand, such as but not limited to "beach buggies", on beaches or on designated oversand routes in the park area without a permit from the Superintendent is prohibited. Such permit will be issued following inspection to assure that each vehicle contains the following equipment to be carried in the vehicle at all times while on the beaches or on designated oversand routes:

(i) Shovel,
(ii) Jack,
(iii) Tow rope or chain,
(iv) Board or similar support for jack,
(v) Low pressure tire gauge.

Also operators must show that all applicable Federal and State regulations having to do with licensing, registering, inspecting, and insuring of such vehicles have been complied with prior to the issuance of such permit. Such permits are to be affixed to the vehicles as instructed at the time of issuance.

(2) Only operators of vehicles with self-contained water or chemical toilets and permanently installed holding tanks with a minimum capacity of 3 days waste material may park overnight on the beach for a period not to exceed 72 consecutive hours. At the end of such period the operators of such vehicles shall drive them off the beach for the purpose of emptying holding tanks at designated dumping sites. Before returning to the beach, operators of such vehicles must be checked in in accord with procedures specified by the Superintendent.

(3) All Dune Routes are closed to travel between the hours of 10 p.m. and 6 a.m. The use of accesses to and travel on designated beaches, for fishing, is permitted at all hours.

(4) Tents and camping trailers are not permitted on the beaches.

(5) Driving off the designated, marked oversand routes is prohibited.

(6) Driving between the surf and the crest of the beach, except as indicated by the marked, designated route, is prohibited from May 15 through October 15.

(7) Maximum speed shall not exceed 20 miles per hour from May 15 through October 15. Speed at other periods shall be reasonable and proper.

(8) Vehicles shall not be parked in the designated oversand routes or interfere with moving traffic.

(9) When two vehicles meet on the beach, the operator of the vehicle with the water to his left shall yield.

(10) When two vehicles meet on the designated oversand routes, the operator of the vehicle in the best position to yield shall pull out of the track and this operator shall back into the established track before resuming his original direction.

(11) When the process of freeing a vehicle which has been stuck results in ruts or holes, the ruts or holes shall be filled by the operator of such vehicle before it is removed from that area.

(12) Riding on fenders, tailgate, roof or any other position outside of the vehicle is prohibited.

(13) Vehicles shall not be driven across protected swimming beaches at any time when these areas are posted with appropriate signs.

(14) Failure to comply with the provisions of permits issued for the operation of privately owned passenger vehicles not for hire or with regulations listed above under subparagraphs 1 through 13 of this paragraph shall be grounds for immediate cancellation of the permit.

(15) The operation of a motorcycle on an oversand vehicle route or beach is prohibited.

(d) *Aircraft.* (1) Land based aircraft may be landed only at the Provincetown Airport approximately one-half mile south of Race Point Beach in the Provincelands area.

(2) Float equipped aircraft may be landed only on federally controlled coastal water in accordance with Federal, State, and local laws and regulations.

(e) *Motorboats.* Motorboats are prohibited from all federally owned ponds and lakes within the seashore in Truro and Provincetown.

[F.R. Doc. 70-6680; Filed, May 28, 1970; 8:45 a.m.]

Chapter III—Corps of Engineers, Department of the Army

PART 311—PUBLIC USE OF CERTAIN RESERVOIR AREAS

PART 326—PUBLIC USE OF CERTAIN NAVIGABLE RESERVOIR AREAS

Camping

The Secretary of the Army having determined that the use of certain reservoir areas by the general public for boating, swimming, bathing, fishing and other recreational purposes will not be contrary to the public interest and will not be inconsistent with the operation and maintenance of the reservoirs for their primary purposes, hereby prescribes rules and regulations for their public use, pursuant to the provisions of section 4 of the Flood Control Act of 1944, as amended (76 Stat. 1195) as follows:

1. Section 311.7 is amended to read:

§ 311.7 Camping.

(a) Camping is permitted only at areas designated by the District Engineer in charge of the reservoir area or his authorized representative.

(b) The length of stay is limited to 14 consecutive days except where the District Engineer or his authorized representative determines a lesser stay is warranted. However, where ample facilities exist to serve the public at the time, the length of stay may be extended to no more than 30 consecutive days by special permission of the District Engineer or his authorized representative. No trailer, tent or other camping unit is permitted to remain more than 30 consecutive days.

(c) Camping fees, where applicable, will be as posted.

(d) The installation by campers of any permanent facility at any campground is prohibited.

(e) Camping equipment shall not be abandoned or left unattended for 48 hours or more.

(f) Campers shall keep their campgrounds clean and disposed of combustibles and refuse in accordance with instructions posted by the District Engineer at each campground.

(g) Due diligence shall be exercised in building and putting out camp and grass fires.

(h) Camps must be completely razed and the sites cleaned before the departure of the campers.

2. Section 326.7 is amended to read:

§ 326.7 Camping.

(a) Camping is permitted only at areas designated by the District Engineer in charge of the reservoir or his authorized representative, or the managing agency referred to in § 326.1(b).

(b) The length of stay is limited to 14 consecutive days except where the District Engineer or his authorized representative or the managing agency referred to in § 326.1(b) determines a lesser stay is warranted. However, where ample facilities exist to serve the public at the time, the length of stay may be extended to no more than 30 consecutive days by special permission of the District Engineer or his authorized representative or the managing agency referred to in § 326.1(b). No trailer, tent or other camping unit is permitted to remain more than 30 consecutive days.

(c) Camping fees, where applicable will be as posted.

(d) The installation by campers of any permanent facility at any permanent campground is prohibited.

(e) Camping equipment shall not be abandoned or left unattended for 48 hours or more.

(f) Campers shall keep their campgrounds clean and dispose of combustibles and refuse in accordance with instructions posted at each campground by the District Engineer, or the managing agency referred to in § 326.1(b).

(g) Camps must be completely razed and the sites cleaned before the departure of the campers.

[Regs., April 30, 1970, ENGCW-OR] (Sec. 4, 58 Stat. 889, as amended; 16 U.S.C. 460d)

For the Adjutant General.

HAROLD SHARON,
Legislative and Precedent Officer, Plans Officer, TAGO.

[F.R. Doc. 70-6690; Filed, May 28, 1970; 8:47 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Consumer and Marketing Service

[7 CFR Part 1007]

[Docket No. AO 366–A4]

MILK IN GEORGIA MARKETING AREA

Notice of Extension of Time for Filing Exceptions to the Recommended Decision on Proposed Amendments to Tentative Marketing Agreement and to Order

Notice is hereby given that the time for filing exceptions to the recommended decision with respect to the proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Georgia marketing area which was issued May 12, 1970 (35 F.R. 7566) is hereby extended to May 29, 1970.

The above notice of extension of time for filing exceptions is issued 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).

Signed at Washington, D.C., on May 26, 1970.

JOHN C. BLUM,
Deputy Administrator, Regulatory Programs.

[F.R. Doc. 70–6698; Filed, May 28, 1970 8:47 a.m.]

[7 CFR Part 1138]

[Docket No. AO–335–A16]

MILK IN RIO GRANDE VALLEY MARKETING AREA

Notice of Hearing on Proposed Amendments to Tentative Marketing Agreement and Order

Notice is hereby given of a public hearing to be held at the Holiday Inn Midtown, 2000 Menaul Boulevard Northeast, Albuquerque, New Mexico, beginning at 10 a.m., local time, June 9, 1970, with respect to proposed amendments to the tentative marketing agreement and to the order, regulating the handling of milk in the Rio Grande Valley marketing area.

The hearing is called 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).

The purpose of the hearing is to receive 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 agreement and to the order.

The proposed amendments, set forth below, have not received the approval of the Secretary of Agriculture.

Proposed by Associated Milk Producers, Inc.:

Proposal No. 1. Continue the credits for specified Class II uses contained in § 1138.55 through August 1971.

Proposed by the Dairy Division, Consumer and Marketing Service:

Proposal No. 2. Consider the adoption of an appropriate limit to the amount that the Class I price may be reduced by the application of location adjustments at nonpool plants pursuant to §§ 1138.62 (b) (5) and 1138.70(e).

Proposal No. 3. Consider the appropriate application of the order in a circumstance where Class I milk is moved from a pool plant or an other order plant to a nonpool plant that in turn is an unregulated supply plant source of Class I milk at a pool plant.

Proposal No. 4. 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 hearing and the order may be procured from the Market Administrator, Earl C. Born, Post Office Box 8636, Albuquerque, N. Mex. 87108; or from the Hearing Clerk, Room 112–A, Administration Building, United States Department of Agriculture, Washington, D.C. 20250, or may be there inspected.

Signed at Washington, D.C., on May 25, 1970.

JOHN C. BLUM,
Deputy Administrator, Regulatory Programs.

[F.R. Doc. 70–6669; Filed, May 28, 1970; 8:46 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Social and Rehabilitation Service

[45 CFR Parts 205, 206, 220]

PUBLIC ASSISTANCE PROGRAMS

Fair Hearings

Notice is hereby given that the regulations set forth in tentative form below are proposed by the Administrator, Social and Rehabilitation Service, with the approval of the Secretary of Health, Education, and Welfare. The proposed regulations amend Chapter II by revising §205.10, adding a new §206.11, and revoking §220.25. They also implement the Supreme Court decision in Goldberg v. Kelly, 397 U.S. 254 (March 23, 1970).

Section 205.10, applicable to the public assistance programs under the Social Security Act, requires, effective July 1, 1970: (1) continuation of assistance during appeals from termination or reduction actions that involve issues of fact or judgment relating to the individual case, and (2) provision of legal counsel to represent claimants at fair hearings. The proposed regulations retain the first requirement and revoke the second one. They also incorporate other fair hearings policies, currently contained in the Handbook of Public Assistance Administration, and revise them to comport with the Supreme Court decision.

Under the proposed regulations, the pretermination evidentiary hearing, which is constitutionally required by the Goldberg case, and the fair hearing before the State agency which is required by the Social Security Act, are combined in a requirement (§ 205.10(a)(5)) of opportunity for a fair hearing, with continuation of assistance in cases involving individual issues of facts or judgment regarding termination or reduction of assistance. Section 206.11 also provides for advance notice and opportunity for conference with agency staff regarding proposed agency action to terminate or reduce assistance. Section 205.10(a)(6) requires provision of information and referral services to claimants to help them make use of any legal services available in the community for representation at fair hearings.

Prior to the adoption of the proposed regulations, consideration will be given to any comments, suggestions, or objections thereto which are submitted in writing to the Administrator, Social and Rehabilitation Service, Department of Health, Education, and Welfare, 330 Independence Avenue, SW., Washington, D.C. 20201, within a period of 30 days from date of publication of this notice in the FEDERAL REGISTER.

Authority: The proposed regulations are to be issued under section 1102, 49 Stat. 647, 42 U.S.C. 1302.

Dated: May 8, 1970.

JOHN D. TWINAME,
Administrator, Social and Rehabilitation Service.

Approved: May 25, 1970.

JOHN G. VENEMAN,
Acting Secretary.

1. Section 205.10 is revised to read as follows:

§ 205.10 Fair hearings.

(a) *State plan requirements.* A State plan under title I, IV–A, X, XIV, XVI or

XIX of the Social Security Act must provide for a system of fair hearings under which:

(1) The single State agency responsible for the program will be responsible for fulfillment of fair hearings provisions.

(2) Every claimant will be informed in writing at the time of application and at the time of any action affecting his claim:

(i) Of his right to fair hearing;

(ii) Of the method by which he may obtain a hearing;

(iii) That he may be represented by legal counsel, or by a relative, friend, or other spokesman, or he may represent himself; and

(iv) Of any provision for payment of legal fees by the agency.

(3) An opportunity for a fair hearing before the State agency will be granted to any individual requesting a hearing because his claim for financial or medical assistance is denied, or is not acted upon with reasonable promptness, or because he is aggrieved by any other agency action affecting receipt, reduction, or termination of such assistance or by agency policy as it affects his situation. Under this requirement:

(i) A request for a hearing is defined as any clear expression (oral or written) by the claimant (or person acting for him, such as his legal representative, relative, or friend) to the effect that he wants the opportunity to present his case to higher authority.

(ii) The freedom to make such a request must not be limited or interfered with in any way, and agency emphasis must be on helping the claimant to submit and process his request, and in preparing his case, if needed.

(iii) The claimant must be provided reasonable time in which to appeal an agency action.

(iv) The fair hearing shall include consideration of:

(a) Any agency action, or failure to act with reasonable promptness, on a claim for financial or medical assistance, which includes undue delay in reaching a decision on eligibility or in making a payment, refusal to consider a request for or undue delay in making an adjustment in payment, and suspension or discontinuance of such assistance in whole or in part;

(b) The agency's interpretation of the law, and the reasonableness and equitableness of the policies promulgated under the law, if the claimant is aggrieved by their application to his situation;

(c) Agency decision regarding:

(1) Eligibility for financial or medical assistance in both initial and subsequent determinations,

(2) Amount of financial or medical assistance or change in payments,

(3) The manner or form of payment, including restricted or protective payments, even though no Federal financial participation is claimed, and

(4) Conditions of payment, including work requirements.

(v) States may respond to a series of individual requests for fair hearings by conducting a single group hearing. States may only consolidate cases in which the sole issue involved is one of an agency policy. If recipients request a group hearing on such an issue the State must grant it. In all group hearings, whether initiated by the State or by the claimants, the policies governing fair hearings must be followed. Thus, each individual claimant must be permitted to present his own case and be represented by his own lawyer.

(vi) The agency shall not deny or dismiss a request for a hearing except where it has been withdrawn by claimant in writing, or abandoned.

(4) Hearing procedures will be issued and publicized by the State agency for the guidance of all concerned.

(5) When a fair hearing, requested because of termination or reduction of assistance, involves an issue of fact or of judgment relating to the individual case (including a question whether State agency rules or policies were correctly applied to the facts of the particular case), assistance is continued during the period of the appeal and through the end of the month in which the final decision on the fair hearing is reached. (If assistance has been terminated or reduced prior to timely request for hearing, assistance is reinstated.) Under this requirement:

(i) The hearing decision itself constitutes the determination as to eligibility and amount of entitlement; such determination may not be considered to have been made at an earlier point;

(ii) Assistance is continued in at least those cases where, in accordance with criteria issued by the Social and Rehabilitation Service, there is an issue of fact or judgment in the individual case.

(iii) The agency promptly informs the appellant whether assistance will be continued. A claimant dissatisfied with a local agency determination on continuation of assistance may request and obtain prompt reconsideration by the State agency.

(6) Information and referral services are provided to help claimants make use of any legal services available in the community that can provide legal representation at the hearing.

(7) The hearing will be conducted at a time, date and place convenient to the claimant, and adequate preliminary written notice will be given.

(8) The hearings will be conducted by an impartial official (or officials) of the State agency. Under this requirement, the hearing official must not have been involved in any way with the action in question.

(9) When the hearing involves medical issues such as those concerning a diagnosis, or an examining physician's report, or the medical review team's decision, a medical assessment other than that of the person or persons involved in making the original decision will be obtained at agency expense and made part of the record if the hearing officer or the appellant considers it necessary.

(10) The claimant, or his representative, will have adequate opportunity:

(i) To examine all documents and records used at the hearing;

(ii) At his option, to present his case himself or with the aid of others including legal counsel;

(iii) To bring witnesses;

(iv) To establish all pertinent facts and circumstances;

(v) To advance any arguments without undue interference;

(vi) To question or refute any testimony or evidence, including opportunity to confront and cross-examine adverse witnesses.

(11) Prompt, definitive, and final administrative action will be taken within 60 days from the date of the request for a fair hearing, except where the claimant requests a delay in the hearing.

(12) The claimant will be notified of the decision, in writing, in the name of the State agency and, to the extent it is available to him, of his right to judicial review.

(13) When the hearing decision is favorable to the claimant, or when the agency decides in favor of the claimant prior to the hearing, the agency will make corrective payments retroactively to the date the incorrect action was taken or such earlier date as is provided under State policy.

(14) Recommendations of the hearing officer or panel shall be based exclusively on evidence and other material introduced at the hearing. The verbatim transcript of testimony and exhibits, or an official report containing the substance of what transpired at the hearing, together with all papers and requests filed in the proceeding, and the recommendations of the hearing officer or panel will constitute the exclusive record for decision by the hearing authority and will be available to the claimant at a place accessible to him or his representative at any reasonable time.

(15) Decisions by the hearing authority, rendered in the name of the State agency, shall specify the reasons for the decision and identify the supporting evidence. They shall be binding on the State and local agency. Under this requirement:

(i) No person who participated in the local decision being appealed will participate in a final administrative decision on such a case;

(ii) The State agency is responsible for seeing that the decision is carried out promptly.

(16) The State agency will establish and maintain a method for informing, at least in summary form, all local agencies of all fair hearing decisions by the hearing authority and the decisions will be accessible to the public (subject to provisions of safeguarding public assistance information).

(17) In respect to title XIX, when the appeal has been taken on the basis of eligibility determination, the agency responsible for the determination of eligibility for medical assistance, if different from the single State agency administering the medical assistance plan, shall participate in the conduct of the fair hearing.

(b) *Federal financial participation.* Federal financial participation is available for the following items:

(1) Payments of assistance continued pending a hearing decision;

(2) Payments of assistance made to carry out hearing decisions, or to take corrective action after an appeal but prior to hearing, or to extend the benefit of a hearing decision or court order to others in the same situation as those directly affected by the decision or order. Such payments may be retroactive in accordance with applicable Federal policies on corrective payments.

(3) Payments of assistance within the scope of Federally aided public assistance programs made in accordance with a court order.

(4) Service costs incurred by the agency, at the applicable matching rates, for:

(i) Providing legal counsel to represent clients at hearings or in judicial review;

(ii) Providing transportation for the claimant, his representative and witnesses to and from the place of the hearing;

(iii) Meeting other expenditures incurred by the client in connection with the hearing.

(5) Administrative costs incurred by the agency in carrying out the hearing procedures, including expenses of obtaining an additional medical assessment.

2. A new § 206.11 is added to read as follows:

§ 206.1 Advance notice of termination or deduction of assistance.

State plan requirement: A State plan under title, I, IV–A, X, XIV, XVI, or XIX of the Social Security Act must provide that, prior to action to terminate or reduce assistance, the State or local agency will give timely and adequate advance notice detailing the reasons for the proposed action, and will give an opportunity for the recipient (or his representative) to discuss his situation with agency staff, obtain an explanation of the proposed action, and present information to show that the proposed action is incorrect. Under this requirement:

(a) At least 7 days' advance notice of the proposed action must be given;

(b) The recipient may speak for himself or be represented by legal counsel or by a friend or other spokesman; and

(c) The opportunity for conference does not in any way diminish the recipient's right to a fair hearing. (See § 205.10 of this chapter.)

§ 220.25 [Revoked]

3. Section 220.25 of this chapter is revoked.

[F.R. Doc. 70–6701; Filed, May 28, 1970; 8:48 a.m.]

DEPARTMENT OF TRANSPORTATION

Hazardous Materials Regulations Board

[49 CFR Part 171]

[Docket No. HM–48; Notice No. 70–9]

TRANSPORTATION OF HAZARDOUS MATERIALS

Matter Incorporated by Reference

The Hazardous Materials Regulations Board of the Department of Transportation is considering amending §171.7(d)(1) of the Hazardous Materials Regulations to provide an updated reference for addenda to sections VIII (Division I) and IX of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code.

Interested persons are invited to give their views on this proposal. Communications should identify the docket number and be submitted in duplicate to the Secretary, Hazardous Materials Regulations Board, Department of Transportation, 400 Sixth Street SW., Washington, D.C. 20590. Communications received on or before June 30, 1970, will be considered before final action is taken on the proposal. All comments received will be available for examination by interested persons at the Office of the Secretary, Hazardous Materials Regulations Board, both before and after the closing date for comments.

The Compressed Gas Association has petitioned the Department to include the two addenda to sections VIII (Division I) and section IX not presently included in §171.7(d)(1). They are the "Summer 1969 Addenda", issued June 30, 1969, and the "Winter 1969 Addenda", issued December 31, 1969.

The Board agrees with the petition and proposes to amend subparagraph (d)(1) of § 171.7 to read as follows:

§ 171.7 Matter incorporated by reference.

* * * * *

(d) * * *

(1) ASME Code means sections VIII (Division I) and IX of the 1968 edition of the "American Society of Mechanical Engineers Boiler and Pressure Vessel Code," and addenda thereto through December 31, 1969.

* * * * *

This proposal is made under the authority of sections 831–835 of Title 18, United States Code, section 9 of the Department of Transportation Act (49 U.S.C. 1657), and title VI and section 902(h) of the Federal Aviation Act of 1958 (49 U.S.C. 1421–1430 and 1472(h)).

Issued in Washington, D.C., on May 26, 1970.

J. B. McCARTY, Jr.,
Captain, U.S. Coast Guard,
By direction of Commandant,
U.S. Coast Guard.

SAM SCHNEIDER,
Board Member for the
Federal Aviation Administration.

F. C. TURNER,
Federal Highway Administrator.

R. N. WHITMAN,
Administrator,
Federal Railroad Administration.

[F.R. Doc. 70–6704; Filed, May 28, 1970; 8:48 a.m.]

[49 CFR Part 173]

[Docket No. HM–50; Notice No. 70–11]

EXTENSION OF RETEST PERIOD FOR CERTAIN SAFETY RELIEF VALVES

Notice of Proposed Rule Making

The Hazardous Materials Regulations Board is considering amending § 173.31 (d)(8) of the Hazardous Materials Regulations to extend the retest period for safety relief valves of the spring-loaded type on specifications 106A and 110A–W type tanks used exclusively in the service of fluorinated hydrocarbons and mixtures thereof which are free from corroding components. It is proposed to permit such valves to be retested every five years in place of the present two-year interval. Similar valves on single unit tank car tanks are authorized to be tested at five-year intervals and this proposal is consistent therewith.

This proposal is consistent with the relief from retest requirements afforded these tanks several years ago when internal and external visual inspection was permitted in place of the periodic hydrostatic retest. The requalification requirements at that time were modified in recognition of the experience that these non-corrosive gases mitigated against the need for conventional hydrostatic retesting.

In consideration of the foregoing, it is proposed to amend 49 CFR Part 173 as follows:

In § 173.31 subparagraph (d)(8) Retest Table 2 would be amended by inserting reference to footnote *e* in subcolumn headed "Safety relief devices," and by adding footnote *e* as follows:

§ 173.31 Qualification, maintenance, and use of tank cars.

* * * * *

(d) * * *

(8) * * *

RETEST TABLE 2

Specification	Retest interval—years		Retest pressure—p.s.i.		Safety relief valve pressure—p.s.i.	
	Tank	Safety relief devices*	Tank hydrostatic expansion[4]	Tank air test	Start to discharge	Vapor tight
...	...	...	...	...	...	...

* * * * *

* Safety relief valves of the spring-loaded type on tanks used exclusively for fluorinated hydrocarbons and mixtures thereof which are free from corroding components may be retested every five years.

* * * * *

Interested persons are invited to give their views on this proposal. Communications should identify the docket number and be submitted in duplicate to the Secretary, Hazardous Materials Regulations Board, Department of Transportation, 400 Sixth Street, S.W., Washington, D.C. 20590. Communications received on or before July 30, 1970, will be considered before final action is taken on the proposal. All comments received will be available for examination by interested persons at the Office of the Secretary, Hazardous Materials Regulations Board, both before and after the closing date for comments.

This proposal is made under the authority of sections 831–835 of Title 18, United States Code, and section 9 of the Department of Transportation Act (49 U.S.C. 1657).

Issued in Washington, D.C., on May 26, 1970.

LEONARD E. PENSO,
Captain, U.S. Coast Guard,
By direction of Commandant,
U.S. Coast Guard.

F. C. TURNER,
Federal Highway Administrator.

R. N. WHITMAN,
Administrator,
Federal Railroad Administration.

[F.R. Doc. 70-6704; Filed, May 28, 1970; 8:48 a.m.]

Notices

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

CALIFORNIA

Notice of Partial Termination of Proposed Withdrawal and Reservation of Lands

MAY 22, 1970.

Notice of a U.S. Department of Agriculture application, Sacramento 079492, for withdrawal and reservation of land for an administrative site and recreation area was published as F.R. Doc. 65-5758 appearing on pages 7320, 7321, and 7322 of the issue for June 3, 1965. The applicant agency has cancelled its application insofar as it affects the following described lands:

MOUNT DIABLO MERIDIAN

KLAMATH NATIONAL FOREST

Scott Mountain Recreation Area

T. 39 N., R. 7 W.,
Sec. 5, W½, lot 4.

Boulder Creek Recreation Area

T. 40 N., R. 9 W.,
Sec. 25, lot 1.

HUMBOLDT MERIDIAN

SIX RIVERS NATIONAL FOREST

Twelvemile Campground

T. 17 N., R. 3 E.,
Sec. 8, E½NE¼SE¼ and NE¼SE¼SE¼;
Sec. 9, NW¼SW¼SW¼.

TRINITY NATIONAL FOREST

Hyampon Administrative Site

T. 3 N., R. 6 E.,
Sec. 22, SE¼NE¼.

Therefore, pursuant to the regulations contained in 43 CFR, Part 2311, such lands at 10 a.m. on June 26, 1970, will be relieved of the segregative effect of the above-mentioned application.

ELIZABETH H. MIDTBY,
Chief,
Lands Adjudication Section.

[F.R. Doc. 70-6660; Filed, May 28, 1970; 8:45 a.m.]

CALIFORNIA

Notice of Proposed Withdrawal and Reservation of Lands: Amendment

MAY 22, 1970.

Notice of a Bureau of Reclamation application, Ser. No. R 1958, for withdrawal and reservation of lands for enhancement and mitigation of wildlife in connection with the Santa Margarita Project, was published as F.R. Doc. 69-263 on page 344 of the issue for Thursday, January 9, 1969. The applicant agency has amended its application to include additional lands which are described below.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, 1414 University Avenue, Post Office Box 723, Riverside, Calif. 92502.

The Department's regulations, 43 CFR 2311.1-3(c), provide that the authorized officer of the Bureau of Land Management will undertake such investigations as are necessary to determine the existing and potential demand for the lands and their resources. He will also undertake negotiations with the applicant agency with the view of adjusting the application to reduce the area to the minimum essential to meet the applicant's need, to provide for the maximum concurrent management of the lands and their resources.

The authorized officer will also prepare a report for consideration by the Secretary of the Interior who will determine whether or not the lands will be withdrawn as requested by the applicant agency.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

If circumstances warrant, a public hearing will be held at a convenient time and place which will be announced.

The lands involved in the amended application are:

SAN BERNARDINO MERIDIAN, CALIF.

T. 8 S., R. 4 W.,
Sec. 31, lot 4, SE¼SW¼, SW¼SE¼.
T. 8 S., R. 5 W.,
Sec. 36, lots 1, 2, 3, and 4, N½, N½S½.

The areas described aggregate 772.96 acres in San Diego County.

WALTER F. HOLMES,
Assistant Land Office Manager.

[F.R. Doc. 70-6661; Filed, May 28, 1970; 8:45 a.m.]

[Montana 11512]

MONTANA

Notice of Termination of Classification

MAY 22, 1970.

Pursuant to section 2 of the Act of September 19, 1964 (43 U.S.C. 1412), classification published May 14, 1970 (35 F.R. 7517), classifying public lands for disposal is terminated effective upon publication of this notice.

The segregative effect of the Notice of Proposed Classification published in the FEDERAL REGISTER on October 2, 1969 (34 F.R. 15387), will remain in effect until such time as the final classification is published.

Inquiries concerning the classification should be addressed to the State Director, Bureau of Land Management, 316 North 26th Street, Billings, Mont. 59101.

ARTHUR R. GREGORY,
Acting State Director.

[F.R. Doc. 70-6662; Filed, May 28, 1970; 8:45 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[Docket No. FDC-D-143; NDA Nos. 10-042, 10-248, 10-715]

WM. S. MERRELL CO.

Frenquel (Azacyclonol Hydrochloride); Withdrawal of Approval of New-Drug Applications

A notice was published in the FEDERAL REGISTER of December 4, 1969 (34 F.R. 19212), extending to the Wm. S. Merrell Co., Division of Richardson-Merrell Inc., Cincinnati, Ohio 45215, the holder of the subject new-drug applications, and to any other interested person who might be adversely affected, an opportunity for hearing on the proposal of the Commissioner of Food and Drugs to issue an order withdrawing approval of the new-drug applications, and all amendments and supplements thereto, for Frenquel Injection (NDA 10-248) containing 5 milligrams of azacyclonol hydrochloride per cubic centimeter and Frenquel Tablets containing 20 milligrams (NDA 10-042) and Frenquel Tablets containing 100 milligrams (NDA 10-715) of azacyclonol hydrochloride per tablet.

Neither the applicant nor any interested person filed a written appearance of election within the 30 days provided by said notice. The failure to file such an appearance is construed as an election by such persons not to avail themselves of an opportunity for hearing.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 505(e), 52 Stat. 1053, as amended; 21 U.S.C. 355(e)) and under authority delegated to him (21 CFR 2.120), the Commissioner on the basis of new information, evaluated together with evidence available when the applications were approved, finds there is a lack of substantial evidence that the subject drugs will have the effect they purport or are represented to have under the conditions of use prescribed, recommended, or suggested in their labeling.

Pursuant to the foregoing finding, approval of the listed new-drug applications, and all amendments and supplements applying thereto, is withdrawn effective on publication hereof in the FEDERAL REGISTER.

Dated: May 20, 1970.

SAM D. FINE,
Acting Associate Commissioner for Compliance.

[F.R. Doc. 70-6675; Filed, May 28, 1970; 8:46 a.m.]

Office of the Secretary

FACILITIES ENGINEERING AND CONSTRUCTION AGENCY

Statement of Organization, Functions, and Delegations of Authority

Section 2-000 of Part 2 of the Statement of Organization, Functions, and Delegations of Authority for the Department of Health, Education, and Welfare is hereby amended to add a new section 2-002 to state the organization, functions, and delegations of authority of the Facilities Engineering and Construction Agency (FECA), established by the Reorganization Order of the Secretary, effective April 5, 1970.

SECTION 2-002 of the Statement of Organization, Functions, and Delegations of Authority reads as follows:

SEC. 2-002.10 *Mission.* The mission of FECA, to be performed in cooperation with the various Department operating agencies and staff offices, includes:

1. Providing architectural/engineering services to Department operating agencies and staff offices in support of the federally assisted construction activity.

2. Establishing and maintaining liaison with Department operating agencies and staff offices, regional offices, and field installations, other Federal departments and agencies, project representatives, and the general public as may be necessary to carry out the mission of FECA.

3. Establishing and administering a Department program for Research and Development to provide national leadership for innovative methodology, technology, and cost effectiveness in facility planning, design, and construction.

4. Developing architectural/engineering design- and construction-related technical standards and criteria for the Department direct Federal special-purpose construction activity and, similarly, guides for the Federally assisted construction activity.

5. In conjunction with Department operating agencies and staff offices, developing national annual and long-range programs for the acquisition, construction, utilization, operations and maintenance, repair and improvement, and disposal of Department real property, with the exception of school facilities under sections 9 and 10, P.L. 81-815. (As used in this statement, Department real property includes property owned by the Government as well as property which is leased or assigned for Government use.)

6. Technical surveillance and performance evaluation of all aspects of facility engineering functions, including all architectural/engineering services and plant operations assigned to Department operating agencies and staff offices, with respect to responsibilities, efficiency of operations, and utilization of manpower and other resources.

7. Providing supervision of architectural/engineering design and related construction services for the Department direct Federal special-purpose construction activity.

8. Development and execution of policies and procedures for overall FECA operations.

9. Providing contracting services for the Department direct Federal special-purpose construction and real property activities.

10. In conjunction with Department operating agencies and staff offices, providing for both direct Federal special-purpose and federally assisted construction activities, where practicable, an overall plan for community development and renewal by motivating the initiation of new approaches to the coordination of Federal, State, local governmental and community decision-making as related to facility planning and development.

SEC. 2-002.20 *Organization.* FECA, under the supervision of the Director, who reports directly to the Deputy Under Secretary, consists of:

Office of the Director:
  Policy Development Staff.
  Research and Development Staff.
  Administrative Staff.
  Metropolitan Engineering Staff.
Office of Federally Assisted Construction:
  Division of Management Information.
  Division of Operations.
  Division of Facilities Planning.
Office of Facilities Engineering Management:
  Division of Real Property Resources.
  Division of Development Planning.
  Division of Real Estate.
Office of Architectural and Engineering Services:
  Division of Design Management.
  Division of Architecture.
  Division of Engineering.
Office of Facilities Operations and Maintenance:
  Division of Plant Management Systems.
  Division of Technical Services.

SEC. 2-002.30 *Headquarters functions.* A. *Office of the Director.* The Office of the Director (FECA) shall be responsible for:

1. *Office of the Director.* a. Administration and supervision of all FECA activities and personnel resources.

b. Review of operating agency and staff office architectural and engineering manpower budgetary requirements for recommendations to the Office of the Secretary in relation to the Department's manpower utilization program.

c. In conjunction with Department operating agencies and staff offices, justifying the architectural/engineering and related technical aspects of annual budget submittals for the acquisition, construction, utilization, operation and maintenance, repair and improvement, and disposal of Department facilities before the Bureau of the Budget and Congress.

2. *Policy Development Staff.* a. Defining and implementing FECA architectural/engineering- and construction-related policies, procedures, goals, and standards, and coordinating their development with the various Department operating agencies and staff offices, and other Federal departments and agencies.

b. Serving as central point of contact for Congressional and other inquiries.

c. Editing FECA publications.

3. *Research and Development Staff.* Administration and supervision of a Department Research and Development program, including:

a. Identifying needs and establishing facilities engineering Research and Development priorities.

b. Developing and justifying FECA annual and long-range programs and budgets.

c. Coordinating activities sponsored by the Department with other Federal departments and agencies, universities, and private enterprise.

d. Providing, upon request, specialized consultant services to Department operating agencies and staff offices, other Federal departments and agencies, and, where appropriate, to public and private institutions.

e. Identifying, to professional architectural and engineering staffs, the latest concepts in design, equipment, and construction methods in order to develop national leadership in health and education construction.

4. *Administrative Staff.* a. Providing FECA contracting services.

b. Developing FECA administrative practices and procedures and annual operating budgets; personnel administration; control of correspondence, supply, space allocation, and travel funds; managing files and security controls; establishing and maintaining a resource materials library; and performing other administrative functions as may be necessary.

5. *Metropolitan Engineering Staff.* Performing architectural/engineering and construction-related technical services as listed in section 2-002.40, item 3b and item 3d through and including item 3k, for the Washington-Baltimore Metropolitan Area.

B. *Office of Federally Assisted Construction.* The Office of Federally Assisted Construction shall be responsible for:

1. *Division of Management Information.* a. Developing, maintaining, and coordinating architectural/engineering and construction-related reporting systems for the Department direct Federal special-purpose and Federally assisted construction activities.

b. Analyzing reporting systems to develop feedback information to FECA architectural/engineering staffs which will enable evaluation of project progress cost statistics and other necessary engineering management information.

2. *Division of Operations.* a. Providing direction and supervision to the Regional Facilities Engineering and Construction staffs in support of the Federally assisted construction activity.

b. Developing policies and procedures for guidance of Regional Facilities Engineering and Construction staff.

c. Evaluating architectural/engineering performances rendered in support of the Federally assisted construction activity.

d. Coordinating with the Office of Architectural and Engineering Services (FECA) and operating agencies and staff offices, the development of guides and other informational data for use by project applicants, architects/engineers, and contractors.

e. Carrying out a continuing program for the monitoring of project design development and construction progress.

f. Maintaining liaison with Department operating agencies, staff officers, and regional offices.

g. Coordinating, with the Office for Civil Rights, Office of the Secretary, equal employment activities in construction.

h. Coordinating, with the Department of Labor, the need and issuance of Federal wage determinations for both Federal and federally assisted construction projects and the resolution of violations in the area of Federal fair labor standards.

3. *Division of Facilities Planning.* a. In conjunction with Department operating agencies and staff offices, developing facility planning guidelines and furnishing assistance to project applicants in the development of short- and long-range facilities planning.

b. Upon request, providing specialized consultant services to Department operating agencies and staff offices, regional office staffs, project applicants and their representatives, and, where appropriate, public and private institutions, during all phases of project development.

C. *Office of Facilities Engineering Management.* With respect to all Department real property (except for school facilities under sections 9 and 10, P.L. 81–815), the Office of Facilities Engineering Management shall be responsible for:

1. *Division of Real Property Resources.* a. Developing policies for the guidance of Department operating agencies, staff offices, and installations relating to Department real property utilization; and procedures relating to real property inventory, condition, and utilization data collection.

b. Furnishing, upon request, socialized Department real property resource inventory data management consultant services.

c. Gathering, processing, analyzing, storing, and retrieving all information and data to identify and evaluate total Department real property assets, including development of a complete inventory data bank containing real-time quantity, quality, condition, and utilization information.

2. *Division of Development Planning.* a. Developing policies and procedures relating to long-range facility planning for guidance of Department operating agencies, staff offices, regional offices, and field installations.

b. Coordinating efforts with respect to the Departmental operating agencies and staff offices for long-range planning for Departmental new facilities, major alterations, and space/real property requirements.

c. Developing, in conjunction with Department operating agencies and staff offices, technical data for annual Department real-property-related budget submittals to Congress.

d. Furnishing, upon request, specialized long-range facility development planning consultant services.

3. *Division of Real Estate.* a. Interpreting statutory requirements and pertinent Federal directives on Department real property acquisition, utilization, and disposal.

b. Administering a system for acquisition and disposal of Department real property.

c. Coordinating, with General Services Administration, the acquisition, utilization, and disposal of Department-occupied space.

d. Coordinating, with the Office of Surplus Property Utilization, Office of the Assistant Secretary for Administration, the acquisition of excess Federal real property for possible use by the Department.

e. Coordinating the soliciting, negotiating, and executing of real property instruments with the Administrative Staff, Office of the Director (FECA).

f. Providing specialized real property appraisal services to Department operating agencies, staff offices, regional office staff, and field installations.

g. Developing standards and guides on the procurement and utilization of space by all elements of DHEW.

h. Developing policies and procedures relating to real property for guidance of Department operating agencies, staff offices, regional office staffs, and field installations.

D. *Office of Architectural and Engineering Services.* The Office of Architectural and Engineering Services shall be responsible for:

1. *Division of Design Management.* a. Selecting methods and means for providing architectural/engineering and design and related construction services in support of the Department direct Federal special-purpose construction activity.

b. Establishing design and construction schedules and monitoring project progress to insure availability of facilities to meet user occupancy dates.

c. Developing policies and procedures for guidance of regional office staffs and field installations.

d. Coordinating the development of architectural/engineering and construction contract documents with the contracting officer.

e. Providing, upon request, specialized consultant services to Department operating agencies, staff offices, regional offices, and field installations relative to the furnishing and equipping of projects.

2. *Division of Architecture.* a. Providing, upon request, specialized architectural consultant services to Department operating agencies, staff offices, regions, field installations, and project applicants and their representatives with respect to both direct Federal special-purpose and federally assisted construction activities.

b. Developing architectural design standards, criteria, and technical specifications for uniform application to the direct Federal special-purpose construction activity and guides for the Federally assisted construction activity.

c. Supervising architectural design functions for the Federal special-purpose construction activity.

d. Technical surveillance of architectural services being rendered by Department operating agency, staff office, regional office, and field installation staffs.

e. Promoting the utilization of the life-cycle cost concept in all architectural design.

f. Providing drafting and visual aids services for FECA.

3. *Division of Engineering.* a. Providing, upon request, specialized engineering consultant services to Department operating agencies, staff offices, regional offices, field installations, and project applicants and their representatives with respect to both direct Federal special-purpose and Federally assisted construction activity.

b. Developing engineering design standards, criteria, and technical specifications for uniform application to direct special-purpose Federal construction activity and guides for federally assisted construction activity.

c. Supervising civil, mechanical, and electrical design functions for Federal special-purpose construction activity.

d. Technical surveillance of engineering services being rendered by Department operating agency, staff office, regional office, and field installation staffs.

e. Promoting the utilization of the life-cycle cost concept in all engineering design.

E. *Office of Facilities Operations and Maintenance.* The Office of Facilities Operations and Maintenance shall be responsible for:

1. *Division of Plant Management Systems.* a. Developing and implementing an integrated facilities engineering and management system, including information reporting, for the evaluation of Department real property annual and long-range operation and maintenance requirements, operations and maintenance cost control and analysis, and the life-cycle analysis of physical plant component systems and equipment.

b. Technical surveillance and performance evaluation of industrial engineering work controls to determine the adequacy and efficiency of the operations and maintenance of Department real property.

c. Coordinating the development of annual Department real property operations and maintenance budgets with Department operating agencies and staff offices.

d. Developing policies and procedures for guidance of regional office staffs and field installations.

e. In conjunction with Department operating agencies and staff offices, defining and establishing plant work standards, methods, and goals.

f. Developing a continual program for the training of personnel in Department real property operations and maintenance.

2. *Division of Technical Services.* a. Developing technical manuals and standards for guidance of regional office staffs and field installation personnel for the operation, maintenance, repair, and improvement of Department real property.

b. Administering and supervising a continual FECA program for (1) the evaluation of Department real property condition and operations for compliance with applicable safety, health, fire protection, and air and water pollution standards, and (2) the application of adequate and acceptable entomological control, custodial, grounds maintenance, and snow removal services.

c. Furnishing, upon request, specialized plant maintenance and operation consultant services to regional office staffs and field installations.

d. Evaluating Department real property operations, maintenance, and custodial services furnished by other Federal departments and agencies and private lessors on real property occupied by the Department under lease, assignment, license or use permit.

SEC. 2-002.40. *Regional functions. Office of Facilities Engineering and Construction.* 1. In each DHEW Regional Office there will be an Office of Facilities Engineering and Construction headed by a Regional Engineer. He will be under the direct supervision of the Regional Director, DHEW, and will receive technical guidance from FECA.

2. Within certain regions, there will also be District Engineer Offices to implement the construction-related service responsibilities of the Regional Office of Facilities Engineering and Construction. The number and location of District Engineer Offices will depend on geographical distance and workload concentration factors. Each District Engineer Office will be headed by a District Engineer who is directly responsible to the Regional Engineer, Regional Facilities Engineering and Construction.

3. The responsibilities of each Regional Engineer will include the following functions within his jurisdiction:

a. Providing appropriate architectural/engineering design review and construction-related technical services in support of the Federally assisted construction activity.

b. Providing supervision of architectural/engineering design and construction-related services on specified Department special-purpose facilities.

c. Coordinating necessary architectural/engineering services with other Federal departments and agencies for jointly funded Federally assisted construction projects.

d. Providing technical assistance, when requested, to the Office of Emergency Preparedness in times of natural disaster.

e. Providing, upon request, architectural and engineering consultant services to Department field installations and project applicants and their representatives.

f. Conducting a program of periodic site inspections of Department real property to determine compliance with acceptable operations and maintenance procedures and practices.

g. Providing technical assistance and guidance to field installations in establishing annual and long-range Department real property acquisition, construction, utilization, operations and maintenance, repair and improvement, and disposal programs.

h. Conducting a program of post-construction design evaluation of Department real property.

i. Collecting and maintaining data and records required for development of annual and long-range budgets pertaining to operations and maintenance, and repair and improvement, of Department real property.

j. Maintaining liaison and coordinating with the regional staff of the General Services Administration, the acquisition and disposal of Department real property.

k. Preparing reports for submission to Director, FECA. SEC. 2-002.50 *Order of succession.* In the absence or disability of the Director (FECA), or in the event of a vacancy in the position, the Deputy Director (FECA) shall act for him. In the event of disability of both the Director and the Deputy Director, the Deputy Under Secretary will designate a member of the staff to serve as Acting Director.

SEC. 2-002.60 *Delegations of authority.* A. The Director, FECA, is delegated: 1. The authorities vested in the Secretary by law (or delegated to the Secretary from the Administrator of General Services) which were previously delegated by the Secretary to the Assistant Secretary for Administration and redelegated to the Director of General Services, relating to real property management, engineering and facility planning and construction (exclusive of the financial management authority delegated to the Assistant Secretary, Comptroller, and exclusive of the building services functions in relation to the general-purpose facilities operated by GSA-HEW Group, which shall remain in the Director of General Services) in order to properly administer the functions and responsibilities assigned to the Facilities Engineering and Construction Agency by the Secretary's Reorganization Order dated April 5, 1970.

2. All authorities in respect to direct Federal special-purpose construction activities previously delegated or assigned to the Assistant Secretary for Administration and the heads of operating agencies.

3. The authority to issue such general policies and procedures as may be necessary to govern the functions, personnel, funds, and property, in order to establish and administer the Federal Engineering and Construction Agency.

B. The authorities delegated are subject to the reservations of authority in the Secretary in Sec. 2-30 of the Department's Statement of Organization, Functions, and Delegations of Authority (Sec. 2-000-30 of the Department's Organization Manual).

C. The authorities delegated herein may be further redelegated.

Dated: April 3, 1970.

ROBERT H. FINCH,
Secretary.

[F.R. Doc. 70-6703; Filed, May 28, 1970; 8:48 a.m.]

FACILITIES ENGINEERING AND CONSTRUCTION AGENCY

Reorganization Order

Under the authority of sections 6 and 7 of Reorganization Plan No. 1 of 1953 and Reorganization Plan No. 3 of 1966, and pursuant to the authorities vested in me as Secretary of Health, Education, and Welfare, I hereby order the establishment of a new organization and the reassignment of certain engineering, construction, and real property services and functions currently being performed throughout the Department as follows:

SECTION 1. *Organization*—(a) *Facilities Engineering and Construction Agency.* There is established within the Office of the Secretary, a Facilities Engineering and Construction Agency (FECA). With respect to the direct Federal plant, FECA shall:

(1) Develop, in conjunction with Department operating agencies and staff offices, annual and long-range plans for the acquisition, construction, utilization, operation and maintenance, repair and improvement, and disposal of DHEW real property, with the exception of school facilities under sections 9 and 10, P.L. 81-815.

(2) Provide architectural/engineering and related technical services to accomplish the direct Federal plant activities listed in Item (1) above, except that the Department operating agencies will retain such architect/engineer staffs as necessary for providing consultation services to program activities. Engineer staffs currently assigned to individual installations shall be retained for (a) supervision of direct operations and maintenance, and (b) performance of architectural/engineering professional services, including design for repair, maintenance, and alterations up to a total cost of $100,000 for all labor, materials, equipment, and overhead for each individual project. The authority to change this dollar-level limitation shall rest with the Director of FECA.

(3) Accomplish technical surveillance and performance evaluation of the engineering functions (listed above) which are to remain with the Department operating agencies and individual installations.

(4) Provide for the design and construction of DHEW special-purpose facilities.

With respect to Federally assisted construction, FECA shall:

(5) Provide architectural/engineering and construction-related professional services in support of the Department's federally assisted construction, except that the Department operating agencies will retain responsibility for a total integrated systems approach for its facility programs in the development of standards or guidelines for environmental and spatial requirements, functional relationships of elements of the program, and the evaluation of such requirements and relationships.

(b) *Director, Facilities Engineering and Construction Agency.* FECA shall be headed by a Director who shall report to the Deputy Under Secretary.

(c) *Organizational Structure.* FECA shall be organized as follows:

(1) Office of the Director.

(2) Office of Federally Assisted Construction.

(3) Office of Facilities Engineering Management.

(4) Office of Architectural and Engineering Services.

(5) Office of Facilities Operations and Maintenance.

SEC. 2. *Transfer of functions.* The following functions are transferred to FECA:

(a) *Office of the Assistant Secretary for Administration.* All real property management, engineering, facilities planning, and construction functions except that the Office of the Assistant Secretary for Administration shall retain building service functions for those general-purpose facilities operated by the GSA HEW Group.

(b) *Office of the Assistant Secretary, Comptroller.* All architectural/engineering and construction policy development, coordination, and implementation functions for Federally assisted construction.

(c) *Office of Education.* All functions of the headquarters and regional offices of the Office of Construction Service. However, the Office of Education will retain responsibility for a total integrated systems approach for its facility programs in the development of standards or guidelines for environmental and spatial requirements, functional relationships of elements of the program, and the evaluation of such requirements and relationships.

(d) *Health Services and Mental Health Administration (HSMHA).* With respect to Federally assisted construction:

(1) All architectural/engineering functions of the regional offices, including functions performed for other agencies.

(2) All architectural/engineering functions of the headquarters office of the Health Facilities Planning and Construction Service, except that the Health Facilities Planning and Construction Service will retain responsibility for a total integrated systems approach for its facility programs in the development of standards or guidelines for environmental and spatial requirements, functional relationships of elements of the program, and the evaluation of such requirements and relationships.

With respect to the direct Federal plant activities, the functions described in section 1 of this order, relating to the following elements of HSMHA:

Assistant Administrator for Management.
National Communicable Disease Center.
National Institute of Mental Health.
Indian Health Service.
Federal Health Programs Service.

(e) *National Institutes of Health.* (1) With respect to Federally assisted construction, all architectural/engineering functions of the Division of Educational Research Facilities (DERF), except that the Division will retain responsibility for a total integrated systems approach for its facility programs in the development of standards or guidelines for environmental and spatial requirements, functional relationships of elements of the program, and the evaluation of such requirements and relationships. Additionally, DERF will continue to make presentations of individual project proposals to advisory councils, with project design (through the schematic stage) as may be necessary.

(2) With respect to the direct Federal plant activities, the functions described in section 1 of this order, relating to the Office of Engineering Services.

(f) *Environmental Health Service—Food and Drug Administration—Social Security Administration.* The functions described in section 1 of this order, with respect to direct Federal plant activities.

SEC. 3. *Federal Contracting Officer Responsibilities.* All Federal contracting officer responsibilities required in support of functions transferred to FECA by this order shall be assigned to the Director, FECA.

SEC. 4. *Continuation of Regulations.* Except as inconsistent with this order, all regulations, rules, orders, statements of policy, or interpretations of or with respect to the Assistant Secretary for Administration, Assistant Secretary, Comptroller, Office of Education, Health Services and Mental Health Administration, National Institutes of Health, Environmental Health Service, Food and Drug Administration, Social Security Administration, heretofore issued, and either in effect immediately prior to the date of this order or initiated prior to the date of this order and to become effective subsequent to said date, are continued in full force and effect.

SEC. 5. *Program responsibilities of operating agencies for federally assisted construction.* Nothing in this order shall be construed as removing any program responsibilities for Federally assisted construction from the operating agencies. These program responsibilities shall include development of program plans and budgets; approval and award of grants for construction; and necessary consultation services to applicants.

SEC. 6. *Prior statements of organization, functions, and delegations of authority.* To the extent inconsistent with this order, all previous Statements of Organization, Functions, and Delegations of Authority, and chapters of the Department's Organizational Manual are superseded by this order, except that, pending further delegations, directives, or orders by the Director, FECA, all delegations to the Assistant Secretary for Administration, Assistant Secretary, Comptroller, Commissioner of Education, Administrator of the Health Services and Mental Health Administration, Director of the National Institutes of Health, Administrator of the Environmental Health Service, Commissioner of the Food and Drug Administration, and the Commissioner of the Social Security Administration, and all redelegations by these officials to any other officer or employee of any office, institute, bureau, division, center, or other organizational unit in effect immediately prior to the effective date of this order shall continue in effect in them or their successors.

SEC. 7. *Funds, personnel, and equipment.* Transfers of organization and functions effected by this order shall be accompanied in each instance by direct and supporting funds, positions, personnel, records, equipment, supplies, and other resources.

SEC. 8. *Effective date.* This order shall be effective April 5, 1970.

Dated: April 3, 1970.

ROBERT H. FINCH,
Secretary.

[F.R. Doc. 70-6702; Filed, May 28, 1970; 8:48 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-184]

NATIONAL BUREAU OF STANDARDS

Notice of Proposed Issuance of Facility License

The Atomic Energy Commission ("the Commission") is considering the issuance of a full-term facility operating license to the National Bureau of Standards (NBS) which would authorize possession, use and operation of the NBS reactor located on the NBS site near Gaithersburg, in Montgomery County, Maryland, at steady-state power levels not to exceed 10 megawatts (thermal) in accordance with the provisions of the proposed license. The National Bureau of Standards has operated the reactor since November 1967 under Provisional Operating License No. TR-5.

The proposed full-term operating license, which would bear the same number, would supersede the existing Provisional Operating License No. TR-5 and be effective for a period of fifteen (15) years from its date of issuance. The proposed license also incorporates changes to the Technical Specifications which include a revised section 7 relating to administrative and procedural safeguards and operating procedures.

The Commission has found that the application dated April 10, 1969, as supplemented by letter dated January 15, 1970, for a full-term operating license complies with the requirments of the Atomic Energy Act of 1954, as amended

(the Act), and the Commission's regulations published in 10 CFR, Chapter I. The license will be issued after the Commission makes the findings required by the Act and the Commission's regulations which are set forth in the proposed license, and concludes that the issuance of this license will not be inimical to the common defense and security or the health and safety of the public.

Within thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER, the applicant may file a request for a hearing, and any person whose interest may be affected by the issuance of this license may file a petition for leave to intervene. Requests for a hearing and petitions to intervene shall be filed in accordance with the Commission's rules of practice, 10 CFR Part 2. If a request for a hearing or a petition for leave to intervene is filed within the time prescribed in this notice, the Commission will issue a notice of hearing or an appropriate order.

For further details with respect to this proposed license, see (1) the application for a full-term operating license dated April 10, 1969, and supplement thereto dated January 15, 1970; (2) the report of the Advisory Committee on Reactor Safeguards dated March 12, 1970; (3) the proposed facility license; (4) Proposed Change No. 2 to the Technical Specifications to the license; and (5) a related Safety Evaluation by the Division of Reactor Licensing, all of which are available in the Commission's Public Document Room at 1717 H Street, NW., Washington, D.C. Copies of items (2) through (5) may be obtained upon request addressed to the U.S. Atomic Energy Commission, Washington, D.C. 20545, Attention: Director, Division of Reactor Licensing.

Dated at Bethesda, Md., this 21st day of May 1970.

For the Atomic Energy Commission.

PETER A. MORRIS,
Director, Division of Reactor Licensing.

[F.R. Doc. 70-6700; Filed, May 27, 1970; 8:52 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 22231; Order 70-5-123]

AREA, AEROVIAS ECUATORIANAS, C. LTDA.

Statement of Tentative Findings and Conclusions and Order to Show Cause

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 26th day of May 1970.

By Order E-22487, dated June 1, 1965, and approved by the President on July 27, 1965, the Board issued a foreign air carrier permit to AREA, Aerovias Ecuatorianas, C. Ltda. (AREA) which authorized it to engage in foreign air transportation with respect to persons, property, and mail between a point or points in Ecuador, the intermediate point Bogota, Colombia, and the terminal point Miami, Fla. The permit also authorizes its holder to engage in off-route charter trips of property in foreign air transportation subject to the terms, conditions, and limitations prescribed by Part 212 of the Board's Economic Regulations.

The Board has been advised that AREA was declared bankrupt on March 7, 1969, and that the Government of Ecuador has no objection to the cancellation of AREA's permit by the United States Government.

Based upon the foregoing, the Board tentatively finds that the foreign air carrier permit now held by AREA should be canceled, and that, unless objections are received within 20 days from the date of service of this order, the Board should make such tentative findings final and submit to the President for his approval a final order canceling the said permit.

Accordingly, it is ordered:

1. That all interested persons are directed to show cause why the Board should not issue an order which would make final the tentative findings and conclusions herein and which would, subject to the approval of the President, cancel the foreign air carrier permit held by area, Aerovias Ecuatorianas, C. Ltda.;

2. That any interested person having objections to the issuance of such an order shall file with the Board a statement of objections supported by evidence within 20 days of service of this order; [1]

3. That if timely and properly supported objections are filed, further consideration will be accorded the matters and issues raised by the objections before further action is taken by the Board;

4. That in the event no objections are filed, all further procedural steps will be deemed to have been waived and the Board may proceed to enter an order in accordance with the tentative findings and conclusions set forth herein; and

5. That AREA, Aerovias Ecuatorianas, C. Ltda. and the Ambassador of Ecuador shall be served copies of this order.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HARRY J. ZINK,
Secretary.

[F.R. Doc. 70-6697; Filed, May 28, 1970; 8:47 a.m.]

[1] Since provision is made for a response to this order, petitions for reconsideration of this order will not be entertained.

FEDERAL MARITIME COMMISSION

ATLANTIC LINES, LTD., AND PAN AMERICAN MAIL LINE, INC.

Notice of Agreement Filed

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

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street NW., Room 1202; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, 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. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

S. Doolos, Manager, Conferences and Tariffs, Chester, Blackburn & Roder, Inc., One Whitehall Street, New York, N.Y. 10004.

Agreement No. 9864, between Atlantic Lines, Ltd. (initial carrier) and Pan American Mail Line, Inc. (delivering carrier), covers a through billing arrangement for the movement of general cargo from U.S. Atlantic and Gulf ports served by the initial carriers to ports of Aruba, Bonaire, Curacao, Netherlands West Indies and ports in Panama served by the delivering carrier, with transshipment at Kingston, Jamaica, under terms and conditions set forth in the agreement.

Dated: May 26, 1970.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[F.R. Doc. 70-6694; Filed, May 28, 1970; 8:47 a.m.]

COMPANIA PERUANA DEVAPORES, S.A. AND GULF & SOUTH AMERICAN STEAMSHIP CO., INC.

Notice of Agreement Filed

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

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Mari-

time Commission, 1405 I Street NW., Room 1202; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, 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. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Lloyd F. Dolese, Secretary and Treasurer, Gulf & South American Steamship Co., Inc., Post Office Box 50938, New Orleans, La. 70150.

Agreement No. 9865, between Compania Peruana de Vapores, S.A. and Gulf & South American Steamship Co., Inc. establishes a pooling arrangement between the parties on all cargo (except coal; explosives; ad valorem; refrigerated; livestock; mail; passengers' baggage and accompanied automobiles; bulk cargoes, such as grain, soda ash, and sulphate, carried in lots of more than 1,000 short tons per sailing; and bulk liquids, such as lubricating oil, tallow and chemicals). The agreement covers southbound cargo carried under local bills of lading from U.S. Gulf of Mexico ports to ports in Peru.

Compania Peruana de Vapores, S.A shall provide a minimum of 18 sailings per year and Gulf & South American Steamship Co., Inc. shall provide a minimum of 18 sailings per year. Gulf & South American Steamship Co., Inc. shall be accorded the status of a Peruvian flag line with respect to the carriage of southbound cargo in the foreign commerce of Peru. Compania Peruana de Vapores, S.A. has the right to participate equally with U.S. flag carriers in the carriage of government-controlled cargo moving from U.S. Gulf ports to ports in Peru. Gulf and South American Steamship Co., Inc. will support applications for waivers which shall place Peruvian flag vessels owned or operated by Compania Peruana de Vapores, S.A. on a basis of equal opportunity with Gulf & South American Steamship Co., Inc. vessels with respect to the carriage of such cargo.

The agreement shall remain in effect until December 31, 1973. It may be canceled by either party as of December 31, 1971, by 3 months' notice to the other party.

Dated: May 25, 1970.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[F.R. Doc. 70-6695; Filed, May 28, 1970; 8:47 a.m.]

ENCINAL TERMINALS ET AL.

Notice of Agreement Filed

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

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street NW., Room 1202; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, 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. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of Agreement Filed for Approval By:

Mr. Robert Fremlin, Lillick, McHose, Wheat, Adams & Charles, 311 California Street, San Francisco, Calif. 94104.

Agreement No. T-2194, between Encinal Terminals (Encinal) and Universal Terminal and Stevedoring Corporation (UTS) was filed with the Commission on July 12, 1968. The agreement was subsequently amended on October 24, 1969 (T-2194-1). Both the agreement and the amendment were determined not to be subject to section 15, Shipping Act, 1916. UTS has assigned all of its right, title and interest in and to the lease to Universal Terminal and Stevedoring Corp. of California (Universal) and Encinal and Universal have now filed a second amendment (T-2194-2) to the lease. Agreement No. T-2194, as amended, provides for the lease to Universal of certain marine terminal property in Alameda, Calif., to be used for the docking of vessels, receipt, handling, storage, and delivery of waterborne cargo. Charges for land rentals, dockage, warfage, wharf demurrage and storage, and freight transfer charges appear in Encinal's tariff and are collected by Universal. Such charges constitute rental revenue. Universal will pay Encinal an annual minimum rental of $300,000; if rental revenues during the year exceed $800,000, Universal will pay to Encinal $800,000 plus 65% of such excess over $800,000. To accomplish the foregoing the parties agree to pay Encinal monthly payments as outlined in Agreement No. T-2194-2. Universal will perform all terminal operating services and retain all revenues therefrom.

Dated: May 26, 1970.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[F.R. Doc. 70-6696; Filed, May 28, 1970; 8:47 a.m.]

FEDERAL RESERVE SYSTEM

ATLANTIC BANCORPORATION

Order Approving Acquisition of Bank Stock by Bank Holding Company

In the matter of the application of Atlantic Bancorporation, Jacksonville, Florida, for approval of acquisition of 60 per cent or more of the voting shares of The Atlantic Bank of Orlando, Orlando, Florida, a proposed new bank.

There has come before the Board of Governors, pursuant to section 3(a)(3) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)(3)) and § 222.3 (a) of Federal Reserve Regulation Y (12 CFR 222.3(a)), the application of Atlantic Bancorporation, Jacksonville, Florida ("Applicant"), a registered bank holding company, for the Board's prior approval of the acquisition of 60 per cent or more of the voting shares of The Atlantic Bank of Orlando, Orlando, Florida, a proposed new bank.

As required by section 3(b) of the Act, the Board gave written notice of receipt of the application to the Commissioner of Banking of the State of Florida and requested his views and recommendation. The Commissioner recommended approval of the application.

Notice of receipt of the application was published in the FEDERAL REGISTER on April 11, 1970 (35 F.R. 6025), providing an opportunity for interested persons to submit comments and views with respect to the proposal. A copy of the application was forwarded to the United States Department of Justice for its consideration. Time for filing comments and views has expired and all those received have been considered by the Board.

The Board has considered the application in the light of the factors set forth in section 3(c) of the Act, including the effect of the proposed acquisition on competition, the financial and managerial resources and future prospects of the Applicant and the banks concerned, and the convenience and needs of the communities to be served. Upon such consideration, the Board finds that:

Applicant is the fourth largest banking organization in Florida, controlling

14 banks which hold $550 million in deposits, equaling 4.7 percent of total bank deposits in the State of Florida. (All banking data are as of June 30, 1969, adjusted to reflect holding company formations and acquisitions approved by the Board to date.) Consummation of the proposal would not increase concentration in any market, as Bank is a proposed new bank.

Bank would be located in downtown Orlando, the principal city in Orange County. Applicant's only present subsidiary in Orange County is a bank with $10 million in deposits, located in Winter Haven, 7.1 miles north of Orlando. None of Applicant's subsidiaries competes to any significant extent in the Orlando area. The largest banking organization in Orange County is a bank holding company centered in Orlando, the subsidiaries of which hold 42 percent of deposits in the County. Applicant's entry into Orlando would likely stimulate additional competition and promote deconcentration in the area. Consummation of the proposed acquisition would neither eliminate existing competition, foreclose potential competition, nor have adverse effects on the viability or competitive effectiveness of any competing Bank.

Based upon the foregoing, the Board concludes that consummation of the proposed acquisition would not have an adverse effect on competition in any relevant area, and would have a procompetitive effect in Orlando and Orange Counties. The banking factors, as applied to the facts of record, are consistent with approval of the application, and the convenience to the Orlando community of an additional full service bank is a consideration which lends additional weight in support of approval. It is the Board's judgment that the proposed transaction would be in the public interest, and that the application should be approved.

It is hereby ordered, For the reasons set forth in the findings summarized above, that said application be and hereby is approved, provided that the action so approved shall not be consummated (a) before the thirtieth calendar day following the date of this Order or (b) later than 3 months after the date of this Order; and that The Atlantic Bank of Orlando shall be opened for business not later than 6 months after the date of this Order. The latter time periods may be extended for good cause by the Board, or by the Federal Reserve Bank of Atlanta pursuant to delegated authority.

By order of the Board of Governors,[1] May 21, 1970.

[SEAL] KENNETH A. KENYON,
Deputy Secretary.

[F.R. Doc. 70-6671; Filed, May 28, 1970; 8:46 a.m.]

[1] Voting for this action: Chairman Burns and Governors Robertson, Mitchell, Daane, Maisel, Brimmer, and Sherrill.

FIRST BANCSHARES OF FLORIDA, INC.

Order Approving Action To Become a Bank Holding Company

In the matter of the application of First Bancshares of Florida, Inc., Boca Raton, Fla., for approval of action to become a bank holding company through the acquisition of 80 percent or more of the voting shares of First Bank and Trust Company of Boca Raton, National Association, Boca Raton; University National Bank of Boca Raton, Boca Raton; First National Bank and Trust Company of Riviera Beach, Riviera Beach; and Citizens Bank of Palm Beach County, West Palm Beach, all in the State of Florida.

There has come before the Board of Governors, pursuant to section 3(a)(1) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)(1)), and § 222.3(a) of Federal Reserve Regulation Y (12 CFR 222.3(a)), an application by First Bancshares of Florida, Inc., Boca Raton, Fla., for the Board's prior approval of action whereby Applicant would become a bank holding company through the acquisition of 80 percent or more of the voting shares of First Bank and Trust Company of Boca Raton, National Association, Boca Raton; University National Bank of Boca Raton, Boca Raton; First National Bank and Trust Company of Riviera Beach, Riviera Beach; and Citizens Bank of Palm Beach County, West Palm Beach, all in the State of Florida.

As required by section 3(b) of the Act, the Board gave written notice of receipt of the application to the Comptroller of the Currency and the Florida Commissioner of Banking, and requested their views and recommendations. The Comptroller and the Commissioner recommended approval of the application.

Notice of receipt of the application was published in the FEDERAL REGISTER on March 31, 1970 (35 F.R. 5375), which provided an opportunity for interested persons to submit comments and views with respect to the proposed transaction. A copy of the application was forwarded to the United States Department of Justice for its consideration. The time for filing comments and views has expired and all those received have been considered by the Board.

It is hereby ordered, For the reasons set forth in the Board's Statement[1] of this date, that said application be and hereby is approved, provided that the action so approved shall not be consummated (a) before the 30th calendar day following the date of this Order or (b) later than 3 months after the date of this Order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Atlanta pursuant to delegated authority.

[1] Filed as part of the original document. Copies available upon request to the Board of Governors of the Federal Reserve System, Washington, D.C. 20551, or to the Federal Reserve Bank of Atlanta.

By order of the Board of Governors,[2] May 21, 1970.

[SEAL] KENNETH A. KENYON,
Deputy Secretary.

[F.R. Doc. 70-6672; Filed, May 28, 1970; 8:46 a.m.]

FIRST HOLDING CO., INC.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a)(3) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)(3)), by First Holding Company, Inc., which is a bank holding company located in Waukesha, Wis., for prior approval by the Board of Governors of the acquisition by Applicant of 80 percent or more of the voting shares of First National Bank of Oconomowoc, Oconomowoc, Wis.

Section 3(c) of the Act provides that the Board shall not approve:

(1) any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Chicago.

By order of the Board of Governors, May 22, 1970.

[SEAL] KENNETH A. KENYON,
Deputy Secretary.

[F.R. Doc. 70-6673; Filed, May 28, 1970; 8:46 a.m.]

[2] Voting for this action: Chairman Burns and Governors Robertson, Mitchell, Daane, Maisel, and Brimmer. Absent and not voting: Governor Sherrill.

SOCIETY CORP.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a)(3) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)(3)), by Society Corporation, which is a bank holding company located in Cleveland, Ohio, for prior approval by the Board of Governors of the acquisition by Applicant of up to 100 percent (less directors' qualifying shares) of the voting shares of The Erie County Bank, Vermilion, Ohio.

Section 3(c) of the Act provides that the Board shall not approve:

(1) any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Cleveland.

By order of the Board of Governors, May 22, 1970.

[SEAL] KENNETH A. KENYON,
Deputy Secretary.

[F.R. Doc. 70-6674; Filed, May 28, 1970; 8:46 a.m.]

CIVIL SERVICE COMMISSION

ACCOUNTANTS, AUDITORS, INTERNAL REVENUE AGENTS ET AL.

Notice of Adjustment of Minimum Rates and Rate Ranges

Under the authority of 5 U.S.C. 5303 and Executive Order 11073, the Civil Service Commission has authorized a further adjustment of minimum rates and rate ranges for prospective application to certain positions as follows:

GS-510 ACCOUNTING SERIES
GS-512 INTERNAL REVENUE AGENT SERIES
GS-343 GAO MANAGEMENT AUDITOR
GS-1811 CRIMINAL INVESTIGATOR (APPLICABLE ONLY TO POSITIONS OF SPECIAL AGENTS (INTELLIGENCE) IN INTERNAL REVENUE SERVICE
PFS-510 PFS ACCOUNTANTS AND AUDITORS

Geographic coverage: Worldwide (except for New York, N.Y., SMSA; and for positions in GS-1811 and PFS-510 which are covered nationwide)
Effective date: First day of the first pay period beginning on or after June 1, 1970

PER ANNUM RATES

Grade	1	2	3	4	5	6	7	8	9	10
GS-5	$8,510	$8,728	$8,946	$9,164	$9,382	$9,600	$9,818	$10,036	$10,254	$10,472
GS-6	9,238	9,481	9,724	9,967	10,210	10,453	10,696	10,939	11,182	11,425
GS-7	9,988	10,258	10,528	10,798	11,068	11,338	11,608	11,878	12,148	12,418
GS-8	10,451	10,750	11,049	11,348	11,647	11,946	12,245	12,544	12,843	13,142
GS-9	10,868	11,197	11,526	11,855	12,184	12,513	12,842	13,171	13,500	13,829
GS-10	11,231	11,593	11,955	12,317	12,679	13,041	13,403	13,765	14,127	14,489

Level	1	2	3	4	5	6	7	8	9	10	11	12
PFS-6	$8,493	$8,729	$8,965	$9,201	$9,437	$9,673	$9,909	$10,145	$10,381	$10,617	$10,853	$11,089
PFS-8	9,225	10,201	10,477	10,753	11,029	11,305	11,581	11,857	12,133	12,409	12,685	
PFS-10	10,611	10,933	11,255	11,577	11,899	12,221	12,543	12,865	13,187	13,509		

GS-510 ACCOUNTING SERIES
GS-512 INTERNAL REVENUE AGENT SERIES
GS-343 GAO MANAGEMENT AUDITOR
GS-1811 CRIMINAL INVESTIGATOR (APPLICABLE ONLY TO POSITIONS OF SPECIAL AGENTS (INTELLIGENCE) IN INTERNAL REVENUE SERVICE
PFS-510 PFS ACCOUNTANTS AND AUDITORS

Geographic coverage: New York, N.Y., Standard Metropolitan Statistical Area.
Effective date: First day of the first pay period beginning on or after June 1, 1970.

PER ANNUM RATES

Grade	1	2	3	4	5	6	7	8	9	10
GS-5	$8,510	$8,728	$8,946	$9,164	$9,382	$9,600	$9,818	$10,036	$10,254	$10,472
GS-6	9,481	9,724	9,967	10,210	10,453	10,696	10,939	11,182	11,425	11,668
GS-7	10,528	10,798	11,068	11,338	11,608	11,878	12,148	12,418	12,688	12,958
GS-8	11,049	11,348	11,647	11,956	12,245	12,544	12,843	13,142	13,441	13,740
GS-9	11,526	11,855	12,184	12,513	12,842	13,171	13,500	13,829	14,158	14,487
GS-10	11,955	12,317	12,679	13,041	13,403	13,765	14,127	14,489	14,851	15,213
GS-11	12,699	13,096	13,493	13,890	14,287	14,684	15,081	15,478	15,875	16,272

Level	1	2	3	4	5	6	7	8	9	10	11	12
PFS-6	$8,493	$8,729	$8,965	$9,201	$9,437	$9,673	$9,909	$10,145	$10,381	$10,617	$10,853	$11,089
PFS-8	10,477	10,753	11,029	11,305	11,581	11,857	12,133	12,409	12,685	12,961	13,237	
PFS-10	11,577	11,899	12,221	12,543	12,865	13,187	13,509	13,831	14,153	14,475		
PFS-12	12,699	13,096	13,493	13,890	14,287	14,684	15,081	15,478	15,875	16,272		

All new employees in the specified occupational levels will be hired at the new minimum rates.

As of the effective date, all agencies will process a pay adjustment to increase the pay of employees on the rolls in the affected occupational levels. An employee who immediately prior to the effective date was receiving basic compensation at one of the statutory or special rates shall receive basic compensation at the corresponding numbered rate authorized by this letter on and after such date. The pay adjustment will not be considered an equivalent increase within the meaning of 5 U.S.C. 5335 or 39 U.S.C. 3552.

UNITED STATES CIVIL SERVICE COMMISSION,
JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 70-6643; Filed, May 28, 1970; 8:45 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-5765]

FOUR SEASONS NURSING CENTERS OF AMERICA, INC.

Order Suspending Trading

MAY 22, 1970.

The common stock, 50¢ par value, of Four Seasons Nursing Centers of America, Inc., being listed and registered on the American Stock Exchange and having unlisted trading privileges on the Philadelphia - Baltimore - Washington Stock Exchange and the Boston Stock Exchange pursuant to provisions of the Securities Exchange Act of 1934 and all other securities of Four Seasons Nursing Centers of America, Inc., being traded otherwise than on a national securities exchange; 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 above mentioned exchanges and otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period May 23, 1970 through June 1, 1970, both dates inclusive.

By the Commission.

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

[F.R. Doc. 70-6663; Filed, May 28, 1970; 8:45 a.m.]

STERLING INVESTMENT FUND, INC.

[811-598]

Notice of Filing of Application for Order Declaring Company Has Ceased To Be an Investment Company

MAY 22, 1970.

Notice is hereby given that Sterling Investment Fund, Inc. ("Sterling"), James W. Squire, 221 South Tryon Street, Charlotte, N.C. 28202, registered as a management open-end diversified investment company under the Investment Company Act of 1940 ("Act"), has filed an application pursuant to section 8(f) of the Act for an order declaring that Sterling has ceased to be an investment company as defined in the Act. All interested persons are referred to the application on file with the Commission for a statement of the representations contained therein which are summarized below.

On October 1, 1968, Sterling, a North Carolina corporation, entered into an Agreement and Plan of Reorganization with Nation-Wide Securities Company, Inc. ("Nation-Wide"), a registered open-end management investment company, providing for the acquisition by Nation-Wide of substantially all of the assets of Sterling in exchange for capital stock of Nation-Wide. At a special meeting on November 1, 1968, the shareholders of Sterling approved the exchange of Sterling's assets for Nation-Wide stock pursuant to the Agreement; the distribution of Sterling's remaining assets, the Nation-Wide stock, to the shareholders of Sterling; and the complete dissolution of Sterling. The exchange took place on November 4, 1968, and Articles of Dissolution were filed by Sterling with the Secretary of State of North Carolina on the same date. Subsequent to that date, Sterling ceased business operations, all of the obligations of Sterling were discharged; and the Nation-Wide stock held by Sterling was distributed among the shareholders of Sterling in redemption and cancellation of all of the issued and outstanding stock of Sterling. Sterling has been dissolved and has ceased to exist.

Section 8(f) of the Act provides that when the Commission, upon application, finds a registered investment company has ceased to be an investment company, it shall so declare by order, and that upon the effectiveness of such order, the registration of such company shall cease to be in effect.

Notice is further given that any interested person may, not later than June 15, 1970, at 5:30 p.m., submit to the Commission in writing a request for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request and the issues, if any, of fact or law proposed to be controverted, or he may request that he be notified if the Commission should order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request shall be served personally or by mail (air mail if the person being served is located more than 500 miles from the point of mailing) upon the Applicant at the address stated above. Proof of such service (by affidavit or in case of an attorney-at-law by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0–5 of the Rules and Regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the information stated in said application, unless an order for hearing upon said application shall be issued upon request or upon the Commission's own motion. Persons who request a hearing or advice as to whether a hearing is ordered will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission (pursuant to delegated authority).

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

[F.R. Doc. 70-6664; Filed, May 28, 1970; 8:45 a.m.]

DEPARTMENT OF LABOR

Office of Federal Contract Compliance

PROCESSING OF COMPLAINTS OF EMPLOYMENT DISCRIMINATION AS BETWEEN TWO AGENCIES

Memorandum of Understanding

Part I. In order to reduce duplication of compliance activities and to facilitate information exchange, the Equal Employment Opportunity Commission (EEOC) and the Office of Federal Contract Compliance (OFCC) agree to the following:

Prior to investigation of charges filed against Government contractors subject to Executive Order 11246 (30 F.R. 12319), as amended by Executive Order 11375 (32 F.R. 14303), EEOC will contact OFCC to (a) determine whether the contractor has been subjected to a compliance review within the past ninety (90) days, and (b) obtain and review copies of any documents relevant to EEOC's investigation which have been secured by the contracting agency in previous compliance reviews.

Prior to conducting compliance reviews or investigations of complaints against Government contractors, OFCC will contact EEOC to (a) determine whether EEOC has processed similar or identical charges against the contractor, (b) determine whether EEOC has information from prior investigations, if any which may have a bearing on the contractor's compliance with Executive Order 11246, as amended, and (c) obtain and review any pertinent documents.

It is anticipated that these contacts will be made routinely between EEOC regional offices and regional offices of OFCC. In order to facilitate this information exchange:

OFCC will provide EEOC with:

(a) Copies of reports from Compliance Agencies outlining contractor compliance reviews proposed for the next quarter.

(b) Current lists of Compliance Agencies with an associated list of contractor establishments located in each region of each Compliance Agency.

(c) A listing of compliance reviews actually completed each quarter indicating the results of such reviews.

EEOC will provide OFCC with:

(a) A monthly printout listing of all current charges under investigation, by region.

(b) A quarterly listing of all cases in which settlement or conciliation has been completed and the results, by region.

(c) A copy of each conciliation agreement prepared in EEOC field offices as a result of conciliation efforts.

Part II. The following procedure shall be applicable to all cases involving Government contractors subject to the provisions of Executive Order 11246, as amended.

(a) OFCC shall promptly transmit complaints filed with it under Executive Order 11246, as amended, to EEOC, which shall treat such complaints as charges filed under Title VII of the Civil Rights Act of 1964. EEOC will investigate such complaints, if practicable within sixty (60) days or, in the case of charges relating to practices occurring in a state or subdivision thereof in which EEOC is required to refer to an appropriate state or local agency under section 706(b) of Title VII, if practicable, within one hundred and twenty (120) days) from the date on which such charge is received by it. In investigating such charges, EEOC will act both on behalf of OFCC under Executive Order 11246, as amended, and on its own behalf under Title VII. EEOC shall promptly transmit its decision and findings of fact in all such cases to OFCC, which shall then take action in accordance with paragraph (b) of this part.

(b) Whenever EEOC determines that reasonable cause exists to believe that a Government contractor subject to Executive Order 11246, as amended, has violated Title VII, it shall transmit its decision and findings of fact to OFCC. The Director of OFCC then shall cause to be served upon such contractor a notice that reasonable cause exists to believe that such contractor is in violation of Executive Order 11246, as amended, and that should conciliation efforts of EEOC fail, said contractor shall have thirty (30) days to show cause why enforcement proceedings should not be commenced against it under Executive Order 11246, as amended. In order to develop effective working procedures to implement this paragraph, the following procedure shall apply during the first ninety (90) days of the operation of this Memorandum:

(1) EEOC shall determine which cases in which reasonable cause has been found against Government contractors will be referred to OFCC for issuance of thirty (30) day show cause notices under this paragraph.

(2) EEOC and OFCC will agree on the total number of cases to be referred.

(3) At the end of ninety (90) days, EEOC and OFCC will review the operation of this Memorandum, and adopt such adjustments to procedures as are appropriate in the light of experience.

(c) A finding by EEOC as to reasonable cause shall not be conclusive as to whether the contractor has violated Executive Order 11246, as amended, nor is anything contained herein intended to limit the authority of OFCC in conducting such further investigations or from instituting such further efforts to obtain compliance with the provisions of Executive Order 11246, as amended, including the commencement of show cause proceedings earlier than the period specified in paragraph (b) above, as it deems appropriate: *Provided*, That in further attempting to resolve questions of noncompliance, OFCC shall give appropriate consideration to the fact that voluntary conciliation efforts of EEOC have failed with respect to such contractor.

(d) EEOC and OFCC shall conduct periodic reviews of the implementation of this agreement, and shall, on an ongoing basis, continue their efforts to develop consistent systems, procedures, and standards in furtherance of the purposes of this agreement.

Signed at Washington, D.C., this 20th day of May 1970.

WILLIAM H. BROWN, III
Chairman, Equal Employment Opportunity Commission.

GEORGE P. SHULTZ,
Secretary of Labor.

JOHN L. WILKS,
Director, Office of Federal Contract Compliance.

[F.R. Doc. 70-6665; Filed, May 28, 1970; 8:45 a.m.]

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

PROCESSING OF COMPLAINTS OF EMPLOYMENT DISCRIMINATION AS BETWEEN TWO AGENCIES

Memorandum of Understanding

CROSS REFERENCE: For a document regarding memorandum of understanding relative to processing complaints of employment discrimination as between two agencies, see F.R. Doc. 70-6665, Department of Labor, Office of Federal Contract Compliance, *infra*.

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATION FOR RELIEF

MAY 26, 1970.

Protests to the granting of an application must be prepared in accordance with § 1100.40 of the general rules of practice (49 CFR 1100.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 41967—*Chlorine to Henderson, Ky.* Filed by O. W. South, Jr., agent (No. A6174), for interested rail carriers. Rates on chlorine, in tank carloads, as described in the application, from Evans City, Ala., to Henderson, Ky.

Grounds for relief—Market competition.

Tariff—Supplement 220 to Southern Freight Association, Agent, tariff ICC S-600.

By the Commission.

[SEAL] H. NEIL GARSON,
Secretary.

[F.R. Doc. 70-6691; Filed, May 28, 1970; 8:47 a.m.]

[Notice 542]

MOTOR CARRIER TRANSFER PROCEEDINGS

MAY 26, 1970.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 1132), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC-72049. By order of May 20, 1970, the Motor Carrier Board approved the transfer to Dempsey Transportation, Inc., Oklahoma City, Okla., of certificate in No. MC-102426, issued January 7, 1970, to Vand J. Enterprises, Inc., McCook, Nebr., authorizing the transportation of: Heavy machinery and engines, and portable houses and buildings, from, to, or between specified points in Kansas, Nebraska, and Colorado. D. D. Brunson, 419 Northwest Sixth Street, Oklahoma City, Okla. 73102, attorney for applicants.

No. MC-FC-72108. By order of May 19, 1970, the Motor Carrier Board approved the transfer to Gale B. Alexander, Ottumwa, Iowa, of Permit No. MC-52407, issued November 15, 1956, to Signa A. Young, Ottumwa, Iowa, authorizing the transportation of: Fresh meats and packing house products, and such commodities as are dealt in by wholesale drug houses, from Ottumwa, Iowa, to Trenton, Mo., serving specified intermediate and off-route points; hardware; hardware, targets, small arms ammunition, binder twine, and malt beverages, from Chicago, Sterling, Belleville, DeKalb, East Alton, and Peoria, Ill., as specified, to Ottumwa, Iowa; and hardware and groceries, from Ottumwa, Iowa, to points in Missouri as specified. Kenneth F. Dudley, 901 South Madison Avenue, Post Office Box 279, Ottumwa, Iowa 52501, applicants' representative.

No. MC-FC-72131. By order of May 20, 1970, the Motor Carrier Board approved the transfer to World Freight Carriers Corp., 844 Union St., West Springfield, Mass. 01089, the operating rights in certificate No. MC-6756 issued November 30, 1949, to Sheldon's Express, Inc., East Pepperell, Mass., authorizing the transportation of general commodities, with exceptions, between specified points in Massachusetts, and of Certificate of Registration No. MC-6756 (Sub-No. 2) issued June 1, 1964, to Sheldon's Express evidencing a right to engage in transportation in interstate commerce as described in Irregular Route Common Carrier Certificate No. 2341, dated April 30, 1949, issued by the Massachusetts Department of Public Utilities. Mary E. Kelley, 11 Riverside Avenue, Medford, Mass. 02155, Ernest B. Sheldon, 70 Main Street, Pepperell, Mass. 01463, attorneys for transferor.

No. MC-FC-72142. By order of May 22, 1970, the Motor Carrier Board approved the transfer to Harlem Commonwealth Council, Inc., New York, N.Y., of the license in No. MC-130029 issued January 30, 1968, to Lawton-Johnson Travel Agency, Inc., New York, N.Y., authorizing operations as a broker at New York, N.Y., in the transportation of passengers and their baggage, in the same vehicle with passengers, in special and charter operations, in round-trip tours, beginning and ending in New York, N.Y., and extending

to points in the United States. Robert E. Goldstein, 8 West 40th Street, New York, N.Y. 10018, attorney for applicants.

No. MC-FC-72163. Dual operations are involved. By order of May 22, 1970, the Motor Carrier Board approved the transfer to Wikel Bulk Express, Inc., Huron, Ohio, of certificate No. MC-124579 and subs thereunder and permit No. MC-114377 and subs thereunder issued to G. Edward Wikel, doing business as Wikel Milk Cartage, Huron, Ohio, authorizing the transportation of: Various commodities of a general commodity nature, including dairy products, fruit juices, brick, etc., between specified points and areas in Illinois, Indiana, Michigan, Minnesota, New Jersey, New York, Ohio, Pennsylvania, and West Virginia. Richard H. Brandon, attorney, 79 East State Street, Columbus, Ohio 43215.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 70-6692; Filed, May 28, 1970; 8:47 a.m.]

CUMULATIVE LIST OF PARTS AFFECTED—MAY

The following numerical guide is a list of parts of each title of the Code of Federal Regulations affected by documents published to date during May.

3 CFR

PROCLAMATIONS:
- 3982 — 6999
- 3983 — 7105
- 3984 — 7169
- 3985 — 7855

EXECUTIVE ORDERS:
- May 24, 1879 (revoked in part by PLO 4832) — 8233
- July 2, 1910 (revoked in part by PLO 4814) — 7255
- March 28, 1924 (revoked by PLO 4812) — 7254
- April 17, 1926 (revoked in part by PLO 4813) — 7255
- 1373 (revoked in part by PLO 4823) — 7973
- 10624 (amended by EO 11530) — 8335
- 10903 (see EO 11530) — 8335
- 11530 — 8335
- 11531 — 8337

PRESIDENTIAL DOCUMENTS OTHER THAN PROCLAMATIONS AND EXECUTIVE ORDERS:
- Letter of May 26, 1970 — 8423
- Reorganization Plan No. 2 of 1970 — 7959

5 CFR

- 213 — 6957, 7123, 7124, 7171, 7283, 7426, 7493, 7559, 7777, 7962
- 550 — 7171

7 CFR

- 19 — 7493
- 51 — 6957, 7249, 7777
- 53 — 7064
- 201 — 7411
- 215 — 8203
- 225 — 7777
- 301 — 7001, 7002, 7361
- 354 — 7689
- 404 — 7361
- 411 — 7361
- 724 — 7361
- 730 — 8339
- 755 — 8442
- 775 — 6958, 7495, 8273
- 798 — 7172
- 811 — 7777
- 877 — 7064
- 905 — 7411
- 907 — 7172, 7503, 7779
- 908 — 7173, 7504, 7637, 7779, 8340
- 910 — 7003, 7283, 7362, 7637, 7691, 7961, 8273, 8442
- 916 — 7961
- 917 — 7064, 7779
- 918 — 7362, 7723
- 944 — 7504
- 953 — 8203
- 959 — 7065, 7780
- 966 — 7003
- 980 — 8204
- 1041 — 7173
- 1097 — 7283
- 1102 — 7283
- 1108 — 7283
- 1201 — 7066
- 1421 — 7363, 7504, 7781, 8204, 8340, 8342, 8443
- 1427 — 8343
- 1481 — 7880
- 1485 — 7505
- 1600 — 7505

PROPOSED RULES:
- 26 — 7739
- 29 — 7427
- 51 — 7804
- 58 — 7739
- 81 — 7805
- 724 — 7738
- 725 — 7075
- Ch. IX — 7077
- 909 — 7806
- 911 — 7977
- 914 — 7183
- 915 — 7977
- 947 — 8286
- 953 — 8290
- 981 — 7428
- 1003 — 7824
- 1004 — 7924
- 1005 — 6965
- 1006 — 7023
- 1007 — 7566, 8448
- 1012 — 7023
- 1013 — 7023
- 1016 — 7924
- 1032 — 7082
- 1033 — 6965
- 1034 — 6965
- 1035 — 6965
- 1041 — 6965
- 1050 — 7082
- 1094 — 8235
- 1103 — 8235
- 1138 — 8448

8 CFR

- 100 — 7249
- 103 — 7284
- 204 — 7284
- 205 — 7285
- 212 — 7637
- 238 — 7285, 7638
- 242 — 7638

PROPOSED RULES:
- 103 — 7018
- 214 — 7018

9 CFR

- 71 — 7249
- 76 — 6958, 7004, 7066, 7107, 7175, 7285, 7370, 7376, 7412, 7505, 7638, 7723, 7724, 7781, 8207, 8208, 8273, 8347, 8445
- 78 — 7692
- 97 — 7781
- 327 — 7724

PROPOSED RULES:
- 71 — 7976
- 109 — 7652
- 113 — 7652
- 114 — 7652
- 121 — 7652
- 201 — 7811, 8368

10 CFR

- 1 — 7285
- 2 — 7639, 7640
- 50 — 7640
- 70 — 7640
- 150 — 7640, 7725

PROPOSED RULES:
- 50 — 7818

12 CFR

- 1 — 7549
- 207 — 6959, 7376
- 212 — 7726
- 220 — 7249, 7376
- 221 — 6959, 7250, 7377
- 226 — 7550
- 265 — 7782
- 545 — 7377, 7693
- 561 — 7377
- 563 — 7377, 7693
- 571 — 8208
- 608 — 7005

PROPOSED RULES:
- 545 — 7130, 7981
- 563 — 7131

13 CFR

- 121 — 7726

14 CFR

- 1 — 7782
- 21 — 7292
- 25 — 7108

14 CFR—Continued

Page

29 ... 7293
37 ... 6914, 7641
39 ... 6916, 6917, 7006, 7051, 7293, 7294, 7378, 7551, 7552, 7857, 8210, 8211, 8347, 8348
43 ... 7641
61 ... 7007
71 ... 6917, 7051, 7108, 7109, 7175–7177, 7237, 7294, 7378, 7379, 7412, 7552, 7553, 7694, 7782, 7784–7786, 7857, 7858, 8211, 8212, 8348, 8349
73 ... 6917, 7051, 7295, 7553, 7786, 7858
75 ... 7051, 7109, 7553
91 ... 7108, 7293, 7782
95 ... 7858
97 ... 6918, 7052, 7237, 7506, 7860, 7962, 8425
101 ... 8212
121 ... 7108, 7293, 7641
127 ... 7293
157 ... 8273
202 ... 7109
203 ... 7110
205 ... 7110
207 ... 7295
208 ... 7295, 7694
212 ... 7297
214 ... 7298
221 ... 7298
241 ... 8213
287 ... 7110
295 ... 7298
298 ... 7695
302 ... 7111
376 ... 7111

PROPOSED RULES:

39 ... 6967, 7185, 7435, 7436, 7655, 7813
71 ... 6968, 6969, 7186, 7303–7305, 7384, 7436, 7584–7586, 7656–7658, 7703, 7814–7818, 7902, 8240, 8369, 8370
73 ... 6969
75 ... 7020, 7305
91 ... 7020
121 ... 7021, 7083
127 ... 7083
207 ... 7587
208 ... 7587
212 ... 7587
214 ... 7587
221 ... 7513
249 ... 7587
295 ... 7587
399 ... 7587

15 CFR

10 ... 8349
370 ... 8353
371 ... 7379
372 ... 8354
373 ... 8354
376 ... 8354
1000 ... 7220, 7228

PROPOSED RULES:

1000 ... 7183

16 CFR

13 ... 7007–7009, 7298, 7507–7511, 7786, 7787, 8354, 8355

PROPOSED RULES:

24 ... 7822
52 ... 7822
55 ... 8370
81 ... 8371

16 CFR—Continued

Page

PROPOSED RULES—Continued

90 ... 6969
425 ... 7437
426 ... 7744
500 ... 7903
502 ... 7705
503 ... 7903

17 CFR

240 ... 7643, 7644
249 ... 7068
274 ... 7788

PROPOSED RULES:

270 ... 7132, 7985

18 CFR

2 ... 7511, 7963
141 ... 8356
157 ... 7789
250 ... 7010
260 ... 6960, 7412
620 ... 7379

PROPOSED RULES:

2 ... 7385, 7985
4 ... 7985
101 ... 7985
104 ... 7985
105 ... 7985
141 ... 7985
157 ... 7262, 7385
201 ... 7262, 7985
204 ... 7262, 7985
205 ... 7985
260 ... 7262, 7985

19 CFR

4 ... 7299, 7645, 8222
5 ... 8214
10 ... 8222
12 ... 7890
16 ... 7891
18 ... 8222
23 ... 7645, 8222
24 ... 8222
53 ... 8275
123 ... 8215

PROPOSED RULES:

1 ... 8368

20 CFR

422 ... 7891, 8426

21 CFR

2 ... 7068, 7299
3 ... 7696
19 ... 7791
27 ... 7645
53 ... 7178
120 ... 7178, 7179, 7300, 7553, 7554, 7696, 7792, 8223, 8358, 8445
121 ... 7068, 7180, 7414, 7646, 7697, 7734, 7735, 7792, 8224, 8276, 8446
130 ... 7250
135b ... 7253
135c ... 7181, 7380, 7697
135e ... 7300, 7734
135g ... 7181, 7300, 7734
141 ... 8276
144 ... 8446
145 ... 8276
146 ... 7250
147 ... 7735, 8276
148e ... 7647
148k ... 7415

21 CFR—Continued

Page

148m ... 7647
149u ... 8276
191 ... 7415, 8358
320 ... 7069

PROPOSED RULES:

1 ... 7811
19 ... 7568
27 ... 7654
120 ... 7569
135 ... 7569
144 ... 7569
191 ... 7303

22 CFR

41 ... 7554, 8275

24 CFR

200 ... 7381
201 ... 7649
1665 ... 7697
1914 ... 7012, 7560, 7801, 8224
1915 ... 7013, 7561, 7802, 8225

PROPOSED RULES:

7 ... 8240
1905 ... 7655

26 CFR

13 ... 7011, 7300
31 ... 7070
143 ... 6962, 7727
147 ... 7555
601 ... 7111

PROPOSED RULES:

31 ... 7125
270 ... 8283
285 ... 8283

28 CFR

9 ... 7013

29 CFR

8 ... 7016
526 ... 7727
670 ... 6963
675 ... 7793
678 ... 6963
790 ... 7382
870 ... 8226
1425 ... 8426

PROPOSED RULES:

60 ... 8291, 8369

30 CFR

301 ... 7181, 7132

31 CFR

306 ... 8228
500 ... 6963, 7728

PROPOSED RULES:

10 ... 7565

32 CFR

1 ... 8427
2 ... 8428
3 ... 8429
4 ... 8429
5 ... 8430
6 ... 8431
7 ... 8434
8 ... 8435
9 ... 8437
10 ... 8437
12 ... 8437

32 CFR—Continued

Page

14 ... 8438
16 ... 8439
18 ... 8439
19 ... 8440
24 ... 8441
30 ... 8441
518 ... 7253
809b ... 8228
882 ... 8275
888c ... 8562
1001 ... 8230
1007 ... 8230
1009 ... 8230

32A CFR

BDSA (Ch. VI):
M–11A ... 7648
M–11A, Dir. 1 ... 7648
M–11A, Dir. 2 ... 7648

PROPOSED RULES:
Ch. X ... 7305, 7804

33 CFR

1 ... 8279
117 ... 7182, 7891, 8279, 8280
126 ... 7556
204 ... 7649
207 ... 7512
209 ... 8280

PROPOSED RULES:
110 ... 7019, 7902
117 ... 7513
401 ... 7169

36 CFR

7 ... 7556, 7793, 8446
251 ... 8230
311 ... 8447
326 ... 8447

PROPOSED RULES:
50 ... 7439

37 CFR

PROPOSED RULES:
5 ... 8290

38 CFR

17 ... 7380, 8230
36 ... 7728

39 CFR

Ch. I ... 7416
142 ... 7382

PROPOSED RULES:
135 ... 7018
138 ... 7427

41 CFR

1–16 ... 7070
5–60 ... 8359
5A–1 ... 7254, 8231
5A–2 ... 7416, 8231
5A–3 ... 7416, 7728
5A–72 ... 8231
5A–73 ... 7649, 7729
5A–74 ... 8231

41 CFR—Continued

Page

5A–76 ... 7729, 8231
5B–2 ... 8231
5B–12 ... 8232
5B–16 ... 7892, 8232
7–1 ... 7964
7–3 ... 7964
7–13 ... 7964
7–16 ... 7969
101–26 ... 7182, 7301, 7650
101–28 ... 7650
101–32 ... 7557

42 CFR

78 ... 7699, 8363

PROPOSED RULES:
78 ... 7901
81 ... 7082, 7740, 7812, 7813
90 ... 7260

43 CFR

1840 ... 8232
3130 ... 7416

PUBLIC LAND ORDERS:
1230 (revoked in part by PLO 4815) ... 7255
1767 (revoked in part by PLO 4818) ... 7256
2058 (revoked by PLO 4830) ... 7974
4254 (revoked by PLO 4827) ... 7973
4371 (see PLO 4821) ... 7971
4481 (amended and corrected by PLO 4831) ... 7974
4582 (see PLO 4827) ... 7973
4810 ... 7117
4811 ... 7117
4812 ... 7254
4813 ... 7255
4814 ... 7255
4815 ... 7255
4816 ... 7255
4817 ... 7256
4818 ... 7256
4819 ... 7256
4820 ... 7256
4821 ... 7971
4822 ... 7972
4823 ... 7973
4824 ... 7973
4825 ... 7973
4826 ... 7973
4827 ... 7973
4828 ... 7974
4829 ... 7974
4830 ... 7974
4831 ... 7974
4832 ... 8233
4833 ... 8233
4834 ... 8233
4835 ... 8233

PROPOSED RULES:
3400 ... 7737

45 CFR

102 ... 7334
107 ... 7892
155 ... 7256
205 ... 8366
233 ... 7301
1026 ... 7893
1069 ... 7788

45 CFR—Continued

Page

PROPOSED RULES:
205 ... 8448
206 ... 8448
220 ... 8448
250 ... 7654

46 CFR

66 ... 7651
284 ... 7894

PROPOSED RULES:
137 ... 8291

47 CFR

0 ... 8280
1 ... 7117
2 ... 7894, 8281
63 ... 7259
64 ... 7259
73 ... 6913, 7118, 7259, 7417, 7558, 7730–7732, 7899
74 ... 7118
81 ... 7793, 7795
83 ... 6913, 7795
97 ... 7259

PROPOSED RULES:
25 ... 8370
31 ... 7903
33 ... 7903
64 ... 7609
73 ... 7262, 7820, 7982, 8292
83 ... 7743
97 ... 7903

49 CFR

71 ... 7733, 8366
173 ... 7120, 7121, 7700
391 ... 7799
392 ... 7799
571 ... 7900
1001 ... 7512
1033 ... 7016, 8282
1034 ... 7017
1036 ... 7121
1048 ... 7701
1056 ... 7123
1112 ... 7651
1134 ... 7559
1307 ... 8282
280 ...

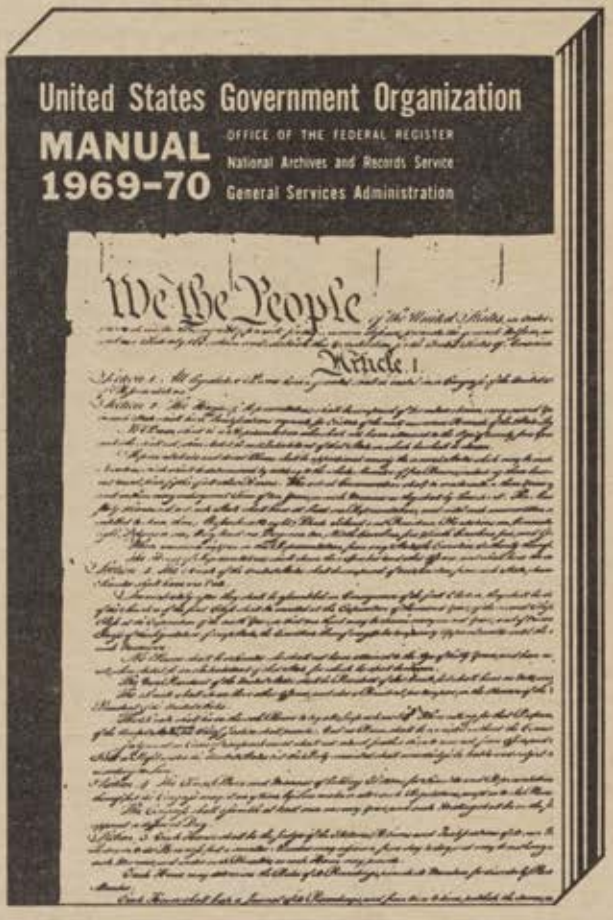
PROPOSED RULES:
171 ... 8450
173 ... 7127, 8450
192 ... 7127
567 ... 6969
571 ... 7187, 7586
1061 ... 7703

50 CFR

28 ... 7975
33 ... 7123, 7382, 7734, 7801
80 ... 7017
210 ... 7070
241 ... 7801
280 ... 8366

PROPOSED RULES:
10 ... 8285
273 ... 7737
280 ... 7438

United States Government Organization MANUAL 1969–70



know your government

Presents essential information about Government agencies (updated and republished annually). Describes the creation and authority, organization, and functions of the agencies in the legislative, judicial, and executive branches. This handbook is an indispensable reference tool for teachers, students, librarians, researchers, businessmen, and lawyers who need current official information about the U.S. Government. The United States Government Organization Manual is the official guide to the functions of the Federal Government, published by the Office of the Federal Register, GSA.

$3.00 per copy. Paperbound, with charts

Order from Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.