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(Revised as of January 1, 1972)

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Title 49—Transportation (Parts 1200—1299)-----	3. 00

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Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 213—EXCEPTED SERVICE

Treasury Department

Section 213.3305 of Schedule C is amended to reflect the following title change: From Deputy Special Assistant to the Secretary (Congressional Relations) to Legislative Liaison Officer.

Effective on publication in the FEDERAL REGISTER (2-23-72), subparagraph (33) of paragraph (a) of § 213.3305 is amended as set out below.

§ 213.3305 Treasury Department.

(a) *Office of the Secretary.* * * *

(33) One Legislative Liaison Officer.

(5 U.S.C. secs. 3301, 3302, E.O. 10577; 3 CFR 1954-58 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-2639 Filed 2-22-72; 8:46 am]

PART 213—EXCEPTED SERVICE

Department of the Interior

Section 213.3312 is amended to show that the position of Deputy Assistant Secretary for Applied Sciences, Office of the Assistant Secretary for Water Quality and Research, is no longer excepted under Schedule C.

Effective on publication in the FEDERAL REGISTER (2-23-72), subparagraph (21) of paragraph (a) of § 213.3312 is revoked.

(5 U.S.C. secs. 3301, 3302, E.O. 10577; 3 CFR 1954-58 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-2638 Filed 2-22-72; 8:46 am]

PART 213—EXCEPTED SERVICE

Department of Commerce

Section 213.3314 is amended to show that one position of Assistant Director, Bureau of Domestic Commerce, is excepted under Schedule C.

Effective on publication in the FEDERAL REGISTER (2-23-72), subparagraph (13) is added to paragraph (m) of § 213.3314 as set out below.

§ 213.3314 Department of Commerce.

(m) *Office of the Assistant Secretary for Domestic and International Business.* * * *

(13) Assistant Director, Bureau of Domestic Commerce.

(5 U.S.C. secs. 3301, 3302, E.O. 10577; 3 CFR 1954-58 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-2635 Filed 2-22-72; 8:46 am]

PART 213—EXCEPTED SERVICE

Environmental Protection Agency

Section 213.3318 is amended to show that the Office of the Assistant Administrator for Media Programs has been redesignated the Office of the Assistant Administrator for Air and Water Programs.

Effective on publication in the FEDERAL REGISTER (2-23-72), the headnote of paragraph (f) is amended, subparagraph (4) is added, and paragraph (i) is revoked as set out below.

§ 213.3318 Environmental Protection Agency.

(f) *Office of the Assistant Administrator for Air and Water Programs.* * * *

(4) One Special Assistant to the Assistant Administrator (Intergovernmental Relations).

(i) [Revoked]

(5 U.S.C. secs. 3301, 3302, E.O. 10577; 3 CFR 1954-58 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-2636 Filed 2-22-72; 8:46 am]

PART 213—EXCEPTED SERVICE

General Services Administration

Section 213.3337 is amended to show that one additional position of Special Assistant to the Commissioner, Property Management and Disposal Service, is excepted under Schedule C.

Effective on publication in the FEDERAL REGISTER (2-23-72), subparagraph (3) of paragraph (f) of § 213.3337 is amended as set out below.

§ 213.3337 General Services Administration.

(f) *Property Management and Disposal Service.* * * *

(3) Two Special Assistants to the Commissioner.

(5 U.S.C. secs. 3301, 3302, E.O. 10577; 3 CFR 1954-58 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-2637 Filed 2-22-72; 8:46 am]

PART 213—EXCEPTED SERVICE

Action

Section 213.3359 is amended to show that one position of Deputy Associate Director for Older Americans Programs, Office of the Associate Director for Domestic and Anti-Poverty Operations, is excepted under Schedule C.

Effective on publication in the FEDERAL REGISTER (2-23-72), paragraph (e) is added to § 213.3359 as set out below.

§ 213.3359 Action.

(e) One Deputy Associate Director for Older American Programs.

(5 U.S.C. secs. 3301, 3302, E.O. 10577; 3 CFR 1954-58 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-2634 Filed 2-22-72; 8:46 am]

Title 7—AGRICULTURE

Chapter XVIII—Farmers Home Administration, Department of Agriculture

SUBCHAPTER B—LOANS AND GRANTS
PRIMARILY FOR REAL ESTATE PURPOSES
[FHA Instruction 444.10]

PART 1822—RURAL HOUSING LOANS AND GRANTS

Subpart I—Self-Help Technical Assistance

PROCESSING APPLICATIONS AND
COMPLETING LOAN DOCKETS

Subpart I of Part 1822, Title 7, Code of Federal Regulations (35 F.R. 11226), § 1822.329(a)(3) is amended by revising subdivision (iii) to provide for using community organizations including local minority organizations as a possible source of names of people interested in self-help housing.

As revised, § 1822.329(a)(3), subdivision (iii) reads as follows:

§ 1822.329 Processing applications and completing loan docket.

(a) *Application.* * * *

(3) * * *

(iii) The names and addresses of families who have been personally contacted by the applicant and are interested in participating in a self-help housing project. For example, Community organizations including local minority organizations may be used as a source of names of people interested in self-help housing.

(Sec. 510, 63 Stat. 437, 42 U.S.C. 1480; order of Acting Secretary of Agriculture, 36 F.R. 21529; order of Assistant Secretary of Agriculture for Rural Development and Conservation, 36 F.R. 21529)

Dated: February 16, 1972.

JOSEPH HASPRAY,
Deputy Administrator,
Farmers Home Administration.

[FR Doc.72-2669 Filed 2-22-72;8:49 am]

Title 17—COMMODITY AND SECURITIES EXCHANGES

Chapter I—Commodity Exchange Authority (Including Commodity Exchange Commission), Department of Agriculture

PART 1—GENERAL REGULATIONS UNDER THE COMMODITY EXCHANGE ACT

Recordkeeping

On September 28, 1971, there was published in the FEDERAL REGISTER (36 F.R. 19081) a notice of proposed amendment of § 1.35 of the general regulations under the Commodity Exchange Act, as amended (17 CFR 1.35), relating to recordkeeping.

Interested persons were given 30 days in which to submit written data, views, or arguments on the proposed revision. Pursuant to the authority vested in the Secretary of Agriculture under the Commodity Exchange Act, as amended, and after careful consideration of all written data, views, and arguments presented by interested persons, and of all other relevant facts and information available, § 1.35 of the general regulations under said act is hereby amended by inserting between paragraphs (a) and (b) new paragraph (a-1) to read as follows:

§ 1.35 Records of cash commodity and futures transactions.

(a-1) *Futures commission merchants and members of contract markets: Recording of customers' orders.*

(1) Each futures commission merchant receiving a customer's order shall immediately upon receipt thereof prepare a written record of such order, including the account identification and order

number, and shall record thereon, by time-stamp or other timing device, the date and time, to the nearest minute, the order is received.

(2) Except as provided in subparagraph (3) of this paragraph, each member of a contract market who on the floor of such contract market receives a customer's order which is not in the form of a written record including the account identification, order number and the date and time, to the nearest minute, such order was transmitted or received on the floor of such contract market, shall immediately upon receipt thereof prepare a written record of such order, including the account identification and order number and shall record thereon, by time-stamp or other timing device, the date and time, to the nearest minute, the order is received.

(3) The requirements of subparagraph (2) of this paragraph shall not apply if such customer is another member of such contract market present on the floor thereof at the time the order is received, and the member receiving and executing such order immediately upon the execution thereof, notes on his trading card or other record maintained in accordance with the requirements of paragraph (d) of this section, the time of execution, to the nearest minute.

(4) Each member of a contract market reporting the execution of a customer's order from the floor of a contract market shall record on a written record of such order, including the account identification and order number, by time-stamp or other timing device, the date and time, to the nearest minute, such report of execution is made.

The foregoing amendment reflects a certain change in the proposal set forth in the notice of rule making published on September 28, 1971. This change was made by providing an exception in subparagraph (3) to the requirements of subparagraph (2) for the purpose of further liberalizing the requirements set forth in the proposal, and does not impose any new requirements in addition to what was set forth in the proposal. It does not appear that further notice and other public procedure with respect to this matter would make additional information available to the Department of Agriculture. Accordingly, it is found upon good cause that further notice and other public procedure is impracticable and unnecessary.

(Sec. 4g, 49 Stat. 1496, sec. 5, 42 Stat. 1000, as amended; 7 U.S.C. 6g, 7)

NOTE: The recordkeeping requirements herein have been approved by the Office of Management and Budget in accord with the Federal Reports Act of 1942 (44 U.S.C. Ch. 12).

This revision shall become effective thirty (30) days after publication in the FEDERAL REGISTER.

Issued: February 16, 1972.

RICHARD E. LYNG,
Assistant Secretary.

[FR Doc.72-2668 Filed 2-22-72;8:49 am]

Title 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs, Department of the Treasury

[T.D. 72-61]

PART 16—LIQUIDATION OF DUTIES

Countervailing Duties; Sugar Content of Certain Articles From Australia

The Treasury Department is in receipt of official information that the rates of bounties or grants paid or bestowed by the Australian Government within the meaning of section 303, Tariff Act of 1930 (19 U.S.C. 1303), on the exportation during the months of October, November, and December 1971, of approved fruit products and other approved products containing sugar amount to Australian \$71.40, \$63.50, and \$62.30, respectively, per 2,240 pounds of sugar content.

The net amount of bounties or grants on the above-described commodities which are manufactured or produced in Australia is hereby ascertained, determined, and declared to be the rates stated above. Additional duties on the above-described commodities, except those commodities covered by T.D. 55716 (27 F.R. 9595), whether imported directly or indirectly from that country, equal to the net amounts of the bounty shown above shall be assessed and collected.

The table in § 16.24(f) under "Australia—Sugar content of certain articles" is amended (1) by deleting therefrom the reference to T.D. 70-197, and (2) by adding a reference to this Treasury Decision. As amended the last three lines of the table under this commodity will read:

Country	Commodity	Treasury decision	Action
		70-225	New rate.
		71-276	Do.
		72-61	Do.

(R.S. 251, secs. 303, 624, 46 Stat. 687, 759; 19 U.S.C. 66, 1303, 1624)

[SEAL] EDWIN F. RAINS,
Acting Commissioner of Customs.

Approved: February 8, 1972.

EUGENE T. ROSSIDES,
Assistant Secretary
of the Treasury.

[FR Doc.72-2660 Filed 2-22-72;8:48 am]

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 7—Agency for International Development, Department of State MISCELLANEOUS AMENDMENTS TO CHAPTER

Chapter 7 of Title 41 is amended as follows:

PART 7-4—SPECIAL TYPES AND METHODS OF PROCUREMENT

1. The Contents of Part 7-4 are revised to delete "Motion pictures and film strips" and insert, in lieu thereof "Reserved" for § 7-4.5101.

Subpart 7-4.51—Mission Procurements Under Master Contracts

2. Section 7-4.5101 is deleted in its entirety and "§ 7-4.5101 Reserved" inserted in lieu thereof.

PART 7-5—SPECIAL AND DIRECTED SOURCES OF SUPPLY

Subpart 7-5.50—Foreign Economic Assistance Procurements by, Through, and From Other Government Agencies

3. The last sentence in § 7-5.5001 is deleted in its entirety.

PART 7-7—CONTRACT CLAUSES

4. The Contents of Part 7-7 are deleted in their entirety and the following substituted therefor:

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7-7.000	Scope of part.
7-7.001	References to "Government".

Subpart 7-7.1—Fixed Price Supply Contracts

7-7.101	Clauses.
7-7.101-1	Definitions.
7-7.101-14	Buy American Act.
7-7.101-19	Officials not to benefit.
7-7.101-22	Federal, State, and local taxes.
7-7.101-34	Workmen's compensation insurance (Defense Base Act).

Subpart 7-7.6—Fixed Price Construction Contracts

7-7.602	Additional standardized clauses.
7-7.602-9	Workmen's compensation insurance (Defense Base Act).
7-7.602-10	Federal, State, and local taxes.

Subpart 7-7.50—Clauses for Cost Reimbursement Type Contracts

7-7.5000	Scope of subpart.
7-7.5001	Required clauses.
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7-7.5001-13	Price reduction for defective cost or pricing data.
7-7.5001-14	Audit and records.
7-7.5001-15	Subcontractor cost and pricing data.
7-7.5001-16	Reports.
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7-7.5001-18	Subcontracts and purchase orders.
7-7.5001-19	Title to and care of property.
7-7.5001-20	Utilization of Small Business Concerns.
7-7.5001-21	Utilization of concerns in labor surplus areas.

Sec.	
7-7.5001-22	Insurance—liability to third persons.
7-7.5001-23	Termination for default or for convenience of the Government.
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7-7.5001-34	Walsh-Healey Public Contracts Act.
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7-7.5101-44	Language, weights, and measures.
7-7.5101-45	Inspection and acceptance.
7-7.5101-46	Security requirements.
7-7.5101-47	Marking.
7-7.5101-48	Notices.
7-7.5102	Clauses to be used when applicable.
7-7.5102-1	Alterations in contract.

Subpart 7-7.52—Clauses for Basic Ordering Agreement for Participant Training

7-7.5200	Scope of subpart.
7-7.5201	Required clauses.
7-7.5201-1	Definitions.
7-7.5201-2	Travel and transportation.
7-7.5201-3	Changes in tuition and fees.
7-7.5201-4	Conflicts between agreement and catalog.
7-7.5201-5	Transcripts.
7-7.5201-6	Withdrawal of students.
7-7.5201-7	Method of payment.
7-7.5201-8	Examination of records.
7-7.5201-9	Audit and records.
7-7.5201-10	Inspection.
7-7.5201-11	Subcontracts.
7-7.5201-12	Modifications or amendment.
7-7.5201-13	Material change in conditions.
7-7.5201-14	Termination.
7-7.5201-15	Disputes.
7-7.5201-16	Assignment of claims.
7-7.5201-17	Convict labor.
7-7.5201-18	Officials not to benefit.
7-7.5201-19	Covenant against contingent fees.
7-7.5201-20	Equal opportunity.
7-7.5201-21	Utilization of concerns in labor surplus areas.
7-7.5201-22	Utilization of Small Business Concerns.
7-7.5201-23	Notices.
7-7.5202	Clauses to be used when applicable.
7-7.5202-1	Alterations in contract.

Subpart 7-7.53—Clauses for Contracts for Participant Training

7-7.5300	Scope of subpart.
7-7.5301	Required clauses.
7-7.5301-1	Definitions.
7-7.5301-2	Travel and transportation.

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7-7.5301-3	Changes in tuition and fees.
7-7.5301-4	Conflicts between agreement and catalog.
7-7.5301-5	Transcripts.
7-7.5301-6	Withdrawal of students.
7-7.5301-7	Method of payment.
7-7.5301-8	Examination of records.
7-7.5301-9	Audit and records.
7-7.5301-10	Inspection.
7-7.5301-11	Modification or amendment.
7-7.5301-12	Material change in conditions.
7-7.5301-13	Termination.
7-7.5301-14	Disputes.
7-7.5301-15	Assignment of claims.
7-7.5301-16	Convict labor.
7-7.5301-17	Officials not to benefit.
7-7.5301-18	Covenant against contingent fees.
7-7.5301-19	Equal opportunity.
7-7.5301-20	Utilization of concerns in labor surplus areas.
7-7.5301-21	Utilization of Small Business Concerns.
7-7.5301-22	Notices.
7-7.5302	Clauses to be used when applicable.
7-7.5302-1	Alterations in contract.

Subpart 7-7.54—Clauses for Fixed Price Type Contract for Technical Services

7-7.5400	Scope of subpart.
7-7.5401	Required clauses.
7-7.5401-1	Definitions.
7-7.5401-2	Biographical data.
7-7.5401-3	Changes.
7-7.5401-4	Inspection.
7-7.5401-5	Documentation for payment.
7-7.5401-6	Approvals.
7-7.5401-7	Procurement of equipment, vehicles, materials, and supplies.
7-7.5401-8	Subcontracts.
7-7.5401-9	Assignment of claims.
7-7.5401-10	Examination of records.
7-7.5401-11	Default.
7-7.5401-12	Disputes.
7-7.5401-13	Convict labor.
7-7.5401-14	Standards of work.
7-7.5401-15	Equal opportunity.
7-7.5401-16	Officials not to benefit.
7-7.5401-17	Covenant against contingent fees.
7-7.5401-18	Release of information.
7-7.5401-19	Utilization of Small Business Concerns.
7-7.5401-20	Utilization of concerns in labor surplus areas.
7-7.5401-21	Rights in data.
7-7.5401-22	Language, weights, and measures.
7-7.5401-23	Government property.
7-7.5401-24	Notice and assistance regarding patent and copyright infringement.
7-7.5401-25	Gratuities.
7-7.5401-26	Security requirements.
7-7.5401-27	Notices.
7-7.5401-28	Authorization and consent.
7-7.5401-29	Patent provisions and publication of results.
7-7.5402	Additional clauses.
7-7.5402-1	Definitions.
7-7.5402-2	Personnel.
7-7.5402-3	Conversion of U.S. dollars to local currency.
7-7.5402-4	Miscellaneous.
7-7.5402-5	Contractor—mission relationships.
7-7.5402-6	Marking.
7-7.5402-7	Insurance—workmen's compensation, private automobiles.
7-7.5402-8	U.S.-flag carriers.
7-7.5403	Clauses to be used when applicable.
7-7.5403-1	Alterations in contract.
7-7.5403-2	Termination for convenience.
7-7.5403-3	Price reduction for defective cost or pricing data.

AUTHORITY: The provisions of this Part 7-7 issued under sec. 621, 75 Stat. 445, as amended; 22 U.S.C. 2381.

5. New Subpart 7-7.50 is added as follows:

Subpart 7-7.50—Clauses for Cost Reimbursement Type Contracts

§ 7-7.5000 Scope of subpart.

This subpart sets forth contract clauses for use in cost reimbursement contracts with a contractor other than an educational institution.

§ 7-7.5001 Required clauses.

These clauses are mandatory for cost-plus-fixed-fee contracts and, with necessary modifications, for other types of cost reimbursement contracts.

§ 7-7.5001-1 Definitions.

DEFINITIONS (DECEMBER 1970)

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "A.I.D." shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting officer" shall mean the person executing this contract on behalf of the United States Government, and any other government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating country or countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Economy class" air travel (also known as jet economy, air coach, tourist-class, etc.) shall mean a class of air travel which is less than first class.

(i) "Federal Procurement Regulations" (FPR), when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

§ 7-7.5001-2 Changes.

CHANGES (DECEMBER 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) Statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for performance of this contract. If any such change causes an increase or decrease in the

estimated cost of, or the time required for performance of this contract, or otherwise affects any other provision of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (1) in the estimated cost of delivery schedule, or both, (2) in the amount of any fee to be paid to the Contractor, and (3) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: Provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D./Washington Contracting Officer, valid change orders may be issued only by an A.I.D./Washington Contracting Officer, or such other person as he may in writing designate for such purpose.

§ 7-7.5001-3 Biographical data.

BIOGRAPHICAL DATA (DECEMBER 1970)

(a) Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract: (1) All individuals to be sent outside of the United States, (2) key personnel. Biographical data on the other individuals employed under the contract shall be available for review by A.I.D. at the Contractor's principal place of business.

§ 7-7.5001-4 Leave and holidays.

LEAVE AND HOLIDAYS (DECEMBER 1970)

Contractor employees shall be entitled to such leave and holidays while serving in the United States as are provided in accordance with the Contractor's established policy and practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum, or sick leave be earned at a rate exceeding 13 working days per annum.

§ 7-7.5001-5 Travel and transportation expenses.

TRAVEL AND TRANSPORTATION EXPENSES (DECEMBER 1970)

(a) *United States travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for economy class commercial scheduled air travel by the most expeditious route unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for post-audit. Such travel allowances shall be in accordance with the established practice of the Contractor for travel within the United States provided that it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations, as from time to time amended.

(b) *Actual expense basis.* Travel on an actual expense basis may be authorized or approved by the Contractor's Chief Executive Officer, or equivalent official, when it is determined that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem allowance provided herein. Payment on an actual expense basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the cost of lodging (exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed the applicable maximum amount allowable under section 6.12 of the Standardized Government Travel Regulations, as from time to time amended. Receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as a part of the Contractor's records to support the Contractor's claim for reimbursement, or for post audit.

§ 7-7.5001-6 Standards of work.

STANDARDS OF WORK (DECEMBER 1970)

The Contractor agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to high professional standards.

§ 7-7.5001-7 Inspection.

INSPECTION (DECEMBER 1970)

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

§ 7-7.5001-8 Limitation of cost.

LIMITATION OF COST (DECEMBER 1970)

(a) It is estimated that the total cost to the Government, exclusive of fixed fee, for the performance of this contract will not exceed the estimated cost set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule, and all obligations under this contract within such estimated cost. If at any time the Contractor has reason to believe that the cost which he expects to incur in the performance of this contract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the estimated cost then set forth in the Schedule or if at any time, the Contractor has reason to believe that the total cost to the Government, exclusive of any fixed fee, for the performance of this contract will be substantially greater or less than the then estimated cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving the revised estimate of such total cost for the performance of this contract.

(b) The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in the Schedule, and the Contractor shall not be obligated to continue performance under the contract or to incur costs in

excess of the estimated cost set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this contract. When and to the extent that the estimated cost set forth in the Schedule has been increased, any costs incurred by the Contractor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs had been incurred after such increase in estimated cost.

§ 7-7.5001-9 Allowable cost, fixed fee and payment.

ALLOWABLE COST, FIXED FEE AND PAYMENT (DECEMBER 1970)

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) The cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(i) Subpart 1-15.2 (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract; and

(ii) The terms of this contract; and

(2) Such fixed fee, if any, as may be provided for the Schedule.

(b) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form SF-1034 (original) and SF-1034(a) three copies, each voucher identified by the appropriate A.I.D. contract number properly executed, in the amount of dollar expenditures made during the period covered, which voucher forms shall be supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor in the form and manner satisfactory to A.I.D. substantially as follows:

TOTAL EXPENDITURES

Category	Budget amount	To date	This period
Salaries and wages.....	1 \$XXX	1 \$XXX	1 \$XXX
Consultant fees.....	XXX	XXX	XXX
Allowances.....	XXX	XXX	XXX
Travel and transportation.....	XXX	XXX	XXX
Other direct costs.....	XXX	XXX	XXX
Overhead.....	2 XXX	2 XXX	2 XXX
Equipment and materials.....	XXX	XXX	XXX
Grand total.....	XXX	XXX	XXX

¹ Including salaries overseas of \$XXX.
² Including overhead overseas of \$XXX.

(2) The fiscal report shall include a certification signed by an authorized representative of the Contractor as follows:

The undersigned hereby certifies: (1) That payment of the sum claimed under the cited contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the contract or for any breach of the terms of the contract, (2) that information on the fiscal report is correct and such detailed supporting information as A.I.D. may require will be furnished at the Contractor's home office or base office as appropriate promptly to A.I.D. on request and (3) that all requirements called for by the contract to the date of this certification have been met.

By _____
 Title _____
 Date _____

(3) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required in subparagraph (b) (1) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under all contracts in which the total contract amount is \$50,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of \$50,000; provided, however, that if the Contractor has a contract in excess of \$50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(i) Copy of Contractor's payroll indicating names, pay rates and pay periods with regard to salaries, fees and any related allowances paid Contractor's employees and consultants.

(ii) Statement of itinerary and originals or copies of carriers' receipts for employee's and dependents' transportation costs. Travel allowances must be stated separately.

(iii) Receipted supplier's invoices for cost of commodities, equipment and supplies, insurance and other items. Invoices must show quantity, description and price (less applicable discounts and purchasing agents commission). Individual transactions under \$100.00 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airways bill or parcel post receipt. Voucher SF-1034 or SF-1036, as appropriate, must state whether or not items procured by Contractor were procured through advertising.

(iv) Receipted invoice of transporter showing name of vessel, flag and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airway bill if applicable. No invoice is required if the bill of lading contains all the required information.

(4) The Contractor shall submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies or equipment totaling in excess of \$2,500 appropriately detailed as to quantity, description and price for each individual item of equipment purchased.

(5) The Contractor shall submit a Supplier's Certificate, A.I.D. Form 282, in triplicate, executed by the vendor for each transaction in excess of \$2,500.

(c) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule; provided, however, that after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(d) At any time or times prior to final payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

(e) On receipt and approval of the voucher designated by the Contractor as the "final voucher" (which is to be submitted on Form SF-1034 (original) and SF-1034(a) in three copies and supported by:

(1) Original and two copies of a certified fiscal report rendered by the Contractor as in (b) (1) and (2) above;

(2) Vendor's invoices as in (b) (3) or (b) (4) above;

(3) Supplier's Certificate as in (b) (5) above; and

(4) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor, and upon compliance by the Contractor with all provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f), (g) and (h) below), the Government shall promptly pay to the Contractor any balance of allowable dollar cost, and any part of the fixed fee, which has been withheld pursuant to (d) above or otherwise not paid to the Contractor. The completion voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) Documentation for mission. When submitting Voucher Form SF-1034 to the Paying Office listed on the Cover Page of this contract, the Contractor shall at the same time airmail to the Mission Controller one copy of vendor's invoices for all items of commodities, equipment and supplies (except magazines, pamphlets and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items shipped from Contractor's stocks where vendor's invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Clauses of this contract entitled "Examination of Records" and "Audit and Records".

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(1) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(1) Any dollar cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

§ 7-7.5001-10 Negotiated overhead rates.

NEGOTIATED OVERHEAD RATES (DECEMBER 1970)

(a) Notwithstanding the provisions of the clause of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties as specified below.

(b) The Contractor, as soon as possible but not later than ninety (90) days after the expiration of each period specified in the Schedule, shall submit to the Contracting Officer with a copy to the Office of the Controller of A.I.D., Washington, D.C., a proposed final overhead rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting cost data. Negotiation of final overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract.

(d) The results of each negotiation shall be set forth in a modification to this contract, which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in the Schedule or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision

of negotiated provisional rates provided in the Schedule shall be set forth in a modification to this contract.

(f) Any failure by the parties to agree on any final rate or rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the "Disputes" clause of this contract.

§ 7-7.5001-11 Assignment of claims.

ASSIGNMENT OF CLAIMS (DECEMBER 1970)

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all dollar amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

§ 7-7.5001-12 Examination of records.

EXAMINATION OF RECORDS (DECEMBER 1970)

(a) (1) The Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any books, documents, papers, or records of the Contractor, that directly pertain to, and involve transactions relating to this contract or subcontracts hereunder for inspection, audit or reproduction by any authorized representative of the Comptroller General.

(3) In the event the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Contracting Officer, such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall

preserve and make available his records (i) until expiration of three years after final payment under this contract or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier; and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by (I) or (II) below.

(I) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of three years from the date of any resulting final settlement or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier.

(II) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) cost and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in subparagraph (4)(II) above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph (a), including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

(b) The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph (a)(6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of three years after final payment under the subcontract, or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor that directly pertain to, and involve transactions relating to the subcontract. The term "subcontract" as used in this paragraph (b) only, excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

§ 7-7.5001-13 Price reduction for defective cost or pricing data.

Insert the clause set forth in FPR 1-3.814-1(a).

§ 7-7.5001-14 Audit and records.

Insert the clause set forth in FPR 1-3.814-2(c).

§ 7-7.5001-15 Subcontractor cost and pricing data.

Insert the clause set forth in FPR 1-3.814-3(a).

§ 7-7.5001-16 Reports.

REPORTS (DECEMBER 1971)

(a) Unless otherwise provided in the Schedule of this contract, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a semi-annual report which shall include the following:

(1) A substantive report covering the status of the work under the Contract, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity covered under the terms of this contract.

(2) An administrative report covering expenditures and personnel employed under the contract.

(b) Contractor shall prepare and submit to the Contracting Officer such other report as may be specified in the Schedule.

(c) Unless otherwise provided in the schedule of this contract, at the conclusion of the work hereunder, the Contractor shall prepare and submit to the Contracting Officer three (3) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 45 days after completion of the work hereunder unless this period is extended in writing by the Contracting Officer.

(d) Contractor shall submit two copies of each report dealing with technical matters (e.g., progress and final reports) prepared pursuant to this clause, or a clause of the Schedule of this contract to the AID Reference Center (PPC/PTIS/ARC), Agency for International Development, Washington, D.C. 20523. The title page of all reports forwarded to the A.I.D. Reference Center pursuant to this paragraph (d) shall include the contract number, project number and project title as set forth in the schedule of this contract.

§ 7-7.5001-17 Source requirements of procurement of equipment, vehicles, materials, and supplies.

SOURCE REQUIREMENTS OF PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS, SUPPLIES, AND SERVICES (DECEMBER 1971)

(a) Except as may be specifically approved or directed in advance by the Contracting Officer or as exempted in paragraph (d) below, the source of any procurement financed under this contract shall be the United States and it shall have been mined, grown, or through manufacturing, processing, or assembly, produced in the United States. The term "source" means the country from which a commodity is shipped to the Cooperating Country, or the Cooperating Country if the commodity is located therein at the time of purchase. If, however, a commodity is shipped from a free port or bonded warehouse in the form in which it is received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. In addition to the foregoing rule, a produced commodity will not be eligible for financing under this contract if:

- (1) It contains any component from countries other than free world countries as described in A.I.D. Geographic Code 935; or
- (2) It contains components which were imported into the country of production from such free world countries other than authorized source countries; and

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

(ii) The total cost of such components (delivered at the point of production)

amounts to more than 50 percent, or such other percentage as A.I.D. may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by A.I.D.).

(b) If (i) the effective use of printed or audio-visual teaching materials depends upon their being in the local language, and (ii) such materials are intended for technical assistance projects or activities financed by A.I.D. in whole or in part, and (iii) other funds, including U.S.-owned or U.S.-controlled local currencies, are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

Countries selected from Geographic Code (See AIDPR 7-6.5201-1):

(1) 000 United States, including the AID Regional Technical AID Centers.

(2) --- Cooperating Country, identified, when applicable, by specific reference to the name and corresponding AID geographic code.

(3) 901 Limited Free World.

(4) 899 Free World.

(c) The Contractor shall purchase all English language books, magazines, and other periodicals from the current A.I.D. contractors providing purchasing services of such material at discount prices; Provided, however, that the Contractor may purchase books, magazines, or periodicals from other sources if the terms, price, delivery and other factors considered, are as good as, or better than, those offered by the current A.I.D. contractors. The procedures to be followed, the name and address of the contractors, and pertinent provisions of the contracts are set forth in A.I.D. Manual Orders 1425.3 (books) and 1425.3.1 (subscriptions to magazines and periodicals).

(d) Procurements in the Cooperating Country which are less than \$2,500.00, and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended in the performance of this contract, are exempt from the conditions set forth above other than (a) (1). Such materials include but are not limited to, raw and processed materials, parts, components, assemblies, small tools and supplies.

§ 7-7.5001-18 Subcontracts and purchase orders.

SUBCONTRACTS AND PURCHASE ORDERS (DECEMBER 1971)

(a) Subcontractors and/or vendors shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this contract. In no event shall any such subcontract or purchase order be on a cost-plus-a-percentage-of-cost basis.

(b) Unless authorized by the schedule of this contract, written approval by the Contracting Officer is required prior to the placement of any subcontract or purchase order which:

(1) Is for the purchase and/or lease of vehicles.

(2) Is for the purchase of any equipment, material or supplies in excess of \$2,500.00.

(3) Is written on a cost-reimbursement, time and material or labor hour basis.

(4) Is for the furnishing of any of the work or services required by this contract. For the purpose of this subparagraph (4); purchase of materials, supplies, equipment and vehicles is not considered to be work or services required by this contract (reference subparagraphs (1) and (2) for approval requirements on vehicles, materials, equipment and supplies).

(c) The data to be furnished when submitting subcontracts or purchase orders for approval shall include as a minimum:

(1) A description of supplies or services being purchased.

(2) Identification of subcontractor or vendor and an explanation of how the proposed subcontractor was selected including the extent of competition obtained.

(3) Statement as to why the type of Contract (if other than firm fixed price) and the price/estimated cost are considered to be reasonable and in the best interest of the project.

(4) Subcontractor representations and certifications (i.e., Certificate of Cost or Pricing Data, etc.) as required by other provisions of this contract.

§ 7-7.5001-19 Title to and care of property.

Insert the clause as required by AIDPR 7-13.703.

§ 7-7.5001-20 Utilization of Small Business Concerns.

Insert the clause set forth in FPR 1-1.710-3(a) and the following paragraph (c).

(c) *Small Business Provision.* To permit A.I.D. in accordance with the Small Business Provisions of the Foreign Assistance Act, to give United States Small Business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor, shall to the maximum extent possible, provide the following information to the Office of Small Business, A.I.D., Washington, D.C. 20523, at least 45 days prior to placing any order in excess of Five Thousand Dollars (\$5,000), except where a shorter time is requested of, and granted by the Office of Small Business:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

§ 7-7.5001-21 Utilization of concerns in labor surplus areas.

Insert the clause set forth in FPR 1-1.805-3(a).

§ 7-7.5001-22 Insurance—liability to third persons.

INSURANCE—LIABILITY TO THIRD PERSONS (DECEMBER 1970)

(a) The Contractor shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under this contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, and provided further, that with respect to Workmen's Compensation the Contractor is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

(b) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection

with the performance of this contract and for which the Contractor seeks reimbursement hereunder.

(c) The Contractor shall be reimbursed:

(1) For the portion allocable to this contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this clause; and

(2) For liabilities to third persons for loss of or damage to property (other than property):

(i) Owned, occupied or used by the Contractor or rented to the Contractor; or

(ii) In the care, custody, or control of the Contractor, or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of this contract, whether or not caused by the negligence of the Contractor, his agents, servants or employees, provided such liabilities are represented by final judgments or settlements approved in writing by the Government, and expenses incidental to such liabilities, except liabilities (I) for which the Contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the Schedule, or (II) with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer, or (III) which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (A) all or substantially all of the Contractor's business, or (B) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (C) a separate and complete major industrial operation in connection with the performance of this contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause, provided such cost would constitute Allowable Cost under the clause of this contract entitled "Allowable Cost, Fixed Fee and Payment".

(d) The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, or prompt notice of any claim made, against the Contractor arising out of the performance of this contract, the cost and expense of which may be reimbursable to the Contractor under the provisions of this contract and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of coverage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith; provided, however, that the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

§ 7-7.5001-23 Termination for default or for convenience of the Government.

Insert the clause set forth in FPR 1-8.702.

§ 7-7.5001-24 Excusable delays.

Insert the clause set forth in FPR 1-8.708.

§ 7-7.5001-25 Stop work order.

STOP WORK ORDER (DECEMBER 1970)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by the contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(i) Cancel the stop work order; or

(ii) Terminate the work covered by such order as provided in the clause of this contract entitled "Termination for Default or for Convenience of the Government".

(b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other provisions of the contract that may be affected, and the contract shall be modified in writing accordingly, if:

(1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) If a stop work order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

§ 7-7.5001-26 Disputes.

DISPUTES (DECEMBER 1970)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported

by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

§ 7-7.5001-27 Authorization and consent.

**AUTHORIZATION AND CONSENT
(DECEMBER 1970)**

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower tier subcontractor).

§ 7-7.5001-28 Notice and assistance regarding patent and copyright infringement.

Insert the clause set forth in FPR 1-7.-101-13 and the following paragraph (c):

(c) This clause shall be included in all subcontracts.

§ 7-7.5001-29 Patent provisions and publication of results.

PATENT PROVISIONS AND PUBLICATION OF RESULTS (DECEMBER 1970)

The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data, and findings developed under this contract, through dedication, assignment to the Administrator, publication, or such other means as may be determined by the Contracting Officer.

(a) With respect to patentable results and in accordance with this clause the Contractor agrees:

(1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Agency may decide to undertake covering the subject matter above described;

(2) To execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications; and

(3) To secure the cooperation of any employee of the Contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney, are excluded from the duties of the Contractor.

(b) With respect to nonpatentable results of research and investigations and information concerning the contract work, which the Contracting Officer determines will not form a basis of a patent application, the Contractor agrees:

(1) In contracts with public organizations, that such results may be known to the public only in such a manner as the parties hereto may agree, or in case of failure to agree, the

results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other, with such credit or recognition as may be mutually agreed upon, provided that full responsibility is assumed by such party for any statements on which there is a difference of opinion, and provided further that no copyrights shall subsist in any such publication.

(2) In all other contracts, that such results may be made known to the public only at the discretion of the Contracting Officer or his designated representative, under such conditions as the Contracting Officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may determine.

(3) In case of publication by the Contractor, that reprints shall be supplied to the Agency in accordance with the Plan of Work.

§ 7-7.5001-30 Rights in data.

RIGHTS IN DATA (DECEMBER 1970)

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others to do so.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability including costs and expenses (1) for violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

§ 7-7.5001-31 Release of information.

RELEASE OF INFORMATION (DECEMBER 1970)

All information gathered under this contract by the Contractor and all reports and

recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party or government other than A.I.D., except as otherwise expressly provided in this contract.

§ 7-7.5001-32 Equal opportunity.

Insert the clause set forth in FPR 1-12.803-2.

§ 7-7.5001-33 Convict labor.

Insert the clause set forth in FPR 1-12.203.

§ 7-7.5001-34 Walsh-Healey Public Contracts Act.

Insert the clause set forth in FPR 1-12.605.

§ 7-7.5001-35 Officials not to benefit.

Insert the clause set forth in FPR 1-7.101-19.

§ 7-7.5001-36 Covenant against contingent fees.

Insert the clause set forth in FPR 1-1.503.

§ 7-7.5001-37 Language, weights, and measures.

**LANGUAGE, WEIGHTS, AND MEASURES
(DECEMBER 1971)**

The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in the contract or as authorized by the Contracting Officer. Whenever weights and measures are required or authorized, all quantities and measures shall be made, computed and recorded in the metric system, unless specified otherwise in the schedule of the contract.

§ 7-7.5001-38 Security requirements.

SECURITY REQUIREMENTS (DECEMBER 1970)

(a) The provisions of the following paragraphs of this clause shall apply to the extent that this contract involves access to classified information ("Confidential," "Secret," or "Top Secret") or administratively designated information ("Limited Official Use").

(b) Whenever the Contracting Officer or his authorized representative has assigned a security classification ("Confidential," "Secret," or "Top Secret") or administrative designation ("Limited Official Use") to the Contract or any of the items handled under the Contract, the Contracting Officer or his authorized representative shall notify the Contractor (1) in writing of administrative designations and of any subsequent revisions in such designation, or (2) by use of "Security Requirements Check List" (Form DD 254) for classified information and any subsequent revisions in such classification.

(c) To the extent the Contracting Officer or his authorized representative has indicated as of the date of this Contract, or thereafter indicates security classification or administrative designation under this Contract, as provided in paragraph (b) above, the Contractor shall safeguard all classified and administratively designated items handled under this Contract and shall provide and maintain a system of security controls within his own organization. For classified information the system of security controls shall be in accordance with Department of Defense Security Agreement (DD Form 441), including the DOD Industrial Security Manual for Safeguarding Classified Information

(DOD 5220.22-M). Instructions for safeguarding of administratively designated information are provided in Uniform State/AID/USIA Regulations (Volume 5, Foreign Affairs Manual, Chapter 900), a copy of which will be furnished by the Contracting Officer or Mission Director.

(d) Representatives of the Department of Defense and/or AID having security cognizance over the facility shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the Government, through these representatives determine that the Contractor is not complying with the security requirements of this Contract, the Contractor shall be informed in writing by the cognizant Security Office of the Department of Defense and/or AID of the proper action to be taken in order to effect compliance with such requirements. The Contractor shall not be entitled to an adjustment in contract price, delivery schedule or both for required changes to his security procedures, methods or facilities in order that such procedures, methods and facilities be in compliance with the contract security requirements.

(e) If, subsequent to the date of this Contract, the security classifications or security requirements under this Contract are changed by the Government as provided in this clause and the security costs or time required for delivery under this Contract are thereby increased or decreased, the contract price, delivery schedule, or both and any other provision of the Contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any claim for adjustment under this clause must be asserted to the Contracting Officer within sixty (60) days from the date of receipt by the Contractor of the notification of change in security classification or security requirements unless extended in writing by the Contracting Officer.

(f) The Contractor shall not permit any alien access to classified or administratively controlled information.

(g) The Contractor agrees to insert, in all subcontracts hereunder which involve access to classified or administratively designated information, provisions which shall conform substantially to the language of this Clause, including this paragraph (g).

(h) The Contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified or administratively designated information in the Contractor's custody has been granted an appropriate facility security clearance, which is still in effect, prior to being accorded access to such classified or administratively designated information.

(i) The Contractor agrees to notify the Contracting Officer in writing after completion of the work under this Contract that (1) all classified or administratively designated information which was in his possession during the performance of the Contract has been disposed of in accordance with existing DOD and/or AID security requirements, or (2) no classified or administratively designated information came into his possession or any of his employees' possession during the performance of the Contract.

§ 7-7.5001-39 Notices.

NOTICES (DECEMBER 1970)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows:

To A.I.D.: Administrator, Agency for International Development, Washington, D.C. 20523. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

To Contractor: At Contractor's address shown on the or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

§ 7-7.5002 Additional clauses.

These additional clauses are mandatory for cost-plus-fixed-fee contracts and with necessary modifications, for other types of cost-reimbursement contracts which will be performed in whole or in part outside the United States. (These clauses are in addition to the clauses set forth in § 7-7.5001.)

§ 7-7.5002-1 Definitions.

DEFINITIONS (DECEMBER 1970)

(a) "Dependents" shall mean:

- (1) Spouse.
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.
- (4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(b) "Local currency" shall mean the currency of the Cooperating Country.

(c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(d) "Short Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

§ 7-7.5002-2 Leave and holidays.

LEAVE AND HOLIDAYS (DECEMBER 1970)

(a) *Vacation leave.* Contractor may grant to personnel employed under this contract vacations of reasonable duration in accordance with Contractor's usual practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum. It is understood that vacation leave is provided under this contract primarily for the purposes of affording necessary rest and recreation to regular employees during their tours of duty in the Cooperating Country. The Contractor will use its best efforts to arrange that earned vacation leave will be used for the above stated purpose during the employee's tour of duty unless the interest of the project dictates otherwise. Lump sum payments for vacation leave earned but not taken shall be reimbursed in accordance with Subpart 1-15.2 of the Federal Procurement Regulations in effect on the date of this contract.

(b) *Sick leave.* Sick leave may be granted in accordance with the Contractor's usual practice but not to exceed 13 working days per annum. Additional sick leave after use of

accrued vacation leave may be advanced in accordance with Contractor's usual practice if, in the judgment of the Contractor, and with the prior approval of the Contracting Officer, it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 calendar days. Contractor agrees to reimburse A.I.D. for leave used in excess of the amount earned during the regular employee's assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to a succeeding tour of duty. Unused sick leave is not reimbursable under this contract.

(c) *Home leave.* (1) For Contractor's regular employees who have served two years overseas (which period includes orientation in the United States) under this contract and have not taken more than thirty (30) days leave (vacation, sick or leave without pay) in the United States, home leave of up to thirty (30) calendar days in the United States will be allowed, provided that such regular employees agree to return overseas under an additional two year appointment, or for such shorter period of not less than one year of overseas service as the Contracting Officer may approve in advance, under the contract upon completion of home leave.

(2) Notwithstanding the requirement in subparagraph (1) immediately above, that Contractor's regular employee must have served two years overseas under this contract to be eligible for home leave. Contractor may grant advance home leave to such regular employees subject to all of the following conditions:

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract, and

(ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his current tour of duty under this contract, and

(iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his current tour of duty and an additional two year appointment under this contract, or such other additional appointment of not less than one year of overseas service as the Contracting Officer may approve in advance, and

(iv) The Mission Director shall have given prior written approval in each case of such advance home leave.

(3) The period of service overseas required under paragraph (c) (1) or paragraph (c) (2) above shall include the actual days in orientation in the United States and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken, but not leave without pay, shall be included in the required period of service overseas, provided that any such vacation and sick leave was not taken within the United States or the territories of the United States.

(4) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing A.I.D. for salary payments made during home leave, if in spite of the undertaking of the new appointment, the regular employee, except for reasons beyond his control as determined by the Contracting Officer does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

(5) To the extent deemed necessary by Contractor, regular employees in the United States on home leave may be authorized to

spend not to exceed five (5) days in work status at the Contractor's principal place of business or at A.I.D./Washington for consultation before returning to their post of duty.

(d) *Military leave.* Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the Armed Forces, provided that such military leave has been approved in advance by the Contracting Officer.

(e) *Leave records.* Contractor shall maintain current leave records for all regular employees and short term employees, and the Contractor shall make semi-annual statements to the Contracting Officer of leave taken.

(f) *Holidays overseas.* Contractor employees while serving abroad shall be entitled to all holidays authorized by the Mission Director or A.I.D. Representative in the country of assignment.

§ 7-7.5002-3 Travel and transportation expenses.

**TRAVEL AND TRANSPORTATION EXPENSES
(DECEMBER 1970)**

(a) *International travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the individual. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (g) below and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim or for post-audit. When travel is by economy class accommodations the Contractor will be reimbursed for transporting up to twenty-two (22) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. Travel allowances for such travelers shall be at the rate of \$6.00 per day for persons eleven years of age or over, and \$3.00 per day for persons under eleven years of age for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations as from time to time amended. One stopover enroute for a period of not to exceed twenty-four (24) hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts stated in the Standardized Government Travel Regulations, as from time to time amended.

(b) *Local travel.* The Contractor shall be reimbursed at the rates established by the Mission Director for transportation of travelers in the Cooperating Country in connection with duties directly referable to the contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by the Cooperating Government or the Mission in connection with duties directly referable to the contract, including travel allowances at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

ferable to the contract, including travel allowances at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

(c) *Travel for consultation.* The Contractor shall be reimbursed for the round trip of the Contractor's Chief Representative in the Cooperating Country or other designated Contractor's employee or consultant in the Cooperating Country performing services required under this contract, for travel from the Cooperating Country to the Contractor's principal place of business in the United States or to A.I.D./Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance in writing by the Contracting Officer or the cognizant Mission Director.

(d) *Special international travel and third country travel.* Upon the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (1) the costs of international transportation of travelers other than between the United States and the Cooperating Country and for local transportation within other countries and (2) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates prescribed by the Standardized Government Travel Regulations, as amended, when such travel advances the purposes of this Contract and is not otherwise provided for by any of the Cooperating Countries.

(e) *Indirect travel for personal convenience.* When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States flag carriers will be reimbursable within the above limitation of allowable costs.

(f) *Limitation on travel by dependents.* Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode in the United States to assigned station in the Cooperating Country and return only if dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is the greater.

(g) *Delays en route.* The Contractor may grant to travelers under this contract reasonable delays en route, not circuitous in nature while in travel status, caused by events beyond the control of such traveler or Contractor, other than those caused by physical incapacitation. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as is provided under paragraph (b) of the Clause of this contract entitled "Leave and Holidays".

(h) *Travel by privately owned automobile.* The Contractor shall be reimbursed for the cost of travel performed by regular employees in their privately owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled, provided the staff member is taking such automobile to or from the Cooperating Country as authorized under the contract. If any authorized dependents travel with the regular employee in such automobile no additional charge will be made by Contractor for their travel between such points.

(i) *Emergency and irregular travel and transportation.* Actual transportation costs and travel allowances while en route, as provided in this section will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the United States or other approved location for Contractor employees and dependents, when the Mission Director determines that, because of reasons or conditions beyond the employee's control, the employee has not completed his required service in the Cooperating Country or the dependent must leave the Cooperating Country. The Mission Director may also authorize the return to the Cooperating Country of such employees and dependents.

(2) The reasons or conditions referred to in Paragraph (1), next above, include but are not necessarily limited to the following:

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject, in either case, to the limitations stated in the provisions of this contract entitled "Physical Fitness of Employees and Dependents."

(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical opinion; or one in which the absence of the employee or dependent would result in great personal hardship. "Immediate family" is defined as the mother or father of the employee or spouse, including step-parents or adoptive parents, the spouse of the employee, or children of the employee and/or spouse including step-children or adoptive children, regardless of age.

Ordinarily, only one member of a family may travel at contract expense on emergency visitation travel. However, there may be exceptional circumstances, such as critical injury to a dependent child attending school outside the post of assignment which would require the presence of the employee and/or dependent(s). In such cases the limitations prescribed in this provision apply to each traveler; for example if more than one person travels, the deductible described below applies to each traveler.

An employee or dependent is limited to one round trip for each serious illness or injury of each immediate family member.

Reimbursement to the contractor for the cost of such travel shall be subject to a "deductible" (for each round trip) of 10 per cent of the total fare cost or \$100, whichever is less, if the employee's annual salary is equivalent to that paid FSR-5, Step 5 Agency personnel or 25 per cent of the total fare cost of \$200, whichever is less, if the employee's annual salary is more than the aforesaid rate.

The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address and relationship (to the employee or dependent) of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (a) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed or treated, it is considered such as to warrant the placement of the patient on the "critical list", or (b)

the person has deceased. Where it is impracticable to forward a physician's statement with the request, tentative approval for the travel may be granted by the Mission Director subject to a later furnishing of such certification. If the approval of travel from the Mission Director is not received quickly enough, the contractor employee or dependent may travel at his expense and approval of travel for reimbursement will be considered after the fact. Requests for emergency travel shall be submitted through the Contractor's Chief of Party or his designated representative.

Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation leave or leave without pay, as appropriate. No per diem, excess baggage or unaccompanied baggage charges or other expenses, except the cost of transportation in connection with emergency travel, are authorized for reimbursement under the contract.

(iii) Emergency evacuation, including, subject to the Mission Director's approval, the transportation of household effects and automobile or storage thereof, and a per diem allowance for subsistence.

(j) *Rest and recuperation travel.* The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation on the same basis as authorized Mission employees, provided, however, that no reimbursement will be made unless written approval has been obtained from the Mission Director, prior to such travel.

(k) *Transportation of motor vehicles, personal effects and household goods.* Transportation, including packing and crating costs, will be paid for shipment from point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) (1) of one privately owned motor vehicle for each regular employee, (2) of personal effects of regular employees, and (3) of household goods of each regular employee not to exceed the following limitations:

	Basic household furniture not supplied (pounds net weight)	Basic household furniture supplied (pounds net weight)
Regular employee with dependents in cooperating country.....	7,500	2,500
Regular employee without dependents in cooperating country.....	4,500	1,500

NOTE: For the purpose of this clause, "net weight" and "gross weight" are defined and determined in accordance with the provisions of § 162.1 of the Uniform State/AID/USIA Foreign Service Travel Regulations.

The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor, as a replacement of the last such motor vehicle shipped under this contract for such regular employee when the Mission Director or his designee determines, in advance and so notifies the Contractor in writing, that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules

and regulations that apply to U.S. Citizens employed by the Mission.

UNACCOMPANIED BAGGAGE

In addition to the weight allowance shown above for household effects, each regular employee and each authorized dependent may ship the following amounts of unaccompanied personal effects:

(1) If air travel is used exclusively, a maximum of 300 pounds gross weight is authorized, of which 100 pounds gross weight may be shipped as air freight, the remainder being shipped as surface freight; or

(2) If surface travel is used exclusively, the free baggage allowance of the carrier must be utilized. If the carrier's free baggage allowance is less than 300 pounds, the difference between the free baggage allowance and 300 pounds is authorized for surface shipment as unaccompanied baggage; or

(3) If travel is by both air and surface means, a maximum of 300 pounds gross weight is authorized for shipment from origin to destination by surface means. Alternatively, up to 100 pounds gross weight of the 300 pounds maximum may be shipped as air freight between cities where travel is performed by air and the difference may be shipped by surface means from origin to destination.

To keep air shipments to a minimum and to permit the arrival of effects to coincide with the arrival of the regular employees and authorized dependents, consideration should be given to advance shipments of unaccompanied baggage by surface. The foregoing provisions concerning "Unaccompanied Baggage" are also applicable to "short-term employees", when these are authorized by the terms of this contract.

(l) *Storage of household effects.* The cost of storage charges (including packing, crating and drayage costs) in the United States of household goods of regular employees will be permitted, in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (k) above, provided that the total amount of household goods shipped to the Cooperating Country and stored in the United States shall not exceed 4,500 pounds net for each regular employee without dependents in the Cooperating Country and 7,500 pounds net for each regular employee with dependents in the Cooperating Country.

(m) *Limitation on transportation.*—(1) *International air transportation.* All international air travel under this contract shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Contractor certifies to the facts in the voucher or other documents detained as part of his contract records to support his claim for reimbursement and for post audit:

(i) Where a flight by a United States carrier is not scheduled to arrive in time for the conduct of official business;

(ii) Where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

(iii) Where the departure time, routing, or other features of a United States carrier flight would interfere with or prevent the satisfactory performance of official business;

(iv) Where a scheduled flight by a United States carrier is delayed because of weather, mechanical or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

(v) Where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the United States carrier will result in higher total United States dollar cost to the contract due to additional per diem or other expenses;

(vi) Where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on the United States carrier and related per diem;

(vii) Where payment for transportation can be made in excess foreign currencies, provided no U.S. air carriers adequately serving the points of travel will accept the currency. This preferential use of a foreign air carrier will also apply to near-excess foreign currencies.

All international air shipments under this contract shall be made on U.S. flag carriers, except as provided in paragraph (vii) above, unless shipment would, in the judgment of the Contractor, be delayed an unreasonable time awaiting a U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post audit by A.I.D.

(2) *International ocean transportation.* All international ocean transportation of persons and things which is to be reimbursed in United States dollars under this contract shall be by United States flag vessels to the extent they are available.

(i) *Transportation of things.* Where United States flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Resources Transportation Division, Agency for International Development, Washington, D.C. 20523, for the Mission Director, as appropriate, giving the basis for the request.

(ii) *Transportation of persons.* Where United States flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(3) *Transportation of foreign-made motor vehicles.* Unless otherwise authorized by the Contracting Officer or the Mission Director no reimbursement will be made for the costs of transportation of any foreign (non-United States) made motor vehicle between the United States and the Cooperating Country or any intermediate points. Authorization of the transportation of foreign-made motor vehicles will be granted by the Contracting Officer or Mission Director in accordance with the Uniform State/AID/USIA Foreign Service Travel Regulations, as from time to time amended.

(4) *Unauthorized travel.* The Contractor shall not be reimbursed for any costs for travel of his employees when such travel has not been authorized under the terms of this contract.

(n) *Reduced rates on U.S. flag carriers.* Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of A.I.D. contract personnel between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the bill of lading documentary evidence that the shipment is for the account of A.I.D. The Contracting Officer will, on request, furnish to the Contractor current information concerning the availability of a reduced rate with respect to any proposed shipment. The Contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates which are available in accordance with the foregoing.

§ 7-7.5002-4 Title to and care of property.

In lieu of the clause required by AIDPR 7-7.5001-19, insert the clause set forth in AIDPR 7-13.706.

§ 7-7.5002-5 Marking.

MARKING (DECEMBER 1970)

All commodities and their shipping containers, furnished to the Contractor in any of the Cooperating Countries in which the Contractor is performing the services specified in this contract under A.I.D. financing (whether from the United States or other source country), must carry the official A.I.D. emblem designed for the purpose. This identification shall be affixed by metal plate, decalcomania, stencil, label, tag or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trade mark or company or brand name affixed by the producer; the emblems on the shipping containers must be legible until they reach the consignee.

The size of the emblem may vary depending upon the size of the commodity, package or shipping container to be marked, but must be large enough to be clearly visible at a reasonable distance. In addition, the shipping container will indicate clearly the last set of digits of the A.I.D., PA, PIO or other authorization number in characters at least equal in height to the shipper's marks.

The emblem will appear in the colors shown on the samples available in the Office of Small Business, Agency for International Development, Washington, D.C. 20523, or in the offices of the Mission in the respective Cooperating Countries. Raw materials (including grain, coal, petroleum, oil, and lubricants) shipped in bulk, vegetable fibers packaged in bales, and semi-finished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section. However, the emblem will be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A.I.D.-financed goods. Instructions relating to display of the emblem by ships will be furnished by the charterers to the carriers with their charter parties.

If compliance with the provisions of this paragraph is found to be impracticable with respect to other commodities, the Cooperating Country or supplier will promptly request the Office of Small Business, Agency for International Development, Washington, D.C. 20523 for an exception from the requirements of this paragraph.

§ 7-7.5002-6 Personnel.

PERSONNEL (DECEMBER 1970)

(a) *Approval.* No individual shall be sent outside of the United States by the Contractor to perform work under the contract without the prior written approval of the Contracting Officer; or shall any individual be engaged outside the United States to perform work outside the United States without such approval unless otherwise provided in the Schedule or unless the Contracting Officer otherwise agrees in writing.

(b) *Duration of appointments.* (1) Regular employees normally will be appointed for a minimum of two years (including orientation) under the contract except:

(1) When the remaining period of this contract is less than two years and in the judgment of the Contractor it is deemed desirable to fill a vacancy, then appointment may be made for the remaining period of the contract provided the contract has one year or more to run, and provided further that if it is contemplated that the contract is to be extended, then the appointment will be for two years subject to the actual extension being made.

(2) When a position to be filled does not require a two-year appointment, then an

appointment may be made for less than two years but in no event less than one year. If services are required for less than one year a short-term staff appointment may be made in accordance with the applicable provisions of the contract.

(ii) When the normal tour of duty established for A.I.D. personnel at a particular post is less than two years, then a normal appointment under the contract may be of the same duration.

(2) Contractor may make appointments of regular employees under this contract for less than two years whenever Contractor is unable to make a full two-year appointment, provided that the Contracting Officer approves such appointment, and provided further that in no event shall such appointment be less than one year.

(c) *Dependent employees.* If any person who is employed for services overseas under this contract is also a dependent of any other overseas employee under this contract, such person shall continue to hold the status of a dependent and be entitled and subject to the contract provisions which apply to dependents except as an employee he or she shall be entitled to an approved salary for the time services are actually performed in the Cooperating Country, overseas salary differential and workmen's compensation as provided in the Clause of this contract entitled "Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo", but such person shall not be entitled to any other allowances which are granted to regular employees.

(d) *Physical fitness of employees and dependents—(1) Pre-departure.* (1) Contractor shall exercise reasonable precautions in assigning employees for work under this contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) and their dependents authorized to accompany such employees to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee and authorized dependents are physically qualified to reside in the country to which the employee is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee or authorized dependent and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract) or such authorized dependent is unable to reside in the Cooperating Country for at least nine months or one-half the period, whichever is greater, of the related employee's initial tour of duty because of any physical disability (other than physical disability arising from an accident while a dependent under this contract) Contractor shall not be reimbursed for the return transportation costs of the physically disabled employee and his dependents and any other persons required to return because of such disability; and

(ii) Contractor shall require all employees and dependents who are returning to their post of assignment after a period of home leave to be examined by a licensed doctor of medicine as required in this paragraph (1).

(2) *End of tour.* Contractor is authorized to provide its regular employees and dependents with physical examinations upon completion of their regular tours of duty.

(e) *Conformity to laws and regulations of cooperating country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(f) *Sale of personal property or automobiles.* To the extent permitted by the Cooperating Country the purchase, sale, import or export of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. Nationals employed by the Mission.

(g) *Conflict of interest.* Other than work to be performed under this contract for which an employee or consultant is assigned by the Contractor, no regular or short term employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(h) *Right to recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

§ 7-7.5002-7 Allowances.

ALLOWANCES (DECEMBER 1970)

(a) *Post differential allowance.* In areas where post differentials are paid to A.I.D. employees, post differentials of the same percentage of salary as are provided such A.I.D. employees in accordance with the Standardized Regulations (Government Civilian, Foreign Areas), Chapter 500, Tables—Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. Such post differential allowances shall be payable beginning on the date of arrival at the post of assignment and such payments shall continue, including periods away from post on official business, until the close of business on the day of departure from the post of assignment en route to the United States. Sick leave taken and leave taken for vacation at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the limits of the United States or the territories of the United States. Post differential will not be payable while the employee is away from his post of assignment for purposes of home leave. Short term employees shall not be entitled to post differential for the first forty-two (42) calendar days at post of assignment.

(b) *Living quarters allowance.* The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowances shall be the same as paid A.I.D. employees of equivalent rank in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilian, Foreign Areas), Chapter 130, as from time to time amended. Subject to the written approval of the Mission Director, short term employees may be paid per diem (in lieu of living quarters allowance) at rates authorized by the Mission Director, but not to exceed the rates prescribed by the Standardized Government

Travel Regulations as from time to time amended, during the time such short term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Country, and similar factors.

(c) *Temporary lodging allowance.* The Contractor will be reimbursed for payments made to employees and authorized dependents for a temporary lodging allowance, in lieu of living quarters allowance in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) *Post allowance.* The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid A.I.D. employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) *Supplemental post allowance.* The Contractor will be reimbursed for payments made to employees for supplemental post allowance as approved by the Mission Director in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) *Educational allowances.* The Contractor will be reimbursed for payments made to regular employees, for educational allowances for their dependent children in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(g) *Educational travel.* The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for employees whose assignment is less than 2 years.

(h) *Separate maintenance allowance.* The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance on the same basis as made to A.I.D. employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(i) *Payments during evacuation.* If approved in advance by the Mission Director, the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the U.S. Standardized Government Travel Regulations, as from time to time amended.

§ 7-7.5002-8 Conversion of U.S. dollars to local currency.

CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (DECEMBER 1970)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Contractor's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Contractor and his employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

§ 7-7.5002-9 Orientation and language training.

ORIENTATION AND LANGUAGE TRAINING (DECEMBER 1970)

(a) Regular employees shall receive a maximum of two weeks A.I.D. orientation before travel overseas. The dates of orientation shall be selected by the Contractor and approved by the Contracting Officer from the orientation schedule provided by A.I.D.

(b) As either set forth in the Contract Schedule, or provided in writing by the Contracting Officer, the following may be authorized taking into consideration specific job requirements, an employee's prior overseas experience, or unusual circumstances, in connection with orientation of individual Contractor employees:

- (1) Modified orientation.
- (2) Language training.
- (3) Orientation for regular employee's dependents at Contractor expense.
- (4) Contractor-sponsored orientation program.
- (5) Waiver or orientation for individual Contractor employees.

(c) Transportation costs and travel allowances not to exceed one round trip from regular employee's residence to place of orientation and return will be reimbursed, pursuant to the provisions of the clause of this Contract entitled "Travel and Transportation Expenses", if the orientation is more than 50 miles from the regular employee's residence. Allowable salary costs during the period of orientation are also reimbursable.

(d) Contractor employee participation in A.I.D. orientation does not in any way relieve the Contractor of his responsibility for assuring that the employee is properly oriented in all matters related to the administrative, logistical, and technical aspects of his movement to, and tour of duty in, the Cooperating Country as provided for elsewhere in this Contract.

§ 7-7.5002-10 Insurance — workmen's compensation, private automobiles, marine and air cargo.

INSURANCE—WORKMEN'S COMPENSATION, PRIVATE AUTOMOBILES, MARINE AND AIR CARGO (DECEMBER 1970)

(a) *Workmen's compensation insurance.* (1) The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by United States Public Law 208, 77th. Congress, as amended (42 U.S.C. 1651 et seq.), with respect to and prior to the departure for overseas employment under this contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.

(2) The Contractor shall further provide for all employees who are nationals or permanent residents of the country in which services are being rendered, if the contract authorizes their employment, security for compensation benefits pursuant to the applicable law of such country or injury or death in the course of such employment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.

(3) The Contractor agrees to insert the provisions of this Clause, including this paragraph (3), in all subcontracts or subordinate contracts exclusively for furnishing materials or supplies.

(4) The Contractor agrees, as evidence of compliance with (1), (2), and (3) above, to

provide the Contracting Officer within a reasonable period of time after the effective date of this contract with a copy of the actual insurance policy indicating the coverage provided for employees assigned by the Contractor to overseas employment under this contract and the Contractor agrees to provide the Contracting Officer with a similar copy of the insurance policy within a reasonable time after each renewal of this coverage, so long as this contract remains in effect. All such insurance policies shall be subject to the written approval of the Contracting Officer prior to reimbursement by A.I.D. to the Contractor of the costs thereof.

(5) The Contractor further agrees to provide the Contracting Officer with three copies of Department of Labor Form BEC-239-1 or US-240 "Certificate That Employer Has Secured Payment of Compensation", herein identified as a "Certificate of Compliance". The Contractor can obtain this Certificate from the insurance carrier through the Deputy Commissioner, Bureau of Employees' Compensation, Department of Labor, for appropriate Compensation District.

(b) *Insurance on private automobiles.* If Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. Contractor further agrees to deliver or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobiles are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

(c) *Marine and air cargo insurance.* Contractor may obtain cargo insurance on equipment, materials, and supplies procured under this contract only after obtaining the prior written approval of the Contracting Officer.

§ 7-7.5002-11 Services provided to contractor.

SERVICES PROVIDED TO CONTRACTOR (DECEMBER 1970)

In the event the United States Government or Cooperating Government has furnished the Contractor free of charge with items or services which are covered herein as allowable costs, whether direct or indirect, reimbursement may not be claimed for such items or services.

§ 7-7.5002-12 Miscellaneous.

MISCELLANEOUS (DECEMBER 1970)

A.I.D. shall use its best efforts to provide Contractor's regular employees and dependents with medical care, APO, PX, commissary and Officers' Club privileges if made available to A.I.D. employees at the post of assignment.

§ 7-7.5002-13 Contractor—mission relationships.

CONTRACTOR—MISSION RELATIONSHIPS (DECEMBER 1970)

Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that

Contractor's operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibilities which this entails. The Mission Director is the chief representative of A.I.D. in the Cooperating Country. In this capacity, he has responsibility for the total A.I.D. program in the Cooperating Country including certain administrative responsibilities set forth in this contract and for advising A.I.D. regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional and technical details of the work called for by the contract, he shall be under the general policy guidance of the Mission Director and shall keep the Mission Director currently informed of the progress of the work under the contract.

§ 7-7.5002-14 Notice of changes in regulations.

NOTICE OF CHANGES IN REGULATIONS (DECEMBER 1970)

Changes in allowances shall be effective 30 days after the effective date of such changes for A.I.D. direct-hire employees or on the date of notice, whichever is later. Notice of changes shall be sufficient as provided in the Clause of this contract entitled "Notices".

§ 7-7.5003 Clauses to be used when applicable.

§ 7-7.5003-1 Alterations in Contract.

ALTERATIONS IN CONTRACT (DECEMBER 1970)

The following alterations have been made in the provisions of this contract.

6. New Subpart 7-7.51 is added as follows:

Subpart 7-7.51—Clauses for Basic Ordering Agreement for Engineering Services

§ 7-7.5100 Scope of subpart.

This subpart sets forth contract clauses for use in basic ordering agreements for engineering services with a contractor other than an educational institution.

§ 7-7.5101 Required clauses.

These clauses are mandatory for basic ordering agreements that provide for pricing on a fixed rate plus reimbursement of specific identified costs, and with necessary modifications, for other pricing arrangements.

§ 7-7.5101-1 Definitions.

DEFINITIONS (DECEMBER 1970)

(a) "A.I.D." shall mean the Agency for International Development.

(b) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contract" includes each task order and the basic ordering agreement under which issued.

(e) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government and any other government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in

this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(f) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(g) "Cooperating Country or Countries" shall mean the foreign country or countries in which services are to be rendered hereunder.

(h) "Cooperating Government" shall mean the government of the Cooperating Country.

(i) "Economy Class" air travel (also known as jet-economy, air coach, tourist-class, etc.) shall mean a class of air travel which is less than first class.

(j) "Federal Procurement Regulations (FPR)" when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(k) "Government" shall mean the United States Government.

(l) "Local currency" shall mean the currency of the Cooperating Country.

(m) "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(n) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country.

(o) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(p) "Short Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(q) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

§ 7-7.5101-2 Biographical data.

Insert the clause set forth in AIDPR 7-7.5001-3.

§ 7-7.5101-3 Personnel.

PERSONNEL (DECEMBER 1970)

(a) *Approval.* No individual shall be sent outside of the United States by the Contractor to perform work under the contract without the prior written approval of the Contracting Officer; nor shall any individual be engaged outside the United States or assigned when outside the United States to perform work outside the United States under the contract without such approval unless otherwise provided in the contract or unless the Contracting Officer otherwise agrees in writing.

(b) *Physical fitness of employees—(1) Pre-departure.* Contractor shall exercise reasonable precautions in assigning employees for work under the contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee is physically qualified to reside in the country to which the employee is recommended for duty. If Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed and complete his tour of duty because of any physical disability (other than physical dis-

ability arising from an accident while employed under this contract), Contractor shall not be reimbursed for the return transportation costs of the physically disabled employee and his effects.

(c) *Conformity to laws and regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) *Sale of personal property or automobiles.* To the extent permitted by the Cooperating Country the purchase, sale, import, or export of personal property or automobiles by Contractor employees in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. Nationals employed by the Mission.

(e) *Conflict of interest.* Other than work to be performed under the contract for which an employee or consultant is assigned by the Contractor, no regular or short term employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession, or occupation in the Cooperating Country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(f) *Right to recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

§ 7-7.5101-4 Allowances.

ALLOWANCES (DECEMBER 1970)

The Contractor will be reimbursed for the actual costs of subsistence (per diem) allowance paid to its authorized personnel performing services in a Cooperating Country under the contract. Such allowances shall not exceed the rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

§ 7-7.5101-5 Travel and transportation.

TRAVEL AND TRANSPORTATION (DECEMBER 1970)

(a) *United States travel and transportation—(1) Necessary transportation costs.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers in accordance with the established practice of the Contractor for travel within the United States directly referable to the contract and not continuous with travel to and from the Cooperating Country. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for, economy class commercial scheduled air travel by the most expeditious route unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim on post-audit. Such travel allowances shall be in accordance with the established practices of the Contractor for travel within the United States provided that it shall not exceed the rates and basis for computation of such rates as provided in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Actual expense basis.* Travel on an actual expense basis may be authorized or approved personally and in writing by the

Contractor's Chief Executive Officer, or equivalent official, when he determines that unusual circumstances of the assignment will require expenditures greatly in excess of the maximum per diem allowance provided herein. Payment on an actual expense basis is limited to specific travel assignments and should be used only in exceptional cases and not merely to cover a small amount of costs in excess of per diem. Normally the authorization will be limited to cases where the costs of lodging (exclusive of meals) at available hotels absorbs practically all of the per diem allowance. In no event, however, shall the amount authorized exceed the applicable maximum amount allowable under section 6.12 of the Standardized Government Travel Regulations, as from time to time amended. The required written authorization as approval and receipts covering all expenses claimed hereunder shall be filed by the traveler with his voucher and shall be retained as a part of the Contractor's records to support the Contractor's claim for reimbursement.

(b) *Overseas travel and transportation—*

(1) *International travel.* The Contractor shall be reimbursed for actual transportation costs and travel allowances of travelers from normal place of residence in the United States (or other location as approved by the Contracting Officer), to post of duty in the Cooperating Country and return to normal place of residence in the United States (or other location as approved by the Contracting Officer) upon completion of services by the individual. Such transportation costs shall not be reimbursed in an amount greater than economy class commercial scheduled air travel by the most expeditious route, except as otherwise provided in paragraph (5) below and unless economy air travel or economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim or for post-audit. When travel to or from the Cooperating Country is by economy class accommodations the Contractor will be reimbursed for transporting up to fifty (50) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket. Travel allowances for such travelers shall be at the rate of \$6.00 per day for not more than the travel time required by scheduled economy class commercial air carrier using the most expeditious route and computed in accordance with the Standardized Government Travel Regulations as from time to time amended. One stopover enroute for a period of not to exceed twenty-four (24) hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor, but not to exceed the amounts in the Standardized Government Travel Regulations, as from time to time amended.

(2) *Local travel.* The Contractor shall be reimbursed at the rates established by the Mission Director for transportation of travelers in the Cooperating Country in connection with duties directly referable to work under this contract. In the absence of such established rates, the Contractor shall be reimbursed for actual costs of transportation of travelers in the Cooperating Country if not provided by the Cooperating Government or the Mission in connection with duties directly referable to work hereunder, including travel allowances at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended.

(3) *Special international travel and third Country travel.* Upon the prior written approval of the Contracting Officer or the Mis-

sion Director, the Contractor shall be reimbursed for (1) the costs of international transportation of travelers other than between the United States and the Cooperating Country and for local transportation within other countries and (2) travel allowance for travelers while in travel status and while performing services under the contract in such other countries at rates prescribed by the Standardized Government Travel Regulations, as from time to time amended, when such travel advances the purposes of the contract and is not otherwise provided for by any of the Cooperating Countries.

(4) *Indirect travel for personal convenience.* When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean transportation by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from A.I.D./Washington or the Mission before such travel is undertaken, otherwise only that portion of travel accomplished by United States flag carriers will be reimbursable within the above limitation of allowable costs.

(5) *Delays en route.* The Contractor may grant to travelers reasonable delays en route, not circuitous in nature while in travel status, caused by events beyond the control of such traveler or Contractor, other than those caused by physical incapacitation.

(6) *Travel by privately-owned automobile.* The Contractor shall be reimbursed for the cost of travel performed by regular employees in their privately-owned automobiles at the rate of twelve (12) cents per mile not to exceed the cost by the most direct economy air route between the points so traveled.

(7) *Emergency and irregular travel and transportation.* Actual transportation costs and travel allowances while en route, as provided in this section will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the United States or other approved location for Contractor employees, when the Mission Director determines that, because of reasons or conditions beyond the employee's control, the employee has not completed his required service in the Cooperating Country or must leave the Cooperating Country. The Mission Director may also authorize the return to the Cooperating Country of such employees.

(i) The reasons or conditions referred to in paragraph (1), next above, include but are not necessarily limited to the following:

(I) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject, in either case, to the limitations stated in the provisions of this contract entitled "Physical Fitness of Employees."

(II) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical opinion; or one in which the absence of the employee would result in great personal hardship. "Immediate family" is defined as the mother or father of the employee or spouse, including step-parents or adoptive parents, the spouse of the employee, or children of the employee and/or spouse including step-children or adoptive children, regardless of age.

An employee is limited to one round trip for each serious illness or injury of each immediate family member.

Reimbursement to the contractor for the cost of such travel shall be subject to a

"deductible" (for each round trip) of 10 percent of the total fare cost or \$100, whichever is less, if the employee's annual salary is equivalent to that paid FSR-5, Step 5 Agency personnel or 25 percent of the total fare cost or \$200, whichever is less, if the employee's annual salary is more than the aforesaid rate.

The employee will prepare and sign, prior to his departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address and relationship (to the employee) of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (a) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed or treated, it is considered such as to warrant the placement of the patient on the "critical list," or (b) the person has deceased. Where it is impracticable to forward a physician's statement with the request, tentative approval for the travel may be granted by the Mission Director subject to a later furnishing of such certification. If the approval of travel from the Mission Director is not received quickly enough, the contractor employee may travel at his expense and approval of travel for reimbursement will be considered after the fact. Requests for emergency travel shall be submitted through the Contractor's Chief of Party or his designated representative.

Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation leave or leave without pay, as appropriate. No per diem, excess baggage or unaccompanied baggage charges or other expenses, except the cost of transportation in connection with emergency travel, are authorized for reimbursement under the contract.

(III) Emergency evacuation, including, subject to the Mission Director's approval, the transportation of household effects and automobile or storage thereof, and a per diem allowance for subsistence.

(8) *Limitation on transportation—(i) International air transportation.* All international air travel shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided the Contractor certifies to the facts in the voucher or other documents retained as part of his contract records to support his claim for reimbursement and for post audit by A.I.D.:

(I) Where a flight by a United States carrier is not scheduled to arrive in time for the conduct of official business;

(II) Where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

(III) Where the departure time, routing, or other features of a United States carrier flight would interfere with or prevent the satisfactory performance of official business;

(IV) Where a scheduled flight by a United States carrier is delayed because of weather, mechanical or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

(V) Where the appropriate class of accommodations is available on both United States and non-U.S. carriers, but the use of the United States carrier will result in higher total United States dollar cost to the task order hereunder due to additional per diem or other expenses;

(VI) Where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem is less than

the cost of available accommodations of another class on a United States carrier and related per diem; and

(VII) Where payment for transportation can be made in excess foreign currencies, provided no U.S. air carriers adequately serving the points of travel will accept the currency. This preferential use of a foreign air carrier will also apply to near-excess foreign currencies.

All international air shipments under this contract shall be made on U.S. flag carriers, except as provided in paragraph VII above, unless shipment would, in the judgment of the Contractor, be delayed an unreasonable time awaiting a U.S. carrier either at point of origin or transshipment, provided that the Contractor certifies to the facts in the vouchers or other documents retained as part of the contract record to support his claim for reimbursement and for post audit by A.I.D.

(ii) *International ocean transportation.* All international ocean transportation of persons and things which is to be reimbursed in United States dollars under this contract shall be by United States flag vessels to the extent they are available.

(i) *Transportation of things.* Where United States flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Resources Transportation Division, Agency for International Development, Washington, D.C. 20523, or the Mission Director, as appropriate, giving the basis for the request.

(ii) *Transportation of persons.* Where United States flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(iii) *Transportation of foreign-made motor vehicles.* Unless otherwise authorized by the Contracting Officer or the Mission Director no reimbursement will be made for the costs of transportation of any foreign (non-United States) made motor vehicle between the United States and the Cooperating Country or any intermediate points. Authorization of the transportation of foreign-made motor vehicles will be granted by the Contracting Officer or Mission Director in accordance with the Uniform State/A.I.D./USIA Foreign Service Travel Regulations, as from time to time amended.

(iv) *Unauthorized travel.* The Contractor shall not be reimbursed for any costs of travel of his employees when such travel has not been authorized under the terms of this contract.

(9) *Reduced rates on U.S. flag carriers.* Reduced rates on United States Flag Carriers are in effect for shipments of household goods and personal effects of A.I.D. contract personnel between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the bill of lading documentary evidence that the shipment is for the account of A.I.D. The Contracting Officer will, on request, furnish to the Contractor current information concerning the availability of a reduced rate with respect to any proposed shipment. The Contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates which are available in accordance with the foregoing.

§ 7-7.5101-6 Notice of changes in regulations.

Insert the clause set forth in AIDPR 7.7.5002-14.

§ 7-7.5101-7 Conversion of U.S. dollars to local currency.

Insert the clause set forth in AIDPR 7-7.5002-8.

§ 7-7.5101-8 Orientation and language training.

Insert the clause set forth in AIDPR 7-7.5002-9.

§ 7-7.5101-9 Services provided to contractor.

Insert the clause set forth in AIDPR 7-7.5002-11.

§ 7-7.5101-10 Contractor—mission relationship.

Insert the clause set forth in AIDPR 7-7.5002-13.

§ 7-7.5101-11 Source requirements of procurement of equipment, vehicles, materials, and supplies.

Insert the clause set forth in AIDPR 7-7.5501-17.

§ 7-7.5101-12 Title to and care of property.

Insert the clause set forth in AIDPR 7-13.706.

§ 7-7.5101-13 Subcontracts and purchase orders.

Insert the clause set forth in AIDPR 7-7.5001-18.

§ 7-7.5101-14 Excusable delays.

EXCUSABLE DELAYS (DECEMBER 1970)

The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the completion dates shall be revised accordingly subject to the rights of the Government under the clause of this contract entitled "Termination for Default or for Convenience of the Government."

§ 7-7.5101-15 Price adjustment for suspension, delays, or interruption of work.

PRICE ADJUSTMENT FOR SUSPENSION, DELAYS, OR INTERRUPTION OF WORK (DECEMBER 1970)

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If, without the fault or negligence of the Contractor, the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Off-

cer in the administration of the contract, or by his failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), an adjustment shall be made by the Contracting Officer for any increase in the cost of performance of the contract (excluding profit) necessarily caused by the unreasonable period of such suspension, delay, or interruption and the contract shall be modified in writing accordingly. No adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the work had not been so suspended, delayed, or interrupted. No claim under this clause shall be allowed (i) for any costs incurred more than twenty days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply where a suspension order has been issued), and (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract. Any dispute concerning a question of fact arising under this clause shall be subject to the "Disputes" clause of this contract.

§ 7-7.5101-16 Changes.

CHANGES (DECEMBER 1970)

The Contracting Officer may at any time, by written order, and without notice to the sureties, make changes within the general scope of the contract in the work and service to be performed. If any such changes cause an increase or decrease in the Contractor's cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the "Disputes" clause of this contract; but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

§ 7-7.5101-17 Standards of work.

Insert the clause set forth in AIDPR 7-7.5001-6.

§ 7-7.5101-18 Inspection.

Insert the clause set forth in AIDPR 7-7.5001-7.

§ 7-7.5101-19 Payment.

PAYMENT (DECEMBER 1970)

The Contractor shall be paid as follows upon the submission of invoices or vouchers approved by the Contracting Officer.

(a) *Daily rate.* (1) The amounts computed by multiplying the appropriate daily rate, or rates, set forth in the Schedule by the number of direct labor days performed, which rates shall include salaries, overhead, general and administrative expense and profit. Fractional parts of a day shall be payable on a prorated basis.

(2) Unless provisions of the Schedule hereof otherwise specify, the daily rate or rates set forth in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(b) *Other direct costs.* (1) Allowable costs of direct materials, travel and transportation expenses, subsistence expenses, equipment expenses, miscellaneous expenses including report preparation and reproduction costs, telephone, telegram cable and postal charges, passport and visa fees, pre-departure medical examination costs and other costs specifically approved in the Schedule of the contract or in writing by the Contracting Officer shall be determined by the Contracting Officer in accordance with Subpart 1-15.2 of the Federal Procurement Regulations in effect on the date of this contract. The Contractor shall support all costs claimed by submitting paid invoices, or by other substantiation acceptable to the Contracting Officer. Direct materials, as referred by this clause, are defined as those materials which are used or consumed directly in connection with the furnishing of the contract services.

(2) The cost of subcontracts which are authorized pursuant to the "Subcontracts and Purchase Orders" clause hereof shall be reimbursable costs hereunder, provided such costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts actually required to be paid by the Contractor to the subcontractor and shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the daily rates or rates payable under (a) (1) above.

(3) The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Payment to the Contractor will be made in accordance with the provisions of the Clause of these General Provisions entitled "Method of Payment".

(d) It is estimated that the total cost to the Government for the performance of this contract will not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the daily rate payments and other direct costs which will accrue in the performance of this contract in the next succeeding thirty (30) days, when added to all other payments and costs previously accrued, will exceed eighty-five percent (85%) of the ceiling price then set forth in the Schedule, the Contractor shall notify the Contracting Officer to that effect giving his revised estimate of the total price to the Government for the performance of this contract, together with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for the performance of this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving his revised estimate of the total price for the performance of this contract, together with

supporting reasons and documentation. If at any time during the performance of this contract, the Government has reason to believe that the work to be required in the performance of this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such ceiling price has been increased and shall have specified in such notice a revised ceiling which shall thereupon constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any time expended and other direct costs incurred by the Contractor in excess of the ceiling price prior to the increase shall be allowable to the same extent as if such time expended and other direct costs had been incurred after such increase in the ceiling price.

§ 7-7.5101-20 Method of payment.

METHOD OF PAYMENT (DECEMBER 1970)

(a) Once each month (or at more frequent intervals, if approved by the Office of the Controller), the Contractor shall submit to the Office of Engineering Voucher Form SF-1034 (original) and SF-1034(a) three copies, each voucher identified by the appropriate A.I.D. contract and task order number properly executed, in the amount of dollar expenditures made during the period covered, which voucher forms shall be supported by:

(1) The following detailed information, with each document in the English language (or translation) containing such information identified by the number of this agreement and the task order:

(i) Contractor's detailed invoice, in original and three copies indicating fully for each amount claimed the paragraph of this agreement under which reimbursement is to be made, supported when applicable by:

(ii) Copy of Contractor's payroll applicable to the task order indicating names, position classification and grade, pay rates and pay periods with regard to salaries, fees and any related allowances paid Contractor's employees and consultants.

(iii) Statement of itinerary and originals or copies of carriers' receipts for employee's transportation costs. Travel allowances must be stated separately.

(iv) Receipted supplier's invoices for costs of commodities, equipment and supplies, insurance and other miscellaneous items. Invoices must show quantity, description and price (less applicable discounts and purchasing agents commission). Individual items under \$100 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment (for items supplied from Contractor's stocks where vendors' invoices are not available, a copy of the document used for posting to Contractor's account shall be furnished). Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airway bill or parcel post receipt. Voucher SF-1034 must state whether or not items procured by Contractor were procured through advertising.

(v) Receipted invoice of transporter showing name of vessel, flag and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airway bill

if applicable. No invoice is required if the bill of lading contains all the required information.

(2) The Contractor shall submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies or equipment totaling in excess of \$2,500 appropriately detailed as to quantity, description and price for each individual item of equipment purchased.

(3) The Contractor shall submit a Supplier's Certificate, A.I.D. Form 281, in triplicate, executed by the vendor for each transaction in excess of \$2,500.

(4) Contractor's invoice must have attached thereto or endorsed thereon, one copy of a Work Progress Certificate signed by the Contractor in the following form:

"The undersigned certifies that the costs reimbursable to the Contractor and the amount of the fixed rates for services payable to the Contractor in accordance with the terms of the Agreement, up to the date of this certificate, are not less than the total payments received or claimed by the Contractor under the Task Order (including the payment claimed under this invoice), and that the Contractor has fully complied with the terms and conditions of the Agreement and Task Order."

(b) Promptly after receipt of each voucher and statement of cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (c) and (e) below, make payment thereon as approved by the paying office indicated on the cover page.

(c) Unless otherwise set forth in the Schedule, five percent (5%) of the amount due shall be withheld from each payment by the Government. Such amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (e) hereof.

(d) At any time or times prior to final payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

(e) On receipt and approval of the voucher designated by the Contractor as the "final voucher" submitted on Form SF-1034 (original) and SF-1034(a) three copies and supported by the same information required in subparagraph (a) (1) above, and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f), (g), and (h) below), the Government shall promptly pay to the Contractor any balance of fixed rates and allowable costs which has been withheld pursuant to (c) above or otherwise not paid to the Contractor. The completion voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his direction approve in writing) from the date of such completion.

(f) Documentation for mission. When submitting Voucher Form SF-1034 to A.I.D., the Contractor shall at the same time airmail to the Mission Controller one copy of SF-1034(a). The Mission Controller's copy shall be accompanied by one copy of vendor's invoices for all items of commodities, equipment and supplies (except magazines, pamphlets and newspapers) procured and shipped overseas and for which the cost is reimbursable under this contract. (For items

shipped from Contractor's stocks where vendors' invoices are not available, a copy of the documents used for posting to Contractor's account shall be furnished.)

(g) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the Clauses of this contract entitled "Examination of Records" and "Audit and Records."

(h) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been paid by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(1) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been paid by the Government under this contract:

(2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release on the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs, including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(i) Any cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this contract shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

§ 7-7.5101-21 Most favored customer rate.

**MOST FAVORED CUSTOMER RATE
(DECEMBER 1970)**

It is understood and agreed that the services rendered by the Contractor under the contract will be charged at prices not in ex-

cess of the Contractor's prices to the most favored of its customers for the same services in like quality and quantity.

§ 7-7.5101-22 Assignment of claims.

Insert the clause set forth in AIDPR 7-7.5001-11.

§ 7-7.5101-23 Examination of records.

Insert the clause set forth in AIDPR 7-7.5001-12.

§ 7-7.5101-24 Price reduction for defective cost or pricing data.

Insert the clause set forth in FPR 1-3.814-1(a).

§ 7-7.5101-25 Audit and records.

Insert the clause set forth in FPR 1-3.814-2(c).

§ 7-7.5101-26 Subcontractor cost and pricing data.

Insert the clause set forth in FPR 1-3.814-3(a).

§ 7-7.5101-27 Reports.

REPORTS (DECEMBER 1971)

Unless otherwise stated in the contract, the Contractor shall submit, in the number of copies and to the addressee specified in each task order, the English language reports required herein for each task order issued under this contract. All such reports and documentation shall bear this contract number and the task order number.

(a) Monthly progress report: Within five (5) calendar days after the end of each month of operations under the contract, the Contractor shall submit a progress report and progress schedule. Such reports shall be brief and in narrative and bar chart or EMP form. They will include, but are not necessarily limited to, the following: a qualitative description of over-all progress, and an indication of any problems which may impede performance together with proposed solution of such problems, a discussion of the work to be performed during the next reporting period, and appropriate graphical data of progress.

(b) Quarterly progress report: Within fifteen (15) calendar days after the end of each three months of operations under the contract, the Contractor shall submit a quarterly progress report. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, indicates plans for the next quarterly period and relates occurrences to the ultimate objective of the contract.

(c) Final report: Within thirty (30) calendar days after completion of the field work required under the contract, the Contractor shall submit a final report which documents and summarizes the results of the entire work under the contract including the Contractor's conclusions and recommendations. This report shall include, when applicable, tables, graphs, diagrams, curves, sketches and photographs or drawings, in sufficient detail to comprehensively explain the results achieved under the contract.

(d) Contractor shall submit two copies of each report required by paragraphs (b) and (c) above or any other report of a technical nature required by the Schedule or a task order to the A.I.D. Reference Center (PPC/PTIS/ARC), Agency for International Development, Washington, D.C. 20523. The title page of all reports forwarded to the A.I.D. Reference Center pursuant to this paragraph (d) shall include the contract number, project number and project title as set forth in the schedule of this contract.

§ 7-7.5101-28 Utilization of Small Business Concerns.

Insert the clause set forth in FPR 1-1.710-3(a), and the paragraph (c) set forth in AIDPR 7-7.5001-20.

§ 7-7.5101-29 Utilization of concerns in labor surplus areas.

Insert the clause set forth in FPR 1-1.805-3(a).

§ 7-7.5101-30 Insurance — workmen's compensation, private automobiles, marine and air cargo.

Insert the clause set forth in AIDPR 7-7.5002-10.

§ 7-7.5101-31 Insurance — liability to third persons.

Insert the clause set forth in AIDPR 7-7.5001-22.

§ 7-7.5101-32 Termination for default or for convenience of the Government.

Insert the clause set forth in FPR 1-8.702.

§ 7-7.5101-33 Disputes.

Insert the clause set forth in AIDPR 7-7.5001-26.

§ 7-7.5101-34 Authorization and consent.

Insert the clause set forth in AIDPR 7-7.5001-27.

§ 7-7.5101-35 Notice and assistance regarding patent and copyright infringement.

Insert the clause set forth in FPR 1-7.101-13 and the paragraph (c) set forth in AIDPR 7-7.5001-28.

§ 7-7.5101-36 Patent provisions and publication of results.

Insert the clause set forth in AIDPR 7-7.5001-29.

§ 7-7.5101-37 Rights in data.

Insert the clause set forth in AIDPR 7-7.5001-30.

§ 7-7.5101-38 Release of information.

Insert the clause set forth in AIDPR 7-7.5001-31.

§ 7-7.5101-39 Equal opportunity.

Insert the clause set forth in FPR 1-12.803-2.

§ 7-7.5101-40 Convict labor.

Insert the clause set forth in FPR 1-12.203.

§ 7-7.5101-41 Walsh-Healey Public Contracts Act.

Insert the clause set forth in FPR 1-12.605.

§ 7-7.5101-42 Officials not to benefit.

Insert the clause set forth in FPR 1-7.101-19.

§ 7-7.5101-43 Covenant against contingent fees.

Insert the clause set forth in FPR 1-1.503.

§ 7-7.5104-44 Language, weights, and measures.

**LANGUAGE, WEIGHTS, AND MEASURES
(DECEMBER 1970)**

The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the Contractor except as otherwise provided in any task order issued under this basic ordering agreement or as authorized by the Contracting Officer. Wherever weights and measures are required or authorized, all quantities and measures shall be made, computed and recorded in the Metric system, unless specified otherwise in the schedule of the contract.

§ 7-7.5101-45 Inspection and acceptance.

INSPECTION AND ACCEPTANCE (DECEMBER 1970)

Preliminary inspection, consisting of all necessary inspection except inspection for the purpose of acceptance shall be made at the location of performance of the contract by the Contracting Officer or the cognizant representative of the Office of Engineering.

Inspection for the purposes of acceptance of all reports, etc., required hereunder shall be made by the Director, Office of Engineering, A.I.D., or his authorized designee.

§ 7-7.5101-46 Security requirements.

Insert the clause set forth in AIDPR 7-7.5001-38.

§ 7-7.5101-47 Marking.

Insert the clause set forth in AIDPR 7-7.5002-5.

§ 7-7.5101-48 Notices.

Insert the clause set forth in AIDPR 7-7.5001-39.

§ 7-7.5102 Clauses to be used when applicable.

§ 7-7.5102-1 Alterations in contract.

Insert the clause set forth in AIDPR 7-7.5003-1.

Subpart 7-7.52—Basic Ordering Agreement for Participant Training

7a. Section 7-7.5201-8 *Examination of records* is deleted in its entirety and the following substituted therefor:

§ 7-7.5201-8 Examination of records.

Insert the clause set forth in AIDPR 7-7.5001-12.

b. Section 7-7.5201-9 *Audit and records* is deleted in its entirety and the following substituted therefor:

§ 7-7.5201-9 Audit and records.

Insert the clause set forth in FPR 1-3.814-2(c).

c. Section 7-7.5201-15 *Disputes* is deleted in its entirety and the following substituted therefor:

§ 7-7.5201-15 Disputes.

Insert the clause set forth in AIDPR 7-7.5001-26.

d. Section 7-7.5201-16 *Assignment of claims* is deleted in its entirety and the following substituted therefor:

§ 7-7.5201-16 Assignment of claims.

Insert the clause set forth in AIDPR 7-7.5001-11.

e. Section 7-7.5201-20 *Equal opportunity* is deleted in its entirety and the following substituted therefor:

§ 7-7.5201-20 Equal opportunity.

Insert the clause set forth in FPR 1-12.803-2.

f. Section 7-7.5202 is added as follows:

§ 7-7.5202 Clauses to be used when applicable.

g. Section 7-7.5202-1 is added as follows:

§ 7-7.5202-1 Alterations in contract.

Insert the clause set forth in AIDPR 7-7.5003-1.

Subpart 7-7.53—Contracts for Participant Training

8a. Section 7-7.5301-8 *Examination of records* is deleted in its entirety and the following substituted therefor:

§ 7-7.5301-8 Examination of records.

Insert the clause set forth in AIDPR 7-7.5001-12.

b. Section 7-7.5301-9 *Audit and records* is deleted in its entirety and the following substituted therefor:

§ 7-7.5301-9 Audit and records.

Insert the clause set forth in FPR 1-3.814-2(c).

c. Section 7-7.5301-14 *Disputes* is deleted in its entirety and the following substituted therefor:

§ 7-7.5301-14 Disputes.

Insert the clause set forth in AIDPR 7-7.5001-26.

d. Section 7-7.5301-15 *Assignment of claims* is deleted in its entirety and the following substituted therefor:

§ 7-7.5301-15 Assignment of claims.

Insert the clause set forth in AIDPR 7-7.5001-11.

e. Section 7-7.5301-19 *Equal Opportunity* is deleted in its entirety and the following substituted therefor:

§ 7-7.5301-19 Equal opportunity.

Insert the clause set forth in FPR 1-12.803-2.

f. Section 7-7.5302 is added as follows:

§ 7-7.5302 Clauses to be used when applicable.

g. Section 7-7.5302-1 is added as follows:

§ 7-7.5302-1 Alterations in contract.

Insert the clause set forth in AIDPR 7-7.5003-1.

9. New Subpart 7-7.54 is added as follows:

Subpart 7-7.54—Clauses for Fixed Price Type Contract for Technical Services

§ 7-7.5400 Scope of subpart.

This subpart sets forth contract clauses for use in fixed price technical service contracts with a contractor other than an educational institution.

§ 7-7.5401 Required clauses.

These clauses are mandatory for fixed price type contracts for technical service

and, with necessary modifications, other types of fixed price contracts.

§ 7-7.5401-1 Definitions.

DEFINITIONS (DECEMBER 1970)

(a) "A.I.D." shall mean the Agency for International Development.

(b) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government and any other government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under the contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Federal Procurement Regulations" (FPR) when referred to herein, shall include the Agency for International Development Procurement Regulations (AIDPR).

(i) "Government" shall mean the United States Government.

(j) "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(k) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

(l) "Scope of Work" shall mean specifications.

(m) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract.

(n) "Work Statement" shall mean specifications.

§ 7-7.5401-2 Biographical data.

Insert the clause set forth in AIDPR 7-7.5001-3.

§ 7-7.5401-3 Changes.

CHANGES (DECEMBER 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, (ii) methods of shipment or packing, (iii) place of inspection, delivery, or acceptance, and when appropriate, (iv) the amount of logistic support and property of the United States or the Cooperating Government to be furnished or made available to the Contractor for performance of this contract. If any such change causes an increase or decrease in the price of, or the time required for performance of this contract, or otherwise affects any other provision of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (1) in the price or delivery schedule, or both and (2) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: Provided, however,

that the Contracting officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D. Washington Contracting Officer, valid change orders may be issued only by an A.I.D. Washington Contracting Officer, or such other person as he may in writing designate for such purpose

§ 7-7.5401-4 Inspection.

Insert the clause set forth in AIDPR 7-7.5001-7.

§ 7-7.5401-5 Documentation for payment.

DOCUMENTATION FOR PAYMENT (DECEMBER 1970)

Claims for payment of the fixed amount (U.S. Dollars only) due under the contract shall be submitted to the paying office indicated on the cover page of the contract. These claims shall be submitted on Voucher Form SF-1034 (original) and SF-1034a (three copies). Each claim shall: (i) Identify the applicable A.I.D. contract number, (ii) be properly executed, (iii) be accompanied by an invoice (original and two (2) copies) indicating the period for which compensation is claimed, the paragraph of the contract under which payment is requested and, when appropriate, a fully itemized statement of costs, and (iv) such other supporting documentation and justification as the Contracting Officer may prescribe.

The invoice required in (iii) above shall include a certification signed by an authorized representative of the Contractor as follows:

"The undersigned hereby certifies: (1) That payment of the sum claimed under the cited contract is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the contract or for any breach of the terms of the contract, (2) that information on the invoice is correct and such detailed supporting information as A.I.D. may require will be furnished by the Contractor's home office or base office as appropriate promptly to A.I.D. on request and (3) that all requirements called for by the contract to the date of this certification have been met.

By _____
Title _____
Date _____

A final voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than 180 days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion. Contractor's claim, which includes his final settlement of compensation, shall not be submitted until after receipt and written approval by A.I.D. of the final report required by the terms of this contract. Upon receipt and approval of the voucher designated by the Contractor as the "final voucher" submitted on Form SF 1034 (original) and SF 1034a (three copies), the Government shall promptly pay to the Contractor any amounts withheld and not previously paid to the Contractor, provided, however, that the Contractor shall furnish a release, in such form and with such exceptions as may be approved by the Con-

tracting Officer, discharging the Government of the United States, its officers, agents and employees from all liabilities, obligations, and claims arising out of or under this contract; accompanied by a satisfactory accounting of all Government owned property, if any, for which the Contractor has custodial responsibility hereunder.

§ 7-7.5401-6 Approvals.

APPROVALS (DECEMBER 1970)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action.

§ 7-7.5401-7 Procurement of equipment, vehicles, materials, and supplies.

PROCUREMENT OF EQUIPMENT, VEHICLES, MATERIALS, AND SUPPLIES (DECEMBER 1970)

(a) Except as may be specifically approved or directed in writing in advance by the Contracting Officer or as provided in paragraphs (d) and (e) below, the source of any commodity procured specifically for the performance of this contract shall be the United States and it shall have been mined, grown, or through manufacturing, processing, or assembly, produced in the United States. In addition to the foregoing rule, no produced commodity shall be procured specifically for performance of this contract if:

- (1) It contains any component from countries other than Free World countries as listed in A.I.D. Geographic Code 935; or
- (2) It contains components which were imported into the United States from such Free World Countries; and

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

(ii) The total cost of such components (delivered at the point of production) amounts to more than 50% or such other percentage as A.I.D. may prescribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by A.I.D.).

(b) For each commodity procured specifically for the performance of this contract at a cost in excess of \$2,500, the Contractor will obtain and retain a certificate executed by the vendor evidencing compliance with subparagraph (a) above. A.I.D. Form 282, Supplier's Certificate may be utilized for this purpose. Absence of such certificate or other satisfactory proof of compliance with subparagraph (a) above will be cause for a reduction in the contract price in the amount of such unsupported transaction.

(c) The term "source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country if the commodity is located therein at the time of purchase. If, however, a commodity is shipped from a free port or bonded warehouse in the form in which it is received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

(d) If (i) the effective use of printed or audio-visual teaching materials depends upon their being in the local language, and (ii) such materials are intended for technical assistance projects or activities financed by A.I.D. in whole or in part, and (iii) other funds, including U.S.-owned or U.S.-controlled local currencies, are not readily available to finance the procurement

of such materials, local language versions may be procured from the following sources, in order of preference: Countries selected from Geographic Code (See AIDPR 7-6-5201-1):

(1) 000 United States, including the A.I.D. Regional Technical A.I.D. Centers.

(2) ----- Cooperating Country, identified, when applicable, by specific reference to the name and corresponding A.I.D. geographic code.

- (3) 901 Limited Free World.
- (4) 899 Free World.

(e) Procurements in the Cooperating Country which are less than \$2,500.00, and for materials which are regularly available and normally sold on the local market and which are to be consumed or expended in the performance of this contract, are exempt from the conditions set forth above other than (a)(1). Such materials include but are not limited to, raw and processed materials, parts, components, assemblies, small tools and supplies.

§ 7-7.5401-8 Subcontracts.

SUBCONTRACTS (DECEMBER 1970)

Except as provided in the Schedule or as placement is consented to in advance in writing by the Contracting Officer, the Contractor shall not subcontract any part of the work under this contract. In the event of a subcontract the Subcontractor's personnel shall be subject to the same approvals and clearances as the prime Contractor's personnel. This clause shall not be construed to require further authorization for the procurement of equipment, materials and supplies otherwise authorized under the contract and procured in accordance with the clause of this contract entitled "Procurement of Equipment, Vehicles, Materials and Supplies".

§ 7-7.5401-9 Assignment of claims.

Insert the clause set forth in AIDPR 7-7.5001-11.

§ 7-7.5401-10 Examination of records.

Insert the clause set forth in FPR 1-7-101-10.

§ 7-7.5401-11 Default.

Insert the clause set forth in FPR 1-8.710.

§ 7-7.5401-12 Disputes.

Insert the clause set forth in AIDPR 7-7.5001-26.

§ 7-7.5401-13 Convict labor.

Insert the clause set forth in FPR 1-12.203.

§ 7-7.5401-14 Standards of work.

Insert the clause set forth in AIDPR 7-7.5001-6.

§ 7-7.5401-15 Equal opportunity.

Insert the clause set forth in FPR 1-12.803-2.

§ 7-7.5401-16 Officials not to benefit.

Insert the clause set forth in FPR 1-7.101-19.

§ 7-7.5401-17 Covenant against contingent fees.

Insert the clause set forth in FPR 1-1.503.

§ 7-7.5401-18 Release of information.

Insert the clause set forth in AIDPR 7-7.5001-31.

§ 7-7.5401-19 Utilization of Small Business Concerns.

Insert the clause set forth in FPR 1-1.710-3(a) and the paragraph (c) set forth in AIDPR 7-7.5001-20.

§ 7-7.5401-20 Utilization of concerns in labor surplus areas.

Insert the clause set forth in FPR 1-1.805-3(a).

§ 7-7.5401-21 Rights in data.

Insert the clause set forth in AIDPR 7-7.5001-30.

§ 7-7.5401-22 Language, weights, and measures.

Insert the clause set forth in AIDPR 7-7.5001-37.

§ 7-7.5401-23 Government property.

Insert the clause set forth in AIDPR 7-13.702-1, AIDPR 7-13.702-2, or AIDPR 7-13.704 as appropriate.

§ 7-7.5401-24 Notice and assistance regarding patent and copyright infringement.

Insert the clause set forth in FPR 71-7.101-13 and the paragraph (c) set forth in AIDPR 7-7.5001-28.

§ 7-7.5401-25 Gratuities.

GRATUITIES (DECEMBER 1970)

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Administrator or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Administrator or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Administrator or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The right and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

§ 7-7.5401-26 Security requirements.

Insert the clause set forth in AIDPR 7-7.5001-38.

§ 7-7.5401-27 Notices.

Insert the clause set forth in AIDPR 7-7.5001-39.

§ 7-7.5401-28 Authorization and consent.

Insert the clause set forth in AIDPR 7-7.5001-27.

§ 7-7.5401-29 Patent provisions and publication of results.

Insert the clause set forth in AIDPR 7-7.5001-29.

§ 7-7.5402 Additional clauses.

These additional clauses are mandatory for fixed price type contracts for technical services and, with necessary modifications for other types of fixed price contracts, which will be performed in whole or in part outside the United States. (These clauses are in addition to the clauses set forth in § 7-7.5401.)

§ 7-7.5402-1 Definitions.

- (a) "Dependents" shall mean:
- (1) Spouse;
 - (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support;
 - (3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and
 - (4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.
- (b) "Local Currency" shall mean the currency of the Cooperating Country.
- (c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.
- (d) "Short Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.
- (e) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(f) "Local Currency" shall mean the currency of the Cooperating Country.

(g) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(h) "Short Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(i) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

§ 7-7.5402-2 Personnel.

PERSONNEL (DECEMBER 1970)

(a) *Cooperating country clearance.* The Contractor shall not send any individual outside the United States to perform work under the Contract without first obtaining written notification from the Contracting Officer of country clearance for the employee.

(b) *Individuals engaged or assigned when outside the United States.* No individual shall be engaged or assigned when outside the United States to perform work outside the United States unless authorized in the Schedule or otherwise approved by the Contracting Officer or Mission Director.

(c) *Physical fitness of employees.* Contractor shall exercise reasonable precautions in assigning employees for work under this contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee is physically qualified to reside in the country

to which he is assigned for duty. The employee's Medical Certification shall be retained by the Contractor and made available to A.I.D. if so required.

(d) *Conformity to laws and regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(e) *Sale of personal property or automobiles.* To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission.

(f) *Conflict of interest.* Other than work to be performed under this contract for which an employee or consultant is assigned by the Contractor, no such employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries to which he is assigned.

(g) *Right to recall.* On the written request of the Contracting Officer or of a cognizant Mission Director, the Contractor will terminate the assignment of any individual to any work under the contract and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale. Termination of each employee and placement of a substitute employee shall be at no cost to A.I.D.

§ 7-7.5402-3 Conversion of U.S. dollars to local currency.

Insert the clause set forth in AIDPR 7-7.5002-8.

§ 7-7.5402-4 Miscellaneous.

Insert the clause set forth in AIDPR 7-7.5002.12.

§ 7-7.5402-5 Contractor—mission relationships.

Insert the clause set forth in AIDPR 7-7.5002-13.

§ 7-7.5402-6 Marking.

Insert the clause set forth in AIDPR 7-7.5002-5.

§ 7-7.5402-7 Insurance — workmen's compensation, private automobiles.

INSURANCE—WORKMEN'S COMPENSATION, PRIVATE AUTOMOBILES (DECEMBER 1970)

(a) *Workmen's Compensation Insurance.*

(1) The Contractor shall provide and thereafter maintain workmen's compensation insurance as required by United States Public Law 208, 77th Congress, as amended (42 U.S.C. 1651 et seq.), with respect to and prior to the departure for overseas employment under this contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.

(2) The Contractor shall further provide for all employees who are nationals of permanent residents of the country in which services are being rendered, if the contract

authorized their employment, security for compensation benefits pursuant to the applicable law of such country for injury or death in the course of such employment, or in the absence of such law, employer's liability insurance. For all other authorized employees not hired in the United States or who are not American citizens or bona fide residents of the United States, Contractor shall provide the necessary employer's liability insurance.

(3) The Contractor agrees to insert the provisions of this or a similar Clause, including this paragraph (3), in all subcontracts or subordinate contracts hereunder, except subcontracts or subordinate contracts hereunder, except subcontracts or subordinate contracts exclusively for furnishing materials or supplies.

(4) The Contractor agrees, as evidence of compliance with (1), (2), and (3) above, to provide the Contracting Officer within a reasonable period of time after the effective date of this contract with a copy of the actual insurance policy indicating the coverage provided for employees assigned by the Contractor to overseas employment under this contract and the Contractor agrees to provide the Contracting Officer with a similar copy of the insurance policy within a reasonable time after each renewal of this coverage, so long as this contract remains in effect.

(5) The Contractor further agrees to provide the Contracting Officer with three copies of Department of Labor Form BEC-239-1 or US-240 "Certificate That Employer Has Secured Payment of Compensation", herein identified as a "Certificate of Compliance". The Contractor can obtain this Certificate from the insurance carrier through the Deputy Commissioner, Bureau of Employees' Compensation, Department of Labor, for the appropriate Compensation District.

(b) *Insurance on private automobiles.* If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages, or such other minimum coverages as may be set by the Mission Director payable in United States dollars or its equivalent in the currency of the Cooperating Country; injury to persons, \$10,000/\$20,000; property damage, \$5,000. The Contractor further agrees to deliver or cause to be delivered to the Mission Director or such other official as designated by the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobiles are operated within the Cooperating Country.

§ 7-7.5402-3 U.S.-Flag Carriers.

UNITED STATES FLAG CARRIERS
(DECEMBER 1970)

All international travel and transportation of persons and shipment of things (including commodities and equipment procured specifically for the performance of this Contract as well as employee's vehicles, personal effects and household goods, if any) shall be made on United States Flag Carriers. Where United States Flag Carriers are not available, or their use would result in significant delays, the Contractor may request a waiver from this requirement. Waivers for shipments of things shall be obtained from the Resources Transportation Division, A.I.D., Washington, D.C. 20523; waivers for transportation

of persons from the Contracting Officer or Mission Director, as appropriate. If such a waiver is granted it shall be considered a change within the meaning of provision (ii) of the "Changes" clause of this contract.

§ 7-7.5403 Clauses to be used when applicable.

§ 7-7.5403-1 Alterations in contract.

Insert the clause set forth in AIDPR 7-7.5003-1.

§ 7-7.5403-2 Termination for convenience.

Insert the appropriate clause in accordance with the provisions of FPR 1-8.700-2(a) (1), (2), or (4).

§ 7-7.5403-3 Price reduction for defective cost or pricing data.

In accordance with the provisions of FPR 1-3.814 insert the appropriate clause set forth in FPR 1-3.814-1(a).

PART 7-8—TERMINATION OF CONTRACTS

10. "Subpart 7-8.7 Clauses" of the Contents of Part 7-8 is deleted in its entirety.

Subpart 7-8.7—Clauses

11. Subpart 7-8.7—Clauses is deleted in its entirety.

13. The Contents of Part 7-16 are deleted in their entirety and the following substituted therefor:

PART 7-16—PROCUREMENT FORMS

Subpart 7-16.2—Forms for Negotiated Supply Contracts

Sec.	
7-16.200	Scope of subpart.
7-16.251	Form for Agency for International Development University Contract.
7-16.255	Offeror's analysis of cost proposal.

Subpart 7-16.5—Forms for Advertised and Negotiated Nonpersonal Service Contracts (Other Than Construction)

7-16.500	Scope of subpart.
7-16.550	Cover Page for Agency for International Development Cost Reimbursement Type Contract.
7-16.551	Cover Page for Agency for International Development Basic Ordering Agreement and Task Order Form for Engineering Services.
7-16.552	Cover Page for Basic Ordering Agreement (Participant Training).
7-16.553	Forms for Task Orders for Participant Training: Individual and Group.
7-16.554	Cover Page for Contracts for Participant Training: Individual and Group.
7-16.555	Cover Page for Agency for International Development Fixed Price Technical Services Contract.

Subpart 7-16.9—Illustration of Forms

7-16.900	Scope of subpart.
7-16.951	Form for Agency for International Development University Contract (May 1, 1965).
7-16.952	Cover Page for Agency for International Development Cost Reimbursement Type Contract.

Sec.	
7-16.954-1	Cover Page for Agency for International Development Basic Ordering Agreement for Engineering Services.
7-16.954-2	Task Order Form for Engineering Services.
7-16.955	Form for Offeror's Analysis of Cost Proposal.
7-16.956-1	Cover Page for Basic Ordering Agreement (Participant Training).
7-16.956-2	Task Order for Participant Training (Individual).
7-16.956-3	Task Order for Participant Training (Group).
7-16.957-1	Cover Page for Contract for Participant Training (Individual).
7-16.957-2	Cover Page for Contract for Participant Training (Group).
7-16.958	Cover Page for Agency for International Development Fixed Price Technical Services Contract.

AUTHORITY: The provisions of this Part 7-16 issued under sec. 621, 75 Stat. 445, as amended; 22 U.S.C. 2381.

Subpart 7-16.2—Forms for Negotiated Supply Contracts

§ 7-16.252 [Deleted]

14. Section 7-16.252 is deleted in its entirety and "Reserved" substituted therefor.

§ 7-16.253 [Deleted]

15. Section 7-16.253 is deleted in its entirety and "Reserved" substituted therefor.

§ 7-16.254 [Deleted]

16. Section 7-16.254 is deleted in its entirety and "Reserved" substituted therefor.

Subpart 7-16.5—Forms for Advertised and Negotiated Nonpersonal Service Contracts (Other Than Construction)

17. New § 7-16.550 is added as follows:

§ 7-16.550 Cover Page for Agency for International Development Cost Reimbursement Type Contract.

This form is for use with the General Provisions for cost reimbursement type contracts with a contractor other than an educational institution. Use of the Cover Page is mandatory as are the General Provisions prescribed in AIDPR 7-7.50.

17b. New § 7-16.551 is added as follows:

§ 7-16.551 Cover Page for Agency for International Development Basic Ordering Agreement and Task Order Form for Engineering Services.

These forms are for use in procuring expert engineering services by means of a basic ordering agreement and task order from a contractor other than an educational institution. The basic ordering agreement is written by the A.I.D. Contract Services Division in Washington. Individual procurements will be made by task orders which are issued under the basic ordering agreement as provided in FPR 1-3.410-2. The General Provisions are prescribed in AIDPR 7-7.51.

The block entitled "Project No." on the Cover Page will show a four-segment project number as prescribed in Manual Order 1095.2, "Coding of Program Implementation Documents".

17c. New § 7-16.555 is added as follows:

§ 7-16.555 Cover Page for Agency for International Development Fixed Price Technical Services Contract.

This form is for use with the General Provisions for a fixed price technical

services type contract with a contractor other than an educational institution. Use of the Cover Page is mandatory as are the General Provisions prescribed in AIDPR 7-7.54.

Subpart 7-16.9—Illustration of Forms

18. Section 7-16.952 is deleted in its entirety and the following substituted in lieu thereof:

§ 7-16.952 Cover Page for Agency for International Development Cost Reimbursement Type Contract.

COST REIMBURSEMENT CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT
NEGOTIATED CONTRACT NO.

CONTRACT TYPE

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE
ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223

AMOUNT

CONTRACT FOR:

Project No. _____

ISSUING OFFICE (Name and Address)

CONTRACTOR (Name and Address)

NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

ADMINISTRATION BY

COGNIZANT SCIENTIFIC/TECHNICAL
OFFICE

MAIL VOUCHERS (Original & 3 copies)
TO:

ACCOUNTING AND APPROPRIATION DATA
PIO/T NO. _____
APPROPRIATION NO. _____
ALLOTMENT NO. _____

EFFECTIVE DATE

ESTIMATED COMPLETION DATE

TYPES OF BUSINESS (CHECK APPROPRIATE BOX (ES))

<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>	SMALL BUSINESS
<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	LABOR SURPLUS AREA
<input type="checkbox"/>	JOINT VENTURE		
<input type="checkbox"/>	CORPORATION, INCORPORATED IN THE STATE OF _____		

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this Cover Page, the Schedule of _____ Pages, including the Table of Contents and the General Provisions (for Cost Reimbursement Type Contract)

NAME OF CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual)	BY (Signature of Contracting Officer)
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
TITLE	CONTRACTING OFFICER
DATE	DATE

§ 7-16.953 [Deleted]

18b. Section 7-16.953 is deleted in its entirety.

18c. Section 7-16.954 is deleted in its entirety and the following substituted in lieu thereof:

§ 7-16.954-1 Cover Page for Agency for International Development Basic Ordering Agreement for Engineering Services.

AGENCY FOR INTERNATIONAL DEVELOPMENT

BASIC ORDERING AGREEMENT FOR ENGINEERING SERVICES

No. AID/csd-_____

AUTHORIZED ORDERING ACTIVITY Office of Procurement Contract Services Division Washington, D. C. 20523	CONTRACTOR (NAME & ADDRESS)
Cognizant Scientific/Technical Office	Mail Vouchers (original & three copies) TO: AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF ENGINEERING WASHINGTON, D. C. 20523
EFFECTIVE DATE	EXPIRATION DATE
This Basic Ordering Agreement consists of this Cover Page, Articles I through XI, on pages _____ through _____, and the General Provisions (BOA/Engineering Services,), consisting of pages _____ through _____.	
NAME OF CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of Authorized Individual)	BY (Signature of Contracting Officer)
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
TITLE	CONTRACTING OFFICER
DATE	DATE

RULES AND REGULATIONS

§ 7-16.954-2 Task Order Form for Engineering Services.

AGENCY FOR INTERNATIONAL DEVELOPMENT
TASK ORDER UNDER BASIC ORDERING AGREEMENT FOR ENGINEERING SERVICES, 3-67

BASIC ORDERING AGREEMENT
 No. _____
 TASK ORDER NO. _____
 PROJECT NO. _____

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223

AUTHORIZED ORDERING ACTIVITY Office of Procurement Contract Services Division Washington, D. C. 20523	CONTRACTOR (NAME AND ADDRESS) Name _____ Street Address _____ City, State, Zip Code _____
EFFECTIVE DATE	MAIL VOUCHERS (original and 3 copies)
EXPIRATION DATE	TO: Agency for International Development Office of Engineering Washington, D. C. 20523

ACCOUNTING AND APPROPRIATION DATA

Amount Obligated: _____
 Appropriation No.: _____
 Allotment No.: _____
 PIO/T _____

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Task Order, and the Contractor agree as follows: (1) That the Contractor shall perform all the services set forth in this task order; (2) That this task order is issued pursuant to the terms of Basic Ordering Agreement No. AID/csd-_____; and, (3) That the entire contract between the parties hereto consists of: (a) This task order including the Cover Page, the Schedule and Additional Provisions (if any); and (b) Basic Ordering Agreement No. AID/csd-_____.

NAME OF CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of Authorized Individual)	BY (Signature of Contracting Officer)
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
TITLE	CONTRACTING OFFICER
DATE	DATE

18d. New § 7-16.958 is added as follows:

§ 7-16.958 Cover Page for Agency for International Development Fixed Price Technical Services Contract.

FIXED PRICE TECHNICAL SERVICES CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223		CONTRACT NO. FIXED PRICE	
CONTRACT FOR: PROJECT NO:			
CONTRACTING OFFICE (NAME AND ADDRESS)		CONTRACTOR	
		NAME	
		NUMBER	STREET
		CITY	STATE ZIP CODE
TECHNICAL OFFICE		EFFECTIVE DATE:	
MAIL VOUCHERS TO PAYING OFFICE Agency for International Development Office of the Controller Washington, D. C. 20523		ACCOUNTING AND APPROPRIATION DATA Amount Obligated: PIO/T NO. APPROPRIATION NO. ALLOTMENT NO.	
TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))			
SOLE PROPRIETORSHIP		SMALL BUSINESS	
PARTNERSHIP		LABOR SURPLUS AREA	
JOINT VENTURE			
CORPORATION INCORPORATED IN THE STATE OF			

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this Cover Page, the Schedule of Pages, including the Table of Contents, the General Provisions (AD Form-GP/PF/ES).

NAME OF CONTRACTOR	UNITED STATES OF AMERICA
BY (Signature of authorized individual)	BY (Signature of Contracting Officer)
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
TITLE	CONTRACTING OFFICER
DATE	DATE

Effective date. This amendment is effective on July 1, 1972, but may be observed earlier.

Dated: February 11, 1972.

WILLARD H. MEINECKE,
Deputy Assistant Administrator for
Program and Management Services.

[FR Doc. 72-2600 Filed 2-22-72; 8:45 am]

Chapter 101—Federal Property Management Regulations
SUBCHAPTER G—TRANSPORTATION AND MOTOR VEHICLES
PART 101-40—TRANSPORTATION AND TRAFFIC MANAGEMENT
Subpart 101-40.1—General Provisions
MASTER TARIFF FILES
Subpart 101-40.1 is amended to reflect the change in location of the General

Services Administration master file of carrier tariffs for all modes of transportation.
Section 101-40.111(a) is revised to read as follows:
§ 101-40.111 Maintenance of tariff files.
(a) The General Services Administration Region 3, Transportation and Communications Service, Seventh and D Streets SW., Washington, DC 20407, will maintain the master file of carrier tariffs for all modes of transportation. The other nine GSA regional offices will maintain tariff files sufficient to meet the nor-

mal requirements of the agencies in their regions.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Effective date. This regulation is effective upon publication in the FEDERAL REGISTER (2-23-72).

Dated: February 15, 1972.

ROD KREGER,
Acting Administrator
of General Services.

[FR Doc. 72-2655 Filed 2-22-72; 8:48 am]

Title 36—PARKS, FORESTS, AND MEMORIALS

Chapter I—National Park Service, Department of the Interior

PART 6—MISCELLANEOUS FEES

Recreation Fees; Entrance and User Fees

Correction

In F.R. Doc. 72-2161 appearing at page 3350 in the issue of Tuesday, February 15, 1972, the following changes should be made in § 6.7:

1. In the third line of paragraph (d), the word "participants" should read "participate".
2. In the sixth line of paragraph (e) (5), the phrase "has designee" should read "his designee".

Title 6—ECONOMIC STABILIZATION

Chapter III—Price Commission

PART 300—PRICE STABILIZATION

Price Posting Requirements for Retail Catalogue Sales

The purpose of this amendment is to add a new § 300.13a to the regulations of the Price Commission, to set forth the requirements for price posting applicable to retail sales by catalogue. Current § 300.13 provides price posting requirements for retail establishments, but does not cover the providing of price information for sales through the medium of catalogues. The new section provides two methods for supplying this information to prospective purchasers, either of which may be used at the option of the retailer. In order to provide a reasonable period for the preparation of the material to be included in each catalogue as a result of this new requirement, it is made applicable only to catalogues printed after April 5, 1972.

Because the purpose of this amendment is to provide immediate guidance and information as to price stabilization rules for retail catalogue sales, it is

hereby found that notice and public procedure thereon is impracticable and that good cause exists for making it effective less than 30 days after publication.

(Economic Stabilization Act of 1970, as amended, Public Law 91-379, 84 Stat. 799; Public Law 91-558, 84 Stat. 1468; Public Law 92-8, 85 Stat. 13; Public Law 92-15, 85 Stat. 38; Economic Stabilization Act Amendments of 1971, Public Law 92-210; Executive Order No. 11640, 37 F.R. 1213, Jan. 27, 1972; Cost of Living Council Order No. 4, 36 F.R. 20202, Oct. 16, 1971)

In consideration of the foregoing, Part 300 of Title 6 of the Code of Federal Regulations is amended by adding the following new section immediately after § 300.13, effective February 23, 1972.

Issued in Washington, D.C., on February 18, 1972.

C. JACKSON GRAYSON, Jr.,
Chairman, Price Commission.

§ 300.13a Retail catalogue sales; price posting requirements.

(a) *General.* Each retailer who is engaged in the sale of products through a catalogue printed after April 5, 1972, shall comply, at its option, with either paragraph (b) or paragraph (c) of this section. For the purposes of this section, "catalogue" includes any catalogue, circular, or other printed material, containing at least 50 pages, offering products for sale through a mail order, telephone, or similar system, including sales through facilities involving direct customer contact, such as catalogue sales offices or catalogue desks.

(b) *First option.* Each retailer shall include in each of its catalogues at least one separate page providing the following base price information:

(1) A description of how its prices are controlled under the Price Stabilization Program.

(2) A statement as to how information regarding the lawful base price for any product in the catalogue may be obtained from the retailer.

(3) Conspicuous identification of each price that is in excess of the base price for the product concerned.

The retailer shall comply with paragraph (d) of § 300.13 with respect to each request for base price information that it receives pursuant to subparagraph (2) of this paragraph.

(c) *Second option.* Each retailer shall include in each of its catalogues the following information:

(1) The base prices of those 40 items which accounted for the greatest catalogue dollar sales volume in each catalogue department, in the previous fiscal year, or the base prices of those items which accounted for at least 50 percent of its total catalogue dollar sales in each catalogue department during that year, whichever is less.

(2) A description of how its prices are controlled under the Price Stabilization Program.

(3) A statement as to how information regarding the lawful base price for any product in the catalogue may be obtained.

The retailer shall comply with paragraph (d) of § 300.13 with respect to each request for base price information that it receives pursuant to subparagraph (3) of this paragraph.

[FR Doc.72-2690 Filed 2-22-72; 8:49 am]

PART 300—PRICE STABILIZATION

Prohibitions Applicable to Buyers

The purpose of this amendment is to provide that under certain conditions the payment of a price higher than the base price, or other price authorized under this part, for personal property or services will be a violation of the Price Commission regulations.

The regulations currently provide, in § 300.11, that it is a violation to charge a price for property or services which is higher than the base price, except as such higher price is justified under the regulations of the Commission. The Commission is aware of situations in which, due to shortages or other reasons, some persons may be willing to knowingly pay a price higher than the base price or other price authorized under Commission regulations or be forced by circumstances to pay such a higher price. Therefore, § 300.11 is being amended by the addition of a new paragraph (b) which would make it a violation for any person to knowingly pay a price above the base price or other price authorized under Commission regulations for an item of property or a service. The prohibition will apply only if the buyer entered into the transaction knowingly, and will apply only to property or services purchased for use in the buyer's trade or business. The prohibition will not apply in any case in which the buyer, because of circumstances of economic or other coercion and his need for the item purchased, had no reasonable alternative but to pay the illegal price, and reports the transaction to the Internal Revenue Service for investigation as soon as possible. Certain clarifying editorial changes have also been made which do not affect substance.

Because the purpose of this amendment is to provide immediate guidance and information as to the price stabilization rules in effect, it is hereby found that notice and public procedure thereon is impracticable and that good cause exists for making it effective less than 30 days after publication.

(Economic Stabilization Act of 1970; as amended, Public Law 91-379, 84 Stat. 799; Public Law 91-558, 84 Stat. 1468; Public Law 92-8, 85 Stat. 13; Public Law 92-15, 85 Stat. 38; Economic Stabilization Act Amendments of 1971, Public Law 92-210; Executive Order No. 11640, 37 F.R. 1213, Jan. 27, 1972; Cost of Living Council Order No. 4, 36 F.R. 20202, Oct. 16, 1971)

In consideration of the foregoing, § 300.11 of Part 300 of Title 6 of the Code of Federal Regulations is amended to read as follows, effective February 23, 1972:

§ 300.11 General rule.

(a) No person may charge a price with respect to any sale or lease of an item of property or a service after November 13, 1971, which exceeds the base price (or other price authorized under this part) for that item of property or that service.

(b) No person may knowingly pay a price with respect to any sale or lease of an item of property or a service for use in his trade or business which exceeds the base price (or other price authorized under this part) for that item of property or that service. However, this paragraph (b) does not apply to the sale or lease of an item of property or a service to any person under circumstances of economic or other coercion in which the buyer or lessee, because of his need for that property or service, had no reasonable alternative but to pay the illegal price, and he reports the sale or lease to the Internal Revenue Service for investigation as soon as is reasonably possible after it occurs.

Issued in Washington, D.C., on February 22, 1972.

C. JACKSON GRAYSON, Jr.,
Chairman, Price Commission.

[FR Doc.72-2776 Filed 2-22-72; 11:17 am]

PART 301—RENT STABILIZATION

Base Rents for Decontrolled Housing in New York State

The purpose of this amendment is to provide a method for determining the base rent, for the purposes of Part 301, of rental units in the State of New York which become no longer subject to control under the laws and regulations of the city and State of New York by reason of becoming vacant.

Current § 301.106 provides for the continuation of rent control by governmental bodies, under certain conditions, in lieu of the controls provided under Part 301. However, under the rent control program in the State of New York, certain units become decontrolled under that program as they become vacant. These units then become subject to the general provisions of Part 301 and it is necessary to provide a method for the determination of the base rent of those units. The effect of the amendment is to allow the computation thereunder to be made as of the date of the unit become vacant, after August 14, 1971, but it does not authorize a landlord to collect any increased rent as a result thereof for any period prior to the effective date of the amendment.

Because the purpose of this amendment is to provide immediate guidance and information as to the rent stabilization rules, it is hereby found that notice and public procedure thereon is impracticable and that good cause exists for making it effective less than 30 days after publication.

(Economic Stabilization Act of 1970, as amended, Public Law 91-379, 84 Stat. 799; Public Law 91-558, 84 Stat. 1468; Public Law 92-8, 85 Stat. 13; Public Law 92-15, 85 Stat.

38; Economic Stabilization Act Amendments of 1971, Public Law 92-210; Executive Order No. 11640, 37 FR 1213, Jan. 27, 1972; Cost of Living Council Order No. 4, 36 FR 20202, Oct. 16, 1971)

In consideration of the foregoing, § 301.106 of Title 6 of the Code of Federal Regulations is amended by adding the following new paragraph at the end thereof, effective February 19, 1972.

§ 301.106 Rent controlled units.

(e) *Base rent of decontrolled units.* The base rent for a unit of rent controlled housing which became decontrolled as the result of a vacancy occurring after August 14, 1971 (the base rent of which unit, if computed under §§ 301.202 through 301.205, would be based in whole or in part upon a rent controlled by the laws and regulations of the city and State of New York under authorization provided by this section), is the average rent provided in transactions occurring between July 16, 1971, and August 14, 1971, inclusive, of substantially identical decontrolled units in the same building or complex. If such a substantially identical unit was not rented during that period of time, the base rent shall be the average rent of substantially identical units decontrolled during that period located in the nearest marketing area containing such a substantially identical unit. This paragraph does not authorize the collection of any increased rent for any unit for any period before the effective date of this paragraph.

Issued in Washington, D.C., on February 18, 1972.

C. JACKSON GRAYSON, Jr.,
Chairman, Price Commission.

[FR Doc.72-2691 Filed 2-22-72;8:49 am]

PART 301—RENT STABILIZATION

Delegations and Penalties

The purpose of these amendments is to add two new sections to the rent stabilization regulations.

A new § 301.611 is added to clarify the Price Commission's intent, when stating in this part that a specific function will be performed by the Internal Revenue Service, to effect a delegation to the Secretary of the Treasury and, through a standing delegation, from the Secretary to the Internal Revenue Service.

A new § 301.651 relating to criminal and civil penalties for violations of the regulations, and injunctive relief, is added to reflect sections 208 and 209 of the Economic Stabilization Act, as amended by the Economic Stabilization Act Amendments of 1971 (Public Law 92-210, 85 Stat. 743) and Executive Order 11640 (37 F.R. 1213).

Because the purpose of these amendments is to provide immediate guidance and information as to the rent stabilization program, it is hereby found that notice and public procedure thereon is impracticable and that good cause exists for making them effective less than 30 days after publication.

(Economic Stabilization Act of 1970, as amended, Public Law 91-379, 84 Stat. 799; Public Law 91-558, 84 Stat. 1468; Public Law 92-8, 85 Stat. 13; Public Law 92-15, 85 Stat. 38; Economic Stabilization Act Amendments of 1971, Public Law 92-210, Executive Order No. 11640, 37 F.R. 1213, Jan. 27, 1972; Cost of Living Council Order No. 4, 36 F.R. 20202, Oct. 16, 1971)

In consideration of the foregoing, Part 301 of Title 6 of the Code of Federal Regulations is amended by adding the following new sections after § 301.604, effective February 23, 1972:

§ 301.611 Delegations to Internal Revenue Service.

It is the Price Commission's intent, whenever it states in this part that a function is to be performed by the Internal Revenue Service, to effect a delegation to the Secretary of the Treasury and, through a standing delegation by him, from the Secretary to the Internal Revenue Service.

§ 301.651 Penalties.

(a) *Criminal.* Any person who willfully violates any provision of this part or any order issued thereunder shall be subject to a fine of not more than \$5,000 for each violation.

(b) *Civil penalties.* A person who violates any provision of this part or any order issued thereunder shall be subject to a civil penalty of not more than \$2,500 for each violation.

(c) *Injunctions and other relief.* Whenever it appears to the Price Commission that any individual or organization has engaged, is engaged, or is about to engage in any act or practice constituting a violation of this part or any order issued thereunder, the Commission may request the Attorney General to bring an action in the appropriate district court of the United States to enjoin that act or practice. The relief sought may include a mandatory injunction commanding any person to comply with any such order or regulation and restitution of moneys received in violation of any such order or regulation.

Issued in Washington, D.C., on February 22, 1972.

C. JACKSON GRAYSON, Jr.,
Chairman, Price Commission.

[FR Doc.72-2775 Filed 2-22-72;11:16 am]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Consumer and Marketing Service

[7 CFR Part 1079]

MILK IN THE DES MOINES, IOWA, MARKETING AREA

Notice of Proposed Suspension of Certain Provisions of the Order

Notice is hereby given that, pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), the suspension of certain provisions of the order regulating the handling of milk in the Des Moines, Iowa, marketing area is being considered for the months of March through August 1972.

All persons who desire to submit written data, views, or arguments in connection with the proposed suspension should file the same with the Hearing Clerk, Room 112-A, Administration Building, U.S. Department of Agriculture, Washington, D.C. 20250, not later than 5 days from the date of publication of this notice in the FEDERAL REGISTER. All documents filed should be in quadruplicate.

All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

The provisions proposed to be suspended are as follows:

In § 1079.44, all of paragraph (c), and in paragraph (d) the provision "located not more than 150 miles by the shortest highway distance, as determined by the market administrator, from the nearest of the Post Offices of Corydon, Creston, Des Moines, Grinnell, Jefferson, and Ottumwa."

STATEMENT OF CONSIDERATION

The proposed suspension would continue the effect of the present suspension making inoperative the automatic Class I classification of milk transferred or diverted from a pool plant to a nonpool plant located more than 150 miles from the nearest of the six basing points listed above.

Proponent, a cooperative association, has operated a pool supply plant at Caledonia, Minn., since September 1971. When milk received at the Caledonia plant is not needed at distributing plants it is transferred to a nonpool manufacturing plant, which is also located in Caledonia.

Caledonia is more than 150 miles from the nearest of the basing points. The provisions providing for automatic Class I classification of milk transferred to a nonpool plant so located were suspended for the period September 1971 through February 1972. The suspension permits classifying milk so disposed of on the

basis of its actual use and, therefore, facilitates the economical disposition of reserve milk supplies at the Caledonia plant to a nearby manufacturing plant for Class II use.

A proposal by cooperatives to delete provisions providing mileage limitations on transfers of milk for Class II use was considered for 33 orders (including this order) at a hearing held in Atlanta, Ga., on October 18-20, 1971; in Dallas, Tex., on November 9-10, 1971; and in Bloomington, Minn., on November 16-18, 1971. There was no opposition to the proposal.

Proponent requests continued suspension of the mileage limit for another 6 months pending completion of amendment procedure based on the hearing.

Signed at Washington, D.C., on February 16, 1972.

JOHN C. BLUM,
Deputy Administrator,
Regulatory Programs.

[FR Doc.72-2643 Filed 2-22-72;8:47 am]

DEPARTMENT OF LABOR

Occupational Safety and Health Administration

[29 CFR Part 1910]

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

Proposed Limit on Maximum Allowable Capacity of Glass and Plastic Containers for Certain Class IA and Class IB Flammable Liquids

Section 1910.106(d)(2)(iii) of Title 29 of the Code of Federal Regulations (36 F.R. 10537, May 29, 1971) would limit the maximum allowable capacity of glass and of approved plastic containers of Class IA flammable liquids to 1 pint, and of Class IB flammable liquids to 1 quart. Interested persons have represented that the limitations are unduly restrictive in cases where metal containers cannot be used, because the liquid must preserve high purity or is highly corrosive, and where the liquids are prepared for exportation, because containers of less than 1 gallon capacity are generally unacceptable. In addition, it is alleged that the disruption of current commercial practices and the restriction of exports are unnecessary because glass or approved plastic containers of Class IA or Class IB flammable liquids, of 1 gallon capacity, have no noticeable effect on the safety or health of employees dealing with the liquids.

It appears that the alleged consequences of the limitations in 29 CFR 1910.106(d)(2)(iii) would result, and that the limitations are neither necessary nor appropriate to provide safe or healthful employments in the limited special cases under consideration. Ac-

cordingly, pursuant to authority in section 6(b) of the Williams-Steiger Occupational Safety and Health Act of 1970 (84 Stat. 1593; 29 U.S.C. 655) and in 29 CFR 1910.4 it is proposed to revise 29 CFR 1910.106(d)(2)(iii) to read as set forth below.

Interested persons are invited to submit written data, views, and arguments concerning this proposal within 30 days after its publication in the FEDERAL REGISTER. The submissions may be mailed to the Office of Safety and Health Standards, Room 305, 400 First Street NW., Washington, DC 20210. Within 30 days after the publication of this proposal in the FEDERAL REGISTER, any interested person may also file with the Office of Safety and Health Standards written objections, stating the grounds therefor and requesting a public hearing on the objections. The request for a hearing must specify the part of the proposal to which objection is made, and must contain a concise summary of the evidence that would be adduced at the hearing in support of each objection made.

The limitations of 1 pint on the maximum allowable capacity of glass or approved plastic containers of Class IA flammable liquids, and of 1 quart on such containers of Class IB flammable liquids, presently § 1910.106(d)(2)(iii), are hereby stayed pending the conclusion of this rulemaking proceeding, but only with regard to liquids which are highly pure, or highly corrosive, or intended for export, which are the subjects of the proceeding.

Section 1910.106 of 29 CFR Part 1910 is proposed to be amended by revising paragraph (d)(2)(iii) to read as follows:

§ 1910.106 Flammable and combustible liquids.

(d) * * *

(2) * * *

(iii) *Size.* Flammable and combustible liquids packaged for sale or use shall conform to Table H-12, except that glass or approved plastic containers of no more than 1 gallon capacity may be used for a Class IA or IB flammable liquid if:

(a) Such liquid is of a reagent grade or higher purity and the liquid would be rendered unfit for its intended use by contact with metal; or

(b) Such liquid would corrode a metal container excessively, thereby creating a leakage hazard; or

(c) The containers are filled solely for direct export outside the United States.

(Sec. 6, 84 Stat. 1593; 29 U.S.C. 655, 29 CFR 1910.4)

Signed at Washington, D.C., this 15th day of February 1972.

G. C. GUENTHER,
Assistant Secretary of Labor.

[FR Doc.72-2656 Filed 2-22-72;8:48 am]

Notices

FEDERAL RESERVE SYSTEM

CLEARING BANCORPORATION, INC.

Order Approving Formation of Bank Holding Company

Clearing Bancorporation, Inc., Chicago, Ill., has applied for the Board's approval, under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)), for the formation of a bank holding company through acquisition of 89.9 percent or more of the voting shares of State Bank of Clearing, Chicago, Ill. (Bank).

Notice of receipt of the application has been given in accordance with section 3(b) of the Act, and the time for filing comments and views has expired. The Board has considered the application and all comments received in the light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)) and finds that:

Applicant is a nonoperating corporation formed for the express purpose of acquiring Bank which has aggregate deposits of approximately \$48.9 million. (All banking data are as of June 30, 1971.) All shareholders of Bank are being accorded equal treatment. Since applicant has no present operations or subsidiaries, it appears that consummation of the proposal would not affect existing or potential competition, nor have an adverse effect on any other bank in the area.

The banking considerations are consistent with approval of the application. The financial and managerial resources of Bank and its prospects are regarded as generally satisfactory. Applicant has not commenced operations; thus, its financial condition, management and prospects are dependent upon those of Bank. Applicant's projected earnings appear to be sufficient to service the debt which it will incur upon consummation of the proposed transaction without adversely affecting Bank's capital structure. The proposed acquisition is not likely to have any significant immediate effect on the convenience and needs of the community. This aspect of the proposal is consistent with approval of the application. It is the Board's judgment that the transaction would be in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction 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 Chicago pursuant to delegated authority.

By order of the Board of Governors,
February 14, 1972.

[SEAL]

TYNAN SMITH,
Secretary of the Board.

[FR Doc.72-2649 Filed 2-22-72;8:47 am]

FIRST AT ORLANDO CORP.

Order Approving Acquisition of Banks

First at Orlando Corp., Orlando, Fla., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire at least 90 percent of the voting shares of The Commercial Bank & Trust Company of Ocala, Ocala, Fla. (Commercial Bank), and of Citizens Commercial Bank of Ocala, Ocala, Fla. (Citizens Bank), a proposed new bank.

Notice of receipt of the applications has been given in accordance with section 3(b) of the Act, and the time for filing comments and views has expired. The Board has considered the applications and all comments received in the light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)) and finds that:

On the basis of the record, the applications are approved for the reasons set forth in the Board's statement¹ of this date. The transactions 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; and (c) Citizens Commercial Bank of Ocala, Ocala, Fla., shall be opened for business not later than 6 months after the date of this order. Each of the periods described in (b) and (c) 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,
February 14, 1972.

[SEAL]

TYNAN SMITH,
Secretary of the Board.

[FR Doc.72-2650 Filed 2-22-72;8:47 am]

¹ Voting for this action: Vice Chairman Robertson and Governors Mitchell, Daane, Maisel, Brimmer, and Sheehan. Absent and not voting: Chairman Burns.

² 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. Statement of Governors Maisel and Brimmer for approval of The Commercial Bank & Trust Company of Ocala, and, in effect, for denial of Citizens Commercial Bank of Ocala, and Dissenting Statement of Governor Robertson for denial of both applications filed as part of the original document and available upon request.

³ Approval of acquisition of The Commercial Bank & Trust Company of Ocala.

FIRST CITY BANCORPORATION OF TEXAS, INC.

Order Approving Acquisition of Bank

First City Bancorporation of Texas, Inc., Houston, Tex., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire the assets and assume the liabilities of Midland National Corp., Midland, which own 83.3 percent of the voting shares of The Midland National Bank, Midland (Midland Bank), and 24.5 percent of the voting shares of United Bank Shares, Inc., El Paso, a holding company owning 100 percent (less directors' qualifying shares) of the shares of Southwest National Bank of El Paso, El Paso (Southwest Bank), all in Texas.

Notice of receipt of the application has been given in accordance with section 3(b) of the Act, and the time for filing comments and views has expired. The Board has considered the application and all comments received in the light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)) and finds that:

Applicant, the third largest banking organization in Texas, controls six banks with aggregate deposits of \$1,186.3 million, which amounts to 4.5 percent of the total commercial bank deposits in Texas. Consummation of the proposal herein would increase applicant's share to 4.8 percent.¹

Midland Bank (\$78.7 million in deposits), the second largest of eight banks in the Midland-Odessa area, holds 19.2 percent of deposits there, while the largest bank in this area holds 42.1 percent of deposits in the area. Applicant's present subsidiaries are all located in or near the Houston SMSA, over 400 miles from Midland Bank. It appears that consummation of the proposal would not eliminate any existing competition and should strengthen Midland Bank's ability to compete with the area's largest bank.

Southwest Bank (\$67.3 million in deposits) is the third largest banking organization in the El Paso area, and controls 11.9 percent of deposits in the area. Two El Paso chain-banking systems have section 3(a)(1) applications pending before

Voting for this action: Chairman Burns and Governors Mitchell, Daane, Maisel, Brimmer, and Sheehan. Voting against this action: Governor Robertson. Approval of acquisition of Citizens Commercial Bank of Ocala. Voting for this action: Chairman Burns and Governors Mitchell, Daane, and Sheehan. Voting against this action: Governors Robertson, Maisel, and Brimmer.

¹ Since applicant will indirectly control only 24.5 percent of the voting shares of Southwest Bank, the deposit totals for that bank have not been included in that figure.

the Board. These two systems are the largest and second largest banking organizations in the area and, combined, control 78.2 percent of deposits, and eight of the 13 banks in the area. Each of applicant's present subsidiaries is over 700 miles from Southwest Bank. It appears that consummation of the subject proposal would not eliminate any existing competition and may eventually lead to some deconcentration among banks in the El Paso area.

Although the banking needs of the Midland-Odessa and El Paso areas, respectively, are generally being served now, the customers of both Midland Bank and Southwest Bank should benefit from the proposed affiliations. Applicant could lend its expertise to both banks in making oil and petroleum loans, which should benefit the local petroleum-oriented economies. Southwest Bank could benefit from applicant's expertise with respect to commercial lending and trust activities. Considerations related to the convenience and needs of the communities to be served lend some weight toward approval.

The financial and managerial resources and future prospects of applicant and its present subsidiaries and of Midland Bank are regarded as generally satisfactory. Southwest Bank is in need of additional capital. Consummation of the proposal herein should assure Southwest Bank of an adequate source for capital funds as needed. Considerations related to the resources and future prospects of applicant and its present and proposed subsidiaries are consistent with approval. It is the Board's judgment that the proposed transaction is in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction 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 Dallas pursuant to delegated authority.

By order of the Board of Governors,² February 14, 1972.

[SEAL] TYNAN SMITH,
Secretary of the Board.

[FR Doc.72-2651 Filed 2-22-72;8:47 am]

FIRST VIRGINIA BANKSHARES CORP.

Acquisition of Bank

First Virginia Bankshares Corp., Arlington, Va., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent of the voting shares of First Bank & Trust Co., Roanoke, Va. The factors that are considered in acting on the application

² Voting for this action: Vice Chairman Robertson and Governors Mitchell, Daane, Malsel, Brimmer, and Sheehan. Absent and not voting: Chairman Burns.

are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the Federal Reserve Bank of Richmond. Any person wishing to comment on the application should submit his views in writing to the Reserve Bank to be received not later than March 13, 1972.

Board of Governors of the Federal Reserve System, February 15, 1972.

[SEAL] TYNAN SMITH,
Secretary of the Board.

[FR Doc.72-2654 Filed 2-22-72;8:48 am]

HUME BANCSHARES, INC.

Formation of Bank Holding Company

Hume Bancshares, Inc., Hume, Mo., has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) to become a bank holding company through acquisition of 89.3 percent or more of the voting shares of Hume Banking Co., Hume, Mo. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Kansas City. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than March 10, 1972.

Board of Governors of the Federal Reserve System, February 15, 1972.

[SEAL] TYNAN SMITH,
Secretary of the Board.

[FR Doc.72-2652 Filed 2-22-72;8:47 am]

MARSHALL & ILSLEY BANK STOCK CORP.

Acquisition of Bank

Marshall & Ilsley Bank Stock Corp., Milwaukee, Wis., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 90 percent or more of the voting shares of Bank of Watertown, Watertown, Wis. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Chicago. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than March 10, 1972.

Board of Governors of the Federal Reserve System, February 15, 1972.

[SEAL] TYNAN SMITH,
Secretary of the Board.

[FR Doc.72-2653 Filed 2-22-72;8:48 am]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management ARIZONA

Notice of Filing of Plat of Survey

FEBRUARY 15, 1972.

Plat of survey of the land described below will be officially filed in the Arizona State Office, Phoenix, Ariz., effective at 10 a.m., March 21, 1972.

GILA AND SALT RIVER MERIDIAN, ARIZONA
T. 1 S., R. 16 E.,
Tract 37, containing 22.63 acres.

The survey was made at the request of the Department of Agriculture, Forest Service, to provide for the exchange of land within a National Forest under the Act of March 20, 1922 (42 Stat. 465), as amended (16 U.S.C., sec. 485).

CHARLES G. BAZAN, JR.,
Chief, Branch of
Records and Data Management.

[FR Doc.72-2627 Filed 2-22-72;8:46 am]

Bureau of Mines

COAL MINE HEALTH AND SAFETY

Notice of Finding That a Single Shift Measurement of Respirable Dust Will Not Accurately Represent Atmospheric Conditions During Such Shift

CROSS REFERENCE: For a document issued jointly by the Department of Health, Education, and Welfare and the Department of the Interior regarding coal mine health and safety, see F.R. Doc. 72-2626, Department of Health, Education, and Welfare, Office of the Secretary, *infra*.

National Park Service

FREDERICK DOUGLASS HOME, WASHINGTON, D.C.

Establishment as Part of National Park System

The Act of September 5, 1962 (76 Stat. 435), authorizes the Secretary of the Interior to designate, for preservation as a part of the park system in the National Capital, the former home of Frederick Douglass known as Cedar Hill, together with such land, interests in land and improvements thereon as he deems necessary to accomplish the purposes of the act. The area so designated is limited to 14 acres and is required to be described by metes and bounds so as to exclude that portion of the land used for the Glen Garden as a housing development. When the properties within the area designated have been donated to the United States, establishment of the home as a part of the park system in the National Capital is to be effected by publication of notice in the FEDERAL REGISTER.

To implement the purposes of the aforesaid act the following area comprising Cedar Hill and land, interests in land and improvements thereon, consisting of 8.08096 acres, is herein designated for preservation as a part of the park system in the National Capital:

(1) Part of a tract of land called "Chichester," designated for taxation purposes as Parcel 225/6, described in accordance with a plat of computation recorded in Survey Book 162, page 340 of the Records of the Office of the Surveyor for the District of Columbia by metes and bounds as follows:

Beginning for the same on the southeasterly line of 14th Street Southeast, at a point distant south 13°03' W. 414.62 feet from the intersection of said line of 14th Street with the southwesterly line of W Street and running thence south 50°14'00" E. 268 feet to a point; thence south 10°23'40" E. 285.75 feet to a point; thence south 50°14' E. 190 feet to the northwesterly line of the parcel of land conveyed by Frederick Douglass and Helen Douglass to Mary W. Bryan by deed dated September 10, 1890, and recorded in Liber 1510 folio 453, among the Land Records of the District of Columbia; thence along said line of said conveyance, north 41°31' E. 37.50 feet to the southwesterly line of Butler Street; thence along said line of Butler Street and the easterly line of 15th Street closed; north 12°36' E. 849.75 feet to the south line of W Street; thence along the south line of said W Street; north 76°57' W. 534 feet to the southeasterly line of 14th Street; thence along said southeasterly line of 14th Street, south 13°03' W. 414.62 feet to the place of beginning. Containing approximately 7.91207 acres as computed from the above-mentioned plat recorded in Survey Book 162, page 340.

Subject to easements for sewer, water mains, and surface drainage as granted and shown on plat recorded in Liber 134, folio 8 of the said Surveyor's Office Records.

Also:

(2) Part of 15th Street SE. closed, in Square numbered Fifty-seven Hundred Ninety-seven (5797) and described in accordance with a plat recorded in Liber 120, page 139 of the Records of the Office of the Surveyor for the District of Columbia by metes and bounds as follows:

Beginning for the same at the intersection of the southerly line of Galen Street and the northwesterly line of 15th Street SE., running thence south 12°36' W. to the northerly line of Butler Street; running thence along said line of Butler Street to the center line of said 15th Street; thence along said center line of said street; north 12°36' E. to the southerly line of Galen Street; thence along the said line of Galen Street, 15 feet to the place of beginning. Containing approximately 0.16889 acres as computed from Plat of Survey prepared in the office of the Surveyor of the District of Columbia, Recorded in Survey Book 157, page 81.

The above-described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Three (803) in Square numbered Fifty-seven Hundred Ninety-seven (5797).

Since the Frederick Douglass home, the objects of historical significance therein

and the land within the above-described boundary have been donated to the United States, the Frederick Douglass home is hereby established as a part of the park system in the National Capital.

Dated: February 14, 1972.

ROGERS C. B. MORTON,
Secretary of the Interior.

[FR Doc.72-2628 Filed 2-22-72; 8:47 am]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Office of Education

EDUCATION FOR THE HANDICAPPED

Notice of Closing Date for Receipt of Applications

Pursuant to the authority contained in section 622 of the Education of the Handicapped Act (84 Stat. 175/182 20 U.S.C. 1422), notice is hereby given that the U.S. Commissioner of Education has established a final closing date for receipt of applications for Centers and Services for deaf-blind children. Such applications must be postmarked on or before the 30th day following the publication of this notice in the FEDERAL REGISTER, or on or before March 1, 1972, whichever is later.

Regulations governing such applications and other programs and projects authorized under Part C of the Act are being developed, and will be published in the FEDERAL REGISTER as notice of proposed rule making, subject to public comment, as soon as they have been completed.

Dated: February 10, 1972.

S. P. MARLAND, Jr.,
U.S. Commissioner of Education.

[FR Doc.72-2624 Filed 2-22-72; 8:47 am]

RECEIPT OF PUBLIC LAW 81-815 APPLICATIONS

Notice of Cutoff Date, Fiscal Year 1972

Pursuant to the authority vested in me by section 3 of Public Law 81-815 (20 U.S.C. 633) and 45 CFR 114.2, notice is hereby given of the cutoff date:

For the purpose of sections 3 and 14 of Public Law 81-815, June 30, 1972, is hereby set as the second cutoff date during Fiscal Year 1972 on or before which complete applications for payments to which an applicant may be entitled under the Act from such funds as may be available for such purposes shall be filed.

Dated: February 15, 1972.

PETER P. MUIRHEAD,
Acting U.S. Commissioner
of Education.

[FR Doc.72-2625 Filed 2-22-72; 8:47 am]

Office of the Secretary

COAL MINE HEALTH AND SAFETY

Notice of Finding That a Single Shift Measurement of Respirable Dust Will Not Accurately Represent Atmospheric Conditions During Such Shift

Pursuant to section 202(f) of the Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. 842(f); 83 Stat. 762), and in accordance with section 101 of the Act, there was published in the FEDERAL REGISTER for July 17, 1971 (36 F.R. 13286), a proposed notice of finding by the Secretary of the Interior and the Secretary of Health, Education, and Welfare that single shift measurement of respirable dust will not, after applying valid statistical techniques to such measurement, accurately represent the atmospheric conditions to which the miner is continuously exposed. Interested persons were afforded a period of 30 days following publication of the proposed notice in the FEDERAL REGISTER within which to submit written comments, suggestions, or objections.

The major thrust of these comments, suggestions, and objections was: (1) To question the validity of the Bureau of Mines data and the statistical validity of the technique employed in analyzing such data in the proposed finding; and (2) to request a periodic review of the proposed finding as new technology becomes available. After careful consideration of all comments, suggestions, and objections, it is the conclusion of the Secretary of the Interior and the Secretary of Health, Education, and Welfare that a valid statistical technique was employed in the computer analysis of the data referred to in the proposed notice¹ and that the data utilized was accurate and supported the proposed finding. Both Departments also intend periodically to review this finding as new technology develops and as new dust sampling data becomes available.

The Departments intend to revise Part 70 of Title 30, Code of Federal Regulations, to improve dust measuring techniques in order to ascertain more precisely the dust exposure of miners. To complement the present system of averaging dust measurements, it is anticipated that the proposed revision would use a measurement over a single shift to determine compliance with respirable dust standards taking into account (1) the variation of dust and instrument conditions inherent in coal mining operations, (2) the quality control tolerance allowed in the manufacture of personal sampler capsules, and (3) the variation in weighing precision allowed in the Bureau of Mines laboratory in Pittsburgh.

¹Crow, et al., Statistical Manual, Dover Publication, Inc., New York, New York, p. 48 (1960).

The proposed finding, as set forth at 36 F.R. 13286, that a measurement of respirable dust over a single shift only, will not, after applying valid statistical techniques to such measurement, accurately represent the atmospheric conditions to which the miner under consideration is continuously exposed, is hereby adopted without change.

Dated: February 15, 1972.

ROGERS C. B. MORTON,
Secretary of the Interior.

Dated: January 27, 1972.

ELLIOT L. RICHARDSON,
Secretary of Health,
Education, and Welfare.

[FR Doc.72-2626 Filed 2-22-72;8:46 am]

OFFICE OF THE ASSISTANT SECRETARY, COMPTROLLER, HEW AUDIT AGENCY

Statement of Organization, Functions, and Delegations of Authority

Part 1 of the Statement of Organization, Functions, and Delegations of Authority of the Department of Health, Education, and Welfare is hereby amended to add a Statement of the HEW Audit Agency.

Section 1-W13.00 Mission. The HEW Audit Agency is responsible for the development and maintenance of a comprehensive audit program for the Department and its operating agencies. In brief, the Agency's mission is to determine whether the Department's operations are being conducted economically and efficiently, and to provide a reasonable degree of assurance that Federal funds are being expended properly and for the purpose for which they were appropriated. The HEW Audit Agency serves as principal advisor to the Secretary and top Department officials in this area.

Section 1-W13.10 Organization. A. The HEW Audit Agency is comprised of a staff of auditors and supporting administrative personnel under the supervision of a Director responsible to the Assistant Secretary, Comptroller. The Director shall have direct access to the Secretary, however, when he deems this necessary to the fulfillment of his responsibilities. The Agency consists of:

Division of State and Local Audits.
Division of University and Nonprofit Audits.
Division of Installation and Management Audits.
Division of Social Security Audits.
Division of Audit Coordination.
Regional Audit Directors, Washington Area Audit Director, and their staffs.

B. During the absence of the Director, the Deputy Director serves as Acting Director.

Section 1-W13.20 Functions. A. The HEW Audit Agency provides staff assistance to the Secretary, Assistant Secretaries, and operating agency officials in the development and conduct of comprehensive audits which include examinations of the Department and its grantees and contractors.

B. In the performance of its mission, the Audit Agency:

1. Develops policies, procedures, standards, and criteria relating to audit activities at all levels within the Department.

2. Develops general and special audit programs as may be necessary to provide appropriate audit and examination of programs and activities performed by the Department and its operating agencies.

3. Determines when audits and examinations can be most appropriately carried out by organizations outside of the HEW Audit Agency, including other agencies of Government, or by private organizations.

4. Evaluates the adequacy of audits performed for the Department by organizations outside the HEW Audit Agency to determine that such audits are being conducted in consonance with Department objectives.

5. Conducts comprehensive audits of all Department programs, activities, and functions including those carried out by and through the Department's grantees and contractors.

6. Prepares and disseminates reports of audits, examinations, and studies to the Secretary, operating agencies, and others who may be concerned in a particular audit or study.

7. Accumulates and provides operating agencies with data concerning audit reports and uncleared audit findings. This data serves as the basis for each operating agency's Stewardship Report to the Secretary. Evaluates the Stewardship Reports and provides the Secretary and other key Department officials with an analysis of the significant management decisions being made as a result of audit.

8. Conducts followups and special analyses to determine propriety of action taken on previous audit findings and recommendations.

C. Reviews legislative and program proposals for audit implications and evaluates their conformity and consistency with established audit policy.

D. As requested by the Department's operating agencies, performs special reviews of grant or contract proposals for the purpose of determining financial capabilities of grantees or contractors.

E. In the interest of economy and interdepartmental cooperation, performs audits of programs and activities administered by other Federal departments and agencies that involve participation by institutions of higher education and State and local governments.

F. Provides necessary Departmental liaison with the General Accounting Office and other Federal, State, and private auditing organizations on all matters pertaining to audits. With respect to General Accounting Office audits and investigations of Department Activities:

1. Reviews drafts and final reports covering Department activities and advises the Secretary and his staff of significant findings.

2. Reviews all replies to GAO reports prior to release and secures necessary

clearance within the Office of the Secretary.

3. Performs followup reviews to determine propriety of action taken with respect to GAO recommendations.

4. Maintains liaison with representatives of the Office of Management and Budget and others regarding General Accounting Office reports.

G. Collaborates with and provides assistance to the Office of Grant Administration Policy in the execution of its responsibilities for the development of grant management and administration policy and indirect cost rates.

H. Functions of Audit Agency Divisions are as follows:

1. Divisions of Audit Coordination
a. Develops agencywide audit policies, procedures and instructions.

b. Develops agencywide work plans, audit schedules and audit priority adjustments for budgetary and operating purposes.

c. Coordinates processing of GAO reports and letters.

d. Maintains liaison with other Federal audit organizations in determining audit cognizance and arranging for cross-servicing.

2. Division of Social Security Audits
a. Develops technical standards and policies for audit of programs and activities of the Social Security Administration.

b. Develops audit programs to evaluate effectiveness of all aspects of the administration of Social Security programs.

c. Reviews issued audit reports and visits regional offices and audit sites to appraise technical adequacy of and provide technical assistance on Social Security audits.

d. Develops consolidated reports to top management based on audit findings on Social Security activities.

e. Maintains liaison with headquarters officials on Social Security audit matters.

3. Division of State and Local Audits, Division of University and Nonprofit Audits, Division of Installation and Management Audits.

Each of the above Divisions is responsible, in its assigned area, for:

a. Developing technical standards and policies for audits.

b. Developing audit programs to evaluate effectiveness of operations.

c. Reviewing issued audit reports and visiting regional offices and audit sites to appraise technical adequacy of audits and to provide technical assistance on audits.

d. Developing consolidated reports and other reports to top management based on audit findings.

e. Maintaining liaison with headquarters officials on audit matters.

Dated: February 15, 1972.

STEVEN D. KOHLERT,
Acting Deputy Assistant
Secretary for Management.

[FR Doc.72-2666 Filed 2-22-72;8:49 am]

FEDERAL POWER COMMISSION ARKANSAS LOUISIANA GAS CO.

Notice of Availability of Final Environmental Statement

FEBRUARY 18, 1972.

Take notice that a final environmental statement was issued February 18, 1972, by the Federal Power Commission in Opinion No. 612, Arkansas Louisiana Gas Co., Docket No. CP70-267. This statement is available for public inspection in the Office of Public Information of the Federal Power Commission, Room 2423, 441 G Street NW., Washington, DC 20426.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2732 Filed 2-22-72;9:46 am]

[Docket No. R-425]

AREA RATES FOR ROCKY MOUNTAIN AREA

Order Denying Motions for Reconsideration

FEBRUARY 14, 1972.

On July 15, 1971, we issued a notice of proposed rule making and order prescribing procedure in this proceeding, 36 F.R. 13621, July 22, 1971, proposing to issue rules fixing the just and reasonable rates and otherwise regulating jurisdictional sales of natural gas made under contracts dated before October 1, 1968, in the Rocky Mountain Area, and to determine whether the initial rates established by our Order No. 435¹ for said Area should apply to contracts dated after October 1, 1968, through June 17, 1970, for such sales.

Certain of the parties herein filed motions for reconsideration of the notice and order, which were granted in part and otherwise denied by orders of September 7, and October 20, 1971. Subsequently Amerada Hess et al. (Amerada) filed a motion for cross-examination which was denied by order of December 16, 1971. Applications for rehearing of that order were filed on January 14,

¹Opinion and Order Establishing Initial Rates in The Rocky Mountain Area, Dockets Nos. R-389 and R-389A, Order No. 435, issued July 15, 1971.

1972, by Amerada, and on January 17, 1972, by Amoco Production Co. (Amoco) and Mobil Oil Corp. (Mobil), respondents in this proceeding.²

We stated in our order of December 16, which respondents now ask us to reconsider, that the motion which Amerada had filed " * * * basically raises the same legal issues which we rejected in our order of September 7, 1971." Additionally, we noted that " * * * we would prefer to avoid repetition of the rationale for denial of Amerada's request for a full adjudicatory hearing * * * "

The legal bases for the proceeding which we have set forth in this proceeding are not unknown to respondents. Our course of action herein has been fully explained, and followed by us in establishing just and reasonable rates for other areas, and we considered and explained why each of the contentions that respondents make here, and have made before are without merit, Area Rates For The Appalachian And Illinois Basin Areas, Docket No. R-371 et al., Orders Nos. 411 and 411-B, 44 F.P.C. 1112 and 1487; Chicago of Chicago et al. v. F.P.C., — F. 2d — (No. 23,740) (CADC, 12-2-71). We believe there is no need, or reason to iterate and reiterate the statutory authority, and judicial precedent under which we proceed herein.

The Commission finds:

The motions for reconsideration filed by Amerada Hess Corp., et al., on January 14, 1972, and by Amoco Production Co. and Mobil Oil Corp. on January 17, 1972, present no further facts or principles of law which were not fully considered by the Commission in its order of December 16, 1971, or which having now been considered warrant any change or modification of that order.

The Commission orders:

The above motions for reconsideration are denied.

By the Commission.

[SEAL] KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2618 Filed 2-22-72;8:45 am]

²The applications seeking rehearing of a interlocutory procedural order in a rule-making proceeding, and accordingly shall be considered as applications for reconsideration under § 1.80(e) of the Commission's rules of practice and procedure.

[Dockets Nos. RI72-172—RI72-176]

ATLANTIC RICHFIELD CO. ET AL.

Order Providing for Hearing on and Suspension of Proposed Changes in Rates, and Allowing Rate Changes To Become Effective Subject to Refund¹

FEBRUARY 4, 1972.

Respondents have filed proposed changes in rates and charges for jurisdictional sales of natural gas, as set forth in appendix A below.

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

It is in the public interest and consistent with the Natural Gas Act that the Commission enter upon hearings regarding the lawfulness of the proposed changes, and that the supplements herein be suspended and their use be deferred as ordered below.

The Commission orders:

(A) Under the Natural Gas Act, particularly sections 4 and 15, the regulations pertaining thereto (18 CFR, Ch. I), and the Commission's rules of practice and procedure, public hearings shall be held concerning the lawfulness of the proposed changes.

(B) Pending hearings and decisions thereon, the rate supplements herein are suspended and their use deferred until date shown in the "Date suspended until" column. Each of these supplements shall become effective, subject to refund, as of the expiration of the suspension period without any further action by the respondent or by the Commission. Each respondent shall comply with the refunding procedure required by the Natural Gas Act and § 154.102 of the regulations thereunder.

(C) Unless otherwise ordered by the Commission, neither the suspended supplements, nor the rate schedules sought to be altered, shall be changed until disposition of these proceedings or expiration of the suspension period, whichever is earlier.

By the Commission.

[SEAL] KENNETH F. PLUMB,
Secretary.

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

Docket No.	Respondent	Rate scheduled No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf*		Rate in effect subject to refund in dockets Nos.
									Rate in effect	Proposed increased rate	
RI72-172	Atlantic Richfield Co.	9	12	Northern Natural Gas Co. (Eumont Field, Lea County, N. Mex., Permian Basin).	\$5,739	1-14-72		3-16-72	14.0001	17.3678	
	do.	482	9	do.	16,838	1-14-72		3-16-72	13.90	17.57	
	do.	523	6	do.	3,643	1-7-72		3-9-72	14.2045	17.9806	
	do.	248	10	Northern Natural Gas Co. (Brunson Field, Lea County, N. Mex., Permian Basin).	8,191	1-14-72		3-16-72	14.5249	18.0192	
	do.	521	7	Northern Natural Gas Co. (Monument Field, Lea County, N. Mex., Permian Basin).	14,850	1-14-72		3-16-72	13.68	17.30	
	do.	538	11	Northern Natural Gas Co. (Imperial Plant, Crane and Ward Counties, Tex., Permian Basin).	41,540	1-10-72		3-12-72	15.5291	18.3544	RI69-165
RI72-173	R & G Drilling Co., Inc.	3	4	El Paso Natural Gas Co. (Blanco Pictured Cliffs Field, San Juan County, N. Mex., San Juan Basin).	41,660	1-6-72		3-8-72	13.0	21.33	
	do.	1	7	El Paso Natural Gas Co. (West Kutz Pictured Cliffs Field, and Fruitland Wildcat Formations, San Juan County, N. Mex.) (San Juan Basin).	8,330	1-10-72		3-12-72	13.0	21.33	
RI72-174	William C. Russell	1	7	El Paso Natural Gas Co. (Fulcher Kutz Pictured Cliffs, San Juan County, N. Mex.) (San Juan Basin).	2,409	1-10-72		3-12-72	13.0	21.33	
	do.	2	13	El Paso Natural Gas Co. (Chacra Formation, San Juan County, N. Mex.) (San Juan Basin).	2,409	1-10-72		3-12-72	13.0	21.33	
RI72-175	Atlantic Richfield Co.	582	3	Northern Natural Gas Co. (Coyanosa Field, Pecos County, Tex.) (Permian Basin).	761	1-10-72		3-12-72	15.5619	17.5656	RI70-605
RI72-176	Amoco Production Co.	363	31	El Paso Natural Gas Co. (Basin Dakota Field, San Juan and Rio Arriba Counties, N. Mex.) (San Juan Basin).	855	1-12-72		3-14-72	13.0	14.0	

* Unless otherwise stated, the pressure base is 15.025 p.s.i.a.
 † Increase based on increase in Bureau of Labor Statistics Wholesale Index for Industrial Commodities.
 ‡ Increase to 14.1120 cents suspended in docket No. RI69-508 but never put in effect.
 § Subject to 0.5-cent compression charge by buyer.
 ¶ 13.6507 cents at 14.65 p.s.i.a.

‡ 14.1624 cents at 14.65 p.s.i.a.

§ 13.85 cents at 14.65 p.s.i.a.

¶ Not applicable to acreage added by Supplement No. 9.

‡ For sales from Chacra formation under letter agreement of Jan. 8, 1968.

§ Applies to acreage added by supplement No. 30.

¶ The pressure base is 14.65 p.s.i.a.

[Docket No. CP72-195]

CASCADE NATURAL GAS CORP.

Notice of Application

FEBRUARY 14, 1972.

The proposed increases to 21.33 cents per Mcf were fractured to avoid a suspension period of longer than 1 day by R & G Drilling Co., Inc., and William C. Russell for sales to El Paso in San Juan Basin and are based on a favored-nations clause which was allegedly activated by Amoco Production Co.'s favored-nations increases which were suspended in Docket No. RI72-70 and became effective subject to refund on November 14, 1971. El Paso Natural Gas Co. is expected to protest these favored-nation increases, as it has previous filings, on the basis that they are not contractually authorized. In view of the contractual problem presented, the hearing herein shall concern itself with the contractual basis for these favored-nation filings as well as the justness and reasonableness of the proposed increased rates. The proposed increases do not exceed the corresponding rate filing limitations imposed in Southern Louisiana and the producers have waived their right to file for any increases for 1 year, subject to the two exceptions permitted in the Commission's order issued December 17, 1971, in Amoco Production Co., Docket No. RI72-70. These filings therefore are suspended for 1 day.

The other producer increases involved here also do not exceed the corresponding rate filing limitations imposed in Southern Louisiana. As a result, these increases will be suspended for 1 day.

The producers' proposed increased rates and charges exceed the applicable area price levels for increased rates as set forth in the Commission's Statement of General Policy No. 61-1, as amended (18 CFR 2.56).

[FR Doc.72-2543 Filed 2-22-72;8:43 am]

Amoco's increases were triggered by the Aztec Oil & Gas Co.'s unilateral increase which was suspended in Docket No. RI71-744.

Take notice that on January 31, 1972, Cascade Natural Gas Corp. (applicant), 222 Fairview Avenue North, Seattle, WA 98109, filed in Docket No. CP72-195 an application pursuant to section 7(b) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation of certain natural gas facilities in Colorado, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant seeks authorization to construct and operate a 600 horsepower compressor station and related facilities in the Lower Horse Draw Area, Rio Blanco County, Colo., and to construct and operate a field gathering system in the Lower Horse Draw Area in Rio Blanco County. Applicant states that it has executed gas purchase contracts with producers in the Lower Horse Draw Area where there are seven existing wells which have been tested to have an aggregate initial deliverability of 7,638 Mcf per day and it expects a number of additional wells to be drilled in the immediate future in the subject area. Applicant estimates the cost of the compressor station and related facilities at \$238,000 and the gathering system at \$300,000. Applicant plans to finance the proposed projects from cash on hand and borrow-

ings maturing no later than June 30, 1973.

Any person desiring to be heard or to make any protest with reference to said application should on or before March 6, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required,

further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2619 Filed 2-22-72;8:45 am]

[Docket No. CP72-68]

MICHIGAN POWER CO. AND GREAT LAKES GAS TRANSMISSION CO.

Order Granting Petition To Intervene, Setting Date for Filing Case-in-Chief, and Setting Dates for Pre-hearing Conference and Hearing

FEBRUARY 14, 1972.

On September 20, 1971, Michigan Power Co. (Michigan Power) filed in Docket No. CP72-68 an application pursuant to section 7(a) of the Natural Gas Act¹ for an order of the Commission directing Great Lakes Gas Transmission Co. (Great Lakes) to establish physical connection of its natural gas transmission facilities with the facilities to be constructed by Michigan Power, and to sell and deliver up to 3,000 Mcf of natural gas per day to Michigan Power, all as more fully set forth in the application. On October 21, 1971, Great Lakes filed an answer in opposition to Michigan Power's application, citing as its reason for opposition the unavailability of the necessary natural gas.

Notice of Michigan Power's application was issued by the Commission September 29, 1971, and published in the FEDERAL REGISTER on October 7, 1971 (36 F.R. 19534). The notice set October 19, 1971, as the date by which any protests or petitions to intervene were to be filed.

An untimely notice of intervention was filed by the Michigan Public Service Commission on October 26, 1971. An untimely petition to intervene on behalf of Michigan Power was filed by the city of Manistique (Manistique) on November 12, 1971. In its petition to intervene Manistique cites the recent appointment of its city attorney as the reason for its late filing.

The Commission finds:

(1) Good cause exists to permit the filing of the untimely notice of intervention by the Michigan Public Service Commission.

(2) Good cause exists to permit the late intervention of the city of Manistique in this proceeding in order that it may establish the facts and the law from which the nature and validity of its alleged rights and interests may be determined and show what further action may be appropriate under the circumstances in the administration of the Natural Gas Act.

The Commission orders:

(A) The above-named petitioner is permitted to intervene in this proceeding subject to the rules and regulations of the

Commission: *Provided, however,* That the participation of such intervener shall be limited to matters affecting asserted rights and interests as specifically set forth in said petition for leave to intervene; *And provided, further,* That the admission of such intervener shall not be construed as recognition by the Commission that it might be aggrieved because of any order or orders of the Commission entered in this proceeding.

(B) Pursuant to the provisions of § 2.62(c) of the Commission's rules of practice and procedure, the applicant shall serve copies of its filings upon all interveners promptly, unless such service has already been effected pursuant to Part 156 of the regulations under the Natural Gas Act.

(C) Michigan Power Co. shall file with the Commission and serve on all parties and the Commission Staff, on or before February 29, 1972, its case-in-chief including the exhibits and prepared testimony upon which it relies in support of its application.

(D) Great Lakes Gas Transmission Co. shall file with the Commission and serve on all parties and the Commission staff, on or before March 14, 1972, its case-in-chief including the exhibits and prepared testimony upon which it relies in opposition to the application of Michigan Power Co.

(E) Any intervener that proposes to offer prepared testimony and exhibits shall file such testimony and exhibits with the Commission and serve them on all parties and the Commission staff on or before March 14, 1972.

(F) Pursuant to the provisions of § 1.18 of the Commission's rules of practice and procedure, a prehearing conference before a duly designated Presiding Examiner shall commence at 10 a.m., e.s.t., on April 4, 1972, in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, DC 20426, for the purpose of effectuating the expeditious disposition of this proceeding. The purpose of such conference shall be to consider all matters at issue in the above docket and to consider any and all matters which might contribute to an expeditious disposition of this proceeding. The applicant, the respondent, the Commission staff, and all persons who have been permitted to intervene by the Commission shall be entitled to participate in that conference.

(G) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held immediately following the conclusion of the aforementioned prehearing conference in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, DC, concerning the matters involved in and the issues presented by Michigan Power Co.'s application.

By the Commission.

[SEAL] KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2620 Filed 2-22-72;8:45 am]

[Docket No. G-3244 etc.]

PHILLIPS PETROLEUM CO. ET AL.

Findings and Order

FEBRUARY 10, 1972.

Findings and order after statutory hearing issuing certificates of public convenience and necessity, amending orders issuing certificates, permitting and approving abandonment of service, terminating certificates, making successors correspondent, redesignating proceedings, and accepting rate schedules for filing.

Each applicant herein has filed an application pursuant to section 7 of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce or for permission and approval to abandon service or a petition to amend an order issuing a certificate, all as more fully set forth in the applications and petitions to amend.

Applicants have filed FPC gas rate schedules or supplements to rate schedules on file with the Commission and propose to initiate, abandon, add, or discontinue in part natural gas service in interstate commerce as indicated in the tabulation herein.

Humble Oil & Refining Co., applicant in Docket No. CI71-853, proposes to continue in part the sale of natural gas heretofore authorized in Docket No. CI63-234 to be made pursuant to Mobil Oil Corp. (Operator) et al., FPC Gas Rate Schedule No. 333. The present rate under said rate schedule is in effect subject to refund in Dockets Nos. RI69-57 and RI71-1006. Therefore, applicant will be made correspondent in said proceedings and the proceedings will be redesignated accordingly.

The Commission's staff has reviewed each application and recommends each action ordered as consistent with all substantive Commission policies and required by the public convenience and necessity.

After due notice by publication in the FEDERAL REGISTER, no petition to intervene, notice of intervention, or protest to the granting of the applications has been filed.

At a hearing held on February 2, 1972, the Commission on its own motion received and made a part of the record in this proceeding all evidence, including the applications and petitions, as supplemented and amended, and exhibits thereto, submitted in support of the authorizations sought herein, and upon consideration of the record.

The Commission finds:

(1) Each applicant herein is a "natural gas company" within the meaning of the Natural Gas Act as heretofore found by the Commission or will be engaged in the sale of natural gas in interstate commerce for resale for ultimate public consumption, subject to the jurisdiction of the Commission, and will, therefore, be a "natural gas company" within the meaning of the Natural Gas Act upon the commencement of service under the authorizations hereinafter granted.

(2) The sales of natural gas hereinbefore described, as more fully described

¹ 52 Stat. 824 (1938); U.S.C. sec. 717f(a).

in the applications in this proceeding, will be made in interstate commerce subject to the jurisdiction of the Commission; and such sales by applicants, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are subject to the requirements of subsections (c) and (e) of section 7 of the Natural Gas Act.

(3) Applicants are able and willing properly to do the acts and to perform the service proposed and to conform to the provisions of the Natural Gas Act and the requirements, rules, and regulations of the Commission thereunder.

(4) The sales of natural gas by applicants, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are required by the public convenience and necessity; and certificates therefor should be issued as hereinafter ordered and conditioned.

(5) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act and the public convenience and necessity require that the orders issuing certificates of public convenience and necessity in various dockets involved herein should be amended as hereinafter ordered.

(6) The sales of natural gas proposed to be abandoned, as hereinbefore described and as more fully described in the applications and in the tabulation herein, are subject to the requirements of subsection (b) of section 7 of the Natural Gas Act.

(7) The abandonments proposed by applicants herein are permitted by the public convenience and necessity and should be approved as hereinafter ordered.

(8) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the certificates heretofore issued to applicants relating to the abandonments hereinafter permitted and approved should be terminated or that the orders issuing said certificates should be amended by deleting therefrom authorization to sell natural gas from the subject acreage.

(9) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that Humble Oil & Refining Co. should be made a co-respondent in the proceedings pending in Dockets Nos. RI69-57 and RI71-1006; and that said proceedings should be redesignated accordingly.

(10) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the FPC gas rate schedules and supplements related to the authorizations hereinafter granted should be accepted for filing.

The Commission orders:

(A) Certificates of public convenience and necessity are issued upon the terms and conditions of this order authorizing sales by applicants of natural gas in interstate commerce for resale, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, all as hereinbefore described and as more

fully described in the applications and in the tabulation herein.

(B) The certificates granted in paragraph (A) above are not transferable and shall be effective only so long as applicants continue the acts or operations hereby authorized in accordance with the provisions of the Natural Gas Act and the applicable rules, regulations, and orders of the Commission.

(C) The grant of the certificates issued in paragraph (A) above shall not be construed as a waiver of the requirements of section 4 of the Natural Gas Act or of Part 154 or Part 157 of the Commission's regulations thereunder and is without prejudice to any findings or orders which have been or which may hereafter be made by the Commission in any proceedings now pending or hereafter instituted by or against applicants. Further, our action in this proceeding shall not foreclose or prejudice any future proceedings or objections relating to the operation of any price or related provisions in the gas purchase contracts herein involved. The grant of the certificates aforesaid for service to the particular customers involved does not imply approval of all of the terms of the contracts, particularly as to the cessation of service upon termination of said contracts as provided by section 7(b) of the Natural Gas Act. The grant of the certificates aforesaid shall not be construed to preclude the imposition of any sanctions pursuant to the provisions of the Natural Gas Act for the unauthorized commencement of any sales of natural gas subject to said certificates.

(D) The orders issuing certificates of public convenience and necessity in Dockets Nos. G-4986, G-7645, G-10665, G-11894, G-12005, G-12094, G-12868, G-18435, CI61-550, CI61-1285, CI62-458, CI65-369, CI68-692, and CI71-286 are amended by adding thereto or deleting therefrom authorization to sell natural gas as more fully described in the applications and in the tabulation herein. In all other respects said orders shall remain in full force and effect.

(E) The orders issuing certificates of public convenience and necessity in Dockets Nos. G-11902 and G-16152 are amended by substituting successors in interest as certificate holders as more fully described in the applications and in the tabulation herein. In all other respects said orders shall remain in full force and effect.

(F) The orders issuing certificates of public convenience and necessity in the following dockets are amended to reflect the deletion of acreage where new certificates are issued herein or outstanding certificates are amended herein by authorizing the continuation of service from the subject acreage, and in all other respects said orders shall remain in full force and effect:

Amend to delete acreage	New certificate and/ or amendment to add acreage
CI63-234	CI71-853
CI64-157	CI71-286
CI63-234	CI71-853

(G) The certificates of public convenience and necessity and certificate authorizations granted in Dockets Nos. G-11902, G-16152, CI71-286, and CI71-784 are subject to the Commission's findings and order accompanying Opinion No. 586. If the quality of the gas deviates at any time from the quality standards set forth in § 154.106(d) of the regulations under the Natural Gas Act so as to require a downward adjustment of the existing rates, notices of changes in rate shall be filed pursuant to section 4 of the Natural Gas Act: *Provided, however*, That adjustments reflecting changes in B.t.u. content of the gas shall be computed by the applicable formula and charged without the filing of notices of changes in rate.

(H) Applicants in the dockets indicated shall charge and collect the following rates, subject to B.t.u. adjustment were applicable:

Docket No.	Rate (cents per Mcf)	Pressure base (p.s.l.a.)
CI71-784	20.0	14.65
CI71-865	15.0	14.65

(I) Within 90 days from the date of initial delivery, applicant in Docket No. CI71-865 shall file three copies of a rate schedule-quality statement in the form prescribed by the Commission. If the quality of gas deviates at any time from the quality standards set forth in § 154.106(d) of the regulations under the Natural Gas Act so as to require a downward adjustment of the existing rates, notices of changes in rate shall be filed pursuant to section 4 of the Natural Gas Act: *Provided, however*, That adjustments reflecting changes in B.t.u. content of the gas shall be computed by the applicable formula and charged without the filing of notices of changes in rate.

(J) The certificate of public convenience and necessity granted in Docket No. CI71-784 is subject to any determination which may be made by the Commission in Docket No. R-338 with respect to the transportation of liquids and liquefiable hydrocarbons.

(K) The orders issuing certificates of public convenience and necessity in Dockets Nos. G-3244 and CI60-604 are amended to reflect the new delivery point in Docket No. G-3244 and to include the interest of co-owner, Humble Oil & Refining Co., in CI60-604 as more fully described in the applications and in the tabulation herein. In all other respects said orders shall remain in full force and effect.

(L) Humble Oil & Refining Co. is made co-respondent in the proceedings pending in Dockets Nos. RI69-57 and RI71-1006, and said proceedings are redesignated accordingly. Humble Oil & Refining Co. shall comply with the refunding procedure required by the Natural Gas Act and § 154.102 of the regulations thereunder.

(M) Permission for and approval of the abandonment of service by applicants, as hereinbefore described and as

more fully described in the applications and tabulations, are granted.

(N) The certificates issued in Dockets Nos. G-3767, G-6199, G-10623, G-20123, CI61-922, CI63-712, CI64-688, CI64-736, CI66-29, CI66-374, CI66-1145, CI67-97, and CI70-105 are terminated and the related FPC gas rate schedules are canceled.

(O) The rate schedules and rate schedule supplements related to the authorizations granted herein are accepted

By the Commission.

[SEAL] **KENNETH F. PLUMB,**
Secretary.

Docket No. and date filed	Applicant	Purchaser and location	FPC gas rate schedule ¹ Description and date of document	No.	Supp.
G-3244 ² D 4-14-71	Phillips Petroleum Co. (Operator).	El Paso Natural Gas Co., Winkler Field, Winkler County, Tex.	Amendatory agreement, 5-21-71; ³ Date of first delivery from Walton Plant delivery point, 3-1-71; ⁴ Release agreement, 3-1-71; ⁴ (Effective date: Date of order.)	359	24
G-4986 D 4-30-71	Humble Oil & Refining Co.	Lone Star Gas Co., Golden Trend Field, Garvin and Stephens Counties, Okla.	Release agreement, 7-3-46; ⁵ Release agreement, 7-12-46; ⁶ Release agreement, 8-12-46; ⁶ Release agreement, 10-31-46; ⁶ Release agreement, 2-19-47; ⁶ Release agreement, 2-19-47; ⁶ Release agreement, 2-24-47; ⁶ Release agreement, 3-28-47; ⁶ Release agreement, 7-2-47; ⁶ Release agreement, 10-2-47; ⁶ (Effective date for the above filings; No specific date.)	183	17
G-7645 D 3-22-71	Mobil Oil Corp. et al.	Cities Service Gas Co., Guymon-Hugoton (Shallow) Field, Texas County, Okla.	Release agreement, 2-19-47; ⁶ Release agreement, 2-19-47; ⁶ Release agreement, 2-24-47; ⁶ Release agreement, 3-28-47; ⁶ Release agreement, 7-2-47; ⁶ Release agreement, 10-2-47; ⁶ (Effective date for the above filings; No specific date.)	283	38
G-10665 D 6-11-71	Champion Petroleum Co. (Operator) et al.	Cities Service Gas Co., Eureka Field, Grant County, Okla.	Notice of partial cancellation, 12-28-70; ¹	64	10
G-11894 D 6-17-71	Mobil Oil Corp	Kansas Nebraska Natural Gas Co., Hugoton Field, Finney County, Kans.	Agreement, 6-12-63 Agreement, 8-12-63; ¹⁰ Agreement, 8-12-63; ¹¹ Agreement, 8-18-63; ¹² Agreement, 10-20-63; ¹³ Agreement, 10-20-63; ¹⁴ Agreement, 10-20-63; ¹⁵ (Effective date for the above filings; No specific date.)	15 15 15 15 15 15 15	13 14 15 16 17 18 19

Filing code: A-Initial service;
B-Abandonment;
C-Amendment to add acreage;
D-Amendment to delete acreage;
E-Succession;
F-Partial succession.

See footnotes at end of table.

for filing or are redesignated, all as set forth in the tabulation herein. Applicants having date of initial delivery as the effective date for their respective rate schedules or rate schedule supplements shall advise the Commission in writing of such date within 10 days thereof.

Docket No. and date filed	Applicant	Purchaser and location	FPC gas rate schedule ¹ Description and date of document	No.	Supp.
G-11902 E 6-17-71	Getty Oil Co. (successor to Estate of James A. Chapman, et al.)	Arkansas Louisiana Gas Co., Numma-West Field, Grant County, Okla.	J. A. Chapman et al., FPC Gas Rate Schedule No. 1, Supplement No. 1, Notice of succession, 6-16-71. Assignment, 3-15-71; ¹⁴ (Effective date for the above filings; 3-1-71). Notice of partial cancellation, 4-30-71. (Effective date: date of order.)	189	1
G-2005 D 5-4-71	Mobil Oil Corp.	United Gas Pipe Line Co., Eugene Island Area, La.	Notice of partial cancellation, 6-9-71; ¹⁵ (Effective date: date of order.)	189	2
G-12094 D 6-14-71	do	Southern Natural Gas Co., Gwinnyville Field, Jefferson Davis County, Miss.	Notice of partial cancellation, 6-9-71; ¹⁵ (Effective date: date of order.)	188	7
G-12888 D 3-26-71	Amoco Production Co. (Operator et al.)	Michigan Wisconsin Pipe Line Co., Laverne Gas Area, Harper County, Okla.	Notice of partial cancellation, 3-24-71; ¹⁶ (Effective date: Date of order.)	238	10
G-16152 E 6-17-71	Getty Oil Co. (successor to Estate of James A. Chapman et al.)	Arkansas Louisiana Gas Co., Numma-West Field, Grant County, Okla.	J. A. Chapman et al., FPC Gas Rate Schedule No. 2, Notice of succession, 6-15-71. Assignment, 3-15-71; ¹⁴ (Effective date for the above filings; 3-1-71). Notice of partial cancellation, 3-24-71; ¹⁶ (Effective date: Date of order.)	190	1
G-18435 D 3-26-71	Amoco Production Co. (Operator) et al.	Michigan Wisconsin Pipe Line Co., Laverne Gas Area, Harper County, Okla.	Notice of partial cancellation, 3-24-71; ¹⁶ (Effective date: Date of order.)	273	23
CI60-604 E 6-7-71 ¹⁷ D 3-26-71	Union Oil Co. of California (Operator) et al.	El Paso Natural Gas Co., Spraberry Field, Midland County, Tex.	Assignment, 4-6-71; ¹⁸ (Effective date: 3-1-71).	73	31
CI61-560 D 6-14-41	Lario Oil & Gas Co.	Cities Service Gas Co., LLS Field, Barber County, Kans.	Notice of partial cancellation, 6-14-71; ¹⁹ (Effective date: Date of order.)	17	6
CI61-1285 D 6-17-71	The California Co., a division of Chevron Oil Co. (Operator) et al.	United Fuel Gas Co., South Thornwell Field, Jefferson Parish, La.	Notice of partial cancellation, 6-14-71; ¹⁹ (Effective date: Date of order.)	28	9
CI62-458 C 6-4-71	Cities Service Oil Co. (Operator) et al.	United Fuel Gas Co., Sandy River District, W.V.	Supplemental agreement, 6-30-66. (Effective date: Initial delivery.)	281	4
CI63-284 D 6-17-71	Mobil Oil Corp. (Operator) et al.	Arkansas Louisiana Gas Co., Red Oak Area, Pittsburg County, Okla.	Assignment, 4-7-71; ²¹ Assignment, 4-7-71; ²² (Effective date for the above filings; Date of order.)	333 333	43 44
CI65-369 D 4-16-71	PetroDynamics, Inc. (Operator) et al.	Northern Natural Gas Co., Walkmeyer Field, Stevens County, Kans.	Release agreement, 3-1-71; ²³ (Effective date: Date of order.)	17	3
CI68-602 D 3-31-71	Newmont Oil Co. (Operator) et al.	Transcontinental Gas Pipe Line Corp., West Mermentau Field, Jefferson Davis Parish, La.	Notice of partial cancellation, 3-26-71; ²⁴ (Effective date: Date of order.)	9	3
CI71-286 F 6-8-71 ³	LVO Corp. (successor to Skelly Oil Co.)	Kansas-Nebraska Natural Gas Co., Bradshaw Area, Hamilton County, Kans.	Assignment, 4-19-71; ²⁵ (Effective date: Date of order.)	27	6
CI71-412 B 11-16-70 ⁴	E. G. Rodman	Northern Natural Gas Co., Harmon Field, Woodward County, Okla.	Notice of cancellation, 11-10-70 (cancels FPC Gas Rate Schedule No. 7). (Effective date: Date of order.)	7	1

Docket No. and date filed	Applicant	Purchaser and location	FPC gas rate schedule ¹ Description and date of document	No.	Supp.
C171-588 B 6-1-71 44	Gulf Oil Corp.	Panhandle Eastern Pipe Line Co., South Forgan Field, Beaver County, Okla.	Notice of cancellation, 5-27-71 ⁴⁰ (cancels FPC Gas Rate Schedule No. 313). (Effective date: Date of order.)	313	2
C171-865 A 6-7-71do.....	Texas Eastern Transmission Corp., Cartersville Field, Panola County, Tex.	Contract, 5-19-71 (Effective date: Initial delivery.)	425	-----
C171-881 B 6-16-71 45	Joseph F. Fritz Operating Co.	Texas Eastern Transmission Corp., White Castle Field, Wilkinson County, Miss.	Notice of cancellation, 6-14-71 (cancels FPC Gas Rate Schedule No. 2). (Effective date: Date of order.)	2	1
C171-912 B 6-29-71 46	Gulf Oil Corp.	Lone Star Gas Co., Northeast Elmore Field, Garvin County, Okla.	Notice of cancellation, 6-28-71 ⁴⁶ (cancels FPC Gas Rate Schedule No. 330). (Effective date: Date of order.)	330	7

Docket No. and date filed	Applicant	Purchaser and location	FPC gas rate schedule ¹ Description and date of document	No.	Supp.
C171-724 B 4-5-71 38	Anadarko Production Co.	Panhandle Eastern Pipe Line Co., Moccasin Laverne Field, Beaver County, Okla.	Notice of cancellation, 2-31-71 ²⁹ (cancels FPC Gas Rate Schedule No. 117). (Effective date: Date of order.)	117	2
C171-771 B 4-23-71 39	General American Oil Co. of Texas.	Southern Natural Gas Co., Delacox Area, Etlaqueumines Parish, La.	Notice of cancellation, 4-16-71 (cancels FPC Gas Rate Schedule No. 44). (Effective date: Date of order.)	44	7
C171-774 B 4-20-71 38	J. C. Walker, Jr., and Lamar W. Davis, Jr.	United Gas Pipe Line Co., South Weesatche Field, Goliad County, Tex.	Notice of cancellation, 4-20-71 (cancels FPC Gas Rate Schedule No. 1). (Effective date: Date of order.)	1	8
C171-775 B 4-21-71 33	T. L. James & Co., Inc., et al.	Mississippi River Transmission Corp., North Choudrant Field, Lincoln Parish, La.	Notice of cancellation, 4-16-71 (cancels FPC Gas Rate Schedule No. 4). (Effective date: Date of order.)	4	7
C171-779 B 4-20-71 33	Southwest Petroleum Management Corp. (Operator).	Texas Eastern Transmission Corp., Gotschalt Field, Goliad County, Tex.	Notice of cancellation, 4-20-71 (cancels FPC Gas Rate Schedule No. 1). (Effective date: Date of order.)	1	2
C171-784 A 4-26-71	The Rodman Corp. (Operator) et al.	Cities Service Gas Co., Sooner Trend Field, Major County, Okla.	Contract, 3-10-71, Compliance, 5-25-71.	4	1
C171-810 B 5-7-71 31	Union Oil Co. of California (Operator) et al.	Michigan Wisconsin Pipe Line Co., Southeast Stocknohin Field, Harper County, Okla.	Notice of cancellation, 5-7-71 (cancels FPC Gas Rate Schedule No. 166). (Effective date: Date of order.)	166	2
C171-818 B 4-21-71 32	T. L. James & Co., Inc., et al.	Arkansas Louisiana Gas Co., East Harnesville Field, Claiborne Parish, La.	Notice of cancellation, 4-16-71 (cancels FPC Gas Rate Schedule No. 1). (Effective date: Date of order.)	1	7
C171-828 B 5-17-71 37	Sohio Petroleum Co.	Michigan Wisconsin Pipe Line Co., Cedarvale Field, Beaver County, Okla.	Notice of cancellation, 5-14-71 ³⁷ (cancels FPC Gas Rate Schedule No. 80). (Effective date: Date of order.)	80	4
C171-834 B 5-20-71 33	First National Bank in Dallas, Trustee (Operator) et al.	South Texas Natural Gas Gathering Co., Northeast Thompsonville Field, Jim Hogg County, Tex.	Notice of cancellation, 5-17-71 ³³ (cancels FPC Gas Rate Schedule No. 1). (Effective date: Date of order.)	1	3
C171-844 B 5-24-71 33	Sohio Petroleum Co.	Panhandle Eastern Pipe Line Co., Light Pool, Beaver County, Okla.	Notice of cancellation, 5-20-71 ³³ (cancels FPC Gas Rate Schedule No. 8). (Effective date: Date of order.)	31	7
C171-863 F 5-23-71 41	Humble Oil & Refining Co., (successor to Mobil Oil Corp. (Operator), et al.)	Arkansas Louisiana Gas Co., Red Oak Area, Pittsburg County, Okla.	Contract, 6-13-62 ⁴⁹ Agreement, 3-11-63 Amendment, 10-14-63 Assignment, 1-5-65 Assignment, 4-7-71 ⁴⁸ (Effective date: Date of approval for the above filings: 3-1-71.)	482 482 482 482 482	1 2 3 4 5

See footnotes at end of table.

¹ Where no effective date is indicated, the rate schedule filing has heretofore been accepted.
² Applicant proposes to change the point of delivery to El Paso Natural Gas Co. from the Winkler Plant, Kermit Area, Winkler County, Tex. to a point on El Paso's pipeline in Winkler County near Cabot Corp.'s Walton Plants.
³ Provides, among other things, for the proposed change in delivery point.
⁴ Between applicant and buyer releasing acreage from terms of a contract, dated Jan. 1, 1953.
⁵ Acreage deleted prior to June 7, 1964. Filings inadvertently omitted at time of original filing.
⁶ Between Republic Natural Gas Co. (applicant's predecessor) and buyer releasing acreage from contract, dated Feb. 28, 1946.
⁷ Lease No. 1072.
⁸ Lease No. 1099.
⁹ Includes letter agreement, dated Dec. 1, 1970, indicating buyer's concurrence.
¹⁰ Applies to SW $\frac{1}{4}$ sec. 14, T. 25 S., R. 32 W., and NW $\frac{1}{4}$ and SE $\frac{1}{4}$ sec. 15, T. 25 S., R. 32 W.
¹¹ Applies to SW $\frac{1}{4}$ sec. 15, and SW $\frac{1}{4}$ sec. 14, T. 25 S., R. 32 W.
¹² Applies to NE $\frac{1}{4}$ and SE $\frac{1}{4}$ sec. 11, T. 25 S., R. 32 W., and NE $\frac{1}{4}$ and SE $\frac{1}{4}$ sec. 13, T. 25 W., R. 32 W.
¹³ Applies to SW $\frac{1}{4}$ sec. 11, and SW $\frac{1}{4}$ sec. 13, T. 25 W., R. 32 W.
¹⁴ Assigns interest from National Bank of Tulsa, Executor of the Estate of J. A. Chapman, to applicant.
¹⁵ Includes letter of concurrence from buyer.
¹⁶ Includes letter agreement, dated Jan. 18, 1971, between applicant and buyer releasing acreage from contract.
¹⁷ Petition to amend certificate to include interest of coowner, Humble Oil & Refining Co.
¹⁸ Assigns interest from applicant to Humble Oil & Refining Co.
¹⁹ Includes letter agreement, dated May 24, 1971, indicating buyer's concurrence.
²⁰ Includes letter of concurrence from applicant to Humble Oil & Refining Co.
²¹ Conveys interest (NE $\frac{1}{4}$ sec. 22, T. 6 N., R. 12 E.) from applicant to Humble Oil & Refining Co.
²² Conveys interest (SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 15, T. 6 N., R. 12 E.) from applicant to Humble Oil & Refining Co.
²³ Between applicant and buyer releasing acreage (Morrow formation only) from contract.
²⁴ Includes letter agreement from buyer.
²⁵ Applicant proposes to continue in part the sale of natural gas authorized in Docket No. C164-187.
²⁶ From Skelly Oil Co. to applicant.
²⁷ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. C167-97.
²⁸ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. C166-874.
²⁹ Includes letter agreement, dated Jan. 25, 1971, between applicant and buyer cancelling contract.
³⁰ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. G-20123.
³¹ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. C164-088.
³² Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. G-3767.
³³ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. C164-736.
³⁴ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. C166-23.
³⁵ Includes agreement between applicant and buyer cancelling contract.
³⁶ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. G-3767.
³⁷ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. C163-712.

- ¹ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. CI61-922.
² Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in G-10623.
³ Includes agreement between applicant and buyer cancelling contract.
⁴ Applicant proposes to continue in part the sale of natural gas authorized in Docket No. CI63-234 pursuant to Mobil Oil Corp. (Operator) et al., FPC Gas Rate Schedule No. 333.
⁵ Also on file as Mobil Oil Corp. FPC Gas Rate Schedule No. 333.
⁶ Assigns interest from Mobil Oil Corp. to applicant.
⁷ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. CI66-1145.
⁸ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. CI70-105.
⁹ Application for permission and approval to abandon the sale of natural gas commenced under a certificate issued in Docket No. G-6199.

[FR Doc.72-2542 Filed 2-22-72;8:45 am]

[Docket No. RP71-6 etc.]

TENNESSEE GAS PIPELINE CO.

Notice of Extension of Time and Postponement of Hearing

FEBRUARY 15, 1972.

Notice is hereby given that the procedural dates prescribed by the order issued December 23, 1971, and modified by notice issued January 13, 1972, are further modified, as follows:

1. The time within which parties shall serve their prepared direct testimony and exhibits is extended to and including March 9, 1972. The time within which any rebuttal evidence by Tennessee shall be served is extended to and including March 29, 1972.

2. Cross-examination of the evidence shall commence on April 11, 1972.

By direction of the Commission,⁴

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2621 Filed 2-22-72;8:45 am]

[Docket No. CP72-93]

TEXAS EASTERN TRANSMISSION CORP.

Importation of Liquefied Natural Gas

FEBRUARY 15, 1972.

Order authorizing the importation of two shiploads of liquefied natural gas, scheduling formal hearing, establishing procedures, and granting interventions.

Texas Eastern Transmission Corp. (Texas Eastern) filed on October 4, 1971, an application pursuant to section 3 of the Natural Gas Act¹ for authorization to import approximately 12 trillion British thermal units (B.t.u.)² of liquefied natural gas (LNG) from Libya. The LNG is to be purchased from Esso International, Inc. (Esso), and loaded at Marsa el Brega, Libya, in 12 cargo lots of approximately 1 trillion B.t.u. each.³ LNG is to be delivered to Texas Eastern's LNG

storage and gasification facilities at Staten Island, N.Y.⁴ Deliveries are expected to commence approximately 27 days after appropriate government approvals are obtained and, pursuant to Texas Eastern's agreement with Esso, are to continue through September 1972.

Texas Eastern's letter agreement with Esso for the sale and delivery of LNG specifies a price equivalent to \$0.75 per million B.t.u. calculated on quantities loaded at Marsa el Brega, or approximately \$0.81 per million B.t.u. at Staten Island after an allowance of 7 percent for boiloff during transit and retained heat in the tanker. At 1,250 B.t.u. per cubic foot, Texas Eastern's cost of LNG will be equivalent to approximately \$1.2323 per Mcf at a pressure base of 15.025 p.s.i.⁵

Texas Eastern estimates that the purchase of Libyan LNG will result in a 0.84 cent per Mcf increase in its average cost of purchased gas. Texas Eastern requests that such increase be treated as an "increase purchased gas cost" under the terms of Article III of the Stipulation and Agreement dated January 21, 1971, approved by Commission order issued March 24, 1971, in Docket No. RP70-29 et al., and that the cost of LNG be passed along to the customer pursuant to the "tracking provisions" of that agreement. We believe, however, that the propriety of that request should be an issue in the hearing hereinafter ordered and that all parties, who wish to be heard on this issue, may present evidence thereon.

Texas Eastern in its application states that it has an "urgent need" for supplemental gas supplies to meet commitments to its customers during the present heating season and thereafter. Texas Eastern contends that the "critical gas supply shortage" has for a number of years prevented Texas Eastern from purchasing sufficient new supplies to offset its annual system requirements. It considers imported LNG a "vital supplemental gas supply" necessary to fore-

stall possible curtailments to its customers.⁶ In order to alleviate the alleged imminent gas supply emergency, we will authorize the importation of two shiploads of LNG as proposed in Texas Eastern's application. The terms under which LNG may be sold, however, and Texas Eastern's proposal to import and sell up to 10 additional shiploads of LNG will be the subject of the hearing hereinafter ordered.

Petitions to intervene in this proceeding were filed by Algonquin Gas Transmission Co., Columbia Gas Transmission Corp., El Paso Algeria Corp., Esso International, Inc., Long Island Lighting Co., Mobil Oil Corp., Pennsylvania Gas and Water Co., Public Service Electric and Gas Co., Texas Gas Transmission Corp., the Brooklyn Union Gas Co., and the Philadelphia Gas Works Division of UGI Corp.⁷ A notice of intervention was filed by the Public Service Commission for the State of New York.

None of those filing to intervene has requested that a formal hearing be convened in these proceedings.⁸ Neither do they express opposition to the proposed importation of LNG by Texas Eastern. Additionally, the Departments of State and Defense have raised no objections to Texas Eastern's import proposal.⁹

Although not requested by any intervenor, we find the policy implications of this application to be so significant as to require formal hearings on limited issues. Because of the alleged time urgency of this application, we would limit the hearing to consideration of the availability of alternate domestic supplies which could be purchased by Texas Eastern on an emergency or other basis at a lower overall cost to its customers,¹⁰ the propriety of Texas Eastern's request to pass through to its customers the increased cost of the LNG pursuant to the "tracking provisions" of the stipulation and agreement approved by the Commission in Docket No. RP70-29,¹¹ and the appropriate rate treatment of the costs for

⁶ By letter to the Secretary dated Dec. 8, 1971, in this docket, Texas Eastern advises that due to an emergency gas supply shortage on its system, it began curtailing deliveries of gas to its customers on Dec. 1, 1971.

⁷ All petitions to intervene were timely filed with the exceptions of that of Algonquin Gas Transmission Co., but, since no hearing sessions have been held, granting the late petition will not delay the hearing.

⁸ The Public Service Commission for the State of New York withdrew its request for hearing by letter dated Oct. 22, 1971.

⁹ Letters were received from the Department of State on Nov. 26, 1971, and from the Department of Defense on Dec. 3, 1971.

¹⁰ The Commission has made provisions for such purchases under § 2.68 (Orders 402 and 402-A) and § 157.29 (Orders 193 and 418), under paragraph 12, Docket No. R-389 and R-389A, and under Order 431. We invite the late intervention and participation of any producers with supplies of natural gas which could be made available to Texas Eastern under any of the aforementioned provisions.

¹¹ Texas Eastern is advised that "each customer affected" by the proposed rate change is to be notified under §§ 154.16 and 154.22 of the Commission's regulations under the Natural Gas Act.

⁴ Chairman Nassikas and Commissioner Moody, dissenting, stated that no useful purpose can be served by further delay of these proceedings. Accordingly, they dissent from the issuance of this order.

¹ Notice of the application was published in the FEDERAL REGISTER on Oct. 22, 1971 (36 F.R. 20458).

² Vaporized LNG will have a heat content equivalent to approximately 1,250 B.t.u. per cubic foot at 14.73 p.s.i.

³ Shipment of LNG is to be by Esso Brega Class vessel, or equivalent.

⁴ The construction of certain appurtenant facilities which, together with dredging and other expenses are expected to cost \$1,774,000, and are proposed to be constructed by Applicant to accommodate tanker deliveries of LNG at Texas Eastern's Staten Island terminal.

⁵ The \$1.2323 figure is based on a total cost of \$10,786,000 for the proposed importation, including \$9,000,000 for LNG, \$1,774,000 for facilities, and \$12,000 for vessel cool down. After shrinkage, at 1,250 B.t.u. per cubic foot, 8,752,743 Mcf equivalent are to be imported at 15.025 p.s.i.

constructing the facilities proposed in this application. We would urge the Examiner and all participants in these hearings to be mindful that the proposed project is limited in both time and size and is requested as an emergency relief to Texas Eastern's current supply situation. We do not intend these hearings to address the broader issues which are raised by the large volume and long term LNG import applications currently before the Commission. We would urge the most expeditious disposition of this case.

The Commission finds:

(1) Good cause exists for formal hearings to be held on Texas Eastern's application to import LNG under section 3 of the Natural Gas Act and for the procedures hereinafter ordered.

(2) The participation of the above-named persons, who filed petitions to intervene in this proceeding, may be in the public interest.

(3) The importation of two shiploads of LNG by Texas Eastern from Libya, as hereinbefore described and as set forth in the application in this proceeding, will not be inconsistent with the public interest within the meaning of section 3 of the Natural Gas Act: *Provided*, That said importation be on the terms and conditions hereinafter ordered.

(4) The construction and operation of the facilities proposed by Texas Eastern to accommodate the proposed import may be in the public interest and should be permitted under the conditions hereinafter ordered.

The Commission orders:

(A) Authorization is granted to applicant, Texas Eastern Transmission Corp., to import two shiploads of liquefied natural gas from Libya to the United States and to construct and operate facilities, as hereinbefore described and as set forth in the application in this proceeding, upon the conditions herein ordered and subject to the provisions of the Natural Gas Act and the Commission's regulations issued thereunder.

(B) The authorization granted by paragraph (A) above is conditioned as follows:

(i) The maximum amount of liquefied natural gas to be imported by applicant shall not exceed two shiploads at the Esso Brega class vessel or equivalent.

(ii) Applicant shall secure all necessary Federal, State, and local authorizations for the above grant.

(iii) Applicant shall comply with all the requirements of § 153.8 of the Commission's regulations under the Natural Gas Act before initiating the proposed importation.

(iv) Applicant shall file statements or reports with the Commission from time to time under oath and in such detail as the Commission may require with respect to the whole or any part of the above import authorization.

(v) Thirty days after the completion of the above authorization, applicant will submit a written report to the Commission stating the actual volumes delivered both in gallons and Mcf equivalent under standard conditions (60° F., 14.73 p.s.i.a.

at 1,000 B.t.u. per cubic foot) and the cost thereof, including taxes, duties, demurrage, port charges, and any other costs incurred by applicant resulting from the above import authorization.

(vi) The import authorization herein granted is without prejudice to determination of any issue or issues involved in the formal hearing herein ordered on applicant's application filed in this proceeding.

(D) In the event that the applicant should abandon or permanently cease for any reason whatsoever all or any part of the instant operations described herein, applicant shall notify the Commission immediately of said fact and the reasons therefor.

(E) The authorization granted herein is not transferable and applicant shall not, during the term of the authorization granted by this order, materially change or alter its operations described herein, including but not restricted to changes in price and delivery pattern, without first obtaining the permission and approval of the Commission.

(F) The above-named petitioners are hereby permitted to become interveners in this proceeding subject to the rules and regulations of the Commission: *Provided, however*, That the participation of such interveners shall be limited to matters affecting asserted rights and interests as specifically set forth in their petitions for leave to intervene; *And provided, further*, That the admission of such interveners shall not be construed as recognition by the Commission that they or any one of them might be aggrieved because of any order or orders of the Commission entered in this proceeding.

(G) A formal hearing shall be convened in this proceeding in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, DC, on March 14, 1972, at 10 a.m., e.s.t., concerning the issues involved in the application filed on October 4, 1971, by Texas Eastern under section 3 of the Natural Gas Act. The Chief Examiner will designate an appropriate officer of the Commission to preside at the formal hearing, pursuant to the Commission's rules of practice and procedure.

(H) The direct case of Texas Eastern and any other party in support of Texas Eastern's proposal shall be served on all parties, including the Commission's Staff and the Presiding Examiner, on March 1, 1972, and the hearing ordered by paragraph (G) above shall commence with cross-examination of Texas Eastern's direct case and shall proceed, under procedures established by the Presiding Examiner, to an expeditious conclusion and determination.

By the Commission.¹³

[SEAL] KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2617 Filed 2-22-72;8:45 am]

¹³ Commissioner Carver dissenting filed a separate statement, filed as part of the original. Commissioner Brooke concurs in Commissioner Carver's dissent.

[Docket No. CP72-191]

UNITED GAS PIPE LINE CO.

Notice of Application

FEBRUARY 15, 1972.

Take notice that on January 26, 1972, United Gas Pipe Line Co. (applicant), 1500 Southwest Tower, Houston, Tex. 77002, filed in Docket No. CP72-191 an application pursuant to section 7(b) of the Natural Gas Act for permission for and approval of the abandonment of certain natural gas service and facilities, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant seeks authorization to abandon the following natural gas service and facilities:

1. Service to American Cyanamid Co. and related measuring and regulating facilities in Tarrant County, Tex.;

2. Service to American Manufacturing Co., related measuring and regulating facilities and 185 feet of 6-inch pipeline in Tarrant County, Tex.;

3. Service to Curt Temple, Inc., related measuring and regulating facilities, and 22 feet of 2 3/8-inch pipeline and 10 feet of 4 1/2-inch pipeline in Gulfport, Harrison County, Miss.;

4. Service to Lone Star Cement Corp., related measuring and regulating facilities and 0.2 mile of 8-inch pipeline in Dallas County, Tex.; and

5. Service to Murph Metals, Inc., and related measuring and regulating facilities in Dallas County, Tex.

Applicant states that the service through the subject facilities has been discontinued, that the facilities are no longer needed in applicant's operations, and that their abandonment will have no effect on its ability to serve any existing or prospective customers.

Any person desiring to be heard or to make any protest with reference to said application should on or before March 3, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own

review of the matter finds that permission and approval for the proposed abandonment are required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2622 Filed 2-22-72;8:46 am]

[Project 1968]

WISCONSIN PUBLIC SERVICE CORP.

Notice of Application for New License for Constructed Project

FEBRUARY 15, 1972.

Public notice is hereby given that application for new minor license has been filed under the Federal Power Act (17 U.S.C. 791a-825r) by Wisconsin Public Service Corp. (correspondence to Mr. C. A. McKenna, Secretary, Wisconsin Public Service Corp., 1029 North Marshall Street, Milwaukee, WI 53201), for its constructed Hat Rapids Project No. 1968, located in Oneida County, Wis., near the cities of Rhinelander and Wausau, on the Wisconsin River. The project affects navigable rivers of the United States.

The existing Hat Rapids Project, operated as a run-of-the-river project, consists of (1) a dam about 22 feet high and 1,006 feet long, comprised of two powerhouse sections, one 60 feet long, the other 32 feet long, a 90-foot long spillway section containing four tainter gates 10 feet wide and 18 feet high and a tainter gate 8 feet wide and 18 feet high, and two flanking earth fill dikes 224 feet long on the west side and 600 feet long on the east side, (2) a reservoir which extends about 4½ miles upstream, (3) two powerhouses integral with the dam containing three generating units having an aggregate capacity of 1,440 kw., (4) an outdoor substation, and (5) all other facilities and interests appurtenant to operation of the project.

According to the application: (1) The estimated net investment is \$116,000, which is less than its estimated fair value, (2) the estimated severance damages in the event of "takeover" are \$50,000, and (3) the annual taxes paid to State and local governments are estimated to be about \$5,000.

Applicant states that because the area near the project abounds in good lakes and streams, development of recreational facilities has been located elsewhere. However, one access area to the reservoir near the damsite has been provided, and project lands owned in fee are available for hiking and hunting. No further recreational development is proposed or contemplated by the State, local groups, or the applicant at this time.

Any person desiring to be heard or to make any protest with reference to said

application should on or before March 23, 1972, file with the Federal Power Commission, in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Persons wishing to become parties to a proceeding or to participate as a party in any hearing therein must file petitions to intervene in accordance with the Commission's rules. The application is on file with the Commission and available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2623 Filed 2-22-72;8:46 am]

[Docket No. CI72-502]

WARREN PETROLEUM CO.

Notice of Application

FEBRUARY 18, 1972.

Take notice that on February 11, 1972, Warren Petroleum Co., a division of Gulf Oil Corp. (applicant), Post Office Box 1589, Tulsa, OK 74102, filed in Docket No. CI72-502 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce to El Paso Natural Gas Co. at applicant's Eunice Gas Processing Plant in Lea County, N. Mex., all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant states that its contract provides for a base rate of 30 cents per Mcf at 14.65 p.s.i.a., subject to upward and downward B.t.u. adjustment. Estimated upward B.t.u. adjustment is 1.17 cents per Mcf. Applicant states further that it is willing to accept a certificate conditioned to a rate of 27 cents per Mcf, subject to upward and downward B.t.u. adjustment.

Applicant states that it commenced the subject sale January 1, 1972, within the contemplation of § 157.29 of the regulations under the Natural Gas Act (18 CFR 157.29).

It appears reasonable and consistent with the public interest in this case to prescribe a period shorter than 15 days for the filing of protests and petitions to intervene. Therefore, any person desiring to be heard or to make any protests with reference to said application should on or before February 29, 1972, file with the Federal Power Commission, Washington, D.C. 24026, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a peti-

tion to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-2695 Filed 2-22-72;8:49 am]

SECURITIES AND EXCHANGE COMMISSION

[70-5150]

DELMARVA POWER & LIGHT CO.

Proposed Amendment of Certificate of Incorporation To Eliminate Preemptive Rights of Holders of Common Stock and Solicitation of Proxies

FEBRUARY 16, 1972.

Notice is hereby given that Delmarva Power & Light Co. (Delmarva), 600 Market Street, Wilmington, DE 19899, a registered holding company and a public utility company, has filed a declaration with this Commission pursuant to the Public Utility Holding Company Act of 1935 (Act), designating sections 6(a), 7, and 12(e) of the Act and Rule 62 promulgated thereunder as applicable to the proposed transactions. All interested persons are referred to the declaration, which is summarized below, for a complete statement of the proposed transactions.

Delmarva, by vote of its common stockholders at the annual meeting of stockholders to be held on April 18, 1972, proposes to amend its certificate of incorporation to eliminate the preemptive rights of holders of shares of common stock upon issuance and sale of common stock for cash pursuant to (a) a public offering, or (b) an offering to or through underwriters, security dealers, or brokers who shall have agreed to make a public offering promptly thereof. The minimum preemptive rights subscription period permitted is 15 days. It is represented that the proposed amendment is to provide Delmarva greater flexibility in the timing of its financings and to decrease the cost thereof.

A favorable vote by the holders of at least a majority of the outstanding 11,180,405 shares of common stock is required for passage of the proposal. Delmarva proposes to solicit proxies from holders of the common stock.

The declaration states that no State or Federal commission, other than this Commission, has jurisdiction over the proposed transactions, and that no fees or commissions are to be paid in connection therewith.

Notice is further given that any interested person may, not later than March 6, 1972, request in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request, and the issues of fact or law raised by said declaration which he desires to controvert; or he may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request should be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon the declarant at the above-stated address, and proof of service (by affidavit or, in case of an attorney at law, by certificate) should be filed with the request. At any time after said date, the declaration, as filed or as it may be amended, may be permitted to become effective as provided in Rule 23 of the general rules and regulations promulgated under the Act, or the Commission may grant exemption from such rules as provided in Rules 20(a) and 100 thereof or take such other action as it may deem appropriate. 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, by the Division of Corporate Regulation, pursuant to delegated authority.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.72-2657 Filed 2-22-72;8:48 am]

[812-3094]

**EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES AND SEPARATE
ACCOUNT C OF EQUITABLE
LIFE ASSURANCE SOCIETY OF THE
UNITED STATES**

Notice of Application for Exemption

FEBRUARY 15, 1972.

Notice is hereby given that the Equitable Life Assurance Society of the United States (Equitable), 1285 Avenue of the Americas, New York, NY 10019, a mutual life insurance company organized under the laws of the State of New York, and Separate Account C of the Equitable Life Assurance Society of the United States (Separate Account C) (herein collectively called "Applicants") have

filed an application pursuant to section 6(c) of the Investment Company Act of 1940 (the "Act") for an order of exemption to the extent noted below from the provisions of section 27(c)(2) of the Act. Equitable established Separate Account C on March 20, 1969, pursuant to the provisions of section 227 of the New York Insurance Law to afford a medium for equity investments for certain variable annuity contracts issued and administered by Equitable.

Variable annuity contracts which are purchased by a single payment and provide monthly annuity payments commencing 1 month from the date of purchase are currently being offered by the Applicants. In addition to these contracts, the Applicants propose to offer deferred variable annuity contracts (the "Contracts") under which payments may be made to Equitable annually or more frequently until the Contract retirement date, the date the Contract is surrendered for its cash value, or the annuitant's death, whichever first occurs. The Contracts may be deemed to be "periodic payment plans" and payments thereunder (other than for any disability provision) are subject to deductions for sales and administrative expenses, a collection charge and any applicable State premium tax. After such deductions, the net payment is invested in Separate Account C. At the Contract retirement date, if the annuitant is then living and another form of benefit has not been elected, the cash value of the Contract will be applied to provide a variable annuity funded through Separate Account C and payable monthly until the death of the annuitant or the end of 10 years, whichever is later. The assets of Separate Account C will, at most times, be invested primarily in common stocks. Interests in the Account are subject to the usual risks inherent in the ownership of a diversified portfolio of securities, the value of which varies up or down depending upon investment performance. Consequently, the cash value of the Contracts and the amount of any monthly variable annuity payments under the Contracts, will fluctuate in accordance with the investment performance of Separate Account C.

Section 27(c)(2) prohibits a registered investment company or a depositor or underwriter for such company from selling periodic payment plan certificates unless the proceeds of all payments, other than the sales load, are deposited with a bank as trustee or custodian and held under an indenture or agreement containing, in substance, the provisions required by section 26(a)(2) and (3) for trust indentures of a unit investment trust.

Applicants represent that the dangers against which sections 27(c)(2) and 26(a) are directed are not present here in view of the manner in which the Contracts will be administered. In addition, Equitable is subject to extensive supervision and regulation of the New York Insurance Department which conducts comprehensive periodic examinations of all aspects of Equitable's business, in-

cluding the handling of policyholder's funds. Under the New York law, Equitable cannot abandon its obligations to contract owners or annuitants until they have been fully discharged. In this connection, although the terms of the Contracts will legally insulate the reserves and other contract liabilities with respect to Separate Account C from liabilities arising out of any other business Equitable may conduct, Equitable's considerable assets will be available to protect against any loss in the event of any misfeasance or mishandling of payments. Furthermore, Equitable maintains a general blanket bond of \$1 million under which each of its officers, employees and commission agents is covered. The bond has a \$50,000 deductible clause which in effect makes Equitable a self-insurer for the first \$50,000 of any loss.

In the foregoing circumstances, it is submitted that compliance with the requirements of section 27(c)(2) is not necessary for the protection of investors and, therefore, the Applicants request that an exemption from section 27(c)(2) be granted.

Applicants have consented to the requested exemption being subject to the following conditions: (1) That the charges to variable annuity contract owners for administrative services shall not exceed such reasonable amounts as the Commission shall prescribe, jurisdiction being reserved for such purpose; and (2) that the payment of sums and charges out of the assets in Separate Account C shall not be deemed to be exempted from regulation by the Commission by reason of this order; *Provided*, That the Applicants' consent to this condition shall not be deemed to be a concession to the Commission of authority to regulate the payment of sums and charges out of the assets in Separate Account C other than charges for administrative services, and Applicants reserve the right, in any proceeding before the Commission or in any suit or action in any court, to assert that the Commission has no authority to regulate the payment of such other sums and charges.

Section 6(c) authorizes the Commission to exempt any person, security, or transaction, or any class or classes of persons, securities, or transactions, from the provisions of the Act and rules promulgated thereunder if and to the extent that such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

Notice is hereby given that any interested person may, not later than March 8, 1972, at 5:30 p.m., submit to the Commission in writing a request for a hearing or the matter accompanied by a statement as to the nature of his interest, the reason for such request and the issues of fact or law proposed to be controverted, or he may request that he be notified if the Commission shall order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C.

20549. A copy of such request shall be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon Applicants 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] RONALD F. HUNT,
Secretary.

[FR Doc.72-2658 Filed 2-22-72;8:48 am]

[File No. 500-1]

MERIDIAN FAST FOOD SERVICES, INC.

Order Suspending Trading

FEBRUARY 15, 1972.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, \$0.01 par value, of Meridian Fast Food Services, Inc., being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors;

It is ordered, Pursuant to section 15(c) (5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period from February 16, 1972, through February 25, 1972.

By the Commission.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.72-2659 Filed 2-22-72;8:48 am]

DEPARTMENT OF AGRICULTURE

Agricultural Stabilization and Conservation Service

[Amdt. 3]

ASSOCIATE ADMINISTRATOR ET AL.

Organization, Functions, and Delegations of Authority

The notice published in the FEDERAL REGISTER on December 30, 1970 (35 F.R. 19798, as amended by 36 F.R. 6907 and 37 F.R. 624), is amended by revising Part V-B, to read as follows:

V. Delegations of authority.

A. Administrator. * * *

B. *Members of the Administrator's immediate staff.* Subject to any restrictions on redelegations of his authority, the Administrator hereby delegates to the Associate Administrator authority to act for him in his absence or inability to act, including the exercise of all powers and authorities which he himself holds; to the Deputy Administrator, State and County Operations, and to the Deputy Administrator, Commodity Operations, authority to establish and interpret program policies with respect to their assigned functions and responsibilities; to the Deputy Administrator, Management, authority to establish and interpret management policies; and to the Deputy Administrator, State and County Operations, the Deputy Administrator, Commodity Operations, and the Deputy Administrator, Management, authority to establish and interpret operations policies, institute activities and operations, execute documents, issue instructions and orders, and perform any other actions necessary to the performance of their assigned functions and responsibilities, as currently or hereafter assigned to them. Except when redelegation is specifically prohibited, this authority includes the power of redelegation. In the absence of the Administrator and the Associate Administrator, the Deputy Administrators shall serve as Acting Administrator in the following order of precedence: Deputy Administrator, State and County Operations; Deputy Administrator, Commodity Operations; Deputy Administrator, Management. In the absence of the Administrator, Associate Administrator, and all Deputy Administrators, the Executive Assistant to the Administrator shall serve as Acting Administrator.

Effective date: Upon publication in the FEDERAL REGISTER (2-23-72).

Done at Washington, D.C., this 15th day of February 1972.

CARROLL G. BRUNTHAVER,
Acting Administrator, Agricultural Stabilization and Conservation Service.

[FR Doc.72-2644 Filed 2-22-72;8:47 am]

Consumer and Marketing Service

[Marketing Agreement 146]

PEANUTS; 1971 CROP

Incoming Quality Regulation

Pursuant to the provisions of sections 31 and 34 of the marketing agreement regulating the quality of domestically produced peanuts heretofore entered into between the Secretary of Agriculture and various handlers of peanuts (30 F.R. 9402) and upon recommendation of the Peanut Administrative Committee established pursuant to such agreement and other information it is hereby found that the amendment hereinafter set forth to the Incoming Quality Regulation (36 F.R. 12632) will tend to effectuate the ob-

jectives of the Agricultural Marketing Agreement Act of 1937, as amended, and of such agreement.

Amendment of the Incoming Quality Regulation is necessary to allow any handler whose operations may include custom seed shelling, to receive, custom shell, and deliver for seed purposes farmers stock peanuts and such peanuts shall be exempt from the Incoming Quality Regulation requirements and therefore shall not be required to be inspected and certified as meeting the Incoming Quality Regulation requirements.

Therefore, the last two sentences of paragraph (e) of the Incoming Quality Regulations (36 F.R. 12632) are revised to read as follows:

"A handler whose operations may include custom seed shelling, may receive, custom shell, and deliver for seed purposes farmers stock peanuts and such peanuts shall be exempt from the Incoming Quality Regulation requirements and therefore shall not be required to be inspected and certified as meeting the Incoming Quality Regulation requirements and the handler shall report to the Committee as requested the weight of each lot of farmers stock peanuts received on such basis on a form furnished by the Committee. However, handlers who may acquire seed peanut residuals from their custom seed shelling operation or from another seed sheller or producer who has or has not signed the marketing agreement shall hold and/or mill such residuals separate and apart from other receipts or acquisitions of the handler and such residuals shall be disposed of by sale to the Commodity Credit Corporation, by sale for oil stock or by crushing."

The Peanut Administrative Committee has recommended that this amendment be issued as soon as possible so as to implement and effectuate the provisions of the marketing agreement dealing with Incoming Quality Regulations. Marketing of the 1971 peanut crop is underway and handlers who operate as custom seed shellers are preparing to custom shell farmers stock peanuts that are to be used for seed purposes, and such incoming quality regulations for actual operations under the agreement should therefore be modified and made effective as soon as possible, i.e., on the effective date specified herein. Handlers of peanuts who will be affected by such amendment have signed the marketing agreement authorizing the issuance of such regulations, they are represented on the Committee which recommended such amendment, this action relieves restrictions, and time does not permit prior notice of the proposed amendment to such handlers.

The foregoing amendment of the Incoming Quality Regulations is hereby approved, issued and is to become effective this 17th day of February 1972.

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

[FR Doc.72-2642 Filed 2-22-72;8:47 am]

REVISED LIST OF WAREHOUSES AND WAREHOUSEMEN LICENSED UNDER THE U.S. WAREHOUSE ACT

Pursuant to section 26 of the United States Warehouse Act (7 U.S.C. 266), notice is hereby given as follows: As of December 31, 1971, the following warehouses and warehousemen were licensed and bonded under the United States Warehouse Act. This list of warehouses and warehousemen licensed and bonded under the United States Warehouse Act (7 U.S.C. 241 et seq.) supersedes the list published in the FEDERAL REGISTER of March 26, 1971 (36 F.R. 5715).

Cotton

A. For the storage of cotton:

ALABAMA

Town, Warehouse, and Warehouseman

Atmore; Farmers and Merchants Warehouse; Dan A. Currie, Jack A. Currie and J. Floyd Currie, copartners trading as Atmore Milling and Elevator Company.
Attalla; North Alabama Warehouse; North Alabama Warehouse Company.
Birmingham; Gulf Atlantic Warehouse; Gulf Atlantic Warehouse Co.
Centre; Floyd County Bonded Warehouse; Floyd County Bonded Warehouse, Inc.
Decatur; State Bonded Warehouse; State Bonded Warehouse & Storage Company.
Decatur; Union Compress Warehouse; Union Service Industries, Inc.
Geraldine; Geraldine Warehouse; Geraldine Warehouse and Storage Company, Inc.
Greenbrier; Elliott Bonded Warehouse; J. D. Elliott and George R. Elliott, copartners trading as J. D. Elliott and Son.
Haleyville; Haleyville Cotton Warehouse; Haleyville Mill and Gin Company.
Huntsville; Huntsville Warehouse; Huntsville Warehouse Company.
Huntsville; Madison Bonded Warehouse; Madison Bonded Warehouse, Inc.
Huntsville; Planters Warehouse; Planters Warehouse and Storage Company.
McCullough; McCullough Bonded Warehouse; Frank P. Currie.
Mobile; Alabama State Docks Bonded Warehouse; Alabama State Docks Department.
Montgomery; Gulf Atlantic Warehouse; Gulf Atlantic Warehouse Co.
Panola; Panola Bonded Warehouse; E. A. Parker, and Merle Walker Parker and W. O. Parker, Jr., Executrix and Executor of the Trust Estate of W. O. Parker, Deceased, Trading as Panola Bonded Warehouse.
Scottsboro; Gladish Bonded Warehouse; W. L. Gladish, Jr.
Selma; Dallas Bonded Warehouse; Dallas Compress Company.
Selma; Selma Compress Warehouse; Selma Compress Company.
Sylacauga; Sylacauga Bonded Warehouse; Parker Fertilizer Company, Incorporated.

ARIZONA

Phoenix; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Picacho; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Yuma; Federal Compress Warehouse; Federal Compress & Warehouse Company.

ARKANSAS

Arkadelphia; Golden Cotton Warehouse; Benton Taylor.

Batesville; Batesville Compress Warehouse; Southern Warehouse Co.
Blytheville; Blytheville Compress Warehouse; Blytheville Compress Company.
Blytheville; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Bradley; Bradley Bonded Warehouse; Bradley Warehouse, Inc.
Brinkley; Southern Compress Warehouse; Southern Compress Company.
Clarendon; Clarendon Warehouse; Southern Compress Company.
Cotton Plant; Cotton Plant Warehouse; Cotton Plant Warehouse Company.
Dardanelle; Dardanelle Compress Warehouse; Planters Compress Company.
Dell; Dell Compress Warehouse; Dell Compress Company of Dell, Arkansas.
Dumas; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Earle; Federal Compress Warehouse; Federal Compress & Warehouse Company.
England; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Eudora; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Evadale (P.O. Wilson); Wilson Compress Warehouse; Memphis Compress & Storage Company.
Forrest City; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Fort Smith; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Helena; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Helena; Helena Compress Warehouse; Helena Compress Company.
Hope; Union Compress Warehouse; Union Service Industries, Inc.
Hughes; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Jonesboro; Jonesboro Compress Company's Warehouse; B. C. Land Company.
Leachville; Arkansas Compress Warehouse; Arkansas Compress Company, Inc.
Lepanto; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Lonoke; Lonoke Bonded Warehouse; Southern Compress Company.
Marianna; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Marked Tree; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Marked Tree; Rittco Cotton Warehouse; Rittco Cotton, A Division of E. Ritter & Company.
Marvell; Federal Compress Warehouse; Federal Compress & Warehouse Company.
McCrary; Federal Compress Warehouse; Federal Compress & Warehouse Company.
McGehee; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Newport; Federal Compress Warehouse; Federal Compress & Warehouse Co.
North Little Rock; Federal Compress Warehouse; Federal Compress & Warehouse Company.
North Little Rock; Southern Compress Warehouse; Southern Warehouse Co.
Osceola; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Pine Bluff; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Portland; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Sparkman; P. H. Taylor Cotton Warehouse; Benton Taylor.
Trumann; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Walnut Ridge; Federal Compress Warehouse; Federal Compress & Warehouse Company.
West Memphis; Federal Compress Warehouse; Federal Compress & Warehouse Company.
West Memphis; Planters Compress Warehouse; Planters Compress Company, Inc.
Wynne; Federal Compress Warehouse; Federal Compress & Warehouse Company.

CALIFORNIA

Bakersfield; San Joaquin Compress and Warehouse Company; Arizona Compress and Warehouse Company d.b.a. San Joaquin Compress and Warehouse Company.
Fresno; Allen Warehouse; Allen Warehouse Company of California.
Fresno; Fresno Warehouse; Bayside Warehouse Company (California Compress Division).

GEORGIA

Albany; Albany Warehouse; Albany Warehouse Company.
Arlington; Ward's Bonded Warehouse; Mrs. Carol Clements Ward.
Atlanta; Gulf Atlantic Warehouse; Gulf Atlantic Warehouse Co.
Augusta; S. M. Whitney Warehouse; S. M. Whitney Company, Incorporated.
Augusta; Georgia-Carolina Warehouse; Georgia-Carolina Warehouse & Compress Company.
Bartow; Bryant's Bonded Warehouse; Bryant's Incorporated.
Blakely; Farmers Warehouse; The Maddox Corporation.
Brooklet; Farmers' Bonded Warehouse; Farmers Bonded Warehouse, Inc.
Camilla; Camilla Cotton Oil Company Bonded Warehouse; Camilla Cotton Oil Company.
Camilla; Walker Gin Bonded Warehouse; Walkers, Inc.
Carrollton; Martin Bonded Warehouse; J. E. Martin & Son, Inc.
Cochran; Cochran Bonded Warehouse; William Carlton Lawson.
Columbus; W. C. Bradley Co. Warehouse; W. C. Bradley Co.
Cordele; Nesbitt Bonded Warehouse; Nesbitt Bonded Warehouse, Inc.
Cordele; McCay Bonded Warehouse; McCay Gin and Warehouse Company, Inc.
Cuthbert; Walker & Daniel Bonded Warehouse; N. M. Walker and G. W. Daniel, copartners, trading as Walker & Daniel.
Davisboro; Taylor Bonded Warehouse; Taylor Bonded Warehouse, Inc.
Dawson; Dawson Compress Bonded Warehouse; Dawson Compress and Storage Company.
Dawson; Terrell County Bonded Warehouse; Stevens Industries, Inc.
DeSoto; DeSoto Bonded Warehouse; DeSoto Gin and Peanut Co.
Dublin; Lovett and Brinson Bonded Warehouse; Lovett and Brinson, Incorporated.
Dudley; Farmers Warehouse; Mrs. Effie B. Chappell, Roy James Chappell and, John Warthen Chappell, Executors of the Last Will and Testament of Warthen T. Chappell, deceased, and The First National Bank and Trust Company in Macon, and Gladys Combs Hogan, as Executors of the Last Will and Testament of Rubert L. Hogan deceased, partners, d.b.a. Chappell and Hogan.
Fitzgerald; Ben Hill Bonded Warehouse; Fitzgerald Oil & Fertilizer Company.
Fitzgerald; Planters Warehouse and Loan Company's Warehouse; Planters Warehouse and Loan Company.
Gay; Gay Bonded Warehouse; Arthur G. Estes, Jr.
Hawkinsville; Hawkinsville Bonded Warehouse; L. H. Blount.
Kingston; Kingston Bonded Warehouse; J. W. Martin.
Leslie; Sumter-Lee Warehouse; Leslie Peanut & Gin Co., Inc.
Louisville; Planters Bonded Warehouse; Hardeman Seed Co., Inc.
Lyons; Stanley and Pughsley Bonded Warehouse; Stanley & Pughsley Gin and Warehouse Company, Incorporated.
Madison; Farmers Trading Company Bonded Warehouse; Farmers Trading Company, Madison, Georgia.

Madison; Godfrey Bonded Warehouse; Godfrey's Warehouse, Inc.

McDonough; The Planters Warehouse; The Planters Warehouse and Lumber Company.

Meigs; Meigs Bonded Warehouse; B & J Company, Inc.

Metter; Farmers Union Warehouse; Farmers Union Warehouse of Metter.

Midville; Midville Bonded Warehouse; Midville Cotton Warehouse Company.

Millen; Millen Warehouse; The Millen Warehouse Company, Inc.

Monroe; Launius Bonded Warehouse; J. William Dickinson and Dan M. Briscoe, copartners, trading as Launius Bonded Warehouse Co.

Moutrie; Taylor's Bonded Cotton Warehouse; Floyd M. Taylor, Jr., T. Elkin Taylor and Anna T. Brewer, copartners, trading as Taylor Gin and Warehouse.

Ocilla; Murray Bonded Warehouse; Guy Murray.

Parrott; W. M. Dunn's Warehouse; W. G. Dunn.

Pitts; Shell's Bonded Warehouse; A. C. Shell, Jr.

Plains; Carter's Bonded Warehouse; James Earl Carter, Jr., William A. Carter, II and Lillian G. Carter, d.b.a. Carter's Warehouse.

Portal; Planters Bonded Warehouse; Planters Cotton Warehouse Company.

Rome; Georgia and Alabama Warehouse; Georgia and Alabama Warehouse Company.

Rome; Floyd County Bonded Warehouse; Floyd County Bonded Warehouse, Inc.

Rome; Rome Warehouse; Ledbetter Trucks, Inc.

Rutledge; Hollis Bonded Warehouse; J. W. Hollis.

Sandersville; Tarbutton Bonded Warehouse; Ben J. Tarbutton, Jr. and Hugh M. Tarbutton, Trading as Tarbutton Bonded Warehouse.

Senola; Daniel's Bonded Warehouse; Arthur G. Estes, Jr.

Senola; The Brick Bonded Warehouse; Paul R. McKnight, Sr. and Paul R. McKnight, Jr., copartners, trading as P. R. McKnight & Son.

Social Circle; Social Circle Bonded Warehouse; Duval and Co.

Social Circle; Malcom's Bonded Warehouse; B. A. Malcom.

Soperton; Waller's Bonded Warehouse; J. Treutlien Waller.

Statesboro; Planters Cotton Warehouse; Renfrow Cotton Company, Inc.

Statesboro; Farmers Union Warehouse; Smith Trading Co.

Sylvania; Farmers Bonded Warehouse; David W. Reed d.b.a. David W. Reed Company.

Sylvania; Sylvania Bonded Warehouse; Screven Oil Mill.

Sylvester; Houston Bonded Warehouse; Houston Gin & Warehouse Co.

Tennille; Planters Bonded Warehouse; W. B. Smith.

Tennille; Tennille Bonded Warehouse; Washington Ginning Company.

Twin City; Twin City Bonded Warehouse; Twin City Gin Company.

Vienna; J. A. Whitehead & Co. Bonded Warehouse; J. A. Whitehead.

Warrenton; Johnson Cotton Warehouse; W. D. Johnson, an individual, trading as Johnson Cotton Warehouse.

Waynesboro; Planters Warehouse; Planters Warehouse Company of Waynesboro.

Waynesboro; Neely Bonded Cotton Warehouse; Neely Bonded Cotton Warehouse, Inc.

Waynesboro; Burke County Bonded Warehouse; Burke County Gin & Fertilizer Company.

Winder; Smith Bonded Warehouse; Smith Bonded Warehouse, Inc.

Wrightsville; Union Warehouse; J. F. Jordan.

Wrightsville; Lovett's Bonded Warehouse; Lovett & Company, Incorporated.

Wrightsville; Rowland's Bonded Warehouse; Rowland's Gin and Bonded Warehouse of Wrightsville, Georgia, Inc.

Youth; Byrd Bonded Warehouse; J. T. Byrd.

LOUISIANA

Alexandria; American Compress Warehouse; Frost-Whited Company, Inc.

Bernice; Lindsey Bonded Warehouse; James D. Lindsey, Mrs. Rosalind Lindsey Albritton, et al., copartners, trading as Lindsey Bonded Warehouse Company.

Delhi; Union Compress Warehouse; Union Service Industries, Inc.

Ferriday; Union Compress Warehouse; Union Service Industries, Inc.

Haynesville; Haynesville Cotton Warehouse; Haynesville Cotton Warehouse Company, Incorporated.

Lake Providence; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Lake Providence; Hollybrook Warehouse; Hollybrook Warehouse, Inc.

Mansfield; Mansfield Bonded Warehouse; Aileen D. Morgan.

Mer Rouge; Louisiana Cotton Warehouses; Louisiana Cotton Warehouses Company, Inc.

Monroe; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Natchitoches; American Compress Warehouse; Frost-Whited Company, Inc.

New Orleans; Shippers Compress Warehouse; Meta Davis Atkinson, Clifford Atkinson, Jr., and Eugene Atkinson, Jr., trading as Atkinson & Company.

Oak Grove; Union Compress Warehouse; Union Service Industries, Inc.

Opelousas; American Compress Warehouse; Frost-Whited Company, Inc.

Rayville; Union Compress Warehouse; Union Service Industries, Inc.

Shreveport; American Compress Warehouse; Frost-Whited Company, Inc.

Talulaha; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Winnsboro; Union Compress Warehouse; Union Service Industries, Inc.

MISSISSIPPI

Aberdeen; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Batesville; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Belzoni; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Booneville; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Brookhaven; Brookhaven Compress Warehouse; MFC Services (A.A.L.).

Canton; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Carthage; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Clarksdale; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Clarksdale; North Delta Compress Warehouse; North Delta Compress & Warehouse Co.

Cleveland; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Columbia; Columbia Compress Warehouse; Hattiesburg Compress Company.

Columbus; Columbus Compress Warehouse; Columbus Compress & Warehouse Company.

Como; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Corinth; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Drew; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Drew; National Compress Warehouse; MFC Services (A.A.L.).

Flora (Kearney Park); Flora Compress Warehouse; Flora Compress and Warehouse Company, Inc.

Greenville; Delta Cooperative Compress Warehouse; Delta Cooperative Compress.

Greenville; Greenville Compress Warehouse; Greenville Compress Company.

Greenville; Paxton Bonded Warehouse; Paxton Bonded Warehouse, Inc.

Greenwood; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Greenwood; Staplservice Compress Warehouse; Staple Cotton Services Association (A.A.L.).

Grenada; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Gulfport; Mississippi Gulfport Warehouses; Mississippi-Gulfport Compress & Warehouses, Inc.

Hattiesburg; Hattiesburg Compress Warehouse; Hattiesburg Compress Company.

Hollandale; Deer Creek Compress Warehouse; Deer Creek Compress Company.

Holly Springs; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Houston; Houston Compress Warehouse; Houston Compress Co., Inc.

Indianola; Sunflower Compress Warehouse; The Sunflower Compress Company.

Inverness; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Itta Bena; Itta Bena Cooperative Warehouse; Itta Bena Cooperative Compress Company.

Jackson; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Kosciusko; United Warehouse; United Warehouses, Inc.

Leland; Leland Compress Warehouse; Leland Compress Company.

Macon; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Magnolia; Magnolia Compress Warehouse; Hattiesburg Compress Company.

Marks; Federal Compress Warehouse; Federal Compress & Warehouse Company.

New Albany; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Okolona; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Philadelphia; The Philadelphia Compress Warehouse; Compress of Union.

Pontotoc; Pontotoc Compress Warehouse; Pontotoc Warehouse Company.

Prentiss; Prentiss Bonded Warehouse; MFC Services (A.A.L.).

Quitman; Quitman Bonded Warehouse; Daniel Marston Bonney.

Ripley; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Rolling Fork; Rolling Fork Compress Warehouse; Deer Creek Compress Company.

Rosedale; Union Compress Warehouse; Union Service Industries, Inc.

Ruleville; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Shaw; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Shelby; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Shuqualak; Shuqualak Bonded Warehouse; A. T. Evans, Executor of the Estate of Harrison Evans.

Sledge; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Summit; Federal Champion Cotton Warehouse; Federal Champion Cotton Warehouse, Incorporated.

Tunica; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Tupelo; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Tutwiler; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Union; Union Bonded Warehouse; Compress of Union.

Vicksburg; Union Compress Warehouse; Union Service Industries, Inc.

Yazoo City; Federal Compress Warehouse; Federal Compress & Warehouse Company.

MISSOURI

Arbyrd; Arbyrd Compress Warehouse; John G. Hoyt, Jr.
Caruthersville; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Charleston; National Compress Warehouse; National Compress & Warehouse Company.
Gideon; Gideon Compress Warehouse; Regenoid & Earls Company.
Hayti; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Kennett; Dunklin County Compress Warehouse; Dunklin County Compress and Warehouse Company.
Lilbourn; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Malden; Dunklin County Compress Warehouse; Dunklin County Compress and Warehouse Company.
Portageville; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Sikeston; Federal Compress Warehouse; Federal Compress & Warehouse Company.

NEW MEXICO

Artesia; Artesia Compress Warehouse; Alma Sanders Francis, Leslie Paul Francis, William Kavanaugh Francis and Christine Francis Jones, copartners, trading as Artesia Compress Company.

NORTH CAROLINA

Battleboro; Braswell Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Charlotte; Charlotte Bonded Warehouse; Charlotte Bonded Warehouse Company.
Charlotte; Standard Warehouse; Standard Warehouse, Inc.
Charlotte; Gulf Atlantic Warehouse; Gulf Atlantic Warehouse Co.
Charlotte; Merchants Bonded Warehouse; Merchants Bonded Warehouse Company.
Charlotte; Standard Bonded Warehouse; Standard Bonded Warehouse Company.
Cherryville; Gaston Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Clinton; Sampson Cotton Storage Warehouse; Warehouse Superintendent of the State of North Carolina.
Conway; Conway Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Dunn; General Utility Company's Warehouse; Warehouse Superintendent of the State of North Carolina.
Durham; Central Carolina Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Edenton; Edenton Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Elizabeth City; Elizabeth City Bonded Warehouse; Robinson Manufacturing Company.
Enfield; Enfield Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Fayetteville; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Gastonia; Avon Bonded Warehouse; Avon Bonded Warehouse, Incorporated.
Gastonia; Peoples Bonded Warehouse; Peoples Bonded Warehouse, Incorporated.
Gastonia; Broad Street Bonded Warehouse; Broad Street Bonded Warehouse, Inc.
Gastonia; Central Bonded Warehouse Division of Bayside Warehouse Company; Bayside Warehouse Company.
Gibson; Gibson Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Henderson; Greenway Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

Jackson; Northampton Warehouse; Warehouse Superintendent of the State of North Carolina.
Laurinburg; Laurinburg Cotton Warehouse; Warehouse Superintendent of the State of North Carolina.
Laurinburg; Dickson Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Lewiston; Lewiston Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Lincolnton; Lincoln Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Lumberton; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Mooresville; Iredell Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Morven; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Murfreesboro; Revelle Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Nashville; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Newton; Newton Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Parkton; Parkton Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Pembroke; Pembroke Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Raefford; Hoke Cotton Warehouse and Storage Company's Warehouse; Warehouse Superintendent of the State of North Carolina.
Rich Square; Rich Square Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Roanoke Rapids; Farmers Warehouse of Roanoke Rapids; Warehouse Superintendent of the State of North Carolina.
Roanoke Rapids; Rosemary Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Rowland; Barrow Warehouse; Warehouse Superintendent of the State of North Carolina.
Salisbury; Salisbury Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Scotland Neck; Edwards Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Scotland Neck; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Seaboard; Seaboard Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Shelby; Planters and Merchants Warehouse; Planters and Merchants Warehouse Company.
Shelby; Shelby Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Smithfield; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Statesville; Statesville Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
St. Pauls; McColl Cotton Warehouses; Warehouse Superintendent of the State of North Carolina.
Tarboro; Edgecombe Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Wagram; Farmers Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

Wake Forest; Wake Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Washington; Beaufort County Warehouse; Warehouse Superintendent of the State of North Carolina.
Weldon; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina.
Williamston; Martin Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Wilson; Wilson Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.
Woodland; Woodland Cooperative Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

SOUTH CAROLINA

Anderson; The Standard Warehouse; Standard Corporation.
Bennettsville; Marlboro Warehouses; Marlboro Warehouse Company.
Bishopville; Cotton Growers Warehouses; Cotton Growers Warehouses, Inc.
Bishopville; Farmers Bonded Warehouse; Wiley B. King.
Bishopville; King and Jordan Bonded Warehouse; W. Brent King and B. P. Jordan, copartners trading as King and Jordan Bonded Warehouse.
Branchville; Judy-Moore Bonded Warehouse; Judy-Moore Warehouse, Inc.
Clio; Clio Bonded Warehouse; B. H. Martin.
Columbia; Palmetto Compress Warehouse; Palmetto Compress and Warehouse Company.
Columbia; The Standard Warehouse; Standard Corporation.
Denmark; Denmark Bonded Warehouse; J. W. Williamson, Jr., H. M. Williamson, J. A. Williamson and J. S. Williamson, copartners trading as J. W. Williamson Co.
Edgefield; Hart Bonded Warehouse; John Rainsford, Jr.
Greenville; Black Hawk Warehouse; The Black Hawk Corporation.
Greenville; Gulf Atlantic Warehouse; Gulf Atlantic Warehouse Co.
Greenville; Commodity Warehouse; Commodity Warehouse Company, Inc.
Greenville; Industrial Storage Corporation Warehouse; Industrial Storage Corporation.
Greenwood; Textile Bonded Storage; Textile Bonded Storage, Inc.
Manning; United Bonded Warehouse; United Bonded Warehouse, Inc.
Newberry; Farmers Bonded Warehouse; Evelyn M. Brooks, d.b.a. Farmers Bonded Warehouse.
Newberry; The Standard Warehouse; Standard Corporation.
Norway; Norway Bonded Warehouse; J. W. Williamson, Jr., H. M. Williamson, J. A. Williamson and J. S. Williamson, copartners trading as J. W. Williamson Co.
Orangeburg; The Standard Warehouse; Standard Corporation.
Spartanburg; Spartanburg Bonded Warehouses; Spartanburg Bonded Warehouses, Incorporated.
St. Matthews; Buyck Cotton Warehouse; Buyck Cotton Company, Inc.
Summerton; Sumter Bonded Warehouse No. 2; Sumter Storage Company, Incorporated.
Sumter; Rowland Warehouse; Rowland Warehouse Company.
Turbeville; East Clarendon Bonded Warehouse; East Clarendon Storage Company.
Union; Union Bonded Warehouse; H. B. Richardson, Jr.

TENNESSEE

Brownsville; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Chattanooga; The Cotton Warehouse; Alford Warehouse & Storage Co., Inc.

Covington; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Dyersburg; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Five Points; Hammond Bonded Warehouse; Laura Mae Hammond.

Henderson; Henderson Compress Warehouse; Henderson Compress Company, Inc.
Jackson; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Kingsport; Borden Warehouse; The Black Hawk Corporation.

Lawrenceburg; Gladish Bonded Warehouse; Martha E. Gladish.
Lawrenceburg; Augustin Bonded Warehouse; J. B. Augustin.

Memphis; Gulf Atlantic Warehouse (Tri-State Plant); Gulf Atlantic Warehouse Co.
Memphis; Memphis Compress Warehouse; Memphis Compress & Storage Company.

Memphis; Memphis Compress Warehouse (Dunavant Plant); Memphis Compress & Storage Company.

Memphis; Federal Compress Warehouse (Bodley Avenue Plant); Federal Compress & Warehouse Company.

Memphis; Federal Compress Warehouse (South Memphis Plant); Federal Compress & Warehouse Company.

Memphis; Federal Compress Warehouse (Riverside Plant); Federal Compress & Warehouse Company.

Milan; Milan Compress Warehouse; Milan Compress Company.

Ripley; Federal Compress Warehouse; Federal Compress & Warehouse Company.
Tiptonville; Federal Compress Warehouse; Federal Compress & Warehouse Company.

TEXAS

Abilene; Abilene Cotton Warehouse; National-Western Compress & Warehouse Co.

Ballinger; Ballinger Compress Warehouse; Ballinger Compress & Warehouse Co.

Brownsville; Gulfside Warehouse; Bayside Warehouse Company.

Brownwood; Brownwood Compress Warehouse; Brownwood Compress & Warehouse Co.

Bryan; Bryan Compress Warehouse; Hearne Cotton Compress Company, Inc.

Cameron; Cameron Compress Warehouse; Central Texas Compress Company.

Corsicana; Corsicana Compress Warehouse; Exporters & Traders Compress & Warehouse Company.

Ennis; Ennis Compress & Warehouse Co.'s Warehouse; Ennis Compress & Warehouse Co.

Fort Stockton; Comanche Warehouse; Comanche Warehouse, Inc.

Hamlin; Hamlin Compress Warehouse; Hamlin Farmers Compress Co.

Hearne; Hearne Cotton Warehouse; Hearne Cotton Compress Company, Inc.

Hillsboro; Exporters & Traders Compress & Warehouse Company's Warehouse; Exporters & Traders Compress & Warehouse Company.

Houston; Ship Channel Compress Warehouse; Petty Terminal Corporation.

Hubbard; Hubbard Compress Warehouse; Exporters & Traders Compress & Warehouse Company.

Knox City; Knox City Cotton Warehouse; Farmers Compress Company.

Marlin; Exporters & Traders Compress & Warehouse Company's Warehouse; Exporters & Traders Compress & Warehouse Company.

Mexia; Mexia Cotton Warehouse; Exporters & Traders Compress & Warehouse Company.

Rosebud; Rosebud Cotton Warehouse; Central Texas Compress Company.

Rule; Rule Compress Warehouse; Farmers Compress Company.

San Angelo; Angelo Compress Warehouse; Ballinger Compress & Warehouse Co.

Snyder; Snyder Cotton Warehouse; National-Western Compress & Warehouse Company.

Sweetwater; Sweetwater Compress Warehouse; National-Western Compress & Warehouse Co.

Temple; Temple Compress Warehouse; Temple Compress Warehouse Co.

Texarkana; Federal Compress Warehouse; Federal Compress & Warehouse Company.

Waco; Exporters & Traders Compress & Warehouse Company's Warehouse; Exporters & Traders Compress & Warehouse Company.

Waxahachie; Waxahachie Compress Warehouse; Waxahachie Compress Warehouse Co.

VIRGINIA

Brodnax; Dugger and Dugger Cotton Storage; Richmond H. Dugger, Jr., trading as Dugger and Dugger Cotton Storage.

Grain

B. For the storage of grain:

ALABAMA

Town, Warehouse, and Warehouseman

Decatur; AFC Grain Elevator; AFC Marketing Service, Inc.

Decatur; Conagra Elevator; Conagra, Inc. Guntersville; Guntersville Plant; Allied Mills, Inc.

Guntersville; Cargill Guntersville Elevator; Cargill, Incorporated.

ARKANSAS

Altheimer; Altheimer Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

Augusta; Lockhart-Thompson Elevator; Murray L. Lockhart, d.b.a. Murray L. Lockhart Warehouse Co.

Blytheville; Farmers Grain Elevator; Farmers Soybean Corporation.

Bradford; White County Grain Warehouse; Riceland Foods, Inc.

Brinkley; Brinkley Warehouse; Riviana Foods, Inc.

Carlisle; Carlisle Warehouse; Riviana Foods, Inc.

Corning; Corning Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Dardanelle; Keenan Grain Elevator; Robert Keenan, d.b.a. Keenan Grain Elevator.

Delaplaine; Delaplaine Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

Des Arc; Des Arc Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

DeWitt; C & L Rice Mill Warehouse; C & L Rice Mill, Inc.

DeWitt; Farmers Coop. Elevator; The Farmers Co-operative Elevator Company.

DeWitt; Pioneer DeWitt Elevator; Pioneer Food Industries, Inc.

DeWitt; Growers Elevator; Growers Elevators, Inc.

DeWitt; Rollison Seed Company Elevator; O. G. Rollison and Robert C. Rollison copartners, trading as Rollison Seed Company.

DeWitt; Troy Mitchell Elevator; Troy Mitchell, d.b.a. Troy Mitchell Elevator.

Dumas; Dumas Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Earle; Thomason Enterprises Warehouse; T. E. Thomason, Jr., trading as Thomason Enterprises.

Elaine; Elaine Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

England; Federal Drier; Federal Drier and Storage Company.

Eudora; Eudora Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

Eudora; Pioneer Eudora Elevator; Pioneer Food Industries, Inc.

Evadale (P.O. Wilson); Delta Products Warehouse; Delta Products Company.

Fair Oaks; Fair Oaks Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Gibson Switch (P.O. Jonesboro); Craighead Rice Milling Company's Warehouse; Grain Company.

Gillett; Gillett Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

Hazen; Hazen Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Hazen; Bogard Seed Company Elevator; Bogard Seed Company.

Helena; Helena Cotton Oil Company's Warehouse; Helena Cotton Oil Company.

Helena; Helena Grain Warehouse; Riceland Foods, Inc.

Helena; Targa Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Hickory Ridge; Hickory Ridge Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Holly Grove; Holly Grove Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

Indiana Switch (P.O. DeWitt); Dixie Dryer Elevator; Pioneer Food Industries, Inc.

Jonesboro; Jonesboro Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Jonesboro; Kiech Elevator; Earl C. Kiech Elevator Company.

Lonoke; Lonoke Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Marianna; Lee County Grain Warehouse; Riceland Foods, Inc.

Marked Tree; St. Francis Valley Grain Warehouse; St. Francis Valley Seed Company.

Marvell; Marvell Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

McGehee; McGehee Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Mellwood; Mellwood Grain Warehouse; The Arkansas Rice Growers Cooperative Association.

Morrilton; Stallings Brothers Elevator; Joe H. Stallings and Alan E. Stallings, copartners trading as Stallings Brothers Feed Mills.

Needham (P.O. Jonesboro); Kiech-Crafton Elevator; Kiech-Crafton Elevator Company.

North Little Rock; Bogard Seed Company Elevator; Bogard Seed Company.

Osceola; Osceola Products Warehouse; Osceola Products Company.

Parkin; East Arkansas Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Patterson; MAC Warehouse Company; G. L. Morris, trading as MAC Warehouse Company.

Penjur (P.O. Hughes); Hughes Granary Elevator; Hughes Grain Corporation.

Pine Bluff; Pioneer Pine Bluff Elevator; Pioneer Food Industries, Inc.

Proctor; Craft Elevator; Robert Craft & Son, Inc.

Rector; Graves Elevator; Graves Enterprises, Inc.

Stuttgart; Acme Warehouse; Riviana Foods, Inc.

Stuttgart; Bogard Elevator; Bogard Grain and Seed Company, Inc.

Stuttgart; Stuttgart Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Stuttgart; Stuttgart Grain Warehouse, Riceland Foods, Inc.

Stuttgart; Hartz Elevators; Jacob Hartz Seed Co., Inc.

Stuttgart; Producers Warehouse; Producers Rice Mill, Inc.

Tichnor; Tichnor Drier; Tichnor Drier and Storage, Inc.

Tuckerman; Tuckerman Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Van Buren; Van Buren Soybean Processing Plant; Farmland Industries, Inc.

Waldenburg; Waldenburg Warehouse; Riviana Foods Inc.

Weiner; Weiner Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Wheatley; Wheatley Rice Warehouse; The Arkansas Rice Growers Cooperative Association.

Wilmot; Pioneer Wilmot Elevator; Pioneer Food Industries, Inc.

Wynne; Gibbs & Harris Rice Drier; Gibbs & Harris Rice Drier, Inc.

CALIFORNIA

Berenda; Valley Grain Drier Warehouse; Valley Grain Drier, Inc.

Colton; Producers Elevator; Producers Grain Corporation.

East Los Angeles; Pillsbury-Globe Elevator; The Pillsbury Company.

French Camp; Continental Elevator; Continental Grain Company.

Lemoore; Continental Elevator; Continental Grain Company.

Long Beach; Koppel Bulk Terminal; Koppel Bulk Terminal.

Saco Siding (P.O. Bakersfield); Continental Elevator; Continental Grain Company.

San Francisco; Port of San Francisco Grain Terminal; Stockton Elevators.

Stockton; Stockton Elevators; Stockton Elevators.

West Sacramento; Port of West Sacramento Grain Terminal; Cargill of California, Inc.

Williams; De Pue Warehouse; De Pue Warehouse Company.

Willows; Willows Rice Drier & Storage Company Warehouse; Pacific International Rice Mills, Inc.

Woodland; Sunset Rice Dryer Warehouse; Pacific International Rice Mills, Inc.

COLORADO

Akron; Farmers Elevator; The Yuma Farmers Milling-Mercantile Co-operative Company of Yuma, Colorado.

Amherst; Farmers Elevator; Amherst Co-operative Elevator, Inc.

Bristol; Bristol Elevator; South Eastern Colorado Coop.

Burlington; Equity Elevator; Equity Co-operative Exchange.

Burlington; Mueller Grain Co.; Iron Mueller, Inc.

Byers; Farmers Marketing Elevator; Farmers Marketing Association.

Campo; Stafford Elevator; Van Stafford.

Denver; Cargill Denver Elevator; Cargill, Incorporated.

Denver; Far-Mar-Co Denver Elevator; Far-Mar-Co, Inc.

Dove Creek; Dove Creek Bean & Elevator Co. Warehouse; Dove Creek Bean & Elevator Co.

Dove Creek; Romer Warehouse; David L. Corlett and Jean R. Corlett, copartners trading as Romer Mercantile and Grain Co.

Flagler; Flagler Equity Elevator; The Flagler Equity Co-operative Company.

Greeley; Eisenman Grain Elevator; Eisenman Chemical Co.

Holly; Southeastern Colorado Co-op Elevator; South Eastern Colorado Coop.

Holyoke; Holyoke Cooperative Elevator; Holyoke Cooperative Association.

Hyde (P.O. Otis); Farmers Elevator; The Yuma Farmers Milling-Mercantile Co-operative Co. of Yuma, Colorado.

Lamar; Southeastern Colorado Co-op Elevator; South Eastern Colorado Coop.

Otis; Washington County Grain Company, Division Elevator; Rickel, Inc.

Peets; Farmers Co-op. Elevators; The Peetz Farmers Co-operative Company.

Roggen; Roggen Farmer's Elevator; Roggen Farmer's Elevator Association.

Seibert; Co-op Elevator; The Seibert Equity Co-operative Association.

Stratton; Co-op Elevator; The Stratton Equity Cooperative Company.

Vilas; Vilas Elevator; Vilas Grain Company.

Watkins; Watkins Elevator; Watkins Elevator, Inc.

Wray; Farmers Union Elevator; The Farmers Union Cooperative Elevator Company. *Yuma*; Farmers Elevator; The Yuma Farmers Milling-Mercantile Co-operative Company of Yuma, Colorado.

DELAWARE

Seaford; Cargill Seaford Elevator; Cargill, Incorporated.

FLORIDA

Live Oak; Gold Kist Grain Elevator; Gold Kist, Inc.

GEORGIA

Gainesville; Cargill Gainesville Elevator; Cargill, Incorporated.

IDAHO

American Falls; Power County Grain Growers Warehouse; Power County Grain Growers, Inc.

Bancroft; Grain Growers Warehouse; Bancroft Grain Growers, Inc.

Cottonwood; Lewiston Grain Growers Warehouse; Lewiston Grain Growers, Inc.

Craigmont; Lewiston Grain Growers Warehouse; Lewiston Grain Growers, Inc.

Downey; Grain Growers Warehouse; Farmers Grain Cooperative.

Drummond; Grain Growers Warehouse; Farmers Grain Cooperative.

Fairfield; Grain Growers Warehouse; Camas Prairie Grain Growers, Inc.

Grace; Grain Growers Warehouse; Farmers Grain Cooperative.

Grangeville; Union Warehouse & Supply Company's Warehouse; Union Warehouse & Supply Co.

Greer; Nezperce Rochdale Warehouse; Nezperce Rochdale Company.

Jerome; Marshall Warehouse; Marshall Warehouses, Inc.

Kendrick; Lewiston Grain Growers Warehouse; Lewiston Grain Growers, Inc.

Kennedy Ford; Latah County Grain Growers Warehouse; Latah County Grain Growers, Inc.

Lamont; Grain Growers Warehouse; Farmers Grain Cooperative.

Lewiston; Lewiston Grain Growers Warehouse; Lewiston Grain Growers, Inc.

McCammon; Grain Growers Warehouse; Farmers Grain Cooperative.

Malad; Grain Growers Warehouse; Oneida County Grain Growers, Inc.

Michaud; Power County Grain Growers Warehouse; Power County Grain Growers, Inc.

Moreland; Shields of Blackfoot Warehouse; Shields of Blackfoot, Inc.

Moscow; Dumas Seed Company, Warehouse; Dumas Seed Company.

Moscow; Latah County Grain Growers Warehouse; Latah County Grain Growers, Inc.

Nezperce; Nezperce Rochdale Warehouse; Nezperce Rochdale Company.

Nezperce; Nezperce Storage Co.; Nezperce Storage Co.

Ririe; Grain Growers Warehouse; Ririe Grain and Feed Cooperative, Inc.

Soda Springs; Soda Springs Elevator; Soda Springs Elevator, Inc.

Soda Springs; Grain Growers Warehouse; Farmers Grain Cooperative.

Talmage; Grain Growers Warehouse; Farmers Grain Cooperative.

Tetonia; Grain Growers Warehouse; Farmers Grain Cooperative.

Weston; Grain Growers Warehouse; Farmers Grain Cooperative.

Worley; Rockford Grain Growers Warehouse; Rockford Grain Growers, Inc.

ILLINOIS

Adrian; Adrian Elevator; Hancock Grain Company.

Albany; Bunge Corporation Albany Grain Terminal; Bunge Corporation.

Alhambra; Alhambra & Marine Elevators; Madison Service Company.

Alton; Terminal Operations; Peavey Company.

Alvin; Alvin Elevator; Jack Conard, trading as Conard Grain Company.

Amboy; Amboy Elevators; Lee FS Inc.

Anchor; Anchor Elevator; Anchor Grain Company.

Andres (P.O. Peotone); Andres Elevator; Andres & Wilton Farmers Grain & Supply Co.

Armington; Hittle Elevator; Atkinson Grain & Fertilizer, Inc.

Ashland; Ashland Elevator; Ashland Farmers Elevator Co.

Ashton; M. L. Ewing Grain Co.; M. L. Ewing, trading as M. L. Ewing Grain Co.

Assumption; Assumption Elevators; Assumption Cooperative Grain Company.

Atkinson; Atkinson Elevator; Atkinson Grain & Fertilizer, Inc.

Atlanta; Atlanta Elevator; F. L. Douglas & Co.

Atwood; Atwood Elevator; Atwood Grain and Supply Co.

Auburn; W. E. Shutt Elevator; Girard Elevator, Inc.

Barr Station (P.O. Athens); Amac Barr Elevator; Amac, Inc.

Bartonville; Allied Mills Peoria Elevator; Allied Mills, Inc.

Beardstown; Farmers Terminal Elevator; Farmers Terminal Grain Co.

Bellflower; Bellflower Elevator; Foosland Grain Co.

Bement; Farmers Elevator; Bement Grain Company.

Bethany; The Bethany Grain Company, Elevator; The Bethany Grain Company.

Bismarck; Bismarck Grain Co. Elevator; Bismarck Grain Co., Inc.

Blandinsville; King Feed Company Elevator; King Feed Company.

Bloomington; Hasenwinkle Elevator; Hasenwinkle Grain Co.

Bondville; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Bourbon; Ullrich Grain Co. Elevator; Harvey C. Ullrich, trading as Ullrich Grain Co.

Bradford; Bradford and Lombardville Elevators; Elmer D. Baer, trading as Bradford Bonded Grain Warehouse Co.

Brocton; Brocton Elevator; Agre Grain Company.

Broughton; L. S. Harper Grain Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Bushnell; Bushnell O. K. Elevator; O. K. Grain Company.

Cairo; Mikco Grain Co. Elevator; Bunge Corporation trading as Mikco Grain Co.

Camargo; Villa Grove Farmers Elevator; Villa Grove Farmers Elevator Company.

Campus; Hamilton Elevator; Hamilton Elevator Company.

Carthage; Hancock Pellets Elevator; Hancock Pellets, Inc.

Cayuga (R.R. No. 3, Pontiac); Cayuga Elevator; Jacobson Grain Co.

Centerville Township; Cargill E. St. Louis Elevator "R"; Cargill Incorporated.

Chebanse; Hansen Bros. Grain Elevator; Arthur L. Hansen, Orval Hansen, Louie V. Hansen, Vincent Hansen, Laverne Hansen, and Virgil Hansen, Copartners, trading as Clifton Grain Co. at Clifton, Illinois, and Hansen Bros. Grain Elevator at Chebanse, Illinois.

- Chestnut*; Chestnut Elevator; The Farmers Grain Company of Chestnut.
- Chicago*; Calumet Elevators; Dixie Portland Flour Mills, Inc.
- Chicago*; The Cargill Elevator; Cargill, Incorporated.
- Chicago*; Continental Elevator C; Continental Grain Company.
- Chicago*; Continental Elevators; Continental Grain Company.
- Chicago*; Garvey Elevator; Garvey Grain, Inc.
- Chicago*; Garvey Rock Island Elevator; Garvey Grain, Inc.
- Chicago*; Belt Elevator; Carey Grain Corporation.
- Chicago*; Gateway Elevator; Indiana Farm Bureau Cooperative Association, Inc.
- Chicago*; Santa Fe Elevator; Garvey Grain, Inc.
- Chrisman*; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
- Cisco*; Cisco Grain Elevator; Cisco Co-operative Grain Co.
- Clifton*; Clifton Grain Elevator; Arthur L. Hansen, Orval Hansen, Louie V. Hansen, Vincent Hansen, Laverne Hansen, and Virgil Hansen, copartners, trading as Clifton Grain Co. at Clifton, Illinois, and Hansen Bros. Grain Elevator at Chebanse, Illinois.
- Compton*; Torri Grain Company Elevator; A. J. Torri, Joseph A. Torri, and Q. J. Torri, copartners, trading as Torri Grain Company.
- Creve Coeur*; Illinois Grain Corporation. Creve Coeur Elevator; Illinois Grain Corporation.
- Cruger (R.R. 1, Eureka)*; Farmers Elevators; Farmers Grain Cooperative of Eureka.
- Culver Station (P.O. Athens)*; Culver Elevator; Culver-Fancy Prairie Cooperative Co.
- Dalton City*; Farmers Co-op Grain Co. Elevator; Farmers Co-operative Grain Company of Dalton City.
- Danville*; Lauhoff Elevator; Lauhoff Grain Company.
- Darrow (P.O. Sheldon)*; Darrow Elevator; Darrow Farmers Co-operative Grain Company.
- Deer Grove (R.R. No. 1)*; Hahnman Station Elevator; Hahnman Elevator, Inc.
- DeLand*; DeLand Farmer's Elevators; DeLand Farmer's Cooperative Grain Company.
- Delavan*; Delavan Elevator; Delavan Co-operative Elevator Co.
- De Soto*; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
- Dewey*; Dewey Elevator; Fisher Farmers Grain and Coal Company.
- Dorans (P.O. Mattoon)*; Dorans Elevator; Farmers Grain Company of Dorans.
- Downs*; Hasenwinkle Elevator; Hasenwinkle Grain Co.
- Dwight*; Jacobson Elevator; John E. Jacobson, trading as John Jacobson Grain.
- Dwight Township (P.O. Dwight)*; Jacobson Terminal; Jacobson Seaway Grain Terminal Company.
- Earville*; Earville Farmers' Co-operative Elevator; Earville Farmers' Co-operative Elevator Company.
- East Hannibal (P.O. Hannibal, Missouri)*; Bunge Corporation East Hannibal Grain Terminal; Bunge Corporation.
- East Peoria*; East Peoria Elevator; Tabor & Co.; Tabor & Co.
- East St. Louis*; Continental Elevator; Continental Grain Company.
- East St. Louis*; National Oats Elevator; National Oats Company, Inc.
- Edinburg*; Rink & Scheib Elevator; Rink & Scheib, Inc.
- Edwardsville*; Edwardsville Elevator; Madison Service Company.
- Edwardsville*; Dippold Elevator; H. B. Stubbs, trading as Dippold Bros.
- Efingham*; Efingham Equity Elevator; Efingham Equity.
- Eldorado*; W. J. Meyer Elevator—Eldorado; B. C. Christopher & Company, A Limited Partnership. General partners are Hearne, Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
- Elliott*; Elliott Farmers Grain Company Elevator; Elliott Farmers Grain Company.
- El Paso*; El Paso Elevator; El Paso Grain & Equipment Inc.
- Emery (P.O. Maroa)*; Emery Elevator; Dewein Grain Company.
- Emington*; Emington O. K. Elevator; O. K. Grain Company.
- Enright (R.R. 1, El Paso)*; Enright Elevator; El Paso Grain & Equipment Inc.
- Erie*; Erie Elevator; Whiteside FS, Inc.
- Esmond*; Esmond Elevator; Farmers' Grain Company of Esmond.
- Fairbury*; Farmers Grain Elevator; Farmers Grain Co. of Fairbury.
- Fancy Prairie*; Fancy Prairie Elevator; Culver-Fancy Prairie Cooperative Co.
- Farmer City*; Mitsui Elevator; Pacific Grain Co.
- Fisher*; Fisher Elevator; Fisher Farmers Grain and Coal Company.
- Fithian*; Fithian Elevator; Kenneth W. Stotler, Howard A. Stotler and Ronald B. Izard, Copartners trading as Fithian Grain Company.
- Foosland*; Foosland Elevator; Foosland Grain Co.
- Franklin Grove*; Herbst Grain Co. Elevator; Herbst Grain Company.
- Galva*; Galva Elevator; Galva Co-operative Grain and Supply Company.
- Georgetown*; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William J. Evans, Jr., Donald F. George and Edward A. Connelly.
- Gibson City*; Farmers Elevator; The Farmers Grain Co. of Gibson City.
- Gilman*; Continental Elevator; Continental Grain Company.
- Girard*; Girard Elevator; Girard Elevator, Inc.
- Gladstone*; Gulfport River Terminal & Gladstone Warehouses; Gladstone Grain Co.
- Grant Park*; Grant Park Elevator; Grant Park Co-operative Grain Co.
- Gridley*; Gridley Elevator; Garvey Grain, Inc.
- Griggsville*; Pike King Elevator; Pike King Feed Company.
- Hammond*; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
- Hampshire*; Hampshire Elevator; Gerstenberg and Tucker, Inc.
- Hardin*; Hardin Elevator; Jersey County Grain Company.
- Harmon*; Albrecht Elevator; Albrecht Grain Company.
- Harpster (P.O. Foosland)*; Harpster Elevator; Harpster Grain Co.
- Henkel (P.O. Mendota)*; Henkel Grain Co.; Henkel Grain Co., Inc.
- Heyworth*; Hasenwinkle Elevator; Hasenwinkle Grain Co.
- Homer*; Homer Elevators; Homer Grain Company.
- Honegger (P.O. Fairbury)*; Fairbury Elevator; Honeggers' & Co., Inc.
- Hudson*; Hudson Elevator; Hudson Grain Company.
- Illioopolis*; Mansfield-Ford Illioopolis Elevator; Mansfield-Ford Grain Company.
- Illioopolis*; Illioopolis Grain Co. Elevator; Illioopolis Grain Co.
- Iroquois*; Iroquois Farmers Elevator; Iroquois Farmers Elevator.
- Ivesdale*; Ivesdale Elevator; Ivesdale Co-op Grain Company.
- Jamaica (R.R. 1, Fairmount)*; Farmers Elevator; Farmers Elevator Company of Jamaica, Illinois.
- Jerseyville*; Jerseyville Elevators; Jersey County Grain Company.
- Kane*; Kane Elevator; Jersey County Grain Company.
- Kaneville*; Kaneville Elevator; Kaneville Grain and Supply Company.
- Kankakee*; Kankakee Elevator; A. L. Book, trading as A. L. Book & Co.
- Kansas*; Rardin Elevator; Rardin Grain Company.
- Kenney*; Kenney Elevator; F. L. Douglas & Co.
- Kerrick (R.F.D. 1 Normal)*; Kerrick Elevator; Kerrick Grain, Inc.
- Ladd*; Ladd Elevator; The Ladd Elevator Company.
- Lanesville*; Mansfield-Ford Lanesville Elevator; Mansfield-Ford Grain Company.
- Leroy*; Hasenwinkle Elevator; Hasenwinkle Grain Co.
- Leverett (R.R. 4 Champaign)*; Leverett Elevator; Lewis P. Burtis, Kenneth W. Stotler, each individually, and Sue Stotler and Kenneth W. Stotler as trustees of the Estate of Howard A. Stotler, copartners, trading as Leverett Grain Company.
- Lexington*; Kemp Elevator; Kemp Grain Co.
- Lisbon Center (P.O. Newark)*; Lisbon Center Elevator; Farmers Cooperative Grain & Supply Co. of Lisbon Center.
- Loami*; Loami Elevator; Loami Grain Company, Inc.
- Lostant*; Tabor Elevator; Tabor & Co.
- Ludlow*; Ludlow Elevators; Ludlow Co-operative Elevator Company.
- Macon*; Macon Elevator; Macon Grain Company.
- Mahomet*; James F. Parker Co. Elevator; James F. Parker Co.
- Mansfield*; Mansfield Grain Co.; Chester Kirk, trading as Mansfield Grain Co.
- Manteno*; Farmers Elevator; Farmers Elevator Company of Manteno.
- Marengo*; Central Grain Co. Elevator; Central Grain Co.
- Maroa*; Maroa Farmers Coop. Elevator; Maroa Farmers Cooperative Elevator Company.
- Mason City*; Tabor & Co. Mason City Elevator; Tabor & Co.
- McNabb*; McNabb Elevator; McNabb Grain Company.
- McNulta (P.O. Foosland)*; McNulta Elevator; Foosland Grain Co.
- Meadows*; Meadows Elevator; Meadows Co-operative Company.
- Mechanicsburg*; Mechanicsburg Elevator; Mechanicsburg Farmers Grain Co.
- Mendota*; Fasco Elevator; Fasco Mills Company.
- Meriden (P.O. Mendota)*; Meriden Elevator; Henkel Grain Co., Inc.
- Metcalf*; Metcalf Elevator; Agre Grain Company.
- Milmine*; Milmine Farmers Elevator; Milmine Grain Company.

Minier; Minier Cooperative Elevator; Minier Cooperative Grain Company.

Minooka; Minooka Elevator; The Minooka Grain, Lumber and Supply Company.

Monticello; Monticello Elevator; Monticello Grain Company.

Mulkeytown; Southern Grain Co.; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Murphysboro; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Myra Station (R.R. 3, Urbana); B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Mt. Auburn; Tabor & Co. Mt. Auburn Elevator; Tabor & Co.

Mt. Carroll; Johnston Feed Service; Johnston Feed Service, Inc.

Mt. Vernon; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Newman; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Niantic; Niantic Farmers Elevators; Niantic Farmers Grain Company.

Oakland; Miller Grain Co. Elevator; Miller Grain Co.

Ogden; Ogden Grain Co. Elevator; E. Z. Spread Fertilizer Company, trading as Ogden Grain Company.

Old Shawneetown (R.R. 1, Shawneetown); Bunge Corporation Shawneetown Grain Terminal; Bunge Corporation.

Olive Branch; B. C. Christopher & Company Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Omaha; W. J. Meyer Elevator—Omaha; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Orleans (R.R. 1, Alexander); Orleans Farmers Elevators; Farmers Terminal Grain Co. *Paris*; Adams Elevator; Agre Grain Company.

Paris; Paris Elevator; Illinois Cereal Mills, Inc.

Parnell (R.R. 2, Farmer City); Walsh Grain Elevator; Walsh Grain Elevator, Inc. *Peoria*; Riverside Elevator; Riverside Elevator Co.

Perdueville (P.O. Paxton); Perdueville Elevator; Ludlow Cooperative Elevator Company.

Pesotum; Pesotum Elevator; Janet Horton Boyer, Fred G. Boyer and Mary Martha Messmore copartners trading as Pesotum Grain Company.

Petersburg; Amac Petersburg Elevator; Amac, Inc.

Pittsfield; King Elevator; M. D. King Milling Company.

Pittswood (R.R. No. 4 Watscka); Gillespie Grain Co.; Clyde W. Gillespie, trading as Gillespie Grain Co.

Polo; Olsen Elevator; Axel Olsen, Jr. and Edward Olsen, copartners, trading as Olsen's Elevator and Feeds.

Pontiac; Pontiac Elevator; Jacobson Grain Co.

Poplar Grove; McLay Elevator; McLay Grain Company.

Redmon; English Elevator; Edward English, trading as English Grain Company.

Ridge Farm; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Roberts; Hicks Grain Terminals; Hicks Grain Terminals, Inc.

Rochelle (R.R. 1); Maplehurst Farms Elevator; L. D. Carmichael, trading as Maplehurst Farms.

Rowe (R.R. No. 3, Pontiac); Rowe-Cornell Elevator; Jacobson Grain Co.

Sadorus; Sadorus Co-op Elevators; Sadorus Co-operative Elevator Co.

St. Jacob; St. Jacob Elevator; Toberman Grain Company.

Saunemin; Saunemin O. K. Elevator; O. K. Grain Company.

Serena; Serena Elevator; La Salle County Farm Supply Company.

Shawneetown; T. Y. Williams Grain & Seed Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Sheldon; Sheldon Elevator; The Early and Daniel Company.

Shipman; Shipman Elevator; Shipman Elevator Company.

Sibley; Sibley Grain Company Elevator; The Sibley Grain Company.

Sibley; Sibley Complete Feed & Grain Service Elevator; The Sibley Farms Service Corporation.

Sidell; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Smithshire; Twomey Company; Twomey Company.

South Beloit; Elevator B; Beloit Grain Company.

State Line; State Line Elevator; State Line Elevator, Inc.

Sterling; Sterling-Galt Elevators; White-side FS, Inc.

Steward; Steward Elevators; Lee FS Inc.

Stillman Valley; Griffith Lumber Co. Stillman Valley Elevator; Stanwood C. Griffith, trading as Griffith Lumber Co.

Stockland; Stockland Elevator; Stockland Grain Company, Inc.

Stonington; Stonington Cooperative Grain Company Elevator; Stonington Cooperative Grain Company.

Strawn; Strawn Warehouses; Honeggers' & Co. Inc.

Sullivan; Sullivan Elevator; Sullivan Grain Company.

Symerton (P.O. Wilmington); Symerton Elevator; Will-DuPage Service Company.

Taylorville; Allied Mills Taylorville Elevator; Allied Mills, Inc.

Taylorville; Wayne Feed Supply Co. Elevator; Allied Mills, Inc.

Thomasville (P.O. Farmersville); Thomasville Elevator; Girard Elevator, Inc.

Tolono, R.R. 2; Apex Terminal Warehouses; Apex Terminal Warehouses Inc.

Tolono; Tolono Elevator; Savoy Grain Company.

Tomlinson (P.O. Rantoul); B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Trenton; Trenton Farmers Elevator; Trenton Cooperative Equity Exchange.

Union (P.O. Emden); Union Elevator; F. L. Douglas & Co.

Ursa; Ursa Elevator; Ursa Farmers Co-operative Company.

Villa Grove; Villa Grove Farmers Elevators; Villa Grove Farmers Elevator Company.

Voorhies (R.R. 1, Bemenet); Voorhies Elevator; Voorhies Cooperative Grain Company.

Waggoner; Waggoner Elevator; Girard Elevator, Inc.

Walton (R.R. 4, Dixon); Walton Elevator; Walton Elevator Company.

Wapella; Hasenwinkle Elevator; Hasenwinkle Grain Co.

Warsaw; Warsaw Elevator; Hancock Grain Company.

Watkins (P.O. Farmer City); Watkins, Elevator; Weedman Grain and Coal Company.

Weedman (R.R. 1, Farmer City); Weedman Elevator; Weedman Grain and Coal Company.

Weldon; Weldon Grain Co. Elevator; Weldon Co-operative Grain Company.

Wenona; Tabor & Co.—Wenona; Tabor & Co.

West Brooklyn; West Brooklyn Elevator; West Brooklyn Farmers Co-operative Co.

White Heath; B. C. Christopher & Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Wilton (P.O. Manhattan); Wilton Elevator; Andres & Wilton Farmers Grain & Supply Co.

Windsor; Neal-Cooper Grain Co. Elevator; Neal-Cooper Grain Co.

Winnebago; W. T. Berg Elevator; Beloit Grain Company.

Woodford (P.O. Minooka); Woodford Elevator; Garvey Grain, Inc.

Wyand; Wyand Elevator; Carl Lavern Barker, trading as Barker Milling and Grain Co.

INDIANA

Amboy; Amboy Elevator; Amboy Grain Co., Inc.

Brookston; Brookston Elevators; Donald G. Brouillette, trading as Brookston Grain Co.

Burlington; Star Elevator; Star Roller Mills Corporation.

Burnettsville; Burnettsville Elevator; Allison, Steinhart & Zook, Inc.

Camden; Camden Elevator; Allison, Steinhart & Zook, Inc.

Camden (R.R. No. 1); Triangle Feeds, Inc. Elevator; Triangle Feeds, Inc.

Carlisle; Sprinkle Elevator; Ralph Sprinkle trading as Sprinkle Elevator.

¹ In Illinois and Indiana.

Dunn (R.R. No. 2 Fowler); Dunn Grain Elevator; Dunn Grain Elevators, Inc.

East Chicago (Indiana Harbor); The New York Central Elevator; Farmers Grain Dealers Association of Iowa (Cooperative).

Edinburg (R.R. No. 1); Durham Road Elevator; Community Grain, Inc.

Emporia (R.R. 1, Markleville); Emporia Elevator; Edwin O. Pasko and Elmer G. Pasko, copartners trading as Emporia Elevator Company.

Falmouth; Falmouth Elevator; Falmouth Farm Supply, Inc.

Flora; Flora Elevator; Allison, Steinhart & Zook, Inc.

Fowler (R.R. 1); Lochiel Elevator; Lochiel Elevator Co., Inc.

Franklin; R.R. 2; Norton Grain Elevator; Crystal Springs Grain Corporation.

Free (R.R. 2, Fowler); Free Grain Elevator; Watland Farms, Inc., trading as Free Grain Company.

Graham Siding (R.D. No. 1, Washington); Graham Elevator; Graham Brothers, Inc.

Hedrick; Hedrick Elevator; Jack Conard, trading as Conard Grain Company.

Indianapolis; Acme-Evans Elevator; General Grain, Inc.

Indianapolis; Beech Grove Elevator; The Early and Daniel Company.

Kirklin; Moore-Costlow Elevator; Moore-Costlow, Inc.

Kokomo; Kokomo Elevator; Kokomo Grain and Feed Co., Inc.

Ligonier; Lyon & Greenleaf Elevator; Lyon and Greenleaf Company, Incorporated.

Lyons; Sprinkle Elevator; Ralph Sprinkle, trading as Sprinkle Elevator.

Manilla; Manilla Grain Co. Elevator; Manilla Grain Co., Inc.

Marshfield; Marshfield Elevator; Jack Conard, trading as Conard Grain Company.

Morristown; Morristown Elevator; Morristown Elevator Co., Inc.

Mount Ayr; Grow Elevator; Grow Farms Grain Corporation.

New Market; Layne & Myers Elevator; Priscilla Opal Layne, Leland Eugene Layne, David L. Myers, and Lorinda Jane Myers, Copartners, trading as Layne & Myers Grain Co.

Noblesville; Noblesville Elevator; Hamilton County Farm Bureau Co-Operative Association, Inc.

Peru; Canal Elevator; Allison, Steinhart & Zook, Inc.

Pinola (R.R. #1 La Porte); Pinola Elevator; Pinola Elevator Co., Inc.

Portland; Haynes Soy Elevator; Haynes Milling Co., Inc.

Raub; Raub Elevator; Raub Grain, Inc.

Reynolds; Pillsbury Reynolds Elevator; The Pillsbury Company.

Schneider; Indiana Grain Exporters; Midwest Land and Cattle Corporation.

Shideler (R.R. 1, Eaton); Shideler Grain Co. Elevator; Fritz G. Schnepf, Jr., trading as Shideler Grain Co.

State Line; State Line Elevator; State Line Elevators, Inc.

Sullivan; Johnson Mill & Elevator; Sherell W. Johnson, Sr. and Sherell W. Johnson, Jr., copartners, trading as Johnson Feed & Supply Company.

Thorntown; Sugar Creek Elevator; Allison, Steinhart & Zook, Inc.

Vincennes; Baltic Mills, Inc. Elevator; Baltic Mills, Inc.

Iowa

Adair; Adair Elevator; Adair Feed and Grain Co.

Albert City; Farmers Elevators; Farmers Cooperative Elevator Company.

Albion; Albion Elevator; Haverhill Elevator, Inc.

Algona; Cargill Algona Elevator; Cargill, Incorporated.

Alta; Alta Cooperative Elevator; Alta Cooperative Elevator.

Alton; Farmers Cooperative Elevator; Farmers Mutual Cooperative Company.

Altoona; Farmers Elevator; Farmers Elevator Company.

Anita; Anita Elevator; Anita Feed Service, Inc.

Aurelia; Farmers Elevator; Farmers Cooperative Company.

Barnum; Barnum Elevator; Wieston Grain Company, Incorporated.

Blanchard; Farmers Coop Elevator; Farmers Cooperative Elevator Company.

Blencoe; Farmers Elevators; Blencoe Cooperative Company.

Blockton; MFA Exchange Elevator; Missouri Farmers Association, Inc.

Bondurant; Farmers Elevator "B"; Farmers Elevator Company.

Booneville; Booneville Coop.; Booneville Cooperative Elevator Co.

Boyd; Farmers Elevator; Farmers Cooperative Association.

Burlington; Burlington & Mississippi Elevator; ADM Grain Co.

California Junction (P.O. Missouri Valley); Loveland Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Carnes; Farmers Cooperative Elevator; Farmers Mutual Cooperative Company.

Carpenter; Northwood Co-op Elevator; Northwood Cooperative Elevator.

Cedar Rapids; Cargill Cedar Rapids Elevator; Cargill, Incorporated.

Cedar Rapids; Cargill Cedar Rapids East Elevator; Cargill, Incorporated.

Chariton; Chariton Feed and Grain Elevator; Chariton Feed and Grain, Inc.

Chariton; Farmers Elevator; Farmers Cooperative Association.

Cherokee; Farmers Elevator; Farmers Cooperative Company, of Cleghorn, Iowa.

Clarion; Farmers Elevators; Clarion Farmers Elevator Cooperative.

Clearfield; MFA Exchange Elevator; Missouri Farmers Association, Inc.

Cleghorn; Farmers Elevators; Farmers Cooperative Company, of Cleghorn, Iowa.

Coburg; Johnson Bros. Elevator; Johnson Bros. Mills, Inc.

Conroy; Farmers Coop Elevator; Farmers Cooperative Grain and Lumber Company.

Cooper; Milligan Elevators; Milligan Bros. Grain Co.

Council Bluffs; Scouler-Welsh Council Bluffs Elevator; Scouler-Welsh Grain Co.

Council Bluffs; Bartlett Elevator; Bartlett and Company Grain.

Council Bluffs; Cargill Council Bluffs Elevator; Cargill, Incorporated.

Council Bluffs; Pillsbury Company Elevator; The Pillsbury Company.

Council Bluffs; Omaha Elevator A; Hawkeye Elevator Company.

Creston; Farmers Coop Elevator; Farmers Cooperative Company.

Cushing; Continental Elevator; Continental Grain Company.

Dedham; Farmers Elevators; Dedham Cooperative Association.

Des Moines; F-G-D-A Des Moines Terminals; Farmers Grain Dealers Association of Iowa (Cooperative).

Des Moines; Cargill Des Moines Elevator; Cargill, Incorporated.

Dike; Farmers Cooperative Elevator; Farmers Cooperative Company.

Essex; Essex Elevator; Essex Elevator, Inc.

Everly; Farmers Elevator; Farmers Cooperative Elevator Company of Everly, Iowa.

Farragut; Farragut Elevator; Farragut Elevator Co.

Farragut; Farmers Coop Elevator; Farmers Cooperative Company.

Fontanelle; Farmers Coop Co. Elevator; Farmers Cooperative Company.

Fort Dodge; Big 4 Elevator; Land O'Lakes, Inc.

Fort Dodge; Fort Dodge Elevator; Wieston Grain Company, Incorporated.

Gilman; Farmers Coop Warehouse; Farmers Cooperative.

Gladwin; Farmers Elevator; Farmers Cooperative Company.

Granville; Granville Farmers Elevators; Farmers Cooperative Company.

Gray; Conklin Elevator; Edith Conklin, trading as Conklin Grain Co.

Greenfield; Farmers Elevator; Farmers Cooperative Company.

Greenfield; Feeders Service Warehouse; Feeders Service, Inc.

Grinnell; Farmers Exchange Elevator; Farmers Exchange Co.

Grinnell; Grinnell Feed & Grain Elevator; Farmers Exchange Co.

Hamburg; Reid Elevator; Reid Grain Co., Inc.

Harlan; Squealer Grain Elevator; Squealer Grain Company.

Hartley; Farmers Elevator; Farmers Cooperative Elevator Company of Everly, Iowa.

Haverhill; Haverhill Elevator; Haverhill Elevator, Inc.

Hawarden; Scroggs Elevator; Scroggs Feed and Grain Co.

Hinton; Farmers Elevators; Farmers Cooperative Company.

Hospers; Van Iperen Elevator; Van Iperen Feed & Grain Co.

Ireton; Farmers Elevator; Farmers Cooperative Society.

Jefferson; Milligan Elevators; Milligan Bros. Grain Co.

Jefferson; Farmers Elevator; Farmers Cooperative Association.

Jordan (P.O. Boone); Peavey Producer Service Elevator; Peavey Company.

Kingsley; Farmers Elevators; The Farmers Elevator Company.

Lamoni; Farmers Co-op Grain & Seed Elevator; Farmers Cooperative Grain & Seed Company.

Lanesboro; Farmers Elevator; Farmers Cooperative Company.

Langdon; Farmers Elevator; Farmers Cooperative Elevator Company.

Larrabee; Farmers Cooperative Elevator; Farmers Cooperative Elevator Company of Larrabee.

Laurel; Farmers Coop Warehouse; Farmers Cooperative.

Le Mars; Le Mars Elevator; Le Mars Hatchery and Feed, Incorporated.

Le Mars; Good Morning Elevators; Meis Seed & Feed Co.

Le Mars; West Le Mars Elevator; West Le Mars Feed and Grain, Inc.

Lenox; Country Boys Elevator; Robert L. Bentley and Andrew J. Eittleman, Copartners, trading as Country Boys Lumber and Concrete at Bedford and Mount Ayr, Iowa, and Country Boys Elevator and Lumber Co. at Lenox, Iowa.

Lidderdale; Farmers Elevator; Farmers Cooperative Company.

Lidderdale; Wenck Warehouse; Oliver L. Wenck, trading as Wenck Feeds.

Loveland; Loveland Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Lynnville; Tice Feed & Grain; Roger L. Tice, trading as Tice Feed & Grain.

Lytton; Lytton Elevator; Lytton Cooperative Elevator Company.

¹ In Illinois and Indiana.

Malcom; Malcom Farmers Cooperative Elevator; Malcom Farmers Cooperative Elevator.

Manson; Farmers Co-Op Elevator; Farmers Cooperative Company.

Manson; Manson Elevator; Weston Grain Company, Incorporated.

Marcus; Farmers Elevators; Farmers Cooperative Elevator.

Massena; Massena Elevator; Massena Cooperative Company.

Matlock; Farmers Elevators; Farmers Coop Elevator Association of Sheldon, Iowa.

McGregor; Mississippi River Terminal No. 2; Farmers Grain Dealers Association of Iowa (Cooperative).

McPaul (P. O. Thurman); Lincoln Grain Elevator; Lincoln Grain, Inc.

Meekers Landing (Rt. 2, Burlington); Mississippi River Terminal; Farmers Grain Dealers Association of Iowa (Cooperative).

Missouri Valley; Loveland Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr.; Donald F. George and Edward A. Connelly.

Modale; Farmers Elevators; Modale Cooperative Association.

Modale; Loveland Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Mondamin; Farmers Elevators; Farmers Co-operative Co.

Montezuma; Montezuma Feed and Grain; Montezuma Feed and Grain, Inc.

Moorhead; Moorhead Elevator; Moorhead Cooperative.

Mount Union; Mount Union Coop.; Mount Union Cooperative Elevator Co.

Muscatine; Mississippi River Terminal No. 3; Farmers Grain Dealers Association of Iowa (Cooperative).

Newburg; Farmers Coop Warehouse; Farmers Cooperative.

New Hartford; Farmers Cooperative Elevator; Farmers Cooperative Co.

New London; Farmers Coop Elevator; New London Farmers Cooperative.

Nora Springs; Nora Springs Elevator; Nora Springs Cooperative Company.

Northwood; Northwood Co-Op Elevator; Northwood Cooperative Elevator.

Oakville; Oakville Elevator; Oakville Feed & Grain, Inc.

Ocheyedan; Ocheyedan Elevator; Cooperative Elevator Association.

Odebolt; Odebolt Cooperative Elevator; Odebolt Cooperative Elevator Company.

Onawa; Farmers Coop Elevator; Farmers Cooperative Elevator Company.

Pacific Junction; Lincoln Grain Elevator; Lincoln Grain, Inc.

Palmer; Farmers Elevator; Farmers Cooperative Company.

Paullina; Paullina Farmers Elevators; Farmers Cooperative Company.

Pella; Farmers Co-operative Exchange Elevator; Farmers' Co-operative Exchange.

Peterson; Peterson Elevator; Peterson Cooperative Elevator Company.

Pierson; Farmers Elevators; Farmers Cooperative Elevator Company.

Polk City; Polk City Elevator; Polk City Grain Co.

Portsmouth; G & R Elevator; G & R Feed and Grain Co., Inc.

Primghar; Nicholson & Edwards Elevator; R. S. Nicholson, Clay Edwards and Wm. A. Edwards, copartners, trading as Nicholson & Edwards Grain Co.

Radcliffe; Farmers Cooperative Elevator; Farmers Cooperative Elevator Company.

Ralston; Farmers Elevators; Farmers Cooperative Association.

Redfield; Cargill Redfield Elevator; Cargill, Incorporated.

Red Oak; Farmers Mercantile Elevator; Farmers Mercantile Company, A Cooperative.

Remsen; Farmers Cooperative Elevator; Farmers Cooperative Company.

Remsen; Remsen Roller Mill; Remsen Roller Mill, Inc.

Riceville; Riceville Elevator; R. A. Nauman, Carl H. Smith and Keith K. Eastman, copartners, trading as Farmers Feed & Grain Company.

River Sioux; Farmers Elevator; Farmers Co-operative Co.

Rudd; Rudd Coop. Elev.; Farmers Cooperative Company.

Sexton; Cargill Sexton Elevator; Cargill, Incorporated.

Shelby; Shelby Elevator; Farmers Elevator.

Sheldon; Big 4 Elevator; Land O'Lakes, Inc.

Sheldon; Farmers Elevators; Farmers Cooperative Elevator Association of Sheldon, Iowa.

Shenandoah; Johnson Bros. Elevators; Johnson Bros. Mills, Inc.

Shenandoah; Van Buskirk Elevator; The Nishna Valley Grain Company.

Sherman (P.O. Hubbard); Farmers Cooperative Elevator; Farmers Cooperative Elevator Company.

Sibley; Farmers Elevator; Farmers Co-Op Elevator Co.

Sidney; Fremont Grain Elevator; Fremont Grain & Feed Co.

Sioux City; Bartlett Elevator; Bartlett and Company Grain.

Sioux City; Cargill Sioux City Elevator "A"; Cargill, Incorporated.

Sioux City; Elevator "B"; Harley G. Hall, trading as Hall Grain Company.

Sioux Center; Farmers Elevator; Farmers Cooperative Society.

Sioux City; Farmers Union Elevator; Farmers Union Grain Terminal Association.

Sioux City; Terminal Grain Corporation Elevator; Terminal Grain Corporation.

Sloan; Farmers Elevator; Farmers Cereal Company (Cooperative).

Spencer; Farmers Elevator; Farmers Cooperative Elevator Company.

Stuart; Stuart Elevator; Stuart Feed & Grain, Inc.

Superior; Superior Cooperative Elevator; Superior Cooperative Elevator Company.

Sutherland; Sutherland Elevator; Sutherland Farmers Cooperative Company.

Tabor; Tabor Feed Plant; Tabor Feed Plant, Inc.

Templeton; Farmers Elevator; Farmers Cooperative Company.

Ute; Ute Elevator; Occidental Petroleum Corporation.

Villisca; Villisca Elevator; Villisca Elevator, Inc.

Walnut; Continental Elevator; Continental Grain Company.

Washington; Cargill Washington Elevator; Cargill, Incorporated.

Westfield; Westfield Feed and Grain Co.; Westfield Feed and Grain Co.

Weston (P.O. Manson); Weston Elevator; Weston Grain Company, Incorporated.

Wightman (P.O. Lohrville); Wightman Elevator; Joseph B. Kavanaugh, trading as Wightman Feed and Grain.

Williams; Farmers Cooperative Elevator; Farmers Cooperative Elevator Company.

Winfield; Farmers Coop Elevator; Farmers Cooperative Company.

KANSAS

Abbyville; Abbyville Coop Elevator; The Farmers Cooperative Grain Company.

Abilene; ADM Elevator; ADM Milling Co.

Akron (P.O. Rock); Akron Elevator; Quentin F. Waples, d.b.a. The Rock Grain Co.

Alamota; Alamota Farmers Elevator; The Farmers Cooperative Elevator and Mercantile Association.

Albert; Pawnee Elevator; The Pawnee County Cooperative Association.

Amy; Amy Farmers Elevator; The Farmers Cooperative Elevator and Mercantile Association.

Andale; Farmers Elevator; The Andale Farmers Cooperative Company.

Anthony; Farmers Cooperative Elevator; Anthony Farmer's Cooperative Elevator Co.

Argonia; Danville Coop Elevator; Danville Cooperative Association.

Arkansas City; Ark City Elevator; Dixie Portland Flour Mills, Inc.

Arkansas City; New Era Mill; The New Era Milling Company.

Atchison; Lincoln Grain, Inc. Elevator; Lincoln Grain, Inc.

Atlanta; Atlanta Co-op Elevator; The Atlanta Cooperative Association.

Atwood; Equity Elevator; The Atwood Equity Co-operative Exchange.

Baileyville; Coop Elevator; The Nemaha County Co-operative Association.

Bavaria; Farmers Elevator; The Farmers Elevator Cooperative Company.

Bazine; Co-op Elevator; The Co-operative Grain & Supply Company.

Beaver; Beaver Grain Elevator; Beaver Grain Corporation, Inc.

Beeler; Beeler Coop; The Beeler Cooperative Exchange.

Bosse Sidng (P.O. Jetmore); Bosse Elevator; Bosse Grains, Inc.

Brenham (P.O. Haviland); Farmers Grain and Supply Elevator; The Farmers Grain and Supply Co. of Kiowa Co., Kans.

Brewster; Reid Elevator; Reid Grain of Brewster, Inc.

Brewster; Coop Elevator; Farmers Co-operative Association.

Bucklin; Bucklin Grain Co.; Bucklin Grain Co., Inc.

Bucklin; The Bucklin Co-op Exchange Elevator; The Bucklin Cooperative Exchange.

Bunker Hill; Bunker Hill Elevator; Ago, Inc.

Cambridge; Holt Grain Company Elevator; E. H. Holt, d.b.a. Holt Grain Company.

Carlton; Carlton Elevator; Farm Co-op Association.

Castleton; Farmers Grain Co. Castleton Elevator; The Farmers Cooperative Grain Company.

Charleston (P.O. Ingalls); Farmers Elevators; The Garden City Co-operative Equity Exchange.

Chase; Chase Co-operative Elevator; The Chase Co-operative Elevator, Mill and Mercantile Union.

Cheney; Cheney Co-op Elevator; The Cheney Co-operative Elevator Ass'n.

Cimarron; The Cimarron Co-operative Elevators; The Cimarron Co-operative Equity Exchange.

Cimarron; Irisk and Doll Elevator; Irisk & Doll Feed Services, Inc.

Clafin; Coop Elevator; The Clafin Cooperative Association.

Claudell; Kensington Coop Elevators; The Kensington Cooperative Association.

Clearwater; Clearwater Coop Elevator; Clearwater Cooperative Association.

Coffeyville; Coop Elevator; Farmland Industries, Inc.

Colby; Cooper Terminal; Cooper Grain, Inc.

Colby; Hi-Plains Co-op Elevator; The Hi-Plains Co-operative Association.

Colwich; Farmers Elevator; The Andale Farmers Cooperative Company.

Conway Springs; Conway Springs Elevator; Charles P. Garretson, trading as Garretson Grain Company.

Conway Springs; The Farmers Cooperative Grain Association Elevator; The Farmers Co-operative Grain Association.

Coolidge; Coolidge Co-op. Elevator; South Eastern Colorado Co-op.

Coolidge; Sullivan, Inc. Elevator; Sullivan, Inc.

Corning; Coop Elevator; The Nemaha County Co-operative Association.

Corwin; Farmers Co-operative Elevators; The Farmers Co-operative Business Association.

Cullison (P.O. Pratt); Farmers Grain Elevator; The Farmers Grain and Merchantile Company.

Culver; Culver Coop Elevator; Cooperative Sales and Services, Incorporated.

Danville; Danville Coop Elevator; Danville Cooperative Association.

Deerfield; Farmers Elevators; The Garden City Co-operative Equity Exchange.

Delphos; Delphos Coop Elevator; The Delphos Cooperative Association.

Dighton; Farmers Elevator; The Farmers Cooperative Elevator and Merchantile Association.

Dillon (P.O. Hope); Dillon Elevator; Farm Co-op Association.

Dillwyn (P.O. Macksville); Coop Elevator; The Dillwyn Grain and Supply Company.

Dodge City; Dodge City Terminal Elevator; The Dodge City Terminal Elevator Company.

Dodge City; Grain Products Terminal Elevator; Grain Products, Inc.

Dorrance; Dorrance Elevator; Agco, Inc.

Douglass; Douglass Grain Co. Elevator; James L. Taylor, trading as Douglass Grain Company.

Edgerton; Coop Elevator in Edgerton; The Farmers Cooperative Association.

El Dorado; Taylor Elevators; James L. Taylor and Robert D. Haaga, copartners, trading as Taylor Grain Company.

Ellsworth; Salina Terminal Elevators; The Salina Terminal Elevator Company.

Emporia; Kansas Soya Products Co. Elevator; Archer-Daniels-Midland Company.

Feterita (P.O. Hugoton); Feterita Co-op Elevator; The Farmers Co-operative Grain and Supply Company.

Florence; Coop Elevator; The Burns Farmers Co-operative Union.

Fowler; Fowler Equity Elevator "B"; The Fowler Equity Exchange.

Fredonia; ADM Elevator; Archer-Daniels-Midland Company.

Galva; Galva Grain Elevator; Western Grain, Inc.

Garden City; Farmer's Elevators; The Garden City Co-operative Equity Exchange.

Garden City; Lawrence Warehouse No. 8; Lawrence Systems, Inc.

Garden Plain; Farmers Cooperative Elevator; The Farmers Cooperative Elevator Company.

Garfield; Garfield Co-operative Elevator; The Garfield Co-operative Company.

Garnett; Garnett Elevator; Western Grain, Inc.

Goodland; Monfort Elevator; Monfort Feeds Lots, Inc.

Goodland; Reid Elevator; Reid Grain of Goodland, Inc.

Grainfield; Farmers Elevator; The Gove County Cooperative Association.

Great Bend; Great Bend Elevators; The Great Bend Cooperative Association.

Green; Lippert Elevator; Maxine Friederich, trading as Lippert Grain Co.

Greensburg; Farmers Grain and Supply Elevator; The Farmers Grain and Supply Co. of Kiowa Co., Kans.

Gypsum; Moore Elevator; Kenneth Moore and Lorene Moore, copartners, trading as Moore Grain and Feed Co.

Hamlin; Lincoln Grain, Inc., Elevator; Lincoln Grain, Inc.

Harper; Farmers Cooperative Elevator; Anthony Farmer's Cooperative Elevator Co.

Haven; Farmers Grain Co.; The Farmers Co-operative Grain Company.

Hazleton; Farmers Co-operative Elevators; The Farmers Co-operative Business Association.

Herington; Western Grain Elevator; Western Grain, Inc.

Hickok (P.O. Ulysses); Sullivan, Inc., Elevator; Sullivan, Inc.

Hickok (P.O. Ulysses); Co-op Elevator; The Ulysses Co-operative Oil and Supply Company.

Hoxie; Cooper Terminal; Cooper Grain, Inc.

Hugoton; Parker Elevator; Earl Bryan, trading as Parker Grain Co.

Hugoton; Hugoton Co-op Elevator; The Farmers Co-operative Grain and Supply Company.

Hutchinson; Kelly Elevator; The William Kelly Milling Company.

Hutchinson; Continental Elevator; Continental Grain Company.

Hutchinson; Grain Belt Elevator; The Salina Terminal Elevator Company.

Ingalls; Ingalls Grain Elevator; Ingalls Co-operative.

Inman; Chase Elevator; The Chase Grain Co., Inc.

Iuka; Iuka Coop; Iuka Cooperative Exchange.

Joy; Farmers Grain and Supply Elevator; The Farmers Grain and Supply Co. of Kiowa Co., Kans.

Junction City; Mid-Continent Elevator; Western Grain, Inc.

Kalvesta; Bosse Elevator; Bosse Grains, Inc.

Kanorado; Kanorado Co-op Elevator; The Kanorado Co-operative Association.

Kanorado; Reid Elevator; Reid Grain of Kanorado, Inc.

Kansas City; Turnpike Elevator; Seaboard Allied Milling Corporation.

Kansas City; Bunge Elevator; Bunge Corporation.

Kansas City; Far-Mar-Co Fairfax Elevator; Far-Mar-Co., Inc.

Kansas City; River-Rail Elevator; Bartlett and Company Grain.

Kellogg (Route 2, Winfield); Kellogg Coop Elevator; Kellogg Farmers Union Cooperative Association.

Kensington; Kensington Coop Elevators; The Kensington Cooperative Association.

Kiowa; O. K. Elevators; The O. K. Co-operative Grain & Merchantile Company.

Kismet; Equity Elevator; The Plains Equity Exchange and Co-operative Union.

LaCygne; Farmers Coop Elevator; The Linn County Farmers Cooperative Association.

Larned; Pawnee Elevators; The Pawnee County Cooperative Association.

Lawrence; Farmers Coop Elevator; The Farmers Cooperative Association.

Liberal; Perryton Equity Elevator; Perryton Equity Exchange.

Lowe (P.O. Holcomb); Farmers Elevators; The Garden City Co-operative Equity Exchange.

Lyons; Central Kansas Elevator; The Salina Terminal Elevator Company.

Lyons; Lyons Co-op Elevator; Lyons Co-operative Association.

Macksville; English Bros. Elevator; Robert H. English and William T. English, copartners, trading as English Grain Company.

Maize; Maize Mills Elevator; Maize Mills, Inc.

Marienthal; West Plains Elevator; West Plains Grain, Inc.

Mayfield; Farmers' Co-op Elevator; Farmers' Cooperative Grain Association of Wellington, Kansas.

McPherson; Chase Elevator; The Chase Grain Co., Inc.

Meade; The Co-operative Elevators; The Co-operative Elevator and Supply Company.

Milepost (P.O. Ulysses); Co-Op Elevator; The Ulysses Co-operative Oil and Supply Company.

Morrowville; Continental Elevator; Continental Grain Company.

Moscow; Thurow Elevator; Carl M. Thurow, trading as Carl G. Thurow & Sons.

Moscow; Brollier's C & D Elevator; C & D Grain, Inc.

Moscow; Moscow Elevator; Moscow Elevator Company; E. L. Gaskill, Inc.

Moscow; Moscow Co-op Elevator; The Farmers Co-operative Grain and Supply Company.

Mullinville; Equity Exchange Elevator; The Equity Grain and General Merchandise Exchange.

Mulvane; Mulvane Co-op Elevator; The Mulvane Cooperative Union.

Nashville; Farmers Co-op Elevator; The Zenda Grain and Supply Company.

Neodesha; Neodesha Co-op Elevator; The Neodesha Cooperative Association.

Ness City; Co-op Elevator; The Right Co-operative Association.

Newton; Ross Elevator; Ross Industries, Inc.

Oberlin; Decatur Co-op Elevator; The Decatur Cooperative Association.

Ottawa; Ottawa Co-op Elevator; The Ottawa Cooperative Association.

Overbrook; Overbrook Farmers Co-Op Elevator; The Overbrook Farmer's Union Co-operative Association.

Oxford; Parity Elevator; Parity Mills, Inc.

Park; Farmers Elevator; The Gove County Cooperative Association.

Peabody; Peabody Co-op Elevator; The Peabody Cooperative Equity Exchange.

Pierceville; Farmers Elevators; The Garden City Co-operative Equity Exchange.

Pierceville; Christensen Elevator; Christensen Grain, Inc.

Plains; Equity Elevator; The Plains Equity Exchange and Co-operative Union.

Preston; Farmers Elevator; The Preston Cooperative Grain & Mercantile Company.

Protection; Farmers Elevator; The Protection Cooperative Supply Company.

Putnam (P.O. Sedgwick); Galmeister Elevators; Frank Galmeister, trading as Galmeister Grain & Elevator.

Reserve; Reserve Elevator; The White Cloud Grain Company, Inc.

Rock; Rock Elevator; Quentin F. Waples, d.b.a. The Rock Grain Co.

Rome (P.O. Wellington); Rome Elevator; McDaniel-Waples, Inc.

Roxbury; Moore Elevator; Kenneth Moore and Lorene Moore, copartners, trading as Moore Grain and Feed Co.

Russell; Russell Elevator; Agco, Inc.

Salina; C-G-F Salina Elevator; C-G-F Grain Company, Inc.

Salina; International Elevator; International Multifoods Corporation.

Satanta; Satanta Coop Elevator; The Satanta Cooperative Grain Company.

Scott City; Coop Elevator; The Scott Co-operative Association.

Scott City; Scott City Elevator; The Scott City Grain Company, Inc.

Sedgwick; Farmers Elevator; The Andale Farmers Cooperative Company.

Sedgwick; The Sedgwick Alfalfa Mills; Sedgwick Alfalfa Mills, Inc.

Selkirk; Farmco Selkirk Elevator; Farmco, Inc.

Sharon; Farmers Co-operative Elevators; The Farmers Co-operative Business Association.

Shields; Shields Farmers Elevator; The Farmers Cooperative Elevator and Mercantile Association.

Shook (P.O. Anthony); Farmers Cooperative Elevator; Anthony Farmer's Cooperative Elevator Co.

South Haven; The Howell Elevator; Ray E. Howell, d.b.a. Howell Grain & Insurance.

St. Francis; Equity Elevator; The St. Francis Mercantile Equity Exchange.
St. John; Coop Elevator; The Dillwyn Grain and Supply Company.
Stafford; Stafford Coop; Stafford Coop.
Sterling; Farmers Elevator; The Farmers Cooperative Union.
Sublette; Haskell County Elevator; Haskell County Grain Company, Inc.
Sublette; Sublette Coop Elevator; The Cooperative Grain Dealers Union.
Syracuse; Jackson Elevator; Jackson Grain Co., Inc.
Tennis (P.O. Friend); Farmers Elevators; The Garden City Co-Operative Equity Exchange.
Timken; Timken Coop Elevator; The Timken Cooperative Association.
Topeka; Far-Mar-Co Topeka Elevator; Far-Mar-Co., Inc.
Tribune; Farmco Tribune Elevator; Farmco, Inc.
Turon; Farmers Elevator; The Preston Cooperative Grain & Mercantile Company.
Ulysses; Co-Op Elevator; The Ulysses Co-Operative Oil and Supply Company.
Ulysses; Sullivan Inc. Elevator; Sullivan, Inc.
Valley Center; Valley Center Farmers Elevator, Inc.; Valley Center Farmers Elevator, Inc.
Wellington; Farmers' Cop-op Elevator; Farmers' Cooperative Grain Association of Wellington, Kansas.
Wellington; Hunter Elevators; Ross Industries, Inc.
White City; Mor-Kan Elevator; Western Grain, Inc.
White Cloud; White Cloud Elevator; The White Cloud Grain Company, Inc.
Whitewater; Whitewater Elevator; The Whitewater Flour Mills Company.
Wichita; Public Terminal Elevator; Sam P. Wallingford, Inc.
Wichita; Western Grain Elevator; Western Grain, Inc.
Wilroods; Co-op Elevator; The Right Cooperative Association.
Wilson; Kyner Elevator; Kyner Elevators, Inc.
Wilson; Soukup Elevator; Arthur C. Soukup, trading as Soukup Grain Company.
Wolf (P.O. Deerfield); Farmers Elevators; The Garden City Co-Operative Equity Exchange.
Wright; Co-op Elevators; The Right Cooperative Association.
Zenda; Farmers Co-op Elevator; The Zenda Grain and Supply Company.
Zenith; Farmers Elevator; Zenith Cooperative Grain Company.

KENTUCKY

Fulton;¹ Fulton Elevator; Browder Milling Company, Incorporated.
Hickman; Fulton County Grain Company Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
Livermore; Bunge Corporation Livermore Grain Terminal; Bunge Corporation.
Louisville; Kentucky Public Elevator; The Early and Daniel Company.
Louisville; Cargill Louisville Elevator; Cargill, Incorporated.
Louisville; Distillers' Grain Company Elevator; Distillers' Grain Company, Inc.
Mayfield; Mayfield Milling Co. Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman

Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

LOUISIANA

Abbeville; Planters Warehouse; Riviana Foods Inc.
Ama; Farmers Export Elevator; Farmers Export Co.
Crowley; Acadia Warehouse; Riviana Foods Inc.
Crowley; Farmers' Warehouse; MFC Services (A.A.L.).
Delhi; Terrick Elevator; Lake Providence Port Elevator, Inc.
Destrehan; St. Charles Grain Elevator; Archer-Daniels-Midland Company, a corporation, and Garnac Grain Co., Inc., a joint venture, trading and doing business under the firm name and style of The St. Charles Grain Elevator Company.
Egan; Egan Warehouse; Riviana Foods, Inc.
Gueydan; Gueydan Warehouse; Riviana Foods Inc.
Jennings; Northern Warehouse; Riviana Foods Inc.
Kaplan; Agnes Warehouse; Riviana Foods Inc.
Lake Charles; Lake Charles Warehouse; Riviana Foods Inc.
Lake Providence; Lake Providence Port Elevator; Lake Providence Port Elevator, Inc.
Myrtle Grove (P.O. Belle Chasse); Mississippi River Grain Elevator; Mississippi River Grain Elevator, Inc.
New Orleans; Public Grain Elevator of New Orleans; Public Grain Elevator of New Orleans, Inc.
Port Allen; Port of Baton Rouge Grain Elevator; Cargill, Incorporated.
Rayne; Rayne Warehouse; Riviana Foods, Inc.
Reserve; Bayside Elevator Co., a division of Bayside Warehouse Company; Bayside Warehouse Company.
St. Joseph; Tensas Port Elevator; Tensas Port Elevator Company, Inc.
Tallulah; Madison Grain Company; Russell G. Petersen, trading as Madison Grain Company.
Tallulah; Tallulah Port Elevator; Lake Providence Port Elevator, Inc.
Westwego; Continental Grain Elevator, Port of New Orleans; Continental Grain Company.

MARYLAND

Williamsburg; Whiteley Elevator; W. O. Whiteley & Son, Inc.

MICHIGAN

Adrian; Adrian Elevator; Adrian Grain Company.
Augusta; Knappen Elevator; Knappen Milling Company.
Dowagiac; Dowagiac Milling Company Elevator; The Dowagiac Milling Company.
Hillsdale; Stock Elevator; DCA Food Industries Inc.
Lowell; King Milling Company Elevator; King Milling Company.

MINNESOTA

Breckenridge; Cargill Elevator; Cargill, Incorporated.
Columbia Heights; Cargill Minneapolis Flax Plant; Cargill, Incorporated.
Crookston; Cargill Elevator; Cargill, Incorporated.
Duluth; Cargill Duluth Elevator; Cargill, Incorporated.
Duluth; Elevator A; General Mills, Inc.
Duluth; Capitol Elevator; International Multifoods Corporation.
Marshall; Cargill Elevator; Cargill, Incorporated.
Minneapolis; Elevator K; ADM Grain Co.

Minneapolis; Great Northern Elevator; Farmers Union Grain Terminal Association.
Minneapolis; Union Elevator; Farmers Union Grain Terminal Association.
Minneapolis; Searle Elevator; Searle Grain Company.
Minneapolis; Soo Elevator; ADM Grain Co.
Minneapolis; Pillsbury "A" Elevator; The Pillsbury Company.
Minneapolis; Pioneer Steel Elevator; Peavey Company.
Minneapolis; Washburn Elevator; General Mills, Inc.
Minneapolis; Consolidated A; North Star Barge & Warehouse Corporation.
Minneapolis; Calumet Elevator; North Star Barge & Warehouse Corporation.
Minneapolis; Elevator "R"; Victoria Elevator Company of Minneapolis.
Minneapolis; Shoreham Elevator; The McMillan Company.
Minneapolis; The Continental Elevator; Continental Grain Company.
Minneapolis; Electric Steel Elevator; Peavey Company.
Minneapolis; Republic Elevator; Victoria Elevator Company of Minneapolis.
New Ulm; Burdick Elevator; Burdick Grain Company.
Port Cargill (P.O. Savage); Port Cargill Elevator C; Cargill, Incorporated.
Red Wing; Central Elevator; Central Soya of Minnesota, Inc.
Savage; Port Bunge; Bunge Corporation.
Savage; Port Cargill Elevator "A"; Cargill, Incorporated.
Savage; Port Continental Elevator; Continental Grain Company.
Shakopee; Peavey River Concrete Terminal; Peavey Company.
Sleepy Eye; Cargill Elevator; Cargill, Incorporated.
St. Louis Park; Belco Elevator; Burdick Grain Company.
St. Paul; Capital B Elevator; International Multifoods Corporation.
St. Paul; Farmers Union Elevator; Farmers Union Grain Terminal Association.
St. Paul; Walsh River Terminal; Walsh River Terminal Corporation.
St. Paul; Elevator D; ADM Grain Co.
Thief River Falls; The McMillan Elevator at Thief River Falls; The McMillan Company.
Wesota; (P.O. Gluek); Cargill Elevator; Cargill, Incorporated.
Winona; Elevator "F"; Victoria Elevator Company of Minneapolis.

MISSISSIPPI

Clarksdale; Delta Rice Warehouse; The Arkansas Rice Growers Cooperative Association.
Cleveland; Central Delta Warehousing Corporation Warehouse; Central Delta Warehousing Corporation.
Greenville; Greenville Warehouse; Riviana Foods Inc.
Greenville; Farmers Grain Warehouse; Farmers Grain Marketing Terminal (A.A.L.).
Hollandale; Staplervice Hollandale Elevator; Staple Cotton Services Association (A.A.L.).
Indianola; Grain Storage Company, Division of Archer-Daniels-Midland Company; Archer-Daniels-Midland Company.
Inverness; Staplervice Inverness Elevator; Staple Cotton Services Association (A.A.L.).
Marks; Riverside Industries Warehouse; Riverside Industries, Inc.
Natchez; Cargill Natchez Elevator; Cargill, Incorporated.
Pascagoula; Jackson County Terminal Elevator; Louis Dreyfus Corporation.
Webb; Staplervice Webb Elevator; Staple Cotton Services Association (A.A.L.).

MISSOURI

Advance; MFA Exchange Elevator; Missouri Farmers Association, Inc.

¹ In Kentucky and Tennessee.

- Albany; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Armstrong; Coop Elevator; Mid-Missouri Farmers Cooperative.
- Bernie; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Bethany; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Bethany; Bethany Elevator; Bethany Mill and Implement Company.
- Boonville; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Brookfield; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Brunswick; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Butler; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Callao; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Carrollton; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- Caruthersville; MFA Elevator; Missouri Farmers Association, Inc.
- Center; Slater & Fowles Center Elevator; Slater and Fowles, Incorporated.
- Centralia; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Chillicothe; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Chillicothe; Reed Elevator; Reeds Seeds, Inc.
- Clinton; Larabee Elevator; Archer-Daniels-Midland Company.
- Columbia; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Conception Junction; M.F.A. Elevator; Missouri Farmers Association, Inc.
- Corning; Corning Elevator; Rickel, Inc.
- Craig; Community Elevator; Rickel, Inc.
- Dalton; Dalton Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
- Dearborn; Halferty Bros. Elevator; Halferty Bros., Inc.
- Dudley; Dudley Grain Warehouse; The Arkansas Rice Growers Cooperative Association trading as The Arkansas Rice Growers Cooperative Association, Inc., in the State of Missouri.
- Elmo; M.F.A. Elevator; Missouri Farmers Association, Inc.
- Elsberry; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Essex; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Fayette; Coop Elevator; Mid-Missouri Farmers Cooperative.
- Forest City; Cargill Elevator; Cargill, Incorporated.
- Fortescue; Fortescue Elevator; The White Cloud Grain Company, Inc.
- Gallatin; Froman Elevator; K. C. Froman, trading as Farmers Grain and Fertilizer.
- Gallatin; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Gower; G.F.S. Elevator; Frederick L. Schuster, trading as Gower Feeders Supply.
- Grant City; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Gregory Landing (P.O. Canton); Gregory Elevator; Gabe Logsdon & Sons, Inc.
- Hamilton; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Hannibal; Hannibal Terminal Elevator; Hannibal Grain Terminal, Inc.
- Hardin; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- Hayti; MFA Elevator; Missouri Farmers Association, Inc.
- Higginsville; M.F.A. Cooperative Elevator; Missouri Farmers Association, Inc.
- Kansas City; Cargill Milwaukee Elevator; Cargill, Incorporated.
- Kansas City; General Mills Elevator; General Mills, Inc.
- Kansas City; Chouteau Elevator; Simonds-Shields-Theis Grain Co.
- Kansas City; Boulevard Elevator; Seaboard Allied Milling Corporation.
- Kansas City; K.C.T. Elevator; Kansas City Terminal Elevator Company.
- Kansas City; Purina Soybean Elevator; Ralston Purina Company.
- Kennett; Kennett Soybean Elevator; E. M. Regenold d.b.a. Kennett Soybean Co.
- La Belle; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Ladonia; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Ladonia; Slater & Fowles Ladonia Elevator; Slater and Fowles, Incorporated.
- Lamar; M.F.A. Cooperative Elevator; Missouri Farmers Association, Inc.
- Langdon; Langdon Elevator; Mildred D. Bentley, trading as Bentley Grain Company.
- Lexington; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Linneus; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Louisiana; M.F.A. Cooperative Elevator; Missouri Farmers Association, Inc.
- Macon; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Maitland; Rother Grain and Feed Co. Elevator; Irvin Rother and Helen Bammer, copartners, trading as Rother Grain and Feed Co.
- Marshall; Fletcher Elevator; Fletcher Grain Company, Inc.
- Marshall; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Marston; E. B. Gee Cotton & Grain Co. Warehouse; E. B. Gee Cotton & Grain Co., Inc.
- Marthasville; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Martinsburg; Slater & Fowles Martinsburg Elevator; Slater and Fowles, Incorporated.
- Maryville; M.F.A. Cooperative Elevator; Missouri Farmers Association, Inc.
- Mexico; M.F.A. Cooperative Elevator; Missouri Farmers Association, Inc.
- Mexico; M-F-A Exchange Elevator; Missouri Farmers Association, Inc.
- Moberly; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Napton; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Nelson; Nelson Elevator; Nelson Elevator, Inc.
- New Franklin; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Norborne; B. F. Knipschild & Brothers Elevator; B. F. Knipschild, A. L. Knipschild, E. O. Knipschild and J. T. Knipschild, copartners, trading as B. F. Knipschild and Brothers.
- Norborne; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- North Kansas City; Monarch Elevator; ADM Milling Co.
- North Kansas City; Checkerboard Elevator; Ralston Purina Company, trading as Checkerboard Grain Company.
- North Kansas City; International Elevator; International Multifoods Corporation.
- North Kansas City; NCM Elevator; Congra, Inc.
- Odessa; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Orrick; Arnold Bros. Produce Warehouse; Paul Arnold and Wilbur Arnold, copartners, trading as Arnold Bros. Produce.
- Orrick; Orrick Farm Service Elevator; Orrick Farm Service, Inc.
- Palmyra; Farmers Coop Elevator; Farmers Cooperative Services, Inc. of Palmyra, Missouri.
- Pattonburg; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Perry; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Phelps City (P.O. Rock Port); Stanton Elevator; Stanton Grain Co.
- Poplar Bluff; Butler County Grain Warehouse; The Arkansas Rice Growers Cooperative Association, trading as The Arkansas Rice Growers Cooperative Association, Inc., in the State of Missouri.
- Ravenwood; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Rea; Rea Elevator; Rea Grain & Feed Co.
- Richmond; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- Ristine (P.O. New Madrid); Checkerboard Elevator; Ralston Purina Company, trading as Checkerboard Grain Company.
- Salisbury; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Sedalia; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Senath; Senath Grain Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.
- Shelbina; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Sheridan; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- St. Joseph; Far-Mar-Co St. Joseph Elevator; Far-Mar-Co., Inc.
- St. Joseph; Bartlett Elevator; Bartlett and Company Grain.
- St. Joseph; Krause St. Joseph Elevator; Krause Milling Company.
- St. Joseph; Mo-Kan Elevator; Mo-Kan Grain, Inc.
- St. Joseph; Burlington Elevator; The Pillsbury Company.
- St. Joseph; B & E Elevator; The B & E Grain Company.
- St. Louis; Missouri Pacific Elevator; Jerry W. Fowles, Trading as Fowles Grain Company.
- St. Louis; Pillsbury St. Louis Elevator; The Pillsbury Company.
- St. Louis; St. Louis Grain Corporation Elevator; St. Louis Grain Corporation.
- St. Marys; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Stanberry; Alldredge Grain & Storage Elevator; Alldredge Grain & Storage, Inc.
- Summer; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- Tebbetts; Rootes Elevator; W. A. Rootes and Company.
- Trenton; Hoffman & Reed Elevator; Hoffman and Reed, Inc.
- Trenton; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Triplett; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- Vandalia; Wasson Grain Elevator; Jack Wasson Grain Incorporated.
- Vandalia; MFA Exchange Elevator; Missouri Farmers Association, Inc.
- Wakenda; Ray-Carroll Elevator; Ray-Carroll County Grain Growers, Inc.
- Walker; Producers Grain Co.; Producers Grain Company.
- Watson; Stanton Elevator; Stanton Grain Co.
- Wayland; Logsdon's Elevator; Gabe Logsdon & Sons, Inc.

NEBRASKA

- Ashland; Kuhl-Reece Company's Elevator; Kuhl-Reece Company.
- Aurora; Dowd Elevator; Dowd Grain Company, Inc.
- Bancroft; Holmquist Elevator; The Holmquist Grain and Lumber Company.
- Beatrice; Farmers Cooperative Elevator; Farmers Cooperative Elevator Company.
- Beaver Crossing; Farmers Elevators; Farmers Cooperative Company.
- Bellwood; Farmers Elevator; Farmers Cooperative Grain Company.

Benedict; Farmers Grain Association Elevator; Farmers Co-Operative Grain Association of Benedict, Nebraska.

Benkelman; Benkelman Elevators; Independent Elevators, Inc.

Berea (P.O. Alliance); Deaver Elevator; Deaver Grain Co., Inc.

Bertrand; Bertrand Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Bixby; Bixby Cooperative Elevator; Bixby Cooperative Company.

Blair; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Bloomfield; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Brownville; Continental Elevator; Continental Grain Company.

Cambridge; Urling Elevator; Miller Grain Company, Inc.

Central City; Levitt Elevator; Merrick County Grain Co.

Chappell; Farmers Elevators; Farmers Elevator Company, A Cooperative.

Coleridge; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Columbus; Farmers Grain Terminal; Foreman-Gammel Grain Co., Inc.

Cornlea; Continental Elevator; Continental Grain Company.

Craig; Farmers Union Elevator; Farmers Union Co-Operative Association.

Crete; Crete Mills Division Elevator; Lauthoff Grain Company.

Doane; Doane Elevators; Independent Elevators, Inc.

Dorchester; Farmers' Elevators; The Dorchester Farmers Cooperative Grain and Livestock Company.

Durant (P.O. Stromsburg); Richters Elevator; John W. Lamoreaux and Marc Lamoreaux, copartners, trading as Durant Grain Company.

Elmwood; Farmers Elevator; Farmers Co-operative Association of Elmwood, Nebraska.

Elsie; Kellogg Elevator; O. M. Kellogg Grain Company.

Enders; Farmers Elevator; Farmers Co-operative Exchange.

Fairbury; Farmers Union Co-op Elevator; Farmers Union Co-operative Association of Fairbury, Nebraska.

Farwell; Loup Valley Elevators; Scoular-Bishop Grain Company.

Fremont; Fremont Cake & Meal Elevator; Archer-Daniels-Midland Company.

Fremont; Conagra Elevator; Conagra, Inc.

Fremont; Far-Mar-Co., Fremont Elevator; Far-Mar-Co., Inc.

Friend; Friend Elevator; B. C. Christopher & Company, a limited partnership with Hearne Christopher, John H. Collett, Edward G. Mader, Lawrence P. Hogan, Lowell H. Listrom, Norman Supper, Ludwell G. Gaines III, Robert F. Wilson, Philipp Kuhn, William L. Evans, Jr., Donald F. George and Edward A. Connelly.

Geneva; Koehler Elevator; A. Koehler Company.

Gibbon; Fox Elevator; Scoular-Bishop Grain Company.

Grand Island; Conagra Elevator; Conagra, Inc.

Grand Island; Grand Island Grain Division Elevator; Eisenman Chemical Co.

Grant; Co-Operative Elevator; The Grant Co-Operative Exchange.

Grant; Perkins County Elevator; Scoular-Bishop Grain Company.

Hansen (P.O. Grand Island); Ecco Grain Elevator; Eisenman Chemical Co.

Hartington; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Hartington; Hartington Elevator; Hartington Elevator Company.

Harvard; Farmers Elevators; The Farmers Union Co-operative Elevator Company.

Hastings; Garvey Elevator; Garvey Elevators, Inc.

Hemingford; Farmers Co-Operative Elevator; Farmers Co-operative Elevator Company.

Herman; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Imperial; Farmers Elevator; Frenchman Valley Farmers Cooperative, Inc.

Indianola; Urling Elevator; Miller Grain Company, Inc.

Jacinto (P.O. Dix); The Wright-Lorenz Grain Co. Elevator; The Wright-Lorenz Grain Co., Inc.

Laurel; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Lincoln; Lincoln Grain, Inc. Elevator; Lincoln Grain, Inc.

Lincoln; Far-Mar-Co Lincoln Elevator; Far-Mar-Co., Inc.

Lincoln; Gooch Mill Elevators; ADM Milling Co.

Lincoln; ADM Elevator; Archer-Daniels-Midland Company.

Lyons; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Maywood; Farmers Elevators; Maywood Cooperative Association.

Nebraska City; Bartlett Elevator; Bartlett and Company Grain.

North Bend; North Bend Elevator; North Bend Grain Company, Inc.

Oakland; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Ogallala; Cogil Elevators; Ogallala Grain, Inc.

Omaha; Allied Mills Elevator; Allied Mills, Inc.

Omaha; Conagra Elevators; Conagra, Inc.

Omaha; Far-Mar-Co Omaha Elevator; Far-Mar-Co., Inc.

Omaha; Illinois Central Elevator; ADM Grain Co.

Omaha; The Pillsbury Company Elevator "B"; The Pillsbury Company.

Omaha; Scoular-Welsh Omaha Elevator; Scoular-Welsh Grain Co.

O'Neill; Dowd Elevator; Dowd Grain Company, Inc.

Osceola; Farmers Grain Elevator; Farmers Cooperative Grain Co.

Osceola; Smith Elevator; Smith Grain Company.

Parks; Parks Elevator; Independent Elevators, Inc.

Potter; The Wright-Lorenz Grain Co. Elevator; The Wright-Lorenz Grain Co., Inc.

Potter; Farmers Elevators; Potter Cooperative Grain Company.

Ranch Spur (P.O. Herman); Ranch Spur Elevator; H. C. Fankhouser and V. R. Fankhouser, copartners trading as Fankhouser Bros.

Red Willow (P.O. McCook); Urling Elevator; Miller Grain Company, Inc.

Rock Bluff (P.O. Plattsmouth); Far-Mar-Co Rock Bluff Elevator; Far-Mar-Co., Inc.

Rogers; Golden West Grain Company's Rogers Elevator; Golden West Grain Company.

Rosalie; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Roscoe; Roscoe Elevator; John L. Gordon and Jeanette D. Gordon, copartners, d.b.a. Roscoe Grain Company.

Schuyler; Golden West Grain Company's Elevator; Golden West Grain Company.

Scribner; Farmers Elevator; Farmers Co-operative Mercantile Company, Non-Stock.

Scribner; Scribner Elevator; Scribner Grain & Lumber Company.

Seward; Allied Mills Elevator; Allied Mills, Inc.

Shelton; Continental Elevator; Continental Grain Company.

Silver Creek; Farmers Grain Elevators; Farmers Cooperative Grain Company.

St. Paul; Loup Valley Elevators; Scoular-Bishop Grain Company.

Stella; Stella Elevator; C-G-F Grain Company, Inc.

Strang; Strang Grain Elevator; Strang Lumber and Grain Company.

Stromsburg; Farmers Elevators; Farmers Cooperative Grain Association of Stromsburg.

Superior; Scoular-Bishop Elevator; Scoular-Bishop Grain Company.

Tekamah; Farmers Elevator; Farmers Non-Stock Cooperative Grain Association.

Tekamah; Holmquist Elevator; The Holmquist Grain and Lumber Co.

Thurston; Merry Elevator; Darrel Merry; trading as Merry Grain & Lumber Co.

Ulysses; Farmers Cooperative Elevators; Farmers Cooperative Grain & Supply Co.

Utica; Utica Co-operative Grain Company's Elevators; Utica Co-operative Grain Company.

Venango; Dudden Elevator; Dudden Elevator, Inc.

Venango; Farmers' Elevators; Farmers Union Cooperative Grain Co. of Venango, Nebraska.

Verdel; Allied Mills Elevator; Allied Mills, Inc.

Wallace; Kellogg Elevator; O. M. Kellogg Grain Company.

Walshill; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Waneta; Farmers Elevator; Farmers Co-operative Exchange.

Winnebago; Holmquist Elevator; The Holmquist Grain and Lumber Company.

Winnebago; Merry Grain Company Elevator; Holmquist Elevator Company.

Winslow; Farmers Elevator; Farmers Co-operative Mercantile Company, Non-stock.

NEW MEXICO

Clovis; El Rancho Elevator; El Rancho Milling Co. (no stockholders' liability).

Clovis; Farmers Cooperative Elevators; Farmers Cooperative Elevators, Inc.

Clovis; New Mexico Mill Elevator; New Mexico Mill & Elevator Co. (no stockholders' liability).

Clovis; Worley Mills Elevator; Worley Mills, Inc. (no stockholder's liability).

Grier; Farmers Cooperative Elevators; Farmers Cooperative Elevators, Inc.

Melrose; Farmers Cooperative Elevators; Farmers Cooperative Elevators, Inc.

Melrose; Melrose Elevator; Melrose Grain & Elevator Co., Inc.

Portales; Worley Mills Elevator; Worley Mills, Inc. (no stockholder's liability).

Texico; New Mexico Mill Elevator; New Mexico Mill & Elevator Co. (no stockholders' liability).

Texico; Sherley-Anderson Texico Elevator; Sherley-Anderson-Pitman, Inc.

Tucumcari; Worley Mills Elevator; Worley Mills, Inc. (no stockholder's liability).

NEW YORK

Albany; Port of Albany Elevator No. 1; Cargill, Incorporated.

Buffalo; Continental Concrete Central Elevator; Continental Grain Company.

Buffalo; Standard Elevator; Standard Milling Company, d.b.a. Standard Milling Company, Inc., in New York State.

NORTH CAROLINA

Battleboro; E-B Grain Co., Inc.; E-B Grain Company, Inc.

Camden; Wood Bonded Warehouse; F. P. Wood and Son, Inc.

Fayetteville; Cargill Fayetteville Elevator; Cargill, Incorporated.

Greenville; Fred Webb Elevator; James Fred Webb.

Monroe; Producers Feed Mill Warehouse; Producers Feed Mill, Inc.
Mooresville; Mooresville Grain Elevator; Mooresville Flour Mills, Incorporated.
Newton Grove; House Grain Elevator; Milton Sherrill Williams.
Selma; Gurley's Inc. Elevator; Gurley's, Inc.
Washington; Cargill Washington, NC Elevator; Cargill, Incorporated.
Wilson; Cargill Elevator; Cargill, Incorporated.

NORTH DAKOTA

Grand Forks; Garvey Elevator; Garvey Elevators, Inc.
Jamestown; Garvey Elevator; Garvey Elevators, Inc.

OHIO

Arcanum; Allied Mills Arcanum Elevator; Allied Mills, Inc.
Chillicothe; Standard Elevator; The Standard Elevator and Supply Company.
Cincinnati; Fairmount and Riverside Elevators; The Early and Daniel Company.
Columbus; Landmark Grain Terminal; Landmark, Inc.
Columbus; Continental Elevator; Continental Grain Company.
Columbus; Eshelman Grain Company Elevator; International Multifoods Corporation.
Coshocton; Coshocton Elevator; Coshocton Grain Co.
Elgin; Elgin Elevator; Elgin Grain Company.
Fletcher; Fletcher Elevator; Shepard Grain Company, Inc.
Fostoria; Fostoria Elevator; The Ohio Farmers' Grain Corporation.
Fostoria; Mennel Elevator; The Mennel Milling Company.
Glandorf; Glandorf Elevator; Glandorf Feed Company.
Green Camp; Green Camp Co-operative Elevator; The Green Camp Co-operative Elevator Company.
Harrison (Route 4); J. A. Cornelius Grain Elevator; J. A. Cornelius.
Hume (R.R. No. 4, Lima); Hume Elevator; The Welker Grain Company.
Kileville (P.O. R.R. No. 3, Plain City); Kileville Elevator; The Ohio Grain Company.
Lima; Cargill Lima Elevator; Cargill, Incorporated.
Mansfield; General Grain Elevator; General Grain, Inc.
Marysville; Marysville Elevator; The Ohio Grain Company.
Maumee; Cargill Toledo Elevator; Cargill, Incorporated.
Mechanicsburg; Mechanicsburg Elevator; The Ohio Grain Company.
Pittsburg; Pittsburg Grain Elevator; Pittsburg Feed and Grain, Inc.
Shelby; Shelby Equity Elevator; The Shelby Equity Exchange Company.
Spencerville; Farmers Union Company Elevator; The Spencerville Farmers Union Company.
Thackery; Thackery Elevator; Shepard Grain Company, Inc.
Toledo; Cargill East Side Elevator; Cargill, Incorporated.
Troy; Troy Elevator; The Early and Daniel Company.
Van Wert; Welker Elevator; The Welker Grain Company.

OKLAHOMA

Afton; Afton Co-op Elevator; Afton Co-operative Association.
Apache; Apache Farmers Co-operative; Apache Farmers Co-operative.
Beaver; Perryton Equity Elevator; Perryton Equity Exchange.
Bison; Farmers Elevator; Bison Cooperative Association.

Blackwell; Blackwell Co-op Elevator; Blackwell Co-operative Elevator Association.
Boise City; Consumers Elevator; Boise City Farmers Cooperative.
Braman; Braman Co-op Elevator; Blackwell Co-operative Elevator Association.
Broken Arrow; Farmers Co-op Elevator; Farmers Cooperative.
Buffalo; Buffalo Farmers Elevator; The Buffalo Farmers' Co-operative Elevator Company.
Cashion; Farmers Exchange Elevator; Farmers Exchange of Cashion.
Cherokee; Farmers Elevator; Farmers Co-operative Elevator Association.
Clinton; Farmers Elevator; Farmers Co-operative Association.
Clyde; Clyde Elevator; Clyde Co-operative Association.
Cordell; Farmers Elevator; Farmers Co-operative Association.
Crescent; Crescent Cooperative Elevator; Crescent Cooperative Association.
Custer City; Farmers Elevator; Custer City Farmers Cooperative Exchange.
Deer Creek; Deer Creek Elevator; Clyde Co-operative Association.
Douglas; Farmers Elevators; Farmers Co-operative Elevator Company of Douglas.
Enid; Continental Elevator; Continental Grain Company.
Enid; Union Equity Co-operative Exchange Elevator; Union Equity Co-operative Exchange.
Enid; Enid Terminal Elevators; Interstate Grain Corporation.
Fairview; Sooner Co-op Elevator; Sooner Cooperative, Incorporated.
Fargo; Farmers Elevator; Farmers Co-operative Association.
Garber; Cooperative Elevator; Garber Co-operative Association.
Goodwell; Farmers Elevator; Farmers Elevator of Goodwell, Oklahoma, Inc.
Grandfield; Union Equity Elevator; Union Equity Co-operative Exchange.
Guymon; Knutson Elevator; Knutson Elevators, Inc.
Hardesty; Perryton Equity Elevator; Perryton Equity Exchange.
Helena; Farmers Elevator; Farmers Cooperative Association.
Hennessey; Farmers Co-operative Elevator; Farmers Elevator and Co-operative Association.
Hooker; Equity Exchange Elevator; The Hooker Equity Exchange.
Hough (P.O. Guymon); Hough Elevator; Knutson Elevator, Inc.
Hunter; Hunter Farmers Elevator; Farmers Grain Company.
Hydro; Farmers Elevator; Hydro Cooperative Association.
Imo; Imo Farmers Elevators; Farmers Cooperative Elevator Company.
Keys; Perryton Equity Elevator; Perryton Equity Exchange.
Kingfisher; Kingfisher Cooperative Elevator; Kingfisher Cooperative Elevator Association.
Knowles; Perryton Equity Elevator; Perryton Equity Exchange.
Kremlin; Farmers Elevator; Farmers Grain Company.
Lamont; Lamont Elevator; Clyde Co-operative Association.
Lawton; Cooperative Elevator A; Lawton Cooperative Association.
Marshall; United Co-op Elevator; United Cooperative, Inc.
May; May Elevator; Woodward Cooperative Elevator Association.
Medford; Medford Elevator; Clyde Co-operative Association.
Miami; Miami Co-op Elevator; The Miami Cooperative Association.
Midway (P.O. Hooker); Midway Elevator; Knutson Elevators, Inc.

Mooreland; Farmers Co-Op Elevator; Farmers Co-operative Trading Company.
Nardin; Cooperative Elevator; Clyde Cooperative Association.
Okeene; Sooner Co-op Elevator; Sooner Cooperative, Incorporated.
Oklahoma City; Garrison Elevator; Garrison Milling Company, Inc.
Perry; Farmers Cooperative Elevator; Farmers Cooperative Exchange.
Pond Creek; Farmers Elevator; Farmers Grain Company.
Ranch Drive (P.O. Ponca City); Ranch Drive Elevator; Farmers Cooperative Association.
Red Rock; Farmers Co-Op. Elevator; Red Rock Farmers Co-Operative.
Renfrow; Renfrow Elevator; Clyde Co-operative Association.
Saltfork (P.O. Hunter); Saltfork Elevator; Clyde Co-operative Association.
Selman; Selman Farmers Elevator; The Buffalo Farmers' Co-Operative Elevator Company.
Shawnee; Shawnee Elevator; Shawnee Milling Company.
Tonkawa; Tonkawa Elevator; Farmers Co-operative Association.
Tuttle; MFC Elevator; Mid-Continent Farmers Co-op.
Vici; Farmer's Co-op. Ass'n Elevator; Farmers Cooperative Association of Vici.
Wakita; Farmers Co-operative Elevators; Farmers Co-operative Elevator Company of Wakita.
Weatherford; Co-Op. Elevator; Farmers Co-operative Exchange.
Woodward; Woodward Elevator; Woodward Cooperative Elevator Association.
Yukon; MFC Elevator; Mid-Continent Farmers Co-op.

OREGON

Athena; Pendleton Grain Growers Warehouse; Pendleton Grain Growers, Inc.
Biggs (P.O. Wasco); Sherman Co-operative Grain Growers Warehouse; Sherman Co-operative Grain Growers.
Biggs; Moro Grain Growers Warehouse; Moro Grain Growers Association.
Condon; Condon Grain Growers Warehouse; Condon Grain Growers, Inc.
Dufur; Dufur Elevator; Dufur Elevator Company.
Eakin's Siding; Eakin Elevator; Eakin Co-operative Grain Growers.
Echo; Pendleton Grain Growers Warehouse; Pendleton Grain Growers, Inc.
Elgin; The Elgin Flouring Mill Warehouse; The Elgin Flouring Mill Co.
Enterprise; Wallowa County Grain Growers Warehouse; Wallowa County Grain Growers.
Grass Valley; Grass Valley Grain Growers Warehouse; Grass Valley Grain Growers, Inc.
Haines; Haines Elevator; Haines Grain and Feed Company, Inc.
Helix; Farmers Mutual Warehouse Co-op; Farmers Mutual Warehouse Cooperative.
Heppner; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.
Hogue-Warner; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.
Holdman; Pendleton Grain Growers Warehouse; Pendleton Grain Growers, Inc.
Imbler; Grande Ronde Grain Warehouse; Grande Ronde Grain Co.
Ione; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.
Island City; Pioneer Flouring Mill Warehouse; Pioneer Flouring Mill Co.
Jordan; Jordan Elevator Company's Warehouse; Jordan Elevator Company.
LaGrande; LaGrande Milling Warehouse; LaGrande Milling Company.

Lakeview; Lakeview Ag Center Elevator; Lakeview Ag Center, Inc.

Lexington; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.

Maupin; Maupin Elevator Co., Maupin Elevator Co.

McNab; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.

Milton-Freewater; Pendleton Grain Growers Warehouse; Pendleton Grain Growers, Inc.

Morgan; Morgan Elevator; John Eubanks, Moro; Moro Grain Growers Warehouse; Moro Grain Growers Association.

North Lexington; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.

North Powder; North Powder Milling and Mercantile Company's Warehouse; North Powder Milling and Mercantile Company.

Pendleton; Pendleton Grain Growers Warehouse No. 2; Pendleton Grain Growers, Inc.

Portland; Blue Line Exchange Warehouse; Blue Line Exchange.

Ruggs; Morrow County Grain Growers Warehouse; Morrow County Grain Growers, Inc.

Umatilla; Pendleton Grain Growers Warehouse; Pendleton Grain Growers, Inc.

Union; The Union Flouring Mill Warehouse; The Union Flouring Mill Company.

PENNSYLVANIA

Erie; Continental Erie Elevator; Continental Grain Company.

High Spire; Highspire Flour Mills Elevator; Standard Milling Company.

Philadelphia; Girard Point Elevator; Tidewater Grain Company.

Pittsburgh; Expanded Grain Products, Inc., Pittsburgh Grain Elevator; Expanded Grain Products, Inc.

SOUTH DAKOTA

Aberdeen; Cargill Elevator; Cargill, Incorporated.

Beardsley; Terminal Grain Elevator; Terminal Grain Corporation.

Centerville; Centerville Grain Elevator; McMaster Grain Company.

Colome; Colome Elevator—Dallas Branch; Farmers Co-operative Association of Dallas, South Dakota.

Cresbard; Elchinger Elevator, Cresbard Grain Company.

Dallas; Farmers Elevators; Farmers Co-operative Association of Dallas, South Dakota.

Marion; Terminal Grain Elevator; Terminal Grain Corporation.

Milbank; Cargill Elevator; Cargill, Incorporated.

Monroe; Terminal Grain Elevator; Terminal Grain Corporation.

Onida; Oahe Elevator; Oahe Grain Corporation.

Parker; Terminal Grain Elevator; Terminal Grain Corporation.

Roscoe; Roscoe Grain and Feed Company Elevator; Roscoe Grain and Feed Company, Inc.

Trent; Cargill Elevator; Cargill, Incorporated.

Vermillion; Terminal Farm Service Elevator; Terminal Grain Corporation.

Wagner; Terminal Grain Elevator; Terminal Grain Corporation.

Winner; Deaver-Meyer Elevator; Deaver-Meyer Grain Company.

TENNESSEE

Chattanooga; Cargill Chattanooga Elevator; Cargill, Incorporated.

Memphis; ADM Elevator; ADM Grain Co. Memphis; Riverside Elevator No. 1; Cook Industries, Inc.

Memphis; Port of Memphis Grain Elevator; Cargill, Incorporated.

Memphis; Cargill President Island Oil Plant; Cargill, Incorporated.

Memphis; Continental Memphis Elevator; Continental Grain Company.

South Fulton;¹ Fulton Elevator; Browder Milling Company, Incorporated.

Trenton; Boyd Price Grain Co., Warehouse; Boyd Price, trading as Boyd Price Grain Co.

Union City; Farmers Grain Elevator; Farmers Grain & Fertilizer Company, Inc.

Union City; Watterfield Elevator; Watterfield Grain Company.

TEXAS

Adrian; Wheat Growers Elevator; Adrian Wheat Growers, Inc.

Amarillo; Interstate Grain Co. Warehouse; The Kearns Grain & Seed Co., Inc.

Amarillo; Producers Elevator; Producers Grain Corporation.

Anna; Sherley Elevator; Norman E. Jones, trading as N. E. Jones Grain.

Beaumont; Beaumont Elevator; Continental Grain Company.

Black; Black Grain Co. Elevator; Friona Feed Yard, Inc.

Black; Tri-County Elevator; Tri-County Elevator Company, Inc.

Booker; Booker Equity Elevator; Booker Equity Union Exchange.

Bovina; Wheat Growers Elevator; Bovina Wheat Growers, Inc.

Bovina; Sherley Elevator; Sherley Grain Company.

Brownfield; Goodpasture, Inc.—Brownfield Elevator; Goodpasture, Inc.

Canadian; Co-op Elevator; Canadian Grain Co-op.

Capps Switch (P.O. Sunray); Continental Elevator; Continental Grain Company.

Channelview; Cargill Houston Elevator; Cargill, Incorporated.

Conlen; Conlen Grain & Mercantile Warehouse; Conlen Grain & Mercantile Co.

Comyn (P.O. Dublin); Harvest Queen Elevators; L. R. Stringer.

Conway; Coop Elevator; Conway Wheat Growers Inc.

Dalhart; Consumers Elevator; Dalhart Consumers Fuel Association, Inc.

Dalhart; Welch Elevator; T. I. Welch and Thompson Irwin Welch, copartners, trading as Welch Grain Company.

Darrouzett; Farmers Elevators; Darrouzett Cooperative Association.

Dawn; Dawn Co-op Elevator; Dawn Co-op.

Deer Park; Union Equity Export Elevator; Union Equity Co-operative Exchange.

Dimmitt; Farmers Elevator; Dimmitt Agri Industries, Inc.

Dumas; Co-op Elevator; Dumas Co-op.

Etter (P.O. Dumas); Continental Elevator; Continental Grain Company.

Etter (P.O. Dumas); Etter Grain Company Elevator; Etter Grain Company, Inc.

Farnsworth; Batman Elevator; Batman Grain, Inc.

Farnsworth; Perryton Equity Elevator; Perryton Equity Exchange.

Farwell; Sherley-Anderson-Pitman Elevator; Sherley-Anderson-Pitman, Inc.

Farwell; Worley Mills Elevator; Worley Mills, Inc. (No Stockholder's Liability).

Follett; Farmers Grain & Supply Co. Elevator; Farmers Grain and Supply Company of Follett.

Fort Worth; Katy Elevator; Bunge Corporation.

Fort Worth; Producers Elevator Section B; Producers Grain Corporation.

Friona; Farmers Cooperative Elevator; Friona Wheat Growers, Inc.

Galena Park; Goodpasture Elevator; Goodpasture, Inc.

Galveston; Galveston "B" Elevator; Galveston Elevator Company, Inc.

Groom; Wheat Growers Elevator; Groom Wheat Growers, Inc.

Groom; Wheeler-Evans Elevator; Wheeler-Evans Elevator Company.

Gruber; Continental Elevator; Continental Grain Company.

Hamlin; Moore Elevator; Moore Elevator, Inc.

Hart; Farmers Grain Elevator; The Farmers Grain Company of Hart, Texas.

Hartley; Farmers Supply Company Elevators; Farmers Supply Company of Hartley, Texas.

Happy; Wheat Growers Elevator; Happy Wheat Growers, Inc.

Hereford; Farmers Co-op Elevator; Hereford Grain Corp.

Hereford; Hereford Elevator; Continental Grain Company.

Hereford; Pitman-Easley Elevator; Pitman-Easley Industries, Inc.

Higgins; Wheat Growers Elevator; Higgins Wheat Growers, Inc.

Holden Spur (P.O. Mexia); Harvest Queen Elevators; L. R. Stringer.

Huntoon; Perryton Equity Elevator; Perryton Equity Exchange.

Kress; Kress Farmers Elevator; Kress Farmers Elevator Co. of Kress, Texas.

Kress; Hipp Elevator; Geo D. Hipp, Joe F. Hipp, Harold D. Hipp; James P. Hipp, Hipp Brothers Grain Company, Incorporated, and The Star Grain Company of Tulia, Texas, copartners, trading as Hipp Grain Company.

Lariat; Sherley-Anderson Elevator; Sherley-Anderson Grain Company.

Lockney; Patterson Elevator; Patterson Grain Company, Inc.

Lockney; Lockney Co-op Elevator; Lockney Cooperative Gin.

Lubbock; Goodpasture, Inc.—Lubbock Elevator; Goodpasture, Inc.

Lubbock; Producers Elevator; Producers Grain Corporation.

Mathis; Mathis Elevator; Mathis Grain & Elevator Corp.

McKibben (P.O. Spearman); Perryton Equity Elevator; Perryton Equity Exchange.

Morse; Perryton Equity Elevator; Perryton Equity Exchange.

Muleshoe; Farmers Cooperative Elevator; Farmers Cooperative Elevator of Muleshoe, Texas.

Muleshoe; Muleshoe Elevator; The Kearns Grain & Seed Co. Inc.

O'Donnell; Farmers Co-op Elevator; Farmers Co-operative Association of O'Donnell, Texas.

Pampa; Wheeler-Evans Elevator; Wheeler-Evans Elevator Company.

Perryton; Perryton Equity Elevators; Perryton Equity Exchange.

Plainview; Harvest Queen Elevator; L. R. Stringer.

Plainview; Plainsman Elevator; Plainsman Elevators, Inc.

Plainview; Producers Elevator; Producers Grain Corporation.

Plainview; Southwestern Grain Elevator; Southwestern Grain, Inc.

Port Arthur; Cargill Port Arthur Elevator; Cargill, Incorporated.

Pringle; Perryton Equity Elevator; Perryton Equity Exchange.

Saginaw; Continental Elevator; Continental Grain Company.

Saginaw; Union Equity Ft. Worth Elevator; Union Equity Co-operative Exchange.

Silverton; Silverton Elevator; Silverton Elevators, Inc.

Spearman; Perryton Equity Elevator; Perryton Equity Exchange.

Sudan; Feeders Elevator; Feeders Grain, Inc.

Suman Switch (P.O. Hearne); Harvest Queen Elevators; L. R. Stringer.

Sunray; Sunray Co-Op Elevator; Sunray Co-Op.

Sunray; Continental Elevator; Continental Grain Company.

Texarkana; Pioneer of Texarkana Elevator; Pioneer Food Industries, Inc.

¹ In Kentucky and Tennessee.

Texhoma; Wheat Growers Elevator; Texhoma Wheat Growers, Inc.

Texline; Texline Elevator; The Kearns Grain & Seed Co., Inc.

Tulia; Wheat Growers Elevator; Tulia Wheat Growers, Inc.

Tulia; Prairie Elevator; Prairie Cattle and Grain Co.

Tulia; Star Grain Co. Elevator; The Star Grain Company of Tulia, Tex.

Twitchell; Perryton Equity Elevator; Perryton Equity Exchange.

Vega; Wheat Growers Elevator; Vega Wheat Growers, Inc.

Waka; Perryton Equity Elevator; Perryton Equity Exchange.

White Deer; Wheeler-Evans Elevator; Wheeler-Evans Elevator Company.

Wichita Falls; Berend Bros. Elevator, Berend Brothers Feed Stores, Incorporated.

Wildorado; Wildorado Producers Elevator; Wildorado Producers Ass'n.

UTAH

Cache Junction; West Cache Growers Warehouse; West Cache Growers, Inc.

Murray; Brookfield Elevator; Brookfield Products, Inc.

Richmond; Gilt Edge Flour Mills Warehouse; Gilt Edge Flour Mills, Inc.

VIRGINIA

Chesapeake; Cargill Norfolk Elevator; Cargill, Incorporated.

Norfolk; N. & W. Grain Elevator; Continental Grain Company.

Roanoke; City Mills Elevator; Roanoke City Mills, Incorporated.

WASHINGTON

Albion; Pullman Grain Growers Warehouse; Pullman Grain Growers, Inc.

Asotin; Lewiston Grain Growers Warehouse; Lewiston Grain Growers, Inc.

Centerville; Grain Growers Warehouse; Klickitat Valley Grain Growers, Inc.

Colfax; Colfax Grain Growers Warehouse; Colfax Grain Growers, Inc.

Connell; Connell Grain Growers Warehouse; Connell Grain Growers, Inc.

Dayton; Columbia County Grain Growers Warehouse; Columbia County Grain Growers, Inc.

Endicott; Wheat Growers of Endicott Warehouse; Wheat Growers of Endicott, Inc.

Fallon; Pullman Grain Growers Warehouse; Pullman Grain Growers, Inc.

Goldendale; Grain Growers Warehouse; Klickitat Valley Grain Growers, Inc.

Huntsville; Columbia County Grain Growers Warehouse; Columbia County Grain Growers, Inc.

Johnson (P.O. Star Route, Pullman); Johnson Union Warehouse; Johnson Union Warehouse Company.

Kahlotus; Kahlotus Cooperative Elevator; Kahlotus Cooperative Elevator Company.

McKay; The Touchet Valley Grain Growers Warehouse; The Touchet Valley Grain Growers, Inc.

Mockonema; Colfax Grain Growers Warehouse; Colfax Grain Growers, Inc.

Oakesdale; Oakesdale Grain Growers Warehouse; Oakesdale Grain Growers, Inc.

Pomeroy; Pomeroy Grain Growers Warehouse; Pomeroy Grain Growers, Inc.

Prescott; The Touchet Valley Grain Growers Warehouse; The Touchet Valley Grain Growers, Inc.

Pullman; Dumas Seed Company Warehouse; Dumas Seed Company.

Pullman; Pullman Grain Growers Warehouse; Pullman Grain Growers, Inc.

Rockford; Rockford Grain Growers Warehouse; Rockford Grain Growers, Inc.

Roosevelt; Farmers Warehouse & Commission Co.; Farmers Warehouse and Commission Company.

Starbuck; Columbia County Grain Growers Warehouse; Columbia County Grain Growers, Inc.

Thornton; Colfax Grain Growers Warehouse; Colfax Grain Growers, Inc.

Uniontown; Uniontown Co-Operative Warehouse; Uniontown Co-Operative Association.

Wattsburg; The Touchet Valley Grain Growers Warehouse; The Touchet Valley Grain Growers, Inc.

WISCONSIN

Green Bay; Strid Grain Company Elevator; T. A. Strid and Roland G. Strid, copartners trading as Strid Grain Company.

La Crosse; Cargill La Crosse Elevator; Cargill, Incorporated.

Superior; Great Northern Elevators S-X; ADM Grain Co.

Superior; Continental Elevator, Superior; Continental Grain Company.

Superior; Farmers Union Elevator; Farmers Union Grain Terminal Association.

Superior; M & O Elevators; M & O Elevators, Inc.

WYOMING

Egbert; Point of Rocks Elevator; Point of Rocks Elevators, Inc.

Beans

C. For the storage of beans:

COLORADO

Town, Warehouse, and Warehouseman

Dove Creek; Romer Warehouse; David L. Corlett and Jean R. Corlett, copartners, trading as Romer Mercantile and Grain Co.

Dove Creek; Dove Creek Bean & Elevator Co. Warehouse; Dove Creek Bean & Elevator Co.

Eaton; Co-Op Bean Warehouse; Agland Incorporated.

Fowler; Fowler Warehouse; Fowler Cooperative Association.

Olathe; Co-op Warehouse; The Olathe Potato Growers' Cooperative Association.

Roggen; Roggen Farmers Bean Warehouse; Roggen Farmer's Elevator Association.

Stratton; Co-op Elevator; The Stratton Equity Cooperative Company.

IDAHO

Filer; Idaho Bean and Elevator Warehouse; Idaho Bean & Elevator Co. of Twin Falls.

Hansen; L. W. Moore Warehouse; L. W. Moore.

Jerome; Marshall Warehouse; Marshall Warehouses, Inc.

Kendrick; Lewiston Grain Growers Warehouse; Lewiston Grain Growers, Inc.

Twin Falls; Idaho Bean and Elevator Warehouse; Idaho Bean & Elevator Co. of Twin Falls.

KANSAS

Leoti; Western Seed & Supply Warehouse; Charles R. Whitham, trading as Western Seed & Supply.

Marienthal; Webster Warehouse; Webster Seed and Supply Inc.

Ruleton (P.O. Goodland); Western Seed & Supply Warehouse; Charles R. Whitham, trading as Western Seed & Supply.

TEXAS

Texline; Texline Elevator; The Kearns Grain & Seed Co., Inc.

Sirup

D. For the storage of sirup:

CALIFORNIA

Town, Warehouse, and Warehouseman

Anaheim; Anaheim Warehouse; Sioux Honey Association, Cooperative.

Stockton; Valley Honey Warehouse; Valley Honey Cooperative.

FLORIDA

Umatilla; Umatilla Warehouse; Sioux Honey Association, Cooperative.

GEORGIA

Waycross; Waycross Warehouse; Sioux Honey Association, Cooperative.

IDAHO

Wendell; Sioux Honey Association Warehouse; Sioux Honey Association, Cooperative.

IOWA

Sioux City; Sioux Honey Association Warehouse; Sioux Honey Association, Cooperative.

TEXAS

Temple; Temple Honey Warehouse; Sioux Honey Association, Cooperative.

Wool

E. For the storage of wool:

Town, Warehouse, and Warehouseman

MISSOURI

North Kansas City; Midwest Wool Warehouse; Midwest Wool Marketing Cooperative.

OHIO

Columbus; Ohio Wool Warehouse; The Ohio Wool Growers Cooperative Association.

SOUTH CAROLINA

Greenville; Black Hawk Warehouse; The Black Hawk Corporation.

Cottonseed

F. For the storage of cottonseed:

Town, Warehouse, and Warehouseman

ALABAMA

Decatur; Tennessee Valley Cotton Oil Mills; Tennessee Valley Cotton Oil Mill.

ARKANSAS

Evadale (P.O. Wilson); Delta Products Warehouse; Delta Products Company.

Forrest City; Forrest City Cotton Oil Mill Warehouse; Forrest City Cotton Oil Mill, Inc.

Helena; Helena Cotton Oil Company's Warehouse; Helena Cotton Oil Company, Inc.

Osceola; Osceola Products Warehouse; Osceola Products Company.

LOUISIANA

West Monroe; Union Oil Mill Warehouse; The Union Oil Mill, Inc.

MISSISSIPPI

Crenshaw; Riverside Industries Warehouse; Riverside Industries, Inc.

Marks; Riverside Industries Warehouse; Riverside Industries, Inc.

Nuts

G. For the storage of nuts:

NORTH CAROLINA

Town, Warehouse, and Warehouseman

Lewiston; Lewiston Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

Murfreesboro; Revelle Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

Tarboro; Edgecombe Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

Williamston; Martin Bonded Warehouse; Warehouse Superintendent of the State of North Carolina.

List of Warehouses Canceled or Terminated Since December 31, 1970

Cotton

A. For the storage of cotton:

ARIZONA

Phoenix; Arizona Compress and Warehouse Company; Arizona Compress and Warehouse Company. Request of warehouseman.

ARKANSAS

Searcy; Federal Compress Warehouse; Federal Compress & Warehouse Company. Request of warehouseman.

Waldo; Waldo Bonded Warehouse; Waldo Bonded Warehouse Company. Warehouseman elected not to furnish bond.

GEORGIA

Athens; Gulf Atlantic Warehouse; Gulf Atlantic Warehouse Co. Request of warehouseman.

Atlanta; Palmer and Gibbons Bonded Warehouse; Erma W. Palmer and Mary P. Gibbons, copartners, trading as Palmer and Gibbons Bonded Warehouse Company. Request of warehouseman.

Augusta; Wienges & Company Warehouse; Wienges & Company. Warehouseman elected not to furnish bond.

Augusta; Lyon & Lyon Cotton Warehouse; Lyon, Lyon & Company, Inc. Request of warehouseman.

Cedartown; Cedartown Bonded Warehouse; Cedartown Cotton Warehouse Company. Request of warehouseman.

Donalsonville; Planters Products Company's Warehouse; Planters Products Company. Request of warehouseman.

Dublin; Dublin Bonded Warehouse; Cecil E. Carroll. Request of warehouseman.

Glennville; Tattnell Bonded Warehouse; Tattnell Bonded Warehouse, Inc. Request of warehouseman.

Moultrie; C. O. Smith Warehouse; Columbia Nitrogen Corporation. Warehouseman elected not to furnish bond.

Pineview; Pineview Bonded Warehouse; C. R. McLeod and Sons, Inc. Request of warehouseman.

Plains; Carter's Bonded Warehouse; James E. Carter, Jr. and Mrs. Lillian G. Carter, copartners, trading as Carter's Warehouse. Request of warehouseman.

Sandersville; Tarbutton Bonded Warehouse; Tarbutton Realty Company, Inc. Request of warehouseman.

Statesboro; Planters Cotton Warehouse; Planters Bonded Cotton Warehouse, Inc. Request of warehouseman.

Sylvania; Farmers Bonded Warehouse; J. P. Evans, David W. Reed, and H. A. Williams, Jr., copartners trading as Evans, Reed & Williams. Request of warehouseman.

Warrenton; Warrenton Bonded Warehouse; H. D. O'Neal. Warehouseman elected not to furnish bond.

Wrightsville; City Warehouse; T. L. Lovett and L. L. Lovett, Executors of the Estate of Mrs. E. A. Lovett, deceased, and Mrs. H. G. Hatcher, W. H. Lovett, W. E. Lovett and L. L. Lovett, partners d.b.a. City Warehouse. Warehouseman elected not to furnish bond.

LOUISIANA

Franklinton; Pearl River Warehouse; Willie S. Pettit. Request of warehouseman.

MISSISSIPPI

Magee; Cooperative Cotton Warehouse; Magee Cooperative (AAL). Request of warehouseman.

Newton; Newton Bonded Warehouse; Compress of Union. Request of warehouseman.

Shuqualak; Shuqualak Bonded Warehouse; Harrison Evans, an individual trading as E. F. Nunn & Company. Death of warehouseman.

Tylertown; Tylertown Compress Warehouse; The Kramertown Company Inc. Request of warehouseman.

West Point; Federal Compress Warehouse; Federal Compress & Warehouse Company. Request of warehouseman.

MISSOURI

Arbyrd; Arbyrd Compress Warehouse; Arbyrd Compress Company. Request of warehouseman.

NORTH CAROLINA

Butner; Hancock Bonded Warehouse, Butner Unit; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Candor; Candor Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Enfield; Halifax Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Gastonia; Gastonia Bonded Warehouse; Chavis Enterprises, Inc. Request of warehouseman.

Goldboro; Cotton Growers Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Laurel Hill; Laurel Hill Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Lumberton; National Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Pinetops; Pinetops Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Selma; Price Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Severn; Meherrin Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

Weldon; Jenkins Warehouse; Warehouse Superintendent of the State of North Carolina. Request of warehouseman.

SOUTH CAROLINA

Greenville; Merchants Cotton Warehouse; W. A. Austin. Warehouseman elected not to furnish bond.

Greenwood; Alliance Warehouse; Alliance Warehouse Co., Inc. Warehouseman elected not to furnish bond.

Hartsville; Hartsville Bonded Warehouse; G. S. Jones. Request of warehouseman.

North Charleston; Oakdene Compress Warehouse; Oakdene Compress and Warehouse Company. Request of warehouseman.

TEXAS

Brady; Brady Cotton Warehouse; Central Texas Compress Company. Request of warehouseman.

Grain

B. For the storage of grain:

ARKANSAS

North Little Rock; North Little Rock Rice Warehouse; The Arkansas Rice Growers Cooperative Association. Lease not renewed.

COLORADO

Burlington; Mueller-Reid Grain Elevator; Mueller-Reid Grain Co., Inc. Lease not renewed.

Stratton; Co-op Elevator; The Stratton Equity Cooperative Company. Warehouseman's request.

IDAHO

Buhl; Shields Warehouse; James H. Shields, Jr., James T. Shields and Jane Shields Redman, doing business as "Shields." Death of partner.

Twin Falls; Shields Warehouse; James H. Shields, Jr., James T. Shields and Jane Shields Redman, doing business as "Shields." Death of partner.

ILLINOIS

Argenta; Dewein Grain Company Argenta Elevator; Dewein Grain Company. Warehouse sold.

Atlanta; Atlanta Elevator; Forrest L. Douglas, trading as Douglas Co. Warehouseman's request.

Ballard Station; Ballard Elevator; Leonard Grain Co., Inc. Failed to furnish bond.

Chatsworth; Chatsworth and Stoddard Siding Warehouses; The Livingston of Chatsworth, Inc. Failed to furnish bond.

Chenoa; Chenoa Elevator; Leonard Grain Co., Inc. Failed to furnish bond.

Chicago; Calumet Elevators; ADM Grain Co. Warehouse sold.

Fithian; Fithian Elevator; Harold P. Izard, Kenneth W. Stotler and Howard A. Stotler, copartners, trading as Fithian Grain Company. Change of partnership.

Kenney; Kenney Elevator; Forrest L. Douglas, trading as Douglas Co. Warehouseman's request.

Lee; Schaefer Elevator; H. R. Schaefer Grain Co., Inc. Failed to furnish bond.

Mt. Auburn; Mt. Auburn Elevator; Blue Mound Grain and Fertilizer Co., Inc. Leased out warehouse.

Moweaqua; Moweaqua Elevator; Elocay, Inc. Discontinued business.

Paris; Paris Grain Warehouses; Paris Warehouses, Inc. Failed to furnish bond.

Savoy; Savoy Elevator; Savoy Grain Company. Relicensed as part of Savoy Grain Company, Tolono, Illinois.

Seymour; Farmers Grain Co. Elevator; Farmers Grain Co., of Seymour, Illinois. Warehouse sold.

Sheldon; Sheldon Export Elevator; Tide-water International Corporation Ltd. Leased out warehouse.

Sterling; Galt Site Elevator; Sterling-Rock Falls Co-operative Marketing Association. Warehouse sold.

Strawn; Strawn Warehouses; The Livingston of Chatsworth, Inc. Failed to furnish bond.

Union (P.O. Emden); Union Elevator; Forrest L. Douglas, trading as Douglas Co. Warehouseman's request.

Ware (R.R. # 2, Jonesboro); Ware Elevator; B. C. Christopher & Company, a limited partnership. Lease not renewed.

INDIANA

Boswell; Boswell Grain Elevator; Boswell Grain Elevator, Inc. Failed to furnish bond.

Brookston; Brookston Elevators; Brookston Elevators, Inc. Failed to furnish bond.

Noblesville; General Grain Elevator; General Grain, Inc. Warehouse sold.

Orleans; Orleans Grain Elevator; Orleans Grain, Inc. Failed to furnish bond.

Reynolds; Reynolds Elevator; National Grain Storage Inc. Leased out warehouse.

IOWA

Council Bluffs; Peavey Elevator; Peavey Company. Warehouse sold.

Fort Dodge; Cargill Fort Dodge Elevator; Cargill, Incorporated. Warehouse sold.

Osceola; Farmers Cooperative Association; Farmers Cooperative Association of Osceola. Failed to furnish bond.

Wightman (P.O. Lohrville); Farmers Elevator; Farmers Cooperative Company. Warehouse sold.

KANSAS

Alden; Alden Elevator; The Farmers Cooperative Union. Relicensed as part of The Farmers Cooperative Union, Sterling, Kansas.

Cimarron; Southwestern Grain Elevator; Southwestern Grain, Inc. Warehouse sold.

Coldwater; Farmers Elevator; The Protection Cooperative Supply Company. Relicensed as part of The Protection Cooperative Supply Company, Protection, Kansas.

Dodge City; Casterline Elevator; Casterline Grain & Seed, Inc. Warehouse sold.

Hardner; O. K. Elevators; The O. K. Co-operative Grain & Mercantile Company. Relicensed as part of The O. K. Co-operative Grain & Mercantile Company, Kiowa, Kansas.
Macksville; Farmers Co-op Assn. Elevator; Farmers Co-operative Association. Warehouseman's request.

LOUISIANA

Destrehan; Bunge Corporation Elevator; Bunge Corporation. Destroyed by explosion.
Tallulah; Omega Grain Co.; Omega River Export Terminal, Inc. Discontinued business.

MISSISSIPPI

Clarksdale; Clarksdale Grain Elevator; MFC Services (A.A.L.). Failed to furnish bond.

MISSOURI

Langdon; Langdon Elevator; Mildred Duval Bentley, Executrix of the Estate of Jay Temple Bentley, deceased, trading as Bentley Grain Company. Estate settled.

Osage City; Osage City Elevator; W. A. Rootes and Company. Warehouseman's request.

NEBRASKA

Cambridge; Urling Elevator; B. C. Christopher & Company, a limited partnership. Lease not renewed.

Durant; Richters Elevator; Elmer H. Richters, trading as Durant Grain Company. Warehouse sold.

Indianola; Urling Elevator; B. C. Christopher & Company, a limited partnership. Lease not renewed.

Jacinto (P.O. Dix); Point of Rocks Elevator; Point of Rocks Elevators, Inc. Warehouse sold.

Lincoln; Fairchild Division Elevator; Honeggers & Co., Inc. Warehouse sold.

Potter; Point of Rocks Elevator; Point of Rocks Elevators, Inc. Warehouse sold.

Red Willow (P.O. McCook); Urling Elevator; B. C. Christopher & Company, a limited partnership. Lease not renewed.

Staplehurst; Continental Elevator; Continental Grain Company. Warehouse sold.

Winnetoon; Allied Mills Elevator; Allied Mills, Inc. Warehouse closed.

NEW MEXICO

Texico; State Line Elevator; State Line Grain, Inc. Warehouse sold.

NORTH CAROLINA

Battleboro; E-B Grain Company, Inc. Warehouse Superintendent of the State of North Carolina. Warehouseman's request.

Camden; Wood Bonded Warehouse; Warehouse Superintendent of the State of North Carolina. Warehouseman's request.

Monroe; Producers Feed Mill Warehouse; Warehouse Superintendent of the State of North Carolina. Warehouseman's request.

Mooreville; Mooreville Grain Elevator; Warehouse Superintendent of the State of North Carolina. Warehouseman's request.

Newton Grove, R.F.D. 2; House Grain Elevators; Warehouse Superintendent of the State of North Carolina. Warehouseman's request.

Selma; Gurley Milling Co., Grain Elevator; Warehouse Superintendent of the State of North Carolina. Warehouseman's request.

OHIO

Arcanum; Continental Elevators; Continental Grain Company. Leased out warehouse.

OKLAHOMA

Homestead; Sooner Co-op Elevator; Sooner Cooperative, Incorporated. Relicensed as part of Sooner Cooperative, Incorporated, Okeene, Oklahoma.

OREGON

Lakeview; Interstate Cooperative Elevator; Interstate Cooperative. Warehouse sold.

Maupin; Blue Line Exchange Warehouse; Blue Line Exchange. Warehouse sold.

TEXAS

Bushland; Neely Elevator; H. T. Neely and Wm. K. Irwin, copartners, doing business as Neely Elevator. Warehouse sold.

Bushland; Neely Elevator; Wm. K. Irwin, DBA, Neely Elevator. Warehouse sold.

Farwell; Worley Grain Company Elevator; Worley Grain Co. (No Stockholder's Liability). Merger of corporations.

Frona; Santa Fe Elevator; Continental Grain Company. Lease not renewed.

Frisco; Frisco Elevator; Continental Grain Company. Lease not renewed.

Groom; Wheeler-Evans Elevator; Wheeler-Evans Grain, Inc. Merger of Corporations.

Plainview; Cargill Plainview Elevator; Cargill, Incorporated. Warehouse sold.

Tulia; Harvest Queen Elevators; L. R. Stringer. Lease not renewed.

WASHINGTON

Washtucna; Washtucna Grain Growers Warehouse; Washtucna Grain Growers, Inc. Failed to furnish bond.

Wool

C. For the storage of wool:

IDAHO

Nampa; Shields Warehouse; James H. Shields, Jr., James T. Shields and Jane Shields Redman, doing business as "Shields". Death of partner.

Beans

D. For the storage of beans:

IDAHO

Buhl; Shields Warehouse; James H. Shields, Jr., James T. Shields and Jane Shields Redman, doing business as "Shields." Death of partner.

Nampa; Shields Warehouse; James H. Shields, Jr., James T. Shields and Jane Shields Redman, doing business as "Shields." Death of partner.

Twin Falls; Shields Warehouse; James H. Shields, Jr., James T. Shields and Jane Shields Redman, doing business as "Shields." Death of partner.

Sirup

E. For the storage of sirup:

FLORIDA

Sunset Harbor (P.O. Summerfield); Sunset Harbor Warehouse; Sioux Honey Association, Cooperative. Warehouse sold.

Done at Washington, D.C., February 17, 1972.

JOHN C. BLUM,
Deputy Administrator,
Regulatory Programs.

[FR Doc.72-2667 Filed 2-22-72; 8:49 am]

PRICE COMMISSION BROKERAGE FEES

Fees Certified by Securities and Exchange Commission

Cost of Living Council regulations 6 CFR 101.34(i) exempts fees charged for the trading of securities on a securities exchange subject to the jurisdiction of the Securities and Exchange Commission, if the Securities and Exchange

Commission has certified that the fees are consistent with the objectives of the Economic Stabilization Program. The Securities and Exchange Commission has made such a certification, and the Price Commission has determined that the certification is sufficient.

The Price Commission is informed that it is not feasible for firms which trade securities to charge fees when securities are traded over-the-counter that differ from those charged when securities are traded on a securities exchange. The new fee schedule which the Securities and Exchange Commission has certified is designed to produce less revenues than did the fee schedule it will replace. Taking this into account, and having examined the new fee schedule proposed and the certification accompanying it, the Price Commission determines that fees charged for over-the-counter trading which do not exceed the fees which would be charged on the same kind of transaction on a securities exchange are in compliance with the Economic Stabilization Program.

Issued in Washington, D.C., on February 22, 1972.

C. JACKSON GRAYSON, Jr.,
Chairman, Price Commission.

[FR Doc.72-2774 Filed 2-22-72; 11:16 am]

DEPARTMENT OF LABOR

Manpower Administration EMERGENCY EMPLOYMENT ASSISTANCE

Notice of Determinations and Allocations

Listed below as required by section 6(d) of the Emergency Employment Act are the additional amounts which the Secretary of Labor has allocated pursuant to section 6 of the Act for the employment of eligible residents of the designated areas.

These funds are made available to Program Agents to provide jobs for residents of areas which have had unemployment rates of 6 percent or more for 3 consecutive months. Those Program Agents whose areas have unemployment of 6 percent or more are allocated funds for suballocation in accordance with standards set forth in 29 CFR 55.33, published in the FEDERAL REGISTER on October 5, 1971, 36 F.R. 19364. In the case of Program Agents for areas with less than 6 percent unemployment, the funds are allocated specifically to areas of high unemployment designated by the Secretary within the jurisdiction of the Program Agent.

These funds supplement allocations published in the FEDERAL REGISTER on October 8, 1971 (36 F.R. 19655-19658), and on January 13, 1972 (37 F.R. 560-561). They are in two groups, the first of which, consisting of \$4.8 million is to 28 Program Agents for expenditure in areas not previously identified as having 6 percent or more unemployment for 3 recent consecutive months. That allocation follows:

NOTICES

State, program agent, and subarea	Amount allocated (in thousands)		Allocation (in thousands)	State and Program Agent	Allocation (in thousands)
	Sub- areas	Program agents			
Arkansas		\$111.7	1,900	New Mexico	100
Balance of Arkansas (parts)		111.7		Albuquerque (parts)	100
Lee County	\$66.4			New York	2,950
Pope County	45.3			Rochester	1,500
California		661.9		Oneida County ¹	570
Riverside County ¹		222.7		Utica	460
San Bernardino County		248.2		Suffolk County ¹	200
Tulare County		191.0		Balance of New York (parts)	220
Delaware		109.0		Delaware	500
New Castle County (parts) ¹		109.0		Wilmington	500
De La Warr	79.5			District of Columbia	300
Middletown-Odessa section	29.5			Washington	300
Florida		743.2		Florida	200
Brevard County		186.9		Brevard County	100
Hialeah		115.8		Dade County (parts) ¹	100
Jacksonville (part)		85.0		Georgia	400
Poverty neighborhood	85.0			Columbus	400
Miami		355.5		Idaho	100
Georgia		141.8		Balance of Idaho (parts)	100
Atlanta (parts)		141.8		Indiana	500
Poverty Area 1	112.6			Gary	500
Poverty Area 2	29.2			Iowa	100
Hawaii		195.6		Waterloo	100
Honolulu (parts)		195.6		Kansas	700
Aiea-Waimalu	31.6			Wichita	700
Kaneohe-Kalama-Waimanalo	70.0			Kentucky	400
Northern Oahu	53.6			Louisville (parts)	300
Section of Waikiki	40.4			Balance of Kentucky (parts):	
Illinois		29.0		Bell County	50
Balance of Illinois (part)		29.0		Pike County	50
Saline County	29.0			Louisiana	300
Indiana		720.4		Lake Charles	300
Hammond		263.4		Maine	300
Lake County ¹		457.0		Balance of Maine	300
Kentucky		92.7		Maryland	300
Louisville (part)		25.6		Baltimore	200
Hazelwood	25.6			Washington County	100
Balance of Kentucky (part)		67.1		Massachusetts	1,700
Boyd County		67.1		Fall River	100
New Mexico		48.9		Lowell	300
Albuquerque (part)		48.9		Lynn	200
Valley area	48.9			New Bedford	200
New York		611.3		Quincy	100
Erie County ¹		611.3		Springfield	400
North Carolina		25.5		Balance of Massachusetts	400
Balance of North Carolina (part)		25.5		Mississippi	300
Macon County	25.5			Balance of Mississippi (parts)	300
Ohio		504.2		Missouri	300
Columbiana County (part)		32.4		St. Louis	300
East Liverpool	32.4			Montana	300
Lake County (part)		27.2		Balance of Montana	300
Mentor	27.2			Nebraska	300
Mahoning County ¹		191.5		Omaha (parts)	300
Trumbull County		253.1		Nevada	200
Pennsylvania		60.1		Clark County ¹	200
Allegheny County (parts)		60.1		New Hampshire	200
Clairton-Glassport section	30.6			Manchester (part)	100
Brackenridge-Tarentum section	29.5			Balance of New Hampshire (part)	100
South Carolina		48.4		New Mexico	100
Charleston County (part)		48.4		Cabell County	100
Noiset Creek	48.4			Wood County	100
Texas		632.8		Wisconsin	400
Arlington		110.0		Green Bay	100
Forth Worth		522.8		Milwaukee	300
Wisconsin		70.0			
Madison (part)		70.0			
East Side	70.0				
U.S. Total		4,806.5			

¹ Balance of county excluding program agent cities.
² Supplemental amount. Previous allocation for section of area only.

The second allocation in an amount totaling \$31 million was distributed as follows:

State and Program Agent	Allocation (in thousands)
Alabama	\$100
Huntsville (part)	100
Alaska	1,000
Greater Anchorage Area Burrough	400
Balance of Alaska	600
Arkansas	300
Sebastian County (part)	100
Balance of Arkansas (parts)	200
Colorado	300
Denver (part)	300

State and Program Agent	Allocation (in thousands)
Wyoming -----	100
Balance of State (part) -----	100
U.S. total -----	30,950

Signed at Washington, D.C., this 11th day of February 1971.

MALCOLM R. LOVELL, JR.,
Assistant Secretary
of Labor for Manpower.

[FR Doc.72-2567 Filed 2-22-72;8:45 am]

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF HEARINGS

FEBRUARY 17, 1972.

Cases assigned for hearing, postponement, cancellation, or oral argument appear below and will be published only once. This list contains prospective assignments only and does not include cases previously assigned hearing dates. The hearings will be on the issues as presently reflected in the Official Docket of the Commission. An attempt will be made to publish notices of cancellation of hearings as promptly as possible, but interested parties should take appropriate steps to insure that they are notified of cancellation or postponements of hearings in which they are interested.

MC 61592 Sub 239, Jenkins Truck Line, Inc., assigned for hearing May 1, 1972, at Chicago, Ill., in a hearing room to be later designated.

MC 116763 Sub 204, Carl Subler Trucking, Inc., assigned for hearing May 2, 1972, at Chicago, Ill., in a hearing room to be later designated.

MC 119531 Sub 152, Dieckbrader Express, Inc., assigned for hearing May 3, 1972, at Chicago, Ill., in a hearing room to be later designated.

MC 123639 Sub 144, J. B. Montgomery, now assigned March 2, 1972, at Omaha, Nebr., is postponed indefinitely.

FD 26706, Chicago, Kalamazoo and Saginaw Railway Co. and George P. Baker, Richard C. Bond, Jervis Langdon, Jr., and Willard Wirtz, Trustees of the Property of the Penn Central Transportation Co., Debtor, Abandonment Between Parchment and Richland Junction, Kalamazoo County, Mich., and FD 26706 Sub 1, Chicago, Kalamazoo and Saginaw Railway Co. and George P. Baker, Richard C. Bond, Jervis Langdon, Jr., and Willard Wirtz, Trustees of the Property of the Penn Central Transportation Co., Debtor, Abandonment Between Richland and Doster, Kalamazoo and Barry Counties, Mich., assigned for hearing May 4, 1972, at Kalamazoo, Mich., in a hearing room to be later designated.

FD 26859, Michigan Central Railroad Co. and George P. Baker, Richard C. Bond, Jervis Langdon, Jr., and Willard Wirtz, Trustees of the Property of Penn Central Transportation Co., Debtor, Abandonment Between Caro and Bach in Tuscola and Huron Counties, Mich., assigned for hearing May 11, 1972 at Bay City, Mich., in a hearing room to be later designated.

FD 26885, Chesapeake & Ohio Railway Co. Abandonment Between Village of Edmore and Village of Lakeview, in Montcalm County, Mich., assigned for hearing May 8, 1972, at Lakeview, Mich., in a hearing room to be later designated.

MC 105881 Subs 11, 19, 21, 23, 25, 26, 30, 32, 35, 40, 41, and 42, M.R. & R. Trucking, heard January 24, through February 4, 1972, at Tallahassee, Fla., has been continued to March 2, 1972, in the Downtown Holiday Inn, Panama City, Fla.

MC 115162 Sub 223, Poole Truck Line, Inc., now assigned February 22, 1972, at Boston, Mass., canceled and application dismissed. MC 124174 Sub 88, Momsen Trucking Co., now assigned March 2, 1972, at Columbus, Ohio, postponed indefinitely.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.72-2664 Filed 2-22-72;8:48 am]

FOURTH SECTION APPLICATION FOR RELIEF

FEBRUARY 17, 1972.

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. 42355—LCL class rates within western trunkline territory. Filed by Western Trunk Line Committee, agent (No. A-2656), for interested rail carriers. Rates on property moving on class rates in less-than-carload shipments weighing 10,000 pounds and under, between points in western trunkline territory.

Grounds for relief—Short-line distance formula and grouping.

Tariff—Supplement 57 to Western Trunk Line Committee, agent, tariff ICC A-4680. Rates are published to become effective on March 24, 1972.

By the Commission.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.72-2665 Filed 2-22-72;8:48 am]

CUMULATIVE LIST OF PARTS AFFECTED—FEBRUARY

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 February.

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2372 (see PLO 5158)	3058	51	2745	1130	2942
2761A (see Proc. 4102)	2417	53	2745	1131	2942
2929 (see Proc. 4102)	2417	501	2423	1132	2942
3140 (see Proc. 4102)	2417	502	2424	1133	2943
3967 (see Proc. 4102)	2417	701	2833	1134	2943
4102	2417	706	2491	1136	2943
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4104	2643	724	2745, 3422, 3507	1138	2944
4105	2831	726	2496	1427	3742
4106	2921	729	2645, 2765, 3629	1806	2879
4107	3165	795	3049	1822	3801
4108	3613	811	2659, 3629	1823	2879, 3172
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PART II



EMPLOYEE- MANAGEMENT RELATIONS COMMISSION

■

Employee-Management Relations

Notice of Proposed Rule Making

EMPLOYEE-MANAGEMENT RELATIONS COMMISSION

[22 CFR Ch. VIII]

[Docket No. SD-100]

EMPLOYEE-MANAGEMENT RELATIONS

Notice of Proposed Rule Making

Pursuant to sections 5(d) and 12(b) of Executive Order 11636 (36 F.R. 24901), notice is hereby given that the Employee-Management Relations Commission proposes to amend Title 22 of the Code of Federal Regulations by adding a new chapter as set forth below, in order to implement the duties delegated to the Employee-Management Relations Commission under the order. This chapter prescribes substance and procedures relating to unfair practices, representational matters, consultation matters, and standards of conduct for organizations.

Interested persons are invited to submit written comments, suggestions or objections regarding the proposed rule making to the Employee-Management Relations Commission, Board of the Foreign Service, Washington, D.C. 20520, within thirty (30) days after publication of this notice in the FEDERAL REGISTER. All written materials or suggestions submitted in response to this notice of proposed rule making will be available for public inspection at the public reading room, Department of State, 2201 C Street NW., Washington, DC, during regular business hours.

Chapter VIII—Employee-Management Relations Commission

1. The table of contents of Chapter VIII would read as follows:

Part

- 801 General.
- 802 Representation proceedings.
- 803 Unfair practice proceedings.
- 804 Standards of conduct.
- 805 Consultation proceedings.
- 806 Miscellaneous.

PART 801—GENERAL

Subpart A—Purpose and Scope

- Sec. 801.1 Purpose and scope.

Subpart B—Meanings of Terms as Used in This Chapter

- 801.10 Order.
- 801.11 Employee.
- 801.12 Foreign affairs agency, organization, Board, Secretary, Commission.
- 801.13 Recognition, unfair practices.
- 801.14 Standards of conduct for organizations.
- 801.15 Director.
- 801.16 Hearing Officer.
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- 801.18 Chief Hearing Examiner.
- 801.19 Party.
- 801.20 Intervenor.
- 801.21 Certification.
- 801.22 Secret ballot.
- 801.23 Showing of interest.

AUTHORITY: The provisions of this Part 801 issued under secs. 5, 12, E.O. 11636, 36 F.R. 24901.

Subpart A—Purpose and Scope

§ 801.1 Purpose and scope.

The regulations contained in this chapter prescribe procedures and basic principles which the Employee-Management Relations Commission shall utilize in:

- (a) Deciding questions relating to the eligibility of organizations for recognition under the order;
- (b) Supervising elections to determine whether an organization is the choice of a majority of the eligible voters in a foreign affairs agency as their exclusive representative, and certifying the results;
- (c) Effectuating the standards of conduct required for organizations by section 12 of the order;
- (d) Deciding complaints of alleged unfair practices, and alleged violations of the standards of conduct for organizations;
- (e) Deciding questions of whether an obligation to consult exists under section 8 of the order with respect to particular issues.

Subpart B—Meanings of Terms as Used in This Chapter

§ 801.10 Order.

"Order" means Executive Order 11636, entitled "Employee Management Relations in the Foreign Service of the United States."

§ 801.11 Employee.

"Employee" has the meaning set forth in section 2 of the order, but does not include any management official or confidential employee as defined in section 2 of the order, unless otherwise specified.

§ 801.12 Foreign affairs agency, organization, Board, Secretary, Commission.

"Foreign affairs agency," "organization," "Board," "Secretary," and "Commission" have the meanings set forth in section 2 of the order.

§ 801.13 Recognition, unfair practices.

"Recognition" and "unfair practices" have the meanings as set forth in sections 7 and 13, respectively, of the order.

§ 801.14 Standards of conduct for organizations.

"Standards of conduct for organizations" shall have the meaning as set forth in section 12 of the order, as amplified in Part 804 of this chapter.

§ 801.15 Director.

"Director" means the Director of the Office of Labor-Management and Welfare-Pension Reports.

§ 801.16 Hearing Officer.

"Hearing Officer" means the individual designated by the Commission to conduct a hearing involving a question concerning representation matters as may be assigned.

§ 801.17 Hearing Examiner.

"Hearing Examiner" means the Chief Hearing Examiner or an individual designated by the Chief Hearing Examiner to conduct a hearing in cases under

sections 12 and 13 of the order and such other matters as may be assigned.

§ 801.18 Chief Hearing Examiner.

"Chief Hearing Examiner" means the Chief Hearing Examiner, Department of Labor, Washington, D.C. 20210.

§ 801.19 Party.

"Party" means any person, employee, group of employees, organization, or foreign affairs agency: (a) Filing a complaint, petition, request, or application; (b) named in a complaint, petition, request or application; or (c) whose intervention in a proceeding has been permitted or directed by the Commission, Director, Hearing Officer, Chief Hearing Examiner, or Hearing Examiner, as the case may be.

§ 801.20 Intervenor.

"Intervenor" means a party in a proceeding whose intervention has been permitted or directed by the Commission, Director, Hearing Officer, Chief Hearing Examiner, or Hearing Examiner, as the case may be.

§ 801.21 Certification.

"Certification" means the determination by the Commission, of the results of an election held under the order and the regulations in this chapter.

§ 801.22 Secret ballot.

"Secret ballot" means the expression by ballot, voting machine or otherwise, but in no event by proxy of a choice with respect to any election or vote taken upon any matter, which is cast in such a manner that the person expressing such choice cannot be identified with the choice expressed, except in that instance in which any determinative challenged ballot is opened or where a unanimous ballot discloses the intent of all voters.

§ 801.23 Showing of interest.

"Showing of interest" means employees' signed and dated authorization cards or petitions authorizing an organization to represent them for purposes of exclusive recognition; executed allotment of dues forms; current certification; employees' signed and dated petitions or cards indicating that they no longer desire to be represented for the purposes of exclusive recognition by the currently certified organization or other evidence approved by the Commission.

PART 802—REPRESENTATION PROCEEDINGS

- Sec. 802.1 Who may file petitions.
- 802.2 Contents of petition; filing and service of petition; challenges to petition.
- 802.3 Timeliness of petition.
- 802.4 Effect of certification.
- 802.5 Investigation and notice of petition.
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- 802.8 Agreement for consent election.
- 802.9 Notice of hearing.
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802.13	Duties and powers of the Hearing Officer.
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802.15	Filing of briefs.
802.16	Transfer of case to Commission; contents of record.
802.17	Decision.
802.18	Election procedure.
802.19	Challenged ballots.
802.20	Tally of ballots.
802.21	Certifications; objections to election; determination on objections and challenged ballots.
802.22	Runoff elections.
802.23	Inconclusive elections.

AUTHORITY: The provisions of this Part 802 issued under sec. 5, E.O. 11636, 36 F.R. 24901.

§ 802.1 Who may file petitions.

(a) A petition for exclusive recognition may be filed by an organization requesting an election to determine whether it should be recognized as the exclusive representative of employees of a foreign affairs agency or should replace another organization as the exclusive representative of such employees.

(b) A petition for an election to determine if an organization should cease to be the exclusive representative because it does not represent a majority of employees of a foreign affairs agency may be filed by a foreign affairs agency or by any employee(s) or any individual acting on their behalf.

§ 802.2 Contents of petition, filing and service of petition; challenges to petition.

(a) *Petition for exclusive recognition.* A petition by an organization for exclusive recognition shall contain the following:

(1) The name of the foreign affairs agency, its address, and the person to contact, title, and telephone number, if known.

(2) Name, address, and telephone number of the certified representative, if any, and the date of its certification, if known to the petitioner;

(3) Names, addresses, and telephone numbers of any other interested organizations, if known to the petitioner;

(4) Name and affiliation, if any, of the petitioner and its address and telephone number;

(5) A statement that the petitioner has submitted to the Commission a current roster of its officers and representatives, a copy of its constitution and by-laws and a statement of its objectives;

(6) A declaration by the person signing the petition, under the penalties of the Criminal Code (18 U.S.C. 1001) that its contents are true and correct to the best of his knowledge and belief;

(7) The signature of the petitioner's representative, including title and telephone number;

(8) The petition shall be accompanied by a showing of interest of not less than twenty-five (25) percent of the employees of a foreign affairs agency and an alphabetical list of names constituting such showing;

(9) A statement that the petitioner is in full compliance with the requirements

of the order and the regulations under this chapter.

(b) *Petition for an election to determine if an organization should cease to be the exclusive representative.* (1) A petition by a foreign affairs agency shall contain the information set forth in paragraph (a) of this section, except paragraph (a) (5), (8), and (9) of this section, and a statement that the foreign affairs agency has a good faith doubt that the currently certified organization represents a majority of its employees. Such a statement must contain a detailed explanation of the reasons supporting the good faith doubt;

(2) A petition by employees or an individual acting on behalf of employees shall contain the information set forth in paragraph (a) of this section, except paragraph (a) (5), (8), and (9) of this section, and it shall be accompanied by a showing of interest of not less than twenty-five (25) percent of the employees indicating that the employees of the foreign affairs agency no longer desire to be represented for the purpose of exclusive recognition by the currently certified organization and an alphabetical list of names constituting such showing.

(c) *Filing and service of petition and copies.* (1) An original and four copies of a petition shall be filed with the Commission.

(2) The petitioner shall supply with its petition two (2) copies of a statement of any other relevant facts and of all correspondence relating to the question concerning representation.

(3) Simultaneously with the filing of a petition, copies of the petition together with the attachments referred to in subparagraph (2) of this paragraph shall be served by the petitioner on all known interested parties, and a written statement of such services shall be filed with the Commission. The showing of interest submitted with the petition shall not be furnished to the foreign affairs agency or to any of the organizations listed in the petition.

(d) *Adequacy and validity of showing of interest.* The Commission shall determine the adequacy of the showing of interest administratively, and such decision shall be final and not subject to collateral attack at a representation hearing. Any party challenging the validity of showing of interest of the petitioner or of an intervenor must file its challenge with the Commission, with respect to the petitioner, within fifteen (15) days after the initial date of posting and dispatch of the notice of petition as provided in § 802.5(b) and with respect to any intervenor, within fifteen (15) days of service of a copy of the request for intervention, and support the challenge with evidence including signed statements of employees and any other written evidence. The Commission shall investigate the challenge and take such action as it deems appropriate.

(e) *Challenge to status of an organization.* Any party challenging the status of an organization under the order must file its challenge with the Commission and support the challenge with evidence.

With respect to the petitioner, such a challenge must be filed within fifteen (15) days after the initial date of posting and despatch of the notice of petition as provided in § 802.3(b) and with respect to an intervenor within fifteen (15) days of service of a copy of the request for intervention. The Commission shall investigate the challenge and take such action as it deems appropriate.

§ 802.3 Timeliness of petition.

(a) When there is no certified exclusive representative of the employees, a petition will be considered timely filed provided the petition is not for a foreign affairs agency in which a valid election has been held within the preceding twelve (12) month period.

(b) A petition for exclusive recognition or other election petition will not be considered timely if filed within two (2) years after a valid certification has come into effect unless unusual circumstances exist which will substantially affect the voting unit or the majority representation.

(c) A petitioner who withdraws a petition after the issuance of a notice of hearing and before the close of the hearing, or after the approval of an agreement for a consent election, shall be barred from filing another petition for six (6) months, unless a withdrawal request has been received by the Commission not later than three (3) days before the date of the hearing.

§ 802.4 Effect of certification.

When a secret ballot election has resulted in the certification of an exclusive representative for the eligible employees in a foreign affairs agency, such certification shall remain valid for a period of not less than 2 years, unless such certification is earlier revoked for proper cause by the Commission. After the expiration of 2 years following the effective date of a certification, such certification shall remain in effect until (a) successfully challenged by a timely petition and election, or (b) revoked for proper cause by the Commission.

§ 802.5 Investigation and notice of petition.

(a) Upon the filing of a petition the Commission shall make such investigation as it deems necessary.

(b) Upon the request of the Commission, after the filing of a petition, the foreign affairs agency shall post at its headquarters copies of a notice to all employees in places where notices are normally posted affecting the employees of the agency. In addition, the foreign affairs agency shall, simultaneously with the date of posting, despatch telegraphic notice of the petition to Foreign Service posts abroad for the information of the agency's employees at such posts.

(c) Such notice shall set forth: (1) The name of the petitioner and (2) a statement that all interested parties are to advise the Commission in writing of their interest within fifteen (15) days from the date of initial posting and dispatch of such notice.

(d) The posted notice shall remain posted for a period of fifteen (15) days. The notice shall be posted conspicuously and shall not be covered by other material, altered, or defaced.

(e) The foreign affairs agency shall furnish the Commission and all known interested parties with the following: (1) Name, address, and telephone number of any organization known to represent the employees; (2) a copy of all relevant correspondence; (3) a copy of a current certification, if any, covering the employees of the foreign affairs agency; (4) a current alphabetized list of employees, their rank and positions of assignment; and (5) a separate, current alphabetized list of management officials and confidential employees, their rank and positions of assignment.

(f) Within twenty (20) days following the receipt of a copy of the petition, unless an extension of time has been granted by the Commission, the foreign affairs agency shall file a response thereto with the Commission raising any matter which is relevant to the petition. A copy of such response shall be served simultaneously on the parties and a statement of such service shall be filed with the Commission.

(g) The Commission shall take appropriate measures which, among other things, may consist of one of the following: (1) The approval of a withdrawal request; (2) the dismissal of the petition; (3) direction of an election; or (4) the issuance of a notice of hearing.

§ 802.6 Intervention.

(a) Subject to the provisions of paragraph (b) of this section and § 802.7(b), an organization will be permitted to intervene as a matter of right in any proceeding pursuant to this part if it has submitted a showing of interest of five (5) percent or more of the employees of the foreign affairs agency together with an alphabetical list of names constituting such showing. Intervention by any other party which does not submit such a showing of interest shall be at the discretion of the Commission.

(b) No organization may participate in any representation proceeding unless it has notified the Commission in writing, accompanied by its showing of interest as specified in paragraph (a) of this section of its desire to intervene within fifteen (15) days after the initial posting and despatch of the notice of petition as provided in § 802.5

(b) unless good cause is shown for extending the period. Simultaneously with the filing of a request for intervention, copies of such request, excluding the showing of interest, shall be served on all known interested parties, and a written statement of such service shall be filed with the Commission.

(c) Any organization intervening must supply a statement to the Commission that it is in full compliance with the order and these regulations and that it has submitted to the foreign affairs agency a current roster of its officers and representatives, a copy of its constitution and bylaws and a statement of its objectives.

§ 802.7 Withdrawal, dismissal, or deferral of petitions; consolidation of cases; denial of intervention.

(a) If the Commission determines after an investigation that the petition has not been filed timely, the petitioner has not made a sufficient showing of interest, the petition is not otherwise actionable, or an intervention is not appropriate, it may request the petitioner or intervenor to withdraw the petition or the intervention or, in the absence of such withdrawal within a reasonable period of time, it may dismiss the petition or deny the request for intervention.

(b) If the Commission determines, after investigation, that a valid issue has been raised by a challenge under § 802.2 (d) or (e), it may take such action as it deems appropriate including a request to the petitioner to withdraw the petition, dismissal of the petition, denial of the request for intervention, deferral of action upon the petition or request for intervention until such time as those issues have been resolved pursuant to this part, or consolidation of such issues with the representation matter for resolution of all issues.

(c) If the Commission dismisses the petition or denies the request for intervention, it shall furnish the petitioner or the party requesting intervention with a written statement of the grounds for the dismissal or the denial, sending a copy of such statement to the foreign affairs agency, and to any other parties as appropriate.

§ 802.8 Agreement for consent election.

(a) Subsequent to the filing of a petition and after expiration of the fifteen (15) day posting period of the notice of petition as provided in § 802.5(d), the foreign affairs agency, petitioner and any intervenors who have complied with the requirements set forth in § 802.6, and paragraph (d) of this section may agree that a secret ballot election shall be conducted and such agreement in a form approved by the Commission, shall be filed with the Commission. Any qualified intervenor who refuses to sign an agreement for a consent election may express his objections to the agreement in writing to the Commission. The Commission, after careful consideration of the agreement and of such objections, if any, may approve the agreement or take such other action as it deems appropriate. If the Commission approves the agreement, the election shall be conducted by the foreign affairs agency, under the supervision of the Commission in accordance with § 802.18 to determine whether the employees desire to be represented for purposes of exclusive recognition by any or none of the organizations involved.

(b) The parties shall agree on the eligibility period for employee participation in the election, the dates of the election, the designations on the ballot and other related election procedures.

(c) In the event that the parties cannot agree on the matters contained in paragraph (b) of this section, the Commission shall decide these matters.

(d) All parties desiring to participate in an election being conducted pursuant to this section, or § 802.17, including intervening organizations which have met the requirements of § 802.6, must sign an agreement providing for such an election in a form prescribed by the Commission.

§ 802.9 Notice of hearing.

The Commission may issue a notice of hearing to resolve any questions relating to the representation matter. A notice of hearing providing for at least ten (10) days notice, except in unusual circumstances, shall be served on all interested parties and shall include:

(a) A statement of the time, place, and nature of the hearing;

(b) The name of the foreign affairs agency, petitioner and intervenors, if any;

(c) A statement of the authority and jurisdiction under which the hearing is to be held.

§ 802.10 Conduct of hearing.

(a) The Commission, in its sole discretion and on its own motion, may sit en banc and conduct the hearing. Where the Commission hears the case sitting en banc, it will issue a decision on the record in the case after the close of the hearing. The Commission in such cases will have all the powers of a Hearing Officer and will advise the parties (notwithstanding § 802.15) whether briefs will be permitted. If the Commission does not elect to sit en banc, it shall designate a Hearing Officer.

(b) Hearings shall be open to the public unless otherwise ordered by the Hearing Officer for good cause, stated in writing, and made a part of the record. When requested to do so by the head of the foreign affairs agency, the Commission shall direct that the hearing be conducted as a closed hearing, in whole or in part, in order to prevent the disclosure of information that would be injurious to the national security or foreign policy. At any time another Hearing Officer may be substituted for the Hearing Officer previously presiding. It shall be the duty of the Hearing Officer to inquire fully into all matters in issue and the Hearing Officer shall obtain a full and complete record upon which the Commission can make an appropriate decision.

(c) An official reporter shall make the only official transcript of such proceedings. Copies of the official transcript will not be provided to the parties but may be purchased by arrangement with the official reporter or arrangements may be made with the Commission to examine the transcript during normal working hours.

(d) Hearings under this section are considered investigatory and not adversary. Their purpose is to develop a full and complete factual record. The rules of relevancy and materiality are paramount; there are no burdens of proof and the technical rules of evidence do not apply.

§ 802.11 Motions.

(a) All motions shall be in writing, or, if made at the hearing may be stated orally on the record and shall state briefly the order or relief sought and the grounds for such motion. An original and two copies of written motions shall be filed and a copy thereof simultaneously shall be served on the other parties to the proceedings. Motions made prior to the hearing shall be filed with the Commission, and motions made during the hearing shall be filed with the Hearing Officer. After the transfer of the case to the Commission, except as otherwise provided, all motions shall be filed with the Commission. Other parties may file responses to such motions within five (5) days of service. The Commission may rule upon all motions filed with it causing a copy of said ruling to be served on the parties, or it may refer the motion to the Hearing Officer. The Hearing Officer shall rule, either orally on the record or in writing, upon all motions filed at the hearing or referred to him as hereinabove provided, except that all motions to dismiss petitions shall be referred for appropriate action at such time as the record is considered by the Commission.

(b) Motions to intervene will not be entertained by the Hearing Officer.

(c) All motions, rulings and orders shall become a part of the record. Rulings by the Hearing Officer shall be considered by the Commission when the case is transferred to it for decision.

(d) The right to make motions or to make objections to rulings on motions shall not be deemed waived by participation in the proceeding.

§ 802.12 Rights of the parties.

(a) Any party shall have the right to appear at any hearing in person, by counsel, or by other representative, and any party shall have power to examine and cross-examine witnesses and to introduce into the record documentary and other evidence. Two (2) copies of documentary evidence shall be submitted and a copy furnished simultaneously to the other parties. Stipulations of fact may be introduced in evidence with respect to any issue.

(b) Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing.

§ 802.13 Duties and powers of the Hearing Officer.

It shall be the duty of the Hearing Officer to inquire fully into the facts as they relate to the matters presented. With respect to cases assigned to the Hearing Officer between the time he or she is designated and the transfer of the case to the Commission, the Hearing Officer shall have the authority to:

(a) Grant requests for appearance of witnesses or production of records;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Take or cause depositions to be taken whenever the ends of justice would be served thereby;

(d) Limit lines of questioning or testimony which are immaterial, irrelevant, customarily privileged, or unduly repetitious;

(e) Regulate the course of the hearing and, if appropriate, exclude from the hearing persons who engage in misconduct;

(f) Strike all related testimony of witnesses refusing to answer any questions ruled to be proper;

(g) Hold conferences for the settlement or simplification of the issues by consent of the parties or upon his or her own motion;

(h) Dispose of procedural requests, motions, or similar matters which shall be made part of the record of the proceeding, including motions referred to the Hearing Officer by the Commission and motions to amend petitions;

(i) Examine and cross-examine witnesses and to introduce into the record documentary or other evidence;

(j) Request the parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof;

(k) Continue the hearing from day-to-day, or adjourn it to a later date or to a different place, by announcement thereof at the hearing or by other appropriate notice;

(l) Correct or approve proposed corrections of the official transcript, when deemed necessary;

(m) Take any other action necessary under the foregoing and not prohibited by these regulations.

§ 802.14 Objections to conduct of hearing.

Any objection to the introduction of evidence may be stated orally or in writing and shall be accompanied by a short statement of the grounds of such objection, and included in the record. No such objection shall be deemed waived by further participation in the hearing. Automatic exception will be allowed to all adverse rulings.

§ 802.15 Filing of briefs.

(a) Any party desiring to file a brief with the Commission shall file the original and two (2) copies within fourteen (14) days after the close of the hearing: *Provided, however*, That prior to the close of the hearing and for good cause, the Hearing Officer may allow time not to exceed fourteen (14) additional days for the filing of briefs with the Commission. Copies thereof shall be served simultaneously on all other parties to the proceeding. No reply brief may be filed except by special permission of the Commission.

(b) Requests for additional time in which to file a brief under authority of this section not addressed to the Hearing Officer during the hearing shall be made to the Commission in writing, and copies thereof shall be served simultaneously on the other parties, and a statement of such service shall be filed with the Commission. Requests for extension of time under this subsection shall be in writing and received not later than three (3) days before the date such briefs are due.

§ 802.16 Transfer of case to the Commission; contents of record.

Upon the close of the hearing the case is transferred automatically to the Commission. The record of the proceeding shall include the petition, notice of hearing, service sheet, motions, rulings, orders, official transcript of the hearing with any corrections thereto, stipulations, objections, depositions, exhibits, documentary evidence, and any briefs or other documents submitted by the parties.

§ 802.17 Decision.

The Commission will issue a decision directing an election or dismissing the petition, or making other disposition of the matters before it.

§ 802.18 Election procedure.

This section governs all elections conducted under the supervision of the Commission, pursuant to § 802.8 or § 802.17.

(a) Appropriate notices of election shall be posted by the foreign affairs agency. Such notices shall set forth the details and procedures for the election, the eligibility period, the date(s) of the election, and shall contain a sample ballot.

(b) The reproduction of any document purporting to be a copy of the official ballot, other than one completely unaltered in form and content and clearly marked "sample" on its face, which suggests either directly or indirectly to employees that the Commission endorses a particular choice, may constitute grounds for setting aside an election upon objections properly filed.

(c) All elections shall be by secret ballot. An exclusive representative shall be chosen by a majority of the valid ballots cast.

(d) Whenever two or more organizations are included as choices in an election, any intervening organization may request, in writing, the Commission to remove its name from the ballot. The request must be received not later than ten (10) days after the decision and direction of the election or the Commission's notification of approval of agreement for an election. Such request shall be subject to the approval of the Commission, whose decision shall be final: *Provided, however*, That in a proceeding involving a petition filed under § 802.2

(b) an organization currently certified may not have its name removed from the ballot without giving the aforementioned notice in writing to all parties and the Commission, disclaiming any representation interest among the employees.

§ 802.19 Challenged ballots.

A representative of any organization on the ballot, of the foreign affairs agency, or of the Commission may challenge, for good cause, the eligibility of any person to vote in the election. The ballots of such challenged persons shall be impounded.

§ 802.20 Tally of ballots.

Upon the conclusion of the election, the Commission shall furnish to the parties a tally of ballots.

§ 802.21 Certifications; objections to election; determination on objections and challenged ballots.

(a) The Commission shall issue to the parties a certification of the results of the election, or a certification of representative, where appropriate: *Provided*, That no objections are filed within the time limit set forth below; the challenged ballots are insufficient in number to affect the results of the election; and no runoff or rerun election is to be held.

(b) Within five (5) days after the tally of ballots has been furnished, or proffered when service has been refused, any party may file with the Commission an original and four (4) copies of objections to the procedural conduct of the election, or to conduct which may have improperly affected the results of the election, supported by a clear and concise statement of the reason therefor. Such filing must be timely whether or not the challenged ballots are sufficient in number to affect the results of the election. Within ten (10) days of the filing of the objections, unless an extension of time has been granted by the Commission, the objecting party shall furnish the Commission with evidence, which may include but shall not be limited to signed statements, documentary evidence, and other materials supporting the objections. The objecting party shall bear the burden of proof at all stages of the proceedings, regarding all matters alleged in its objections. Simultaneously with the filing of such objections, together with the evidence in support thereof, copies of such objections and of the supporting evidence shall be served on the other parties by the party filing them, and a statement of such service shall be filed with the Commission.

(c) If objections are filed, or if the challenged ballots are sufficient in number to affect the results of the election, the Commission shall cause to be investigated the objections or challenges, or both.

(d) When the Commission determines that no relevant issue of fact exists, it (1) shall find whether improper conduct occurred of such a nature as to warrant the setting aside of the election and, if so, shall set aside the election, or (2) shall rule on determinative challenges to ballots, if any, or both. The Commission shall serve simultaneously any such findings upon all parties to the proceeding and shall state therein any additional pertinent matters such as its decision to rerun the election or count ballots at a specified date, time, and place, and shall issue a revised tally of ballots.

(e) Where it appears to the Commission that the objections or challenged ballots raise any relevant question of fact which may have affected the results of the election, the Commission shall issue a notice of hearing specifying either that it will conduct the hearing in accordance with § 803.10(a) of this chapter or that a Hearing Examiner, designated by the Chief Hearing Examiner, will take evidence, make factual findings and recommendations with respect to the objections and/or challenged

ballots, and report these findings and recommendations to the Commission and the parties. Such proceedings shall be conducted in accordance with §§ 803.10 through 803.24 of this chapter.

(f) The Commission shall decide whether to adopt or modify the Hearing Examiner's recommendations. In accord with the Commission's final determinations, it shall issue a certification of the results of the election, certification of representative, or a decision setting aside the election or directing the opening and counting of challenged ballots, whichever is appropriate.

§ 802.22 Runoff elections.

(a) The foreign affairs agency shall conduct a runoff election under supervision of the Commission when an election in which the ballot provided for not less than three (3) choices (i.e., at least two representatives and "neither" or "none") results in no choice receiving a majority of the valid ballots cast, and any objections which had been filed have been disposed of, and any challenged ballots have been disposed of or are not sufficient in number to affect the results of the election, as provided herein. Only one runoff election shall be held pursuant to this section.

(b) Employees who were eligible to vote in the original election and who also are in an eligible category on the date of the runoff election shall be eligible to vote in the runoff election.

(c) The ballot in the runoff election shall provide for a selection between the two choices receiving the largest and second largest number of votes.

§ 802.23 Inconclusive elections.

(a) An inconclusive election is one in which none of the choices on the ballot has received a majority of the valid ballots cast and § 803.22 of this chapter is not applicable. If there are no challenged ballots that would affect the results of the election, the Commission may declare the election a nullity and may order another election, providing for a selection from among the choices afforded in the previous ballot in the following situations:

(1) The ballot provided for a choice among two or more representatives and "neither" or "none," and the votes are equally divided among the several choices;

(2) The number of ballots cast for one choice in an election is equal to the number cast for another choice but less than the number cast for the third choice; or

(3) The runoff ballot provides for a choice between two representatives and the votes are equally divided.

(b) Only one further election pursuant to this section may be held.

PART 803—UNFAIR PRACTICE PROCEEDINGS

Sec.	
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AUTHORITY: The provisions of this Part 803 issued under sec. 5 E.O. 11636, 36 F.R. 24901.

§ 803.1 Who may file complaints.

A complaint that a foreign affairs agency or an organization has engaged in any act prohibited under section 13 of the order or has failed to take any action required by the order, may be filed by an employee, a foreign affairs agency, or an organization.

§ 803.2 Action to be taken before filing a complaint with the Commission.

(a) Any charge of an alleged unfair practice must be in writing and shall be filed directly with the party or parties against whom the charge is directed, hereinafter referred to as the respondent(s), within six (6) months of the occurrence of the alleged unfair practice, except as otherwise provided in § 805.12 of this chapter. The charge shall contain a clear and concise statement of the facts constituting the alleged unfair practice, including the time and place of occurrence of the particular acts. The alleged unfair practice shall be investigated by the parties involved and informal attempts to resolve the matter shall be made by the parties. If informal attempts are unsuccessful in disposing of the matter within thirty (30) days, a party may file a complaint requesting the Commission to issue a decision in the matter: *Provided, however*, That if a final decision by the respondent is served on the charging party, the charging party may file a complaint immediately thereafter but in no event later than sixty (60) days from the date of service of the respondent's written final decision on the charging party: *Provided, further*, That to be considered timely a complaint to the Commission shall be filed within nine (9) months of the occurrence of the alleged unfair practice or within sixty (60) days of the service of the written final decision on the

charging party, whichever is the shorter period of time.

(b) The thirty (30) day charge period as required under paragraph (a) of this section shall not be applicable to allegations of violations of section 13(b)(4) of the order. In such a situation, a complaint may be filed immediately with the Commission.

(c) In complaints alleging violations of section 13(b)(4), the Commission shall conduct a priority investigation.

§ 803.3 Contents of the complaint and supporting documents.

(a) A complaint alleging a violation of section 13 of the order shall contain the following:

(1) The name, address, and telephone number of the employee, foreign affairs agency, or organization making the complaint (hereinafter referred to as the complainant);

(2) The name, address, and telephone number of the foreign affairs agency or organization against whom the complaint is made;

(3) A clear and concise statement of the facts constituting the alleged unfair practice, including the time and place of occurrence of the particular acts, the names and addresses of the individuals involved, and a statement of the section and subsection of the order alleged to have been violated;

(4) A statement of any other procedure invoked involving the subject matter of the complaint and the results, if any;

(5) A declaration by the person signing the complaint, under the penalties of the Criminal Code (18 U.S.C. 1001), that its contents are true and correct to the best of his or her knowledge and belief.

(b) The entire report of investigation by the complainant, pursuant to § 803.2, including, among other things, the pre-complaint charge, copies of relevant correspondence, other written materials, statements of witnesses, summaries of meetings and discussions, offers of settlement by the respondent and settlement proposals advanced by the complainant, shall be filed with the complaint.

§ 803.4 Filing and service of copies.

(a) An original and four copies of a complaint and two (2) copies of the entire report of investigation shall be filed with the Commission.

(b) Simultaneously with the filing of a complaint and the complainant's report of investigation, copies of each shall be served by the complainant on the respondent, and a written statement of such service shall be filed with the Commission.

§ 803.5 Investigation of the complaint; stipulation of facts.

(a) Within fifteen (15) days following the service of a copy of the complaint, unless an extension of time has been granted by the Commission, the respondent shall file a response thereto, including the entire report of its investigation, raising any matter which is relevant to

the complaint. The response shall be filed with the Commission and copies thereof shall be served simultaneously on the other parties. Upon the filing of a complaint the Commission shall cause such additional investigation to be made as it deems necessary.

(b) The parties may submit to the Commission a stipulation of facts and their request for a decision by the Commission without a hearing.

(c) The complainant shall bear the burden of proof at all stages of the proceedings regarding matters alleged in its complaint.

§ 803.6 Preliminary action by the Commission.

(a) The Commission shall take appropriate measures which may consist of the approval of a withdrawal request or dismissal of the complaint, approval of a satisfactory offer of settlement made any time prior to the close of a hearing, if any, approval of a stipulation of facts pursuant to § 803.5(b), or the issuance of a notice of hearing.

(b) In cases involving complaints alleging a violation of section 13(b)(4) of the order, if the Commission determines, based upon the evidence adduced, that a reasonable basis for a complaint exists and no satisfactory offer of settlement has been made, it shall issue an expedited notice of hearing. The complainant shall bear the burden of proof at the hearing.

(c) Cases involving complaints alleging violations of section 13(a)(2) of the order shall be given priority over all other unfair practice cases except cases of like character and cases under paragraph (b) of this section.

§ 803.7 Withdrawal or dismissal of complaint.

(a) If the Commission determines that the complaint has not been timely filed, that a reasonable basis for the complaint has not been established, that a satisfactory offer of settlement has been made, or for other appropriate reasons, it may request the complainant to withdraw the complaint and in the absence of such withdrawal within a reasonable time, it may dismiss the complaint.

(b) If the Commission dismisses the complaint, it shall furnish the complainant with a written statement of the grounds for dismissal, sending a copy of the statement to the respondent. If the dismissal is based on approval of an offer of settlement which is satisfactory to the Commission, such statement shall set forth the terms of settlement and the implementation thereof.

§ 803.8 Notice of hearing.

The Commission may cause a notice of hearing to be issued if, after the filing of a complaint, it finds, based on the allegations and the reports of investigation by the parties and any additional investigation, that there is a reasonable basis for the complaint and that no satisfactory offer of settlement has been made.

§ 803.9 Contents of the notice of hearing; attachments.

(a) The notice of hearing shall include:

(1) A statement of time and place of the hearing which shall be not less than ten (10) days after service of the notice of hearing, except in extraordinary circumstances;

(2) A statement of the nature of hearing;

(3) A statement of the authority and jurisdiction under which the hearing is to be held;

(4) A reference to the particular sections of the order and regulations involved.

(b) Attached to the notice of hearing shall be a copy of the complaint and the respondent's answer.

(c) The reports of investigation by the parties referred to in § 803.8 shall be furnished to the Hearing Examiner; however, the reports of investigation will not be deemed as evidence, and any party wishing to rely upon anything contained therein must make an appropriate submission at the hearing.

§ 803.10 Conduct of hearing.

(a) The Commission in its sole discretion and on its own motion, may sit en banc and conduct the hearing. Where the Commission hears the case sitting en banc, it will issue a decision on the record in the case after the close of the hearing. The Commission in such cases will have all the powers of a Hearing Examiner and will advise the parties (notwithstanding § 803.21) whether briefs will be permitted. Where the Commission has decided to hear the case en banc the rules concerning the filing of exceptions to Hearing Examiners' reports and recommendations do not apply to its decisions. If the Commission does not elect to sit en banc, it shall inform the Chief Hearing Examiner, who will designate a Hearing Examiner to conduct the hearing.

(b) Hearings shall be open to the public unless otherwise ordered by the Hearing Examiner for good cause, stated in writing and made a part of the record. When requested to do so by the head of the foreign affairs agency, the Commission shall direct that the hearing be conducted, in whole or in part, as a closed hearing, in order to prevent the disclosure of information that would be injurious to the national security or foreign policy.

(c) An official reporter shall make the only official transcript of such proceedings. Copies of the official transcript will not be provided to the parties but may be purchased by arrangement with the official reporter or arrangements may be made with the Commission to examine the transcript during normal working hours.

§ 803.11 Intervention.

Any person desiring to intervene in any proceeding shall file a motion in writing with the Chief Hearing Examiner or the designated Hearing Examiner, or, if made at the hearing, may move orally on the record, stating the

grounds upon which such person claims an interest. Prior to the hearing, such a motion shall be filed with the Commission; during the hearing such motion shall be made to the Hearing Examiner. An original and two copies of written motions shall be filed. Simultaneously upon filing such motion, the moving party shall serve a copy thereof on the other parties. The Commission shall rule upon all such motions filed prior to the hearing, and shall cause a copy of such rulings to be furnished to the other parties, or may refer the motion to the Hearing Examiner for ruling. The Hearing Examiner shall rule upon all such motions made at the hearing or referred to the Hearing Examiner by the Commission. When the Hearing Examiner rules, before the hearing, on a motion referred to the Hearing Examiner by the Commission, he shall furnish copies of such ruling to the parties. The Commission or Hearing Examiner, as the case may be, may permit intervention in person or by counsel or other representative to such extent and upon such terms as may be deemed proper.

§ 803.12 Rights of parties.

Any party shall have the right to appear at such hearing in person, by counsel, or by other representative, to examine and cross-examine witnesses, and to introduce into the record documentary or other relevant evidence, except that the participation of any party shall be limited to the extent prescribed by the Hearing Examiner. Two copies of documentary evidence shall be submitted and a copy furnished to each of the other parties. Stipulations of fact may be introduced in evidence with respect to any issue.

§ 803.13 Rules of evidence.

The technical rules of evidence do not apply. Any evidence may be received, except that a Hearing Examiner may exclude any evidence or offer of proof which is immaterial, irrelevant, unduly repetitious, or customarily privileged. Every party shall have a right to present its case by oral and documentary evidence and to submit rebuttal evidence.

§ 803.14 Burden of proof.

A complainant in asserting a violation of the Order shall have the burden of proving the allegations of the complaint by a preponderance of the evidence.

§ 803.15 Duties and powers of the Hearing Examiner.

It shall be the duty of the Hearing Examiner to inquire fully into the facts as they relate to the matter before him or her. Upon assignment to the Hearing Examiner and before transfer of the case to the Commission, the Hearing Examiner shall have the authority to:

- (a) Grant requests for appearance of witnesses or production of documents;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Take or cause deposition to be taken whenever the ends of justice would be served thereby;

(d) Limit lines of questioning or testimony which are immaterial, irrelevant, customarily privileged, or unduly repetitious;

(e) Regulate the course of the hearing and, if appropriate, exclude from the hearing persons who engage in misconduct and strike all related testimony of witnesses refusing to answer any questions ruled to be proper;

(f) Hold conferences for the settlement or simplification of the issues by consent of the parties or upon his or her own motion and, where appropriate, transmit to the Commission offers of settlement by a party or parties;

(g) Dispose of procedural requests, motions, or similar matters which shall be made part of the record of the proceeding, including motions referred to the Chief Hearing Examiner or to the designated Hearing Examiner by the Commission and motions to amend pleadings, also to recommend dismissal of cases or portions thereof, and to order hearings reopened prior to issuance of the Hearing Examiner's report and recommendations;

(h) Examine and cross-examine witnesses and to introduce into the record documentary or other evidence;

(i) Request the parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof;

(j) Continue the hearing from day to day, or adjourn it to a later date or to a different place, by announcement thereof at the hearing or by other appropriate notice;

(k) Prepare, serve, and submit his or her report and recommendations pursuant to § 803.22;

(l) Take official notice of any material fact not appearing in evidence in the record, which is among the traditional matters of judicial or official notice: *Provided*, That the parties shall be given adequate notice, at the hearing or by reference in the Hearing Examiner's decision of the matters so noticed, and shall be given adequate opportunity to show the contrary;

(m) Correct or approve proposed corrections of the official transcript when deemed necessary;

(n) Take any other action necessary under the foregoing and not prohibited by these regulations.

§ 803.16 Unavailability of Hearing Examiners.

In the event of the Hearing Examiner designated to conduct the hearing becomes unavailable, the Chief Hearing Examiner shall designate another Hearing Examiner for the purpose of further hearing or issuance of a report and recommendations on the record as made, or both.

§ 803.17 Objection to conduct of hearing.

(a) Any objection with respect to the conduct of the hearing, including any objection to the introduction of evidence, may be stated orally or in writing accompanied by a short statement of the

grounds for such objection, and included in the record. No such objection shall be deemed waived by further participation in the hearing. Such objection shall not stay the conduct of the hearing.

(b) Automatic exceptions will be allowed to all adverse rulings. Rulings by the Hearing Examiner shall not be appealed prior to the transfer of the case to the Commission, but shall be considered by the Commission only upon the filing of exceptions to the Hearing Examiner's report and recommendations in accordance with § 803.22

§ 803.18 Motions before or after a hearing.

(a) All motions made before a hearing shall be made in writing to the Commission. All motions made after the hearing but prior to the transfer of the case to the Commission shall be filed with the Hearing Examiner. All motions made after the transfer of the case to the Commission, except motions to correct the record under § 803.15(m) shall be made in writing to the Commission. The moving party shall serve simultaneously a copy of all motion papers on all other parties. A statement of service shall accompany the motion. Answering affidavits, if any, must be served on all parties and the originals thereof, together with two (2) copies and a statement of service, shall be filed with the Commission before the hearing, with the Hearing Examiner after the hearing begins and before transfer of the case to the Commission and with the Commission after transfer of the case to it; within five (5) days after service of the moving papers unless it is otherwise directed.

(b) The Commission may rule upon all motions filed with it before the hearing, causing a copy of such ruling to be served on the parties, or it may refer such motions to the Chief Hearing Examiner or to the Hearing Examiner if one has been designated by the Chief Hearing Examiner. The Hearing Examiner may rule upon all motions referred to him or her prior to the hearing by the Commission or by the Chief Hearing Examiner and may rule upon all motions filed after the beginning of the hearing and before transfer of the case to the Commission. Such motions may be ruled upon by the Chief Hearing Examiner in the absence of the Hearing Examiner.

§ 803.19 Waiver of objections.

Any objection not made before a Hearing Examiner shall be deemed waived.

§ 803.20 Oral argument at the hearing.

Any party shall be entitled, upon request, to a reasonable period prior to the close of the hearing for oral argument, which shall be included in the official transcript of the hearing.

§ 803.21 Filing of brief.

Any party desiring to submit a brief to the Hearing Examiner shall file the original and two (2) copies within fourteen (14) days after the close of the hearing: *Provided, however*, That prior to the close of the hearing and for good cause, the Hearing Examiner may grant

a reasonable extension of time. Copies thereof shall be served simultaneously on all other parties to the proceeding, and a statement of such service shall be filed with the Hearing Examiner. Requests for additional time in which to file a brief under authority of this section not addressed to the Hearing Examiner during the hearing shall be made to the Chief Hearing Examiner, in writing at least three (3) days before the briefs are due and copies shall be served simultaneously on the other parties. A statement of such service shall be furnished. No reply brief may be filed except by special permission of the Hearing Examiner.

§ 803.22 Submission of the Hearing Examiner's report and recommendations to the Commission; exceptions.

(a) After the close of the hearing, and the receipt of briefs, if any, the Hearing Examiner shall prepare a report and recommendations expeditiously. The report and recommendations shall contain findings of fact, conclusions, and the reasons or basis therefor including credibility determinations, and recommendations as to the disposition of the case including, where appropriate, the remedial action to be taken and notices to be posted.

(b) The Hearing Examiner shall cause the report and recommendations to be served promptly on all parties to the proceeding. Thereafter, the Hearing Examiner shall transfer the case to the Commission, including the report and recommendations and the record. The record shall include the complaint, notice of hearing, service sheet, motions, rulings, orders, official transcript of the hearing, stipulations, objections, depositions, exhibits, documentary evidence, and any briefs or other documents submitted by the parties.

(c) An original and two (2) copies of any exceptions to the Hearing Examiner's report and recommendations may be filed by any party with the Commission within ten (10) days after service of the report and recommendations: *Provided, however,* That the Commission may for good cause shown extend the time for filing such exceptions. Requests for additional time in which to file exceptions shall be in writing; copies thereof shall be served simultaneously on the other parties and a statement of such service shall be furnished to the Commission. Requests for extension of time must be received no later than three (3) days before the date the exceptions are due. Copies of such exceptions and any supporting briefs shall be served simultaneously on all other parties, and a statement of such service shall be furnished to the Commission.

§ 803.23 Contents of exceptions to Hearing Examiner's report and recommendations.

(a) Exceptions to a Hearing Examiner's report and recommendations shall:

- (1) Set forth specifically the questions upon which exceptions are taken;
- (2) Identify that part of the Hearing Examiner's report and recommendations to which objection is made;

(3) Designate by precise citation of page the portions of the record relied on, state the grounds for the exceptions, and include the citation of authorities unless set forth in a supporting brief.

(b) Any exception to a ruling, finding, conclusion, or recommendation which is not specifically urged shall be deemed to have been waived. Any exception which fails to comply with the foregoing requirements may be disregarded.

§ 803.24 Briefs in support of exceptions.

(a) Any brief in support of exceptions shall contain only matters included within the scope of the exceptions and shall contain, in the order indicated, the following:

- (1) A concise statement of the case containing all that is material to the consideration of the questions presented;
- (2) A specification of the questions involved and to be argued;
- (3) The argument, presenting clearly the points of fact and law relied on in support of the position taken on each question, with specific page reference to the transcript and the legal or other material relied on.

(b) Answering briefs to the exceptions and cross-exceptions and supporting briefs may be filed at the discretion of the Commission.

§ 803.25 Action by the Commission.

(a) After considering the Hearing Examiner's report and recommendations, the record, and any exceptions filed, the Commission shall issue its decision affirming or reversing the Hearing Examiner, in whole or in part, or making such other disposition of the matter as it deems appropriate: *Provided, however,* That unless exceptions are filed which are timely and in accordance with § 803.23, the Commission may, at its discretion, adopt without discussion the report and recommendations of the Hearing Examiner, in which event the findings, conclusions, and recommendations of the Hearing Examiner, as contained in his report and recommendations shall, upon appropriate notice to the parties, automatically become the decision of the Commission.

(b) Upon finding a violation of the order the Commission may order the respondent to cease and desist from conduct violative of the order and may require the respondent to take such affirmative corrective action as it deems appropriate to effectuate the policies of the order.

(c) Upon finding no violation of the order, the Commission shall dismiss the complaint.

§ 803.26 Compliance with decisions and orders of the Commission.

When remedial action is ordered, the respondent shall report to the Commission within a specified period that the required remedial action has been effected. When the Commission finds that the required remedial action has not been effected, it may take such action as it deems appropriate including referring

the matter to the Board of the Foreign Service.

PART 804—STANDARDS OF CONDUCT

- Sec.
- 804.1 Substantive requirements concerning standards of conduct.
 - 804.2 Proceedings for enforcing standards of conduct.

AUTHORITY: The provisions of this Part 804 issued under secs. 5 and 12, E.O. 11636, 36 F.R. 24901.

§ 804.1 Substantive requirements concerning standards of conduct.

(a) The provisions of Subpart A of 29 CFR Part 204 "Substantive Requirements Concerning Standards of Conduct" are hereby incorporated by reference and shall be applicable to all organizations, members thereof, and other persons subject to the order, except that all duties, responsibilities, and authority directly allocated to the Assistant Secretary for Labor-Management Relations shall under the regulations in this part be assumed by the Commission.

(b) The reference to Executive Order 11491 in § 204.2(a) (5) (b) of Title 29 shall be deemed to read Executive Order 11636.

§ 804.2 Proceedings for enforcing standards of conduct.

(a) The provisions of Subpart B of 29 CFR Part 204 "Proceedings for Enforcing Standards of Conduct" are hereby incorporated by reference and shall be applicable to all organizations, members thereof, and other persons subject to the order, with the following exceptions: (1) Those portions of Subpart B which provide for reports by the Area Administrator to the Regional Administrator or by the Regional Administrator to the Director shall not be applicable; (2) all functions which in Subpart B are performed by an Area Administrator or Regional Administrator shall be performed by the Director or his agents; (3) 29 CFR 204.85 is amended to substitute a comma for the period at the end thereof, and to add the phrase "or if held outside of such geographic jurisdiction at an appropriate location by arrangement with the Commission"; (4) the reference to Executive Order 11491 in 29 CFR 204.64 shall be deemed to read Executive Order 11636; (5) 29 CFR 203.25(c) and 204.91(c) shall be deleted and all other references to the Council shall not be applicable; (6) the duties, responsibilities, and authority allocated to the Assistant Secretary under Subpart B shall under these regulations be assumed by the Commission; and (7) 29 CFR 204.93 shall be deleted.

PART 805—CONSULTATION PROCEEDINGS

- Sec.
- 805.1 Priority of consideration.
 - 805.2 Who may file an application.
 - 805.3 Action to be taken before filing an application with the Commission.
 - 805.4 Contents of application and attachments.
 - 805.5 Filing and service of copies.

Sec.	
805.6	Investigation of the application.
805.7	Action by the Commission.
805.8	Notice of hearing.
805.9	Contents of notice of hearing; attachments.
805.10	Hearing and posthearing procedures.
805.11	Compliance with a decision of the Commission.
805.12	Subsequent unfair practice charges.

AUTHORITY: The provisions of this Part 805 issued under sec. 5, E.O. 11636, 36 F.R. 24901.

§ 805.1 Priority of consideration.

Because of their importance to the effectuation of the purposes of the order, proceedings to determine whether an obligation to consult exists with respect to particular issues will ordinarily be given priority over all other matters before the Commission. Decisions in such cases will be rendered as expeditiously as the orderly conduct of proceedings will permit.

§ 805.2 Who may file an application.

An application for a decision by the Commission concerning a question as to whether or not an obligation to consult exists under the order with respect to particular issues may be filed by a foreign affairs agency or a certified organization.

§ 805.3 Action to be taken before filing an application with the Commission.

Any application for a decision by the Commission as to whether or not an obligation to consult exists under the order with respect to particular issues, must be filed with the Commission by the party seeking consultation within thirty (30) days after an alleged denial of an obligation to consult by the other party.

§ 805.4 Contents of application and attachments.

(a) An application filed under this section shall contain the following:

- (1) The name of the foreign affairs agency involved, its address, telephone number, and the person to contact and title, if known;
- (2) The name, address, and telephone number of the certified organization;
- (3) A clear and concise statement of the issues in dispute;
- (4) A statement of any other procedures invoked involving the subject matter of the dispute and the results, if any;
- (5) A declaration by the person signing the application, under the penalties of the Criminal Code (18 U.S.C. 1001), that its contents are true and correct to the best of that person's knowledge and belief, and the signature of the applicant or the applicant's representative, including title, address, and telephone number.

(b) The applicant shall furnish with the application, two (2) copies of the following: (1) A statement of any other relevant facts; and (2) all correspondence between the parties relating to the disputed issue(s), and may, in addition, file a memorandum or brief in support of its position.

§ 805.5 Filing and service of copies.

(a) An original and four (4) copies of an application, including two (2) copies of all attachments, shall be filed with the Commission.

(b) Simultaneously with the filing of an application, a copy of the application and all materials submitted therewith shall be served on the other party, and a written statement of such service shall be filed with the Commission.

§ 805.6 Investigation of the application.

(a) After the application has been filed, the other party shall file two (2) copies of a response with the Commission within fifteen (15) days following the service of a copy of the application, unless an extension of time has been granted by the Commission. The other party may file with its response a memorandum or brief in support of its position.

(b) The response shall cover any matter which is relevant to the application and shall include any supporting evidence on the issue(s) raised by the application and the attachments thereto. A copy of such response and all material submitted therewith shall be served simultaneously on the other party and a written statement of such service shall be filed with the Commission.

(c) Upon the filing of an application, the Commission shall cause such additional investigation to be made as it deems necessary.

(d) The parties shall, whenever possible, submit to the Commission a stipulation of facts together with their request for a decision by the Commission without a hearing.

§ 805.7 Action by the Commission.

(a) The Commission shall take appropriate measures which may consist of:

- (1) Approval of a request for withdrawal of the application; or
- (2) Dismissal of the application if it determines that the application has not been timely filed or otherwise is not actionable; or
- (3) Issuance of a report and findings on the questions involved, on the basis of the material before it, including information obtained from oral argument, if requested by the Commission.

(b) The Commission may, in addition to, or in lieu of, the actions described in paragraph (a) of this section, issue a notice of hearing as provided by § 805.8.

§ 805.8 Notice of hearing.

The Commission may cause a notice of hearing to be issued providing for a hearing before a Hearing Examiner if, at any time after the filing of an application, it finds that the issues cannot otherwise be resolved.

§ 805.9 Contents of notice of hearing; attachments.

(a) The notice of hearing shall include:

- (1) A statement of the time and place of the hearing, which shall be not less than ten (10) days after service of the notice of hearing, except in extraordinary circumstances;

(2) A statement of the nature of the hearing;

(3) A statement of the authority and jurisdiction under which the hearing is to be held;

(4) A reference to the particular sections of the order and regulations involved.

(b) Attached to the notice of hearing shall be a copy of the application and attachments and the response(s) thereto.

(c) The attachments to the application referred to in § 805.4(b) and the responses thereto shall be furnished to the Hearing Examiner, but will not be deemed as evidence, and any party wishing to rely upon anything contained therein must make an appropriate submission at the hearing.

§ 805.10 Hearing and posthearing procedures.

Hearing procedures shall be in accordance with §§ 803.10 through 803.20 with the exception of § 803.14 of this chapter. There shall be no burden of proof in hearings conducted under this part. The procedures after the close of the hearing shall be in accordance with §§ 803.18 through 803.24 with the exception of §§ 803.19 and 803.20 of this chapter. After considering the Hearing Examiner's report and recommendations and the record and any exceptions filed thereto; the Commission shall issue its decision affirming or reversing the Hearing Examiner, in whole or in part, or make any other disposition of the matter it deems appropriate.

§ 805.11 Compliance with a decision of the Commission.

(a) When a decision is made that an obligation to consult exists with respect to a particular issue or issues, the parties shall report to the Commission, within a specified period, that the required consultation is being undertaken.

(b) When the Commission finds that the consultation required pursuant to a decision of the Commission has not been effected, the Commission may refer the matter to the Board of the Foreign Service, or take such other action as appropriate.

§ 805.12 Subsequent unfair practice charges.

(a) Notwithstanding the time limitation provisions of § 803.2 of this chapter, an applicant who has received a final decision on his application from the Commission may file a charge of an alleged unfair practice under section 13 of the order which is based on the same factual situation which gave rise to the application. Any such charge must be filed within thirty (30) days of the issuance of the final decision referred to above.

(b) The procedures of Part 803 of this chapter shall apply to a charge filed following the issuance of the final decision referred to in paragraph (a) of this section, except that the charging party must file any complaint within sixty (60) days from the date of service of the respondent's written final decision on the charging party, or within ninety

(90) days of the date the charge was filed, whichever is the shorter period of time.

PART 806—MISCELLANEOUS

- Sec.
806.1 Computation of time for filing papers.
806.2 Additional time after service by mail.
806.3 Documents in a proceeding.
806.4 Service of pleading and other papers under this chapter.
806.5 Consolidation of cases.
806.6 Request for appearance of witnesses and production of documents at hearing.
806.7 Rules to be construed liberally.
806.8 Petitions for amendment of regulations.

AUTHORITY: The provisions of this part 806 issued under secs. 5, 12, E.O. 11636, 36 F.R. 24901.

§ 806.1 Computation of time for filing papers.

In computing any period of time prescribed by or allowed by these regulations, the date of the act, event, or default after which the designated period of time begins to run, shall not be included. The last day of the period so computed is to be included unless it is a Saturday, Sunday, or Federal legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or a Federal legal holiday. When the period of time prescribed, or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and Federal legal holidays shall be excluded from the computations. When these regulations require the filing of any paper, such document must be received by the Commission or the officer or agent designated to receive such matter before the close of business of the last day of the time limit, if any, for such filing or extension of time that may have been granted.

§ 806.2 Additional time after service by mail.

Whenever a party has the right or is required to do some act pursuant to these regulations within a prescribed period after required service of a notice or other paper upon him and the notice or paper is served on him by mail, three (3) days shall be added to the prescribed period: *Provided, however,* That three (3) days shall not be added if any extension of time may have been granted.

§ 806.3 Documents in a proceeding.

(a) *Title.* Documents in any proceeding under these regulations including correspondence shall show the title of the proceeding and the case number, if any.

(b) *Number of copies; form.* Except as provided in these regulations any documents or papers shall be filed with four (4) copies in addition to the original. All matters filed shall be printed, typed, or otherwise legibly duplicated; carbon copies of typewritten matter will be accepted if they are clearly legible.

(c) *Signature.* The original of each document required to be filed under these regulations shall be signed by the party or by an attorney or representative of record for the party, or by an officer of the party, and shall contain the address and telephone number of the person signing it.

§ 806.4 Service of pleading and other papers under this chapter.

(a) *Method of service.* Notices of hearing, decisions, orders, and other papers may be served personally or by registered or certified mail or by telegraph.

(b) *Upon whom served.* All papers, except as herein otherwise provided, shall be served upon all counsel of record and upon parties not represented by counsel or by their agents designated by them or by law and upon the Commission, or its designated officer, or agent or examiner, where appropriate. Service upon such counsel or representative shall constitute service upon the party, but a copy also shall be transmitted to the party.

(c) *Statement of service.* The party or person serving the papers or process shall submit simultaneously to the Commission or other designated representative, or to the individual conducting the proceeding, a written statement of such service; failure to file a statement of service shall not affect the validity of the service. Proof of service shall be required only if subsequent to the receipt of a statement of service a question is raised with respect to proper service.

§ 806.5 Consolidation of cases.

In any matter arising pursuant to these regulations, whenever it appears necessary in order to effectuate the purposes of the order or to avoid unnecessary costs or delays, the Commission may consolidate cases.

§ 806.6 Request for appearance of witnesses and production of documents at hearing.

(a) The Commission, Hearing Officers, or Hearing Examiners, as appropriate, upon their own motion, or upon motion of any parties to a proceeding, may issue a request for appearance of witnesses or request for production of documents at a hearing held pursuant to Parts 802, 803, and 805 of this chapter. When it is impracticable for a witness to appear personally at a hearing, the Commission, Hearing Officer, or Hearing Examiner, as appropriate, may provide for the taking of testimony by deposition in response to written or oral interrogatories.

(b) A party's motion to the Commission shall be in writing and filed with the Commission prior to the opening of a hearing or with a Hearing Officer or Hearing Examiner during the hearing, and shall name and identify the witness(es) or document(s) sought, or both, and state the reasons therefor. Simultaneously with the filing of a request

with the Commission, copies shall be served on the other parties and a written statement of such service shall be filed with the Commission.

(c) Within five (5) days after service of the motion, a party may file its objection to the motion with the Commission and state its reasons therefor. Simultaneously with the filing of the objection with the Commission, copies shall be served on the other parties and a written statement of such service shall be filed with the Commission. The Commission may rule upon the motion or refer it to the Hearing Officer or Hearing Examiner for an appropriate ruling.

(d) Objections to a motion referred to or filed with a Hearing Officer or Hearing Examiner may be stated orally on the record.

(e) A motion shall be granted by the Commission, Hearing Officer, or Hearing Examiner, after careful consideration of any objections and upon determination that the testimony or documents appear(s) to be necessary to the matters under investigation and describe(s) with sufficient particularity the documents sought. Service of an approved request for appearance of witnesses or request for production of documents is the responsibility of the requesting party. Upon the failure of any party, or officer, or official, of any party to comply with such request(s), the Commission, Hearing Officer, or the Hearing Examiner, may disregard all related evidence offered by the party failing to comply or take such other action as may be appropriate.

(f) A denial of a motion shall be explained fully and it shall become a part of the hearing record.

§ 806.7 Rules to be construed liberally.

(a) The regulations in this chapter may be construed liberally to effectuate the purposes and provisions of the order.

(b) When an act is required or allowed to be done at or within a specified time, the Commission may at any time order the period altered where it shall be manifest that strict adherence will work surprise or injustice or interfere with the proper effectuation of the order.

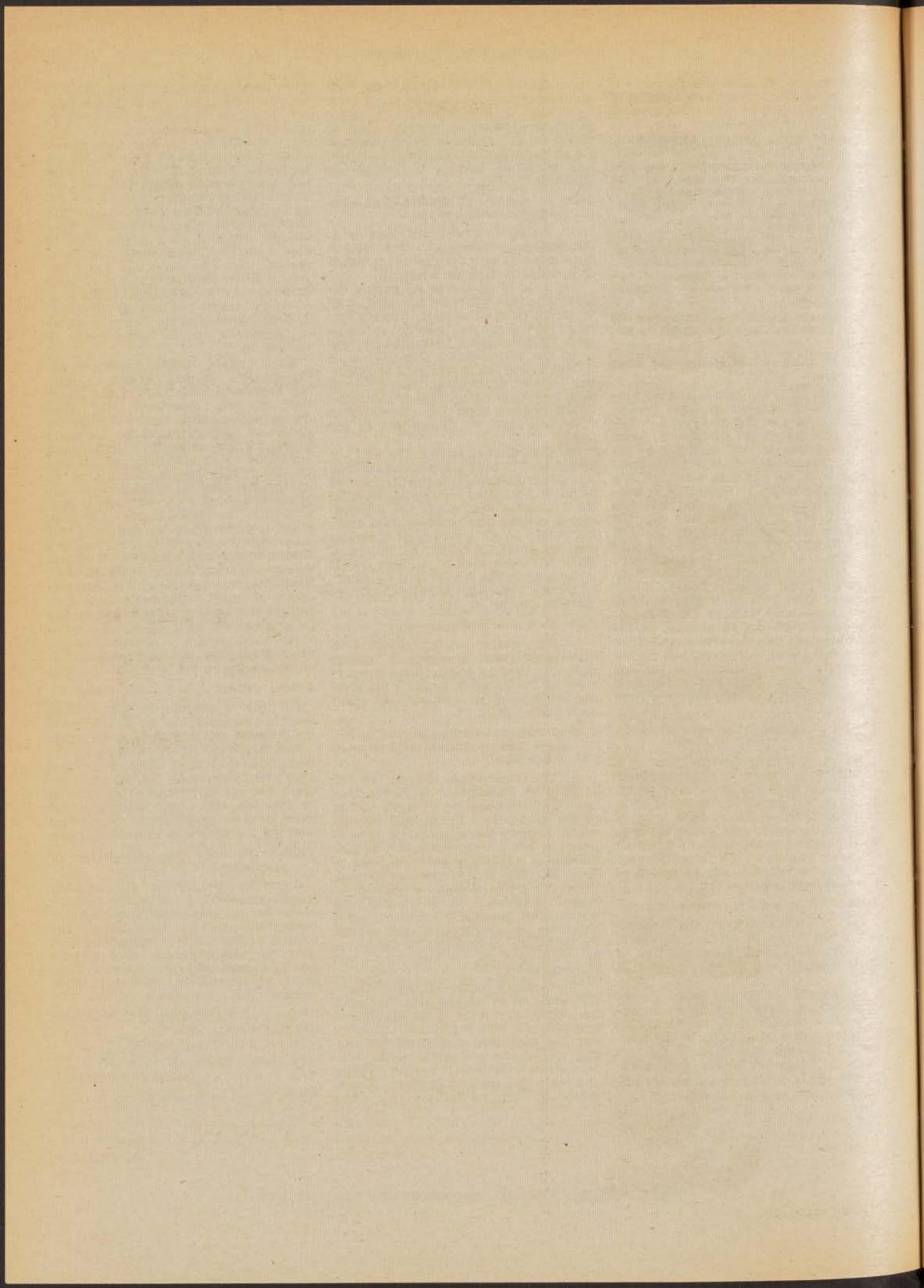
§ 806.8 Petitions for amendment of regulations.

Any interested person may petition the Commission in writing for amendments to any portion of these regulations. Such petition shall identify the portion of the regulations involved and provide the specific language of the proposed amendment together with a statement of grounds in support of such petition.

Dated at Washington, D.C., this 15th day of February 1972.

DAVID P. TAYLOR,
Chairman, Employee-Management
Relations Commission.

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PART III



ENVIRONMENTAL PROTECTION AGENCY

■

REGULATION OF FUELS AND FUEL ADDITIVES

Notice of Proposed Rule Making

ENVIRONMENTAL PROTECTION AGENCY

[40 CFR Part 80]

REGULATION OF FUELS AND FUEL ADDITIVES

Lead and Phosphorus Additives in Motor Vehicle Gasoline

On January 30, 1971, advance notice of proposed rule making was published in the FEDERAL REGISTER (36 F.R. 1486) to inform the public that the Agency, in accordance with the requirements of section 211 of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), was considering available relevant scientific, medical, economic, and technological data concerning the use of lead additives in motor vehicle gasolines, with the intention of proposing controls or prohibitions on the use of those additives on the earliest date possible.

After considering available scientific and economic data, including a cost-benefit analysis comparing motor vehicle emission control devices or systems which are or will be in general use and require control or prohibition of lead additives in gasolines with emission control devices or systems which are or will be in general use and do not require such control or prohibition of those additives, the Administrator has determined that emission products of lead additives will impair to a significant degree the performance of emission control systems that include catalytic converters which motor vehicle manufacturers are developing to meet 1975-76 motor vehicle emission standards and are likely to be in general use if lead additives are controlled or prohibited for use in certain motor vehicle gasolines. The same considerations were given, and the same determination was made regarding the use of phosphorus-containing additives in motor vehicle gasolines.

Therefore, it is proposed to provide for general availability by July 1, 1974, of essentially lead-free and phosphorus-free gasolines of an octane quality suitable for 1975 and subsequent model year light-duty vehicles. Copies of the cost-benefit analysis referred to above, entitled Aerospace Report, PB-205-981, are available for \$4.50 each from National Technical Information Service, Department of Commerce, 5285 Port Royal Road, Springfield, VA 22151.

Based on the available evidence, the Administrator has concluded that airborne lead levels exceeding 2 micrograms per cubic meter, averaged over a period of 3 months or longer, are associated with a sufficient risk of adverse physiologic effects to constitute endangerment of public health. Since airborne lead levels in many major urban areas currently range from 2 to somewhat over 5 micrograms, and since motor vehicles are the predominant source of airborne lead in such areas, attainment of a 2-microgram level will require a 60 to 65 percent reduction in lead emissions from motor vehicles. The Administrator proposes to

regulate the lead content of "regular" and "premium" leaded gasolines by providing for the reduction of lead over a 4-year period, beginning January 1, 1974. It is the Agency's judgment that these reductions, together with the introduction of one grade of lead-free gasoline, as proposed herein, will provide for the protection of health in major urban areas within the shortest time reasonably possible. Copies of a summary and analysis of evidence on health hazards of airborne lead, entitled "Health Hazards of Lead," are available from the Publications Section, Environmental Protection Agency, 5600 Fishers Lane, Room 18B-08, Rockville, MD 20852.

The Administrator has considered whether it would be more economically and technologically feasible to provide for the protection of public health by means of a new motor vehicle emission standard for lead particles than by means of the proposed reduction of gasoline lead content. It is considered unlikely, however, that new motor vehicles could be equipped with lead emission control devices prior to the 1975 model year, it is anticipated that new vehicles will be equipped with emission control systems requiring the use of lead-free gasoline; thus, imposing a lead emission standard would produce no benefit, in terms of lead emissions. Furthermore, the Administrator does not have authority to prescribe a lead emission standard applicable to other-than-new vehicles. Accordingly, the Administrator has determined that providing for the protection of public health by means of a new motor vehicle emission standard for lead is not feasible.

The Administrator finds that prohibition of the use of lead additives and phosphorus-containing additives and the reduction of gasoline lead content will not cause the use of any other fuel or fuel additive that will produce emissions which will endanger the public health or welfare to the same or greater degree. The bases for this finding are set forth in a paper entitled "Effects of Reduced Use of Lead in Gasoline on Vehicle Emissions and Photochemical Reactivity," copies of which are available from the Publications Section, Environmental Protection Agency, 5600 Fishers Lane, Room 18B-08, Rockville, MD 20852.

The Administrator is also considering the need for limiting the sulfur content of gasoline because sulfur may have an adverse effect on the performance of catalytic emission control systems. Accordingly, the Administrator invites comments concerning the effect of various levels of sulfur concentrations in lead-free and phosphorus-free gasoline on such emission control systems; the maximum level of sulfur which can be tolerated if the catalyst is to function properly; the impact of a sulfur limitation on the petroleum industry; and the impact of a sulfur limitation on motor vehicle performance and the cost of gasoline to the consumer.

The Administrator specifically invites all interested parties to submit information reflecting their interpretation of

the significance of airborne lead as a health hazard. Additionally, comments are requested on the regulatory approach proposed herein and on possible alternatives which would achieve the same result. Comments on any such alternative should be accompanied by information on its cost-benefits and other effects.

Among other things, these regulations set forth certain labeling requirements applicable to gasoline retailers. It is the Administrator's intent to coordinate such requirements with the Federal Trade Commission.

Interested persons may submit written comments on the proposed regulations, in triplicate, to the Deputy Assistant Administrator for Air Programs, Environmental Protection Agency, 5600 Fishers Lane, Room 17-59, Rockville, MD 20852. All relevant comments post-marked not later than 90 days after publication of this notice will be considered. Comments received will be available for public inspection during normal working hours (8 a.m. to 4:30 p.m.) at the Office of Public Affairs, Waterside Mall, 401 M Street SW., Room 3241, Washington, DC 20460.

The Act provides that if a manufacturer of motor vehicles, motor vehicle engines, fuels, or fuel additives submits a written request for a public hearing to the Administrator within 10 days of the publication of this notice, the Administrator will call a public hearing and subsequently will publish findings with respect to the matters he is required to consider under section 211(c)(2)(B) of the Act. However, because of the significance of the proposed regulations, the Administrator has decided to call the public hearings. The particulars concerning the hearings will be announced in the FEDERAL REGISTER at a later date.

This notice of proposed rule making is issued under the authority of section 211 of the Clean Air Act as amended (42 U.S.C. 1857f-6c, section 9, Public Law 91-604; 84 Stat. 1968).

Dated: February 17, 1972.

WILLIAM D. RUCKELSHAUS,
Administrator,

Environmental Protection Agency.

A new Part 80 would be added to Chapter I, Title 40 of the Code of Federal Regulations, as follows:

PART 80—REGULATION OF FUELS AND FUEL ADDITIVES

Subpart A—General Provisions

Sec.	Scope.
80.1	Definitions.
80.2	Test methods.
80.3	Right of entry; tests and inspections.
80.4	Penalties.
80.5	

Subpart B—Controls and Prohibitions

80.20	Controls applicable to gasoline refiners.
80.21	Controls applicable to gasoline distributors.
80.22	Controls applicable to gasoline retailers.
80.23	Liability for violations.
80.24	Controls applicable to motor vehicle manufacturers.

Subpart A—General Provisions**§ 80.1 Scope.**

This part prescribes regulations for the control and/or prohibition of fuels and additives for use in motor vehicles and motor vehicle engines. These regulations are based upon (a) a determination by the Administrator of the Environmental Protection Agency that the emission product of a fuel or additive will endanger the public health or welfare, or will impair to a significant degree the performance of a motor vehicle emission control device in general use or which the Administrator finds has been developed to a point where in a reasonable time it would be in general use were such regulations to be promulgated; and (b) certain other findings specified by the Act.

§ 80.2 Definitions.

As used in this part:

(a) "Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by the Public Law 91-604; 84 Stat. 1676).

(b) "Administrator" means the Administrator of the Environmental Protection Agency.

(c) "Gasoline" means any fuel sold for use in motor vehicles and motor vehicle engines, and commonly or commercially known or sold as gasoline.

(d) "Research octane number" means a measurement of a gasoline's knock characteristics which is determined by American Society for Testing and Materials analytical method designated D-2699.

(e) "Lead additive" means any substance containing lead or lead compounds.

(f) "Leaded gasoline" means gasoline which is produced with the use of any lead additive.

(g) "Lead-free" means containing not more than 0.05 grams of lead per gallon.

(h) "Phosphorus additive" means any substance containing phosphorus or phosphorus compounds.

(i) "Phosphorus-free" means containing no more than 0.01 grams of phosphorus per gallon.

(j) "Retailer" means a person selling, or offering for sale, gasoline to the public.

(k) "Retail outlet" means any establishment at which gasoline is sold or offered for sale to the public.

(l) "Distributor" means any person who transports or stores or causes the transportation or storage of gasoline at any point between any gasoline refinery and any retailer outlet.

§ 80.3 Test methods.

The lead and phosphorus content of gasoline shall be determined in accordance with test methods to be prescribed by the Administrator.

§ 80.4 Right of entry; tests and inspections.

The Administrator or his authorized representative upon presentation of appropriate credentials shall have a right to enter upon or through any gasoline

refiner, retail outlet, or the premises or property of any distributor and shall have the right to make inspections, take samples, and conduct tests to determine compliance with this part and the Act.

§ 80.5 Penalties.

Any person who violates these regulations shall forfeit and pay to the United States a civil penalty of \$10,000 for each and every day of the continuance of such violation, which shall accrue to the United States and be recovered in a civil suit in the name of the United States, brought in the district where such person has his principal office or in any district in which he does business. The Administrator may, upon application by the person against whom any such penalty has been assessed, remit or mitigate any such forfeiture. The Administrator shall have authority to determine the facts upon all such applications.

Subpart B—Controls and Prohibitions**§ 80.20 Controls applicable to gasoline refiners.**

(a) No gasoline refiner shall offer for sale or sell any gasoline which contains more than—

(1) 2.0 grams of lead per gallon, after January 1, 1974;

(2) 1.7 grams of lead per gallon, after January 1, 1975;

(3) 1.5 grams of lead per gallon, after January 1, 1976;

(4) 1.25 grams of lead per gallon, after January 1, 1977.

(b) (1) After July 1, 1974, no gasoline refiner shall sell or offer for sale gasoline of 91 Research Octane Number or less which has been produced with the use of any lead additive or which contains more than 0.05 grams of lead per gallon.

(2) After July 1, 1974, no gasoline refiner shall sell or offer for sale gasoline of 91 Research Octane Number or less which has been produced with the use of any phosphorus additive or which contains more than 0.01 grams of phosphorus per gallon.

(c) (1) After July 1, 1974, no gasoline refiner shall sell or offer for sale any lead-free or phosphorus-free gasoline which has been dyed any color.

(2) After July 1, 1974, no gasoline refiner shall sell or offer for sale any gasoline which is not lead-free and phosphorus-free unless such gasoline is conspicuously colored.

§ 80.21 Controls applicable to gasoline distributors.

(a) No distributor shall sell or offer for sale any gasoline which contains more than—

(1) 2.0 grams of lead per gallon, after January 1, 1974;

(2) 1.7 grams of lead per gallon, after January 1, 1975;

(3) 1.5 grams of lead per gallon, after January 1, 1976;

(4) 1.25 grams of lead per gallon, after January 1, 1977.

(b) After July 1, 1974, no distributor shall sell to any distributor or retailer

any gasoline which he represents is lead-free and phosphorus-free unless such gasoline is, in fact, lead-free and phosphorus-free.

§ 80.22 Controls applicable to gasoline retailers.

(a) No retailer shall sell or offer for sale any gasoline which contains more than—

(1) 2.0 grams of lead per gallon, after January 1, 1974;

(2) 1.7 grams of lead per gallon, after January 1, 1975;

(3) 1.5 grams of lead per gallon, after January 1, 1976;

(4) 1.25 grams of lead per gallon, after January 1, 1977.

(b) After July 1, 1974, no retailer or his employee or agent shall introduce, or cause or allow the introduction of gasoline which is not lead-free and phosphorus-free, into any motor vehicle which is labeled "LEAD-FREE, PHOSPHORUS-FREE GAS ONLY," or which is equipped with a gasoline tank filler inlet designed for the introduction of lead-free and phosphorus-free gasoline.

(c) After July 1, 1974, every owner or operator of a retail outlet at which 200,000 or more gallons of gasoline was sold during any calendar year beginning with the year 1971 shall offer for sale at least one grade of lead-free and phosphorus-free gasoline of not less than 91 Research Octane Number.

(d) After July 1, 1974, every owner or operator of six or more retail outlets shall offer for sale at least one grade of lead-free and phosphorus-free gasoline of not less than 91 Research Octane Number at no fewer than 60 percent of such outlets.

(e) After July 1, 1974, every retailer shall prominently and conspicuously display, in the immediate area of each gasoline pump, the following notice:

Federal law prohibits the introduction of any gasoline containing lead or phosphorus into any motor vehicle labeled "LEAD-FREE, PHOSPHORUS-FREE GAS ONLY."

Such notice shall be no smaller than 36-point bold type, and shall be located so as to be readily visible to the retailer's employees and customers.

(f) After July 1, 1974, each retailer shall affix to each gasoline pump a permanent legible label as follows:

(1) For gasoline pumps used to introduce lead-free and phosphorus-free gasoline into motor vehicles, the label shall state: "Lead-free and phosphorus-free gasoline."

(2) For gasoline pumps used to introduce gasoline which is not lead-free and phosphorus-free into motor vehicles, the label shall state: "Contains lead anti-knock compounds."

(3) For gasoline pumps used to introduce gasoline which is lead-free but not phosphorus-free, the label shall state: "Contains phosphorus compounds."

Any label required under this paragraph shall be located so as to be readily visible to the retailer's employees and customers.

(g) After July 1, 1974, every owner or operator of a retail outlet shall equip all gasoline pumps as follows:

(1) Each pump from which gasoline is sold that is not lead-free and phosphorus-free shall be equipped with a nozzle spout having a terminal end with an outside diameter of not less than 0.930 inch (2.362 centimeters).

(2) Each pump from which lead-free and phosphorus-free gasoline is sold shall be equipped with a nozzle spout which meets the following specifications:

(i) The outside diameter of the terminal end shall not be greater than 0.850 inch (2.159 centimeters);

(ii) The terminal end shall have a straight section of at least 3.0 inches (7.620 centimeters) in length;

(iii) The retaining spring shall terminate 4.0 inches (10.160 centimeters) from the terminal end.

§ 80.23 Liability for violations.

Liability for violations of paragraph (a) or (b) of § 80.22 shall be determined as follows:

(a) (1) Where the corporate, trade, or brand name of a gasoline refiner or any of its marketing subsidiaries appears on the pump or is displayed at the retail outlet from which the gasoline was sold, the retailer and such gasoline refiner shall be jointly liable.

(2) Where the corporate, trade, or brand name of a gasoline refiner or any of its marketing subsidiaries does not appear on the pump or is not displayed at the retail outlet from which the gasoline was sold, the retailer and any distributor who sold the retailer gasoline contained

in the retail outlet storage tank which supplied that pump at the time of violation shall be jointly liable.

(b) (1) In any case in which a retailer and any gasoline refiner or distributor would be jointly liable under paragraph (a) (1) of this section the retailer shall not be liable if the retailer can demonstrate that the violation was not caused by him or his employee or agent.

(2) In any case in which a gasoline refiner is found liable under paragraph (a) (1) of this section, such refiner shall be strictly liable except as provided in paragraph (c) of this section.

(3) In any case under paragraph (a) (2) of this section in which two or more distributors have sold the retailer gasoline contained in the retail outlet storage tank which supplied the pump from which the gasoline was sold, any of such distributors who can demonstrate that the violation was not caused by him or his employee or agent shall not be liable.

(c) In any case in which a retailer or his employee or agent introduced gasoline which is not lead-free and phosphorus-free, from a pump from which leaded gasoline is sold, into a motor vehicle which is equipped with a gasoline tank filler inlet designed for the introduction of lead-free and phosphorus-free gasoline, only the retailer shall be liable.

§ 80.24 Controls applicable to motor vehicle manufacturers.

The manufacturer of any motor vehicle equipped with an emission control

device which the Administrator has determined would be significantly impaired by the use of gasoline which is not lead-free and phosphorus-free shall:

(a) Affix two permanent, legible labels reading "LEAD-FREE, PHOSPHORUS-FREE GAS ONLY" to such vehicle at the time of its manufacture, as follows:

(1) One label shall be located on the instrument panel so as to be readily visible to the operator of the vehicle: *Provided, however,* That the required statement may be incorporated into the design of the instrument panel rather than provided on a separate label; and

(2) One label shall be located immediately adjacent to the gasoline tank filler inlet, outside of any filler inlet compartment, and shall be located so as to be readily visible to any person introducing gasoline to such filler inlet.

Such labels shall be in the English language in block letters which shall be of a color that contrasts with their background.

(b) Manufacture such vehicle with a gasoline tank filler inlet having a restriction with an inside diameter not greater than 0.900 inches (2.286 centimeters), which prevents the insertion of a nozzle with a spout larger than prescribed in § 80.22(g)(2)(i). Such filler inlet shall be designed so as to immediately activate any automatic shutoff device on any nozzle subject to § 80.22(g)(i) when the introduction of gasoline into such filler inlet from such a nozzle is attempted.

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