Rules and Regulations

Title 7—AGRICULTURE

Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders), Department of Agriculture

[Valencia Orange Reg. 223]

PART 922—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 922.523 Valencia Orange Regulation 223.

(a) *Findings.* (1) Pursuant to the marketing agreement and Order No. 22, as amended (7 CFR Part 922), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said marketing agreement and order, as amended, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges as hereinafter provided will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Valencia oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on April 20, 1961.

(b) *Order.* (1) The respective quantities of Valencia oranges grown in Arizona and designated part of California which may be handled during the period beginning at 12:01 a.m., P.s.t., April 23, 1961, and ending at 12:01 a.m., P.s.t., April 30, 1961, are hereby fixed as follows:

(i) District 1: 400,000 cartons;

(ii) District 2: 181,006 cartons;

(iii) District 3: 100,000 cartons.

(2) All Valencia oranges handled during the period specified in this section are subject also to all applicable size restrictions which are in effect pursuant to this part during such period.

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

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

Dated: April 21, 1961.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 61-3781; Filed, Apr. 21, 1961; 11:24 a.m.]

[Lemon Reg. 896]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

§ 953.1003 Lemon Regulation 896.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR Part 953), regulating the handling of lemons grown in California and Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such lemons as hereinafter provided will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for lemons and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on April 18, 1961.

(b) *Order.* (1) The respective quantities of lemons grown in California and Arizona which may be handled during the period beginning at 12:01 a.m., P.s.t., April 23, 1961, and ending at 12:01 a.m., P.s.t., April 30, 1961, are hereby fixed as follows:

(i) District 1: Unlimited movement;

(ii) District 2: 279,000 cartons;

(iii) District 3: Unlimited movement.

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

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

Dated: April 20, 1961.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 61-3716; Filed, Apr. 21, 1961; 8:52 a.m.]

[Grapefruit Reg. 137]

PART 955—GRAPEFRUIT GROWN IN ARIZONA; IN IMPERIAL COUNTY, CALIF., AND IN THAT PART OF RIVERSIDE COUNTY, CALIF., SITUATED SOUTH AND EAST OF WHITE WATER, CALIF.

Limitation of Shipments

§ 955.398 Grapefruit Regulation 137.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 55, as amended (7 CFR Part 955), regulating the handling of grapefruit grown in the State of Arizona; in Imperial County, California; and in that part of Riverside County, California, situated south and east of White Water, California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Administrative Committee (established under the aforesaid amended marketing agreement and order), and upon other available information, it is hereby found that the limitation of shipments of grapefruit, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; and a reasonable time is permitted, under the circumstances, for preparation for such effective date. The Administrative Committee held an open meeting on April 13, 1961, to consider recommendations for a regulation, after giving due notice of such meeting, and interested persons were afforded an opportunity to submit their views at this meeting; information regarding the provisions of the regulation recommended by the committee has been disseminated to handlers of grapefruit, grown as aforesaid, and this section, including the effective time thereof, is identical with the recommendation of the committee; it is necessary, in order to effectuate the declared policy of the act, to make this section effective on the date hereinafter set forth so as to provide for the continued regulation of the handling of grapefruit; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed on or before the effective date hereof.

(b) *Order.* (1) During the period beginning at 12:01 a.m., P.s.t., April 23, 1961, and ending at 12:01 a.m., P.s.t., August 31, 1961, no handler shall handle:

(i) Any grapefruit of any variety grown in the State of Arizona; in Imperial County, California; or in that part of Riverside County, California, situated south and east of White Water, California, unless such grapefruit grade at least U.S. No. 2; or

(ii) From the State of California or the State of Arizona to any point outside thereof in the United States, any grapefruit, grown as aforesaid, which measure less than $3\frac{9}{16}$ inches in diameter, except that a tolerance of 5 percent, by count, of grapefruit smaller than the foregoing minimum size shall be permitted which tolerance shall be applied in accordance with the provisions for the application of tolerances, specified in the revised United States Standards for Grapefruit (California and Arizona), §§ 51.925 to 51.955 of this title: *Provided,* That, in determining the percentage of grapefruit in any lot which are smaller than $3\frac{9}{16}$ inches in diameter, such percentage shall be based only on the grapefruit in such lot which are of a size $3\frac{13}{16}$ inches in diameter and smaller.

(2) As used herein, "handler," "variety," "grapefruit," and "handle" shall have the same meaning as when used in said amended marketing agreement and order; the term "U.S. No. 2" shall have the same meaning as when used in the aforesaid revised United States Standards for Grapefruit; and "diameter" shall mean the greatest dimension measured at right angles to a line from the stem to blossom end of the fruit.

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

Dated: April 19, 1961.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 61–3683; Filed, Apr. 21, 1961; 8:51 a.m.]

[Peach Reg. 1]

PART 962—FRESH PEACHES GROWN IN GEORGIA

Limitation of Shipments

§ 962.320 Peach Regulation 1.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 62, as amended (7 CFR Part 962), regulating the handling of fresh peaches grown in Georgia, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendation of the Industry Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that this order will tend to effectuate the declared policy of the act with respect to shipments of fresh peaches grown in Georgia.

(2) It is hereby found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective time of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than April 24, 1961. Shipments of the early varieties of the current crop of peaches are expected to begin on or about April 25, 1961, and this section should be applicable, insofar as practicable, to all shipments of such peaches in order to effectuate the declared policy of the act; and compliance with this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof.

(b) *Order.* (1) During the period beginning at 12:01 a.m., e.s.t., April 24, 1961, and ending at 12:01 a.m., e.s.t., September 1, 1961, no handler shall ship peaches in any bulk lot or any lot of packages (except peaches in bulk to destinations in the adjacent markets), which are of a size smaller than $1\frac{7}{8}$ inches in diameter, except that not more than ten (10) percent, by count, of such peaches in any bulk lot or any lot of packages may be of a size smaller than $1\frac{7}{8}$ inches in diameter, but not more than fifteen (15) percent, by count, of such peaches in any individual package in any lot may be of a size smaller than $1\frac{7}{8}$ inches in diameter.

(2) The inspection requirement contained in § 962.64 is hereby suspended with respect to peaches in bulk shipped to destinations in the adjacent markets during the period specified in subparagraph (1) of this paragraph.

(3) When used in this section, the terms "handler," "adjacent markets," "peaches," "peaches in bulk," and "ship" shall have the same meaning as when used in the aforesaid amended marketing agreement and order, and the term "diameter" shall have the same meaning as when used in the revised United States Standards for Peaches (§§ 51.1210 to 51.1223 of this title).

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

Dated: April 20, 1961.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 61–3742; Filed, Apr. 21, 1961; 9:12 a.m.]

[1032.301, Amdt. 5]

PART 1032—CARROTS GROWN IN SOUTH TEXAS

Limitation of Shipments

Findings. a. Pursuant to Marketing Agreement No. 142 and Order No. 132, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), it is hereby found and determined that the amendment to the Limitation of Shipments, as hereinafter provided, will establish and maintain such minimum standards of quality and

maturity and such grading and inspection requirements as will tend to effectuate such orderly marketing as will be in the public interest, and is not for the purpose of maintaining prices to farmers above the level which is declared to be the policy of Congress to establish under said act. It is hereby further found and determined that the estimated season average price to growers for carrots produced in the South Texas production area during the 1960–61 marketing season will be in excess of the parity level specified in section 2(1) of the said act.

b. It is hereby further found that it is impractical and contrary to the public interest to give preliminary notice and engage in public rule making procedure and that good cause exists for not postponing the effective date of this amendment for 30 days or any other period beyond the date hereinafter specified (5 U.S.C. 1001–1011) in that (i) minimum standards of quality and maturity as set forth herein will provide more orderly marketing of carrots regulated under provisions of Order No. 132 than would otherwise prevail, (ii) compliance with this amendment will not require any special preparation on the part of handlers which cannot be completed by the effective date, and (iii) this amendment relieves restrictions.

Order. In § 1032.301 (25 F.R. 11207, 13828, 13631; 26 F.R. 220, 1464), delete the introductory paragraph and paragraphs (a), (b), (c), and (d), and substitute in lieu thereof a new introductory paragraph and new paragraphs (a) and (b) as set forth below. Also redesignate former paragraphs (e), (f), (g), (h), and (i), as new paragraphs (c), (d), (e), (f), and (g).

§ 1032.301 Limitation of shipments.

During the period April 24, 1961, to June 15, 1961, no person shall handle any lot of carrots grown in the production area unless such carrots meet the grade requirements of paragraph (a) of this section and size requirements of paragraph (b), of this section or unless such carrots are handled in accordance with paragraphs (c), (d), and (e) of this section.

(a) *Minimum grade requirements.* U.S. No. 1 or better grade.

(b) *Minimum size requirements*—(1) *Small-to-medium.* 5/8 inch minimum diameter to 1 1/8 inches maximum diameter, 4 1/2 inches minimum length;

(2) *Medium-to-large.* 7/8 inch minimum diameter to 1 1/2 inches maximum diameter, 5 inches minimum length;

(3) *Jumbo.* 1 inch minimum diameter to 3 inches maximum diameter, 3 inches minimum length.

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

Dated April 19, 1961, to become effective April 24, 1961.

FLOYD F. HEDLUND,
Deputy Director,
Fruit and Vegetable Division.

[F.R. Doc. 61–3684; Filed, Apr. 21, 1961; 8:51 a.m.]

Title 8—ALIENS AND NATIONALITY

Chapter I—Immigration and Naturalization Service, Department of Justice

PART 214—NONIMMIGRANT CLASSES

PART 264—REGISTRATION AND FINGERPRINTING OF ALIENS IN THE UNITED STATES

Fingerprinting Waiver

The following amendments to Chapter I of Title 8 of the Code of Federal Regulations are hereby prescribed:

§ 214.1 [Amendment]

1. The second sentence of § 214.1 *General requirements for admission, extension, and maintenance of status* is amended to read as follows: "A nonimmigrant other than one in the classes defined in (1) section 101(a)(15)(A) (i) or (ii) or (G) (i), (ii), (iii), or (iv) of the Act (members of which classes are not required to obtain extensions of stay if they continue to be so recognized by the Secretary of State as members of such classes); (2) section 101(a)(15)(C) or (D) of the Act (members of which classes are ineligible for extensions of stay); (3) Title V of the Agricultural Act of 1949, as amended, or (4) section 201 of the United States Information and Educational Exchange Act of 1948, as amended, and whose period of admission has not expired, shall apply on Form I–539 and may be granted or denied, without appeal, an extension of his period of temporary admission, and, in the case of a nonimmigrant alien of the class defined in section 101(a)(15)(F) of the Act, authorization of employment or practical training by an officer in charge of a suboffice or a district director."

2. Paragraph (e) of § 264.1 is amended to read as follows:

§ 264.1 Registration and fingerprinting.

* * * * *

(e) *Fingerprinting waiver.* (1) Fingerprinting is waived for nonimmigrant aliens admitted as foreign government officials and employees; international organization representatives, officers and employees; NATO representatives, officers and employees, and holders of diplomatic visas while they maintain such nonimmigrant status. Fingerprinting is also waived for other nonimmigrant aliens, while they maintain nonimmigrant status, who are nationals of countries which do not require fingerprinting of United States citizens temporarily residing therein.

(2) Fingerprinting is waived for every nonimmigrant alien not included in subparagraph (1) who departs from the United States within one year of his admission, provided he maintains his nonimmigrant status during that time; each such alien not previously fingerprinted shall apply therefor at once if he remains in the United States in excess of one year.

(3) Every nonimmigrant alien not previously fingerprinted shall apply therefor at once upon his failure to maintain his nonimmigrant status.

(Sec. 103, 66 Stat. 173; 8 U.S.C. 1103)

This order shall become effective on the date of its publication in the FEDERAL REGISTER. Compliance with the provisions of section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003) as to notice of proposed rule making and delayed effective date is unnecessary in this instance because the rules prescribed by the order relieve restrictions and confer benefits upon persons affected thereby.

Dated: April 17, 1961.

J. M. SWING,
Commissioner of
Immigration and Naturalization.

[F.R. Doc. 61–3713; Filed, Apr. 21, 1961; 8:52 a.m.]

Title 10—ATOMIC ENERGY

Chapter I—Atomic Energy Commission

PART 140—FINANCIAL PROTECTION REQUIREMENTS AND INDEMNITY AGREEMENTS

Miscellaneous Amendments

The following amendments establish the form of indemnity agreement which the Commission will execute with licensees furnishing insurance policies as proof of financial protection (§ 140.76); and the form of indemnity agreement which the Commission will enter into with licensees furnishing proof of financial protection in the form of the licensees resources. (§ 140.77)

The Commission acknowledges with appreciation the numerous, helpful comments and suggestions which have been received from interested members of the public and participants in industry advisory conferences. These comments have been taken into consideration in adoption of these amendments.

Principal features of the form of indemnity agreement contained in § 140.76 *Appendix B* include the following:

1. The form includes common occurrence provisions (Article I, par. 3; Article II, par. 6; Article III, par. 4) which are similar to the common occurrence provisions in the NELIA and MAELU insurance policy (§ 140.75 *Appendix A*). Inclusion of the common occurrence provision in the indemnity agreement goes far towards eliminating a gap in protection which might otherwise exist.

The common occurrence provisions in the proposed indemnity agreement published for public comment in the FEDERAL REGISTER on April 7, 1960, 25 F.R. 2999, did not fully eliminate the gap in coverage which might result from a "common occurrence". As stated in the statement of considerations published with the notice of proposed rule-making,

A remaining possible gap is due to the fact that, although the Commission's obligations under the common occurrence provisions begin at an amount equal to the sum of all applicable insurance required under the regulations or $60,000,000, whichever is lower, NELIA and MAELU limit their responsibility to the capacity of their respective pools; that is, if all of the insurance policies applicable to the common occurrence are issued by one of the syndicates, the obligation of the insurers would not exceed the capacity of the particular syndicate ($46,500,000 in the case of NELIA or $13,500,000 in the case of MAELU).

The Commission requested the insurance pools (Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters) to consider the adoption of changes in their nuclear energy insurance policies (facility form) to eliminate this possible gap. In a letter dated December 22, 1960 (a copy of which is available for examination in the Commission's Public Document Room 1717 H Street NW., Washington 25, D.C.), the pools concluded that:

It should be emphasized that we have no objection to assuming liabilities up to $60,000,000 in cases where the applicable limit of policies are equal to or in excess of that amount. Thus far, we have been unable to find a way to limit the loss liability of one pool to its insured by policies issued by the other pool to another insured. As pointed out earlier, if such a clause is not enforced by a court, the companies would be exposed beyond their commitments. The managers of the pools have no authority to expose the member companies in such a manner.

Consequently, the Commission has modified the common occurrence provisions of its indemnity agreement to eliminate this possible gap. (§ 140.76 *Appendix B*, par. 6, Article II.)

2. Provisions are included (Article I, par. 4(c) to protect against double coverage in the event a nuclear incident occurs in transportation of nuclear material between two indemnified licensed facilities. Under these provisions, the shipper's agreement would be applicable and the consignee's agreement would not be applicable.

A principal purpose of provisions covering transportation "to the location" is to cover shipments of nuclear fuel directly from a fuel element fabricator's plant to the site of the reactor in which the elements will be used as fuel.

3. Licensees furnishing proof of financial protection in the form of their own resources are required "to indemnify and hold harmless all persons indemnified as their interest may appear from public liability * * *". This obligation includes coverage of liability for damage to on-site property. Because the form of NELIA–MAELU policy does not cover such liability, the indemnity agreement in § 140.76 *Appendix B*, requires licensees furnishing the policies as financial protection to indemnify any person against liability for damage to on-site property (Article II, par. 2(b)). The Commission has recommended to the Congress that the indemnity provisions of the Atomic Energy Act of 1954 (§ 170) be amended to eliminate coverage of liability for damage to so-called "on-site" property. If such legislation is enacted, paragraph 2b., Article II, of the proposed indemnity agreement (§ 140.76 *Appendix B*) would be deleted and a corresponding change would be made in the provisions of Article III of the agreement. Paragraph 1, Article II, and Article III of the agreement in § 140.77 *Appendix C*, would also be modified.

4. Under the Atomic Energy Act of 1954, as amended, the Commission is required to indemnify against damage to property of persons indemnified, provided that such property is covered under the terms of the financial protection and is not located at the site of, and used in connection with, the activity where the nuclear incident occurs. The financial protection provided by the NELIA–MAELU policy form covers damage to property of persons indemnified only if the property is away from the site. Accordingly, the form of indemnity agreement in Appendix B excludes coverage of damage to on-site property of persons liable for the nuclear incident (Article III, par. 2).

5. A provision is included in the indemnity agreement (Paragraph b. of Item 2 of the Attachment thereto) under which the Commission fills a "gap" between the financial protection and the Commission's indemnity obligation resulting from payments made by the insurers under a nuclear energy liability insurance policy. The agreement does not include the provision, contained in the form published in April 1960, establishing a $1,000,000 floor under the Commission's obligation. In the event that the licensee does not obtain reinstatement of the amount of financial protection within ninety days after the date of a payment under the policy, a provision is included under which the Commission may issue an order requiring the licensee to furnish financial protection in another form (Article II, par. 2(a)).

6. A new article, Article VII, has been added to the indemnity agreement defining the "term" of the indemnity agreement.

7. A number of comments received from members of the public suggest that certain provisions of the indemnity agreement be clarified to indicate more precisely the coverage of the indemnity agreement with respect to the time and place of occurrence of covered "nuclear incidents". The Commission has considered these suggestions, but has not made any change in the text of the agreement with respect to them. It is clear from the definition of "nuclear incident" in paragraph 3, Article I, that the "occurrence or series of occurrences" referred to are those which take place "at the location or in the course of transportation". As stated in the report of the Joint Committee on Atomic Energy on H.R. 7383 (H.R. 435, 85th Cong., 1st Sess.), p. 16, "The occurrence which is the subject of this definition is that event at the site of the licensed activity * * * which may cause damage, rather than the site where the damage may be caused."

From the foregoing, it seems clear also that references in the indemnity agreement to "nuclear incidents occurring during the term of this agreement" (Par. 4, Article II; par. 5, Article III), refer to such "occurrence or series of occurrences at the location or in the course of transportation"; and that any liability for damages caused by such occurrence or series of occurrences is covered by the agreement if the occurrence or series of occurrences takes place within the term of the agreement even though the damage resulted or became manifest after termination of the term of the agreement.

8. The statement of licensee's obligations under subsection 53e(8) of the Atomic Energy Act of 1954, as amended, has been deleted as suggested in a number of comments, and corresponding changes have been made in paragraph 3, Article II. This provision was in paragraph 3, Article II of the form published in April, 1960. The provision formerly in Item 2b(2) of the Attachment has also been deleted. These deletions are not considered as affecting the obligations of the various interests involved. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability are substantially covered by the insurance form in § 140.75 *Appendix A*.

9. Article IV applies in cases where the Commission determines that the United States will probably be required to make indemnity payments under the provisions of the agreement. The Article provides among other things, that the Commission "shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified * * * *". Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters in their letter of comments dated June 6, 1960 (a copy of which is on file in the Commission's Public Document Room) have objected to these provisions. They object on the ground that in this provision the "Commission has exceeded its statutory authority". They assert also that the provision is "impractical" because it would impede prompt claims handling. The Commission, however, believes it has authority under sections 161 and 170 of the Atomic Energy Act of 1954, as amended, to adopt the provision in question. In connection with the assertion that the provision is impractical, it should be noted that the provision does not require Commission approval, but only reserves to the Commission the right to require Commission approval. It is anticipated that this authority would be exercised only in special circumstances and in such manner as to avoid undesirable delay in the settlement and defense of claims and actions. Discussions have been held with both syndicates looking towards the adoption of an agreement between them and the AEC concerning claims investigations and handling. In light of such arrangements as may be made as the result of those discussions, it may be desirable to reconsider the provisions of Article IV.

10. Article III, paragraph 2, has been revised essentially by adding subparagraphs (c) and (d). These subparagraphs were added further to implement the exception in subsection 11u of the Act for "property which is located at the site of and used in connection with the activity where the nuclear incident occurs."

Changes have also been made in the definition of public liability to exclude indemnity coverage for employees on the transporting vehicle when an incident occurs in the course of transportation.

11. The following amendments also add a provision to Subpart A (§ 140.9) applicable to all indemnity agreements subject to Part 140 providing that the Commission will publish at least a fifteen-day prior notice in the FEDERAL REGISTER of its intent to enter into an indemnity agreement which differs from the applicable form set forth in the appendices in Part 140.

The form indemnity agreements do not affect contractual obligations of suppliers to reactor licensees to repair or replace components furnished by such suppliers.

The form indemnity agreement in § 140.77 *Appendix C*, applies to licensees who furnish financial protection in the form of their own resources. That form is essentially similar to that in § 140.76 *Appendix B*, except for changes required by the difference in the form of financial protection.

The Commission has entered into temporary indemnity agreements with licensees pending adoption of the forms contained in these amendments. After the effective date of these amendments, the Division of Licensing and Regulation will tender to each licensee subject thereto a definitive indemnity agreement. These definitive agreements will, upon due execution, supersede the temporary indemnity agreements.

Notice is hereby given that the Commission has adopted the following amendments to Part 140, 10 CFR, "Financial Protection Requirements and Indemnity Agreements" to be effective ninety days after publication in the FEDERAL REGISTER.

1. The following section is added:

§ 140.9 Modifications of indemnity agreements.

The Commission will publish in the FEDERAL REGISTER a notice of its intent to enter into an indemnity agreement, or agreement amending an indemnity agreement, which contains provisions different from the form of the applicable indemnity agreement set forth in the appendices to this part, as such appendices may be amended from time to time. Such notices will provide at least a fifteen-day period following the date of publication in the FEDERAL REGISTER in which interested persons may file petitions for leave to intervene with respect to the proposed agreement.

§ 140.20 [Amendment]

2. Amend § 140.20(b) to read as follows:

(b) (1) The general form of indemnity agreement to be entered into by the Commission with licensees who furnish financial protection in the form of the nuclear energy liability insurance policy set forth in Appendix **A** is contained in § 140.76 *Appendix B*. The general form of indemnity agreement to be entered into by the Commission with licensees who furnish financial protection in the form specified in § 140.14(a)(2) is set forth in § 140.77 *Appendix C*.

(2) The form of indemnity agreement to be entered into by the Commission with any particular licensee under this subpart shall contain such modifications of the applicable form in §§ 140.76 and 140.77, Appendices B and C, as are provided for in applicable licenses, regulations or orders of the Commission.

(3) Each licensee who has executed an indemnity agreement under this subpart shall enter into such agreements amending such indemnity agreement as are required by applicable licenses, regulations or orders of the Commission.

3. The following § 140.76 *Appendix B*, is added:

§ 140.76 Appendix B.

This indemnity agreement _____ is entered into by and between the _____ (hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement,

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2 a and b, of the Attachment annexed hereto, as modified by paragraph 6, Article II, with respect to common occurrences.

3(a) "Nuclear incident" means any occurrence or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170 c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170 c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "In the course of transportation" means in the course of transportation within the United States, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by pre-determination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuation of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the location if the material is also "in the course of transportation" from any other "location" as defined in any other agreement entered into by the Commission pursuant to subsection 170 c or k of the Act.

5. "Person indemnified" means the licensee and any other person who may be liable for public liability.

6. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under state or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; and (2) claims arising out of an act of war.

7. "The location" means the location described in Item 4 of the Attachment hereto.

8. "The radioactive material" means source, special nuclear, and byproduct material which (1) is used or to be used in, or is irradiated or to be irradiated by, the nuclear reactor or reactors subject to the license or licenses designated in the Attachment hereto, or (2) which is produced as the result of operation of said reactor(s).

9. "United States" when used in a geographical sense includes all Territories and possessions of the United States, the Canal Zone and Puerto Rico.

ARTICLE II

1. At all times during the term of the license or licenses designated in Item 3 of the Attachment hereto, the licensee will maintain financial protection in the amount specified in Item 2 of the Attachment and in the form of the nuclear energy liability insurance policy designated in the Attachment. If more than one license is designated in Item 3 of the Attachment, the licensee agrees to maintain such financial protection until the end of the term of that license which will be the last to expire. The licensee shall, notwithstanding the expiration, termination, modification, amendment, suspension or revocation of any license or licenses designated in Item 3 of the Attachment, maintain such financial protection in effect until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has been completed as provided in paragraph 4, Article I, or until the Commission authorizes the termination or the modification of such financial protection. The Commission will not unreasonably withhold such authorization.

2(a) In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of fi-

nancial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

(b) The licensee undertakes and agrees to indemnify and hold harmless all persons indemnified, as their interest may appear, from public liability for damage to property which is at the location.

3. Any obligations of the licensee under paragraph 2(b) of this Article, and under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

5. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

6. With respect to any common occurrence,

(a) If the sum of the limit of liability of any Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association exceeds $46,500,000, the amount of financial protection specified in Item 2 a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and $46,500,000 as the limit of liability of the Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association;

(b) If the sum of the limit of liability of any Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters exceeds $13,500,000, the amount of financial protection specified in Item 2 a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and $13,500,000 as the limit of liability of the Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters;

(c) If any of the other applicable agreements is with a licensee which licensee has furnished financial protection in a form other than a nuclear energy liability insurance policy (facility form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, and if also the sum of the amount of financial protection established under this agreement and the amounts of financial protection established under all other applicable agreements exceeds $60,000,000, the obligations of the licensee shall not exceed a greater proportion of $60,000,000 than the amount of financial protection established under this agreement bears to the sum of such amount and the amounts of financial protection established under all other applicable agreements.

As used in this paragraph 6, Article II, and subparagraph 4(b), Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence." As used in this paragraph 6, Article II, "the obligations of the licensee" means the aggregate of the obligations of the licensee under paragraph 2(b) of this Article II, and under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

7. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location described in Item 4 of the Attachment or at the location described in Item 3 of the declarations attached to any nuclear energy liability insurance policy designated in Item 5 of the Attachment;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle and containers used in such transportation;

(d) The radioactive material.

3. The Commission agrees to indemnify and hold harmless the licensee, and other persons indemnified as their interest may appear, from the reasonable costs of investigating, settling and defending claims for liability.

4(a) The obligations of the Commission under this Article shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property, described in the proviso to paragraph 2 of this Article), and such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed the amount of financial protection.

(b) With respect to a common occurrence, the obligations of the Commission under this Article shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and to such reasonable costs described in paragraph 3 of this Article, as in the aggregate exceed whichever of the following is lower: (1) The sum of the amounts of financial protection established under this agreement and all other applicable agreements; or (2) $60,000,000.

5. The obligations of the Commission under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

6. The obligations of the Commission under this and all other agreements and contracts to which the Commission is a party shall not in the aggregate exceed $500,000,000 with respect to any nuclear incident.

7. The obligations of the Commission under this Article, except to the licensee for damage to property of the licensee, shall not be affected by any failure on the part of the licensee to fulfill its obligations under this agreement. Bankruptcy or insolvency of the licensee or any other person indemnified or of the estate of the licensee or any other person indemnified shall not relieve the Commission of any of its obligations hereunder.

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the Attachment and shall terminate at the time of expiration of that license specified in Item 3 of the Attachment, which is the last to expire; provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been

removed from the location and transportation of the radioactive material from the location has been completed as provided in paragraph 4, Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

UNITED STATES ATOMIC ENERGY COMMISSION

Indemnity Agreement No. _____

Item 1—Licensee _____
Address _____

Item 2—a. Amount of financial protection _____

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a.

Item 3—License number or numbers _____

Item 4—Location _____

Item 5—Insurance Policy No.(s) _____

Item 6—The indemnity agreement designated above, of which this Attachment is a part, is effective as of __ m., on the __ day of _____, 19__.

For the United States Atomic Energy Commission.

By _____
For the _____
(Name of licensee)
By _____

Dated at Germantown, Md., the _____ day of _____, 19 __.

3. The following § 140.77 *Appendix C*, is added:

§ 140.77 Appendix C.

This indemnity agreement No. _____ is entered into by and between the _____ (hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission" pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement,

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. "Amount of financial protection" means the amount specified in Item 2 of the Attachment annexed hereto.

3(a) "Nuclear incident" means any occurrence or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive or other hazardous properties of—

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170 c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement; or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170 c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "In the course of transportation" means in the course of transportation within the United States, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by pre-determination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuation of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the location if the material is also "in the course of transportation" from any other "location" as defined in any other agreement entered into by the Commission pursuant to subsection 170 c or k of the Act.

5. "Person indemnified" means the licensee and any other person who may be liable for public liability.

6. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under state or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed at the location or, if the nuclear incident occurs in the course of transportation on the transporting vehicle, and (b) and in connection with the licensee's possession, use or transfer of the radioactive material; and (2) claims arising out of an act of war.

7. "The location" means the location described in Item 4 of the Attachment hereto.

8. "The radioactive material" means source, special nuclear, and byproduct material which (1) is used or to be used in, or is irradiated or to be irradiated by, the nuclear reactor or reactors subject to the license or licenses designated in the Attachment hereto, or (2) which is produced as the result of operation of said reactor(s).

9. "United States" when used in a geographical sense includes all Territories and possessions of the United States, the Canal Zone and Puerto Rico.

ARTICLE II

1. The licensee undertakes and agrees to indemnify and hold harmless all persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the incident, the licensee agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the licensee under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location and used in connection with the licensee's possession, use or transfer of the radioactive material;

(b) Property damage due to neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle and containers used in such transportation; and

(d) The radioactive material.

3. Any obligations of the licensee under paragraphs 1 and 2 of this Article, and under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

5. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

6. With respect to a common occurrence, if the sum of the amount of financial protection established under this agreement and the amount of financial protection established under all other applicable agreements exceeds $60,000,000, the obligations of the licensee described in paragraph 3 of this Article shall not exceed a greater proportion of $60,000,000 than the amount of financial protection established under this agreement bears to the sum of such amount and the amounts of financial protection established under all other applicable agreements. As used in this paragraph, and in subparagraph 4(b), Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence".

7. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location and used in connection with the licensee's possession, use or transfer of the radioactive material;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive

material, the transporting vehicle and containers used in such transportation;

(d) the radioactive material.

3. The Commission agrees to indemnify and hold harmless the licensee, and other persons indemnified as their interest may appear, from the reasonable costs of investigating, settling and defending claims for public liability.

4(a) The obligations of the Commission under this Article shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident, and such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed the amount of financial protection.

(b) With respect to a common occurrence, the obligations of the Commission under this Article shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article) and to such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed whichever of the following is lower: (1) The sum of the amounts of financial protection established under this agreement and to all other applicable agreements; or (2) $60,000,000.

5. The obligations of the Commission under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

6. The obligations of the Commission under this and all other agreements and contracts to which the Commission is a party shall not in the aggregate exceed $500,000,000 with respect to any nuclear incident.

7. The obligations of the Commission under this Article, except to the licensee for damage to property of the licensee, shall not be affected by any failure on the part of the licensee to fulfill its obligations under this agreement. Bankruptcy or insolvency of the licensee or any other person indemnified shall not relieve the Commission of any of its obligations hereunder.

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the attachment and shall terminate at the time of expiration of that license specified in Item 3 of the attachment, which is the last to expire; provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has been completed as provided in paragraph 4, Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

UNITED STATES ATOMIC ENERGY COMMISSION

Indemnity Agreement No. _____

Attachment

Item 1—Licensee _____
Address _____
Item 2—Amount of financial protection ____
Item 3—License number or numbers _____
Item 4—Location _____
_____
_____
Item 5—The Indemnity Agreement designated above, of which this Attachment is a part, is effective as of _____M., on the _____ day of _____, 19__.

For the United States Atomic Energy Commission.

By _____
For the _____
(Name of licensee)
By _____

Dated at Germantown, Md., the _____ day of _____, 19__.

Dated at Germantown, Md., this 14th day of April 1961.

For the Atomic Energy Commission.

WOODFORD B. MCCOOL,
Secretary.

[F.R. Doc. 61-3639; Filed, Apr. 21, 1961; 8:45 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Agency

[Reg. Docket No. 349; Amdt. 40-29]

PART 40—SCHEDULED INTERSTATE AIR CARRIER CERTIFICATION AND OPERATION RULES

IFR Landing Minimums for Pilots With Less Than 100 Hours as Pilot in Command in a Particular Type of Airplane

The Federal Aviation Agency published as a notice of proposed rule making (25 F.R. 3554) and circulated as Civil Air Regulations Draft Release No. 60-7 on April 18, 1960, a proposal to amend Parts 40, 41, and 42 of the Civil Air Regulations to require that higher landing minimums be made applicable to all pilots in command who have not served 100 hours as pilot in command in air carrier operations in a particular type of airplane.

Standard operating limitations, presently contained in the operations specifications of all air carriers subject to Part 40, require that ceiling and visibility minimums for IFR landings be increased by 100 feet ceiling and ½ mile visibility for those pilots who have not served 100 hours as pilot in command in air carrier operations in a particular type of airplane. As this requirement is applicable to all scheduled interstate air carriers and commercial operators subject to Part 40 of the Civil Air Regulations, it is appropriate that it be included in the Civil Air Regulations rather than in the air carriers' operations specifications.

These limitations, which are presently contained in the operations specifications, permit a pilot in command to operate at the lower IFR landing minimums prior to obtaining the required 100 hours experience if a company check pilot certifies that he is qualified to do so. Investigation of the practice among air carriers has revealed wide variations in making the determination that a pilot is qualified for the lower landing minimums prior to his attaining 100 hours as pilot in command in a particular type of airplane. This has resulted in pilots being certified to operate at the lower landing minimums after having attained, in some instances, only a small fraction of the required 100 hours.

While the air carriers, in commenting on Draft Release 60-7, expressed their belief that the limitations presently contained in the operations specifications are basically sound, the majority of all comments received in response to the draft release indicated concurrence with adoption of a regulation requiring higher IFR landing minimums for pilots who have not acquired a specified amount of experience as pilot in command in a particular type of airplane in air carrier operations. In addition, the majority of comment suggested that in no case should this requirement be subject to reduction at the discretion of a company check pilot.

There were also suggestions made that certain other factors, such as the pilot's previous experience, his overall proficiency, his knowledge of the particular airport, and the number of approaches and landings made in the new type of airplane, should be recognized and substituted for a portion of the required 100 hours. While these suggestions have merit, it is believed that the factors to be considered could become so numerous, and difficult to assess in terms of an equivalent number of flight hours, as to diminish the effectiveness of the rule.

The safe execution of an instrument approach to the lowest minimums requires the highest degree of pilot familiarity with the airplane, its controls, instruments, and performance characteristics. One hundred hours of experience in a new type of airplane as pilot in command in air carrier or commercial operations is necessary in order to

achieve this degree of familiarity so essential to safe operations at the lowest landing minimums.

The Federal Aviation Agency therefore believes that, in the interest of safety, all pilots in command should use IFR landing ceiling and visibility weather minimums 100 feet higher and ½ mile greater than regularly approved minimums, until they have obtained 100 hours of air carrier or commercial operator pilot-in-command experience in a particular type of airplane.

Interested persons have been afforded an opportunity to participate in the making of this regulation, and due consideration has been given to all relevant matters presented.

In consideration of the foregoing, § 40.406 of Part 40 of the Civil Air Regulations (14 CFR Part 40, as amended) is hereby amended by adding a new paragraph (e) to read as follows, effective May 23, 1961:

§ 40.406 Takeoff and landing weather minimums; IFR.

* * * * *

(e) The ceiling and visibility landing minimums prescribed in the air carrier's operations specifications for regular, provisional, or refueling airports shall be increased by 100 feet ceiling and ½ mile visibility whenever the pilot in command has not served 100 hours as pilot in command in air carrier or commercial operations in the particular type of airplane being operated by him. The ceiling and visibility minimums need not be increased above those applicable to the airport when used as an alternate airport. The sliding scale, when authorized in the air carrier's operations specifications, shall not be applied until the pilot in command has served 100 hours as pilot in command in air carrier or commercial operations in the particular type of airplane being operated by him.

(Secs. 313(a), 601, 604, 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1424)

Issued in Washington, D.C., on April 17, 1961.

N. E. HALABY,
Administrator.

[F.R. Doc. 61-3668; Filed, Apr. 21, 1961; 8:49 a.m.]

[Reg. Docket No. 349; Amdt. 41-37]

PART 41—CERTIFICATION AND OPERATION RULES FOR SCHEDULED AIR CARRIER OPERATIONS OUTSIDE THE CONTINENTAL LIMITS OF THE UNITED STATES

IFR Landing Minimums for Pilots With Less Than 100 Hours as Pilot in Command in a Particular Type of Airplane

The Federal Aviation Agency published as a notice of proposed rule making (25 F.R. 3554) and circulated as Civil Air Regulations Draft Release No. 60-7 on April 18, 1960, a proposal to amend Parts 40, 41, and 42 of the Civil Air Regulations to require that higher landing minimums be made applicable to all pilots in command who have not served 100 hours as pilot in command in air carrier operations in a particular type of airplane.

Standard operating limitations, presently contained in the operations specifications of all air carriers subject to Part 41, require that ceiling and visibility minimums for IFR landings be increased by 100 feet ceiling and ½ mile visibility for those pilots who have not served 100 hours as pilot in command in air carrier operations in a particular type of airplane. As this requirement is applicable to all scheduled international air carriers, and commercial operations subject to Part 41 of the Civil Air Regulations, it is appropriate that it be included in the Civil Air Regulations rather than in the air carrier's operations specifications.

These limitations, which are presently contained in the operations specifications, permit a pilot in command to operate at the lower IFR landing minimums prior to obtaining the required 100 hours experience if a company check pilot certifies that he is qualified to do so. Investigation of the practice among air carriers has reveiled wide variations in making the determination that a pilot is qualified for the lower landing minimums prior to his attaining 100 hours as pilot in command in a particular type of airplane. This has resulted in pilots being certified to operate at the lower landing minimums after having attained, in some instances, only a small fraction of the required 100 hours.

While the air carriers, in commenting on Draft Release No. 60-7, expressed their belief that the limitations presently contained in the operations specifications are basically sound, the majority of all comments received in response to the draft release indicated concurrence with adoption of a regulation requiring higher IFR landing minimums for pilots who have not acquired a specified amount of experience as pilot in command in a particular type of airplane in air carrier operations. In addition, the majority of comment suggested that in no case should this requirement be subject to reduction at the discretion of a company check pilot.

There were also suggestions made that certain other factors, such as the pilot's previous experience, his overall proficiency, his knowledge of the particular airport, and the number of approaches and landings made in the new type of airplane, should be recognized and substituted for a portion of the required 100 hours. While these suggestions have merit, it is believed that the factors to be considered could become so numerous, and difficult to assess in terms of an equivalent number of flight hours, as to diminish the effectiveness of the rule.

The safe execution of an instrument approach to the lowest minimums requires the highest degree of pilot familiarity with the airplane, its controls, instruments, and performance characteristics. One hundred hours of experience in a new type of airplane as pilot in command in air carrier or commercial operations is necessary in order to achieve this degree of familiarity so essential to safe operations at the lowest landing minimums.

The Federal Aviation Agency therefore believes that, in the interest of safety, all pilots in command should use IFR landing ceiling and visibility weather minimums 100 feet higher and ½ mile greater than regularly approved minimums, until they have obtained 100 hours of air carrier or commercial operator pilot-in-command experience in a particular type of airplane.

Interested persons have been afforded an opportunity to participate in the making of this regulation, and due consideration has been given to all relevant matters presented.

In consideration of the foregoing, § 41.119 of Part 41 of the Civil Air Regulations (14 CFR Part 41, as amended) is hereby amended by adding a new paragraph (d) to read as follows, effective May 23, 1961:

§ 41.119 Approach and landing limitations.

* * * * *

(d) The ceiling and visibility landing minimums prescribed in the air carrier's operations specifications for regular, provisional, or refueling airports shall be increased by 100 feet ceiling and ½ mile visibility whenever the pilot in command has not served 100 hours as pilot in command in air carrier or commercial operations in the particular type of airplane being operated by him. The ceiling and visibility minimums need not be increased above those applicable to the airport when used as an alternate airport. The sliding scale, when authorized in the air carrier's operations specifications, shall not be applied until the pilot in command has served 100 hours as pilot in command in air carrier or commercial operations in the particular type of airplane being operated by him.

(Secs. 313(a), 601, 604, 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1424)

Issued in Washington, D.C., on April 17, 1961.

N. E. HALABY,
Administrator.

[F.R. Doc. 61-3669; Filed, Apr. 21, 1961; 8:49 a.m.]

[Reg. Docket No. 349; Amdt. 42-32]

PART 42—IRREGULAR AIR CARRIER AND OFF-ROUTE RULES

IFR Landing Minimums for Pilots With Less Than 100 Hours as Pilot in Command in a Particular Type of Airplane

The Federal Aviation Agency published as a notice of proposed rule making (25 F.R. 3554) and circulated as Civil Air Regulations Draft Release No. 60-7 on April 18, 1960, a proposal to amend Parts 40, 41, and 42 of the Civil Air Regulations to require that higher landing minimums be made applicable to all pilots in command who have not served 100 hours as pilot in command in air carrier operations in a particular type of airplane.

Standard operating limitations presently contained in the scheduled air carriers' operations specifications require that ceiling and visibility minimums for IFR landings be increased by 100 feet

ceiling and ½ mile visibility for those pilots who have not served 100 hours as pilot in command in air carrier operations in a particular type of airplane. All of the irregular air carrier operating certificates do not presently contain similar limitations, but standard operations specifications, which do include such a limitation, have been issued recently for inclusion in their operating certificates. However, as this requirement is applicable to all air carrier and commercial operations involving large aircraft, it is appropriate that it be included in the Civil Air Regulations rather than in the air carriers' operations specifications.

The limitations, which are presently contained in the scheduled air carriers' operations specifications, permit a pilot in command to operate at the lower IFR landing minimums prior to obtaining the required 100 hours experience if a company check pilot certifies that he is qualified to do so. Investigation of the practice among air carriers has revealed wide variations in making the determination that a pilot is qualified for the lower landing minimums prior to his attaining 100 hours as pilot in command in a particular type of airplane. This has resulted in pilots being certified to operate at the lower landing minimums after having attained, in some instances, only a small fraction of the required 100 hours.

While the scheduled air carriers, in commenting on Draft Release 60–7, expressed their belief that the limitations presently contained in the operations specifications are basically sound, the majority of all comments received in response to the draft release indicated concurrence with adoption of a regulation requiring higher IFR landing minimums for pilots who have not acquired a specified amount of experience as pilot in command in a particular type of airplane in air carrier operations. In addition, the majority of comment suggested that in no case should this requirement be subject to reduction at the discretion of a company check pilot.

There were also suggestions made that certain other factors, such as the pilot's previous experience, his overall proficiency, his knowledge of the particular airport, and the number of approaches and landings made in the new type of airplane, should be recognized and substituted for a portion of the required 100 hours. While these suggestions have merit, it is believed that the factors to be considered could become so numerous and difficult to assess in terms of an equivalent number of flight hours, as to diminish the effectiveness of the rule.

The safe execution of an instrument approach to the lowest minimums requires the highest degree of pilot familiarity with the airplane, its controls, instruments, and performance characteristics. One hundred hours of experience in a new type of airplane as pilot in command in air carrier or commercial operations is necessary in order to achieve this degree of familiarity so essential to safe operations at the lowest landing minimums.

The Federal Aviation Agency therefore believes that, in the interest of safety, all pilots in command should use IFR landing ceiling and visibility weather minimums 100 feet higher and ½ mile greater than regularly approved minimums, until they have obtained 100 hours of air carrier or commercial operator pilot-in-command experience in a particular type of airplane.

This amendment is applicable only to large aircraft operated by air carrier and commercial operators in accordance with the provisions of Part 42. Proposed Part 47, if adopted, will govern those small aircraft operations now subject to Part 42. Consideration is being given to including, in Part 47, rules for high performance aircraft similar to those set forth in this amendment.

Interested persons have been afforded an opportunity to participate in the making of this regulation, and due consideration has been given to all relevant matters presented.

In consideration of the foregoing, § 42.55 of Part 42 of the Civil Air Regulations (14 CFR Part 42, as amended) is hereby amended by adding a new paragraph (c) to read as follows, effective May 23, 1961.

§ 42.55 Weather minimums.

* * * * *

(c) The ceiling and visibility landing minimums prescribed in the air carrier's operations specifications for an airport, other than an alternate airport, shall be increased by 100 feet ceiling and ½ mile visibility whenever the pilot in command of a large airplane has not served 100 hours as pilot in command in air carrier or commercial operations in that particular type of airplane. The ceiling and visibility minimums need not be increased above those applicable to the airport when used as an alternate airport. The sliding scale, when authorized in the air carrier's operations specifications, shall not be applied until the pilot in command has served 100 hours as pilot in command in air carrier or commercial operations in the particular type of airplane being operated by him.

(Secs. 313(a), 601, 604, 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1424)

Issued in Washington, D.C., on April 17, 1961.

N. E. HALABY,
Administrator.

[F.R. Doc. 61–3670; Filed, Apr. 21, 1961; 8:49 a.m.]

Chapter III—Federal Aviation Agency

SUBCHAPTER E—AIR NAVIGATION REGULATIONS

[Airspace Docket No. 60–NY–101]

PART 600—DESIGNATION OF FEDERAL AIRWAYS

PART 601—DESIGNATION OF CONTROLLED AIRSPACE, REPORTING POINTS, POSITIVE CONTROL ROUTE SEGMENTS, AND POSITIVE CONTROL AREAS

Alteration of Federal Airways and Associated Control Areas

On January 28, 1961, a notice of proposed rule making was published in the FEDERAL REGISTER (26 F.R. 917) stating that the Federal Aviation Agency proposed to alter VOR Federal airway Nos. 72 and 490 and the control areas associated with these airways.

Although proposed in the notice, no action is taken herein regarding Victor 490 and its associated control areas. Instead, the actions proposed regarding Victor 490 have been incorporated in Airspace Docket No. 59–WA–331, which becomes effective concurrently with this action.

No adverse comments were received regarding the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted and due consideration has been given to all relevant matter presented.

The substance of the proposed amendments having been published, therefore, pursuant to the authority delegated to me by the Administrator (25 F.R. 12582) and for the reasons stated in the notice, the following actions are taken:

§ 600.6072 [Amendment]

1. In § 600.6072 (14 CFR 600.6072, 25 F.R. 855, 2574, 4376, 3813, 8809, 12408) the following changes are made:

(a) In the caption "Fayetteville, Ark., to Ipswich, Mass." is deleted and "Fayetteville, Ark., to Lafayette, Ind.; and Findlay, Ohio, to Williamsville, Vt." is substituted therefor.

(b) In the text "Albany, N.Y., VOR; INT of the Albany VOR 075° T and the Keene VOR 285° T radials; Keene, N.H., VOR; Manchester, N.H., VOR; to the INT of the Manchester VOR 117° T and the Boston, Mass., VOR 014° T radials." is deleted and "Albany, N.Y., VORTAC; to the INT of the Albany VORTAC 075° and the Cambridge, N.Y., VOR 094° radials." is substituted therefor.

2. Section 601.6072 (14 CFR 601.6072, 25 F.R. 4376) is amended to read:

§ 601.6072 VOR Federal airway No. 72 control areas (Fayetteville, Ark., to Lafayette, Ind.; and Findlay, Ohio, to Williamsville, Vt.).

All of VOR Federal airway No. 72.

(Sec. 307(a), 72 Stat. 749; 49 U.S.C. 1348)

These amendments shall become effective 0001 e.s.t., June 29, 1961.

Issued in Washington, D.C., on April 17, 1961.

D. D. THOMAS,
Director, Bureau of Air Traffic Management.

[F.R. Doc. 61–3642; Filed, Apr. 21, 1961; 8:45 a.m.]

[Airspace Docket No. 60–NY–112]

PART 600—DESIGNATION OF FEDERAL AIRWAYS

PART 601—DESIGNATION OF CONTROLLED AIRSPACE, REPORTING POINTS, POSITIVE CONTROL ROUTE SEGMENTS, AND POSITIVE CONTROL AREAS

Alteration and Revocation of Federal Airways and Associated Control Areas

On December 9, 1960, a notice of proposed rule making was published in the