§ 72.2 Splenetic or tick fever in cattle in Texas, Puerto Rico, and the Virgin Islands of the United States; restrictions on movement of cattle.

Notice is hereby given that the contagious, infectious, and communicable disease known as splenetic or tick fever exists in cattle in portions of the State of Texas and in Puerto Rico and the Virgin Islands of the United States. Therefore, portions of the State of Texas and Puerto Rico and the Virgin Islands of the United States are hereby quarantined as set forth in §§ 72.3, 72.4, and 72.5, and the movement of cattle therefrom into any other State or Territory or the District of Columbia shall be made only in accordance with the provisions of this part and Part 71 of this chapter.

§ 72.5a [Deletion]

2. Section 72.5a is deleted.

(Secs. 1-4, 33 Stat. 1264, as amended, 1265, as amended, secs. 1, 2, 32 Stat. 791, as amended, 792, as amended, secs. 4-7, 23 Stat. 32, as amended; 21 U.S.C. 111-113, 115, 117, 120, 121, 123-126; 19 F.R. 74, as amended)

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

The amendments remove the designation as a regulated area of certain premises in Palm Beach County, Florida, known as "Africa U.S.A." Hereafter, the restrictions pertaining to the interstate movement of livestock and pine straw and other litter from quarantined areas contained in 9 CFR Parts 71 and 72, will not apply to such premises. However, the restrictions pertaining to such movement from nonquarantined areas, contained in said Part 71 and Part 72, will apply thereto.

The amendments relieve certain restrictions presently imposed, and must be made effective immediately to be of maximum benefit to persons subject to the restrictions which are relieved. Accordingly, under section 4 of the Administrative Procedure Act (5 U.S.C. 1003), it is found upon good cause that notice and other public procedure with respect to the amendments are impracticable and contrary to the public interest, and the amendments may be made effective less than 30 days after publication in the FEDERAL REGISTER.

Done at Washington, D.C., this 26th day of March 1962.

M. R. CLARKSON,
Acting Administrator,
Agricultural Research Service.

[F.R. Doc. 62-3054; Filed, Mar. 28, 1962; 8:52 a.m.]

Title 10—ATOMIC ENERGY

Chapter I—Atomic Energy Commission

PART 30—LICENSING OF BYPRODUCT MATERIAL

Agreement State; Correction

In the document amending Part 30 of Chapter I of Title 10, of the Code of Federal Regulations, published at 27 F.R. 1350, the following correction is made: The paragraph added to § 30.4 and identified as paragraph "(t)" should be identified as paragraph "(u)".

Dated at Germantown, Md., this 21st day of March 1962.

For the Atomic Energy Commission.

WOODFORD B. MCCOOL,
Secretary.

[F.R. Doc. 62-2969; Filed, Mar. 28, 1962; 8:45 a.m.]

PART 140—FINANCIAL PROTECTION REQUIREMENTS AND INDEMNITY AGREEMENTS

Miscellaneous Amendments

On April 22, 1961, the Commission published in the FEDERAL REGISTER the form of indemnity agreement which it would execute with licensees furnishing insurance policies as proof of financial protection and the form of indemnity agreement which it would enter into with licensees furnishing proof of financial protection in the form of the licensee's resources. On the same date a proposed amendment to 10 CFR Part 140 was issued for public comment. That proposed amendment contained the forms of indemnity agreement which the Commission would execute with federal agencies and nonprofit educational institutions subject to Part 140. Except for changes made because federal agencies and nonprofit educational institutions are not required to furnish financial protection, the forms of these proposed indemnity agreements were similar to those adopted for execution with licensees who furnish financial protection. Except for changes indicated below, the following amendments substantially adopt these proposed forms.

On November 22, 1961, the Commission issued for public comment a proposed amendment to Part 140 implementing Public Law 87-206, effective September 6, 1961. This statute contains a provision amending the definition of "public liability" in section 11u. of the Atomic Energy Act of 1954, as amended. Prior to enactment of the 1961 statute, the definition of "public liability" included coverage of liability for damage to certain on-site property used in connection with the licensed activity. Public Law 87-206 eliminated indemnity coverage of liability for damage to such on-site property. The following amendments include changes in the forms of indemnity agreement to effectuate the provisions of Public Law 87-206.

No substantive comments were received on either of the proposed amendments.

Opportunity is also taken at this time to correct minor typographical and editorial errors; to clarify §§ 140.52 and 140.72 appropriately to reference the form of indemnity agreement and to revise the language of these sections to conform with § 140.20; to add titles to Appendices "A," "B," "C," "D," and "E" which are policy and indemnity agreement forms; and to revise the provisions of Appendices "C" and "E" to make them consistent with similar provisions in the other indemnity agreement forms.

The principal changes in the form of indemnity agreement contained in § 140.76 *Appendix B,* are as follows:

1. As of 12:01 a.m., September 6, 1961, Paragraph 6 of Article I (definition of "public liability") is amended to delete indemnity coverage for on-site property.

2. As of 12:01 a.m., September 6, 1961, Paragraph 2 of Article II is amended by deleting the "(a)" after the 2 and by deleting the (b) paragraph in its entirety. Paragraph 2(b) required the licensee to indemnify and hold harmless all persons indemnified from public liability for damage to on-site property. Since there is no longer any public liability for on-site property, this provision is deleted.

3. As of 12:01 a.m., September 6, 1961, Paragraph 3 of Article II is amended by deleting the phrase "under paragraph 2(b) of this Article, and". The deletion of paragraph 2(b) requires that this reference also be deleted.

4. As of 12:01 a.m., September 6, 1961, the second paragraph of paragraph 6(c) of Article II is amended by deleting "under paragraph 2(b) of this Article II, and ". The deletion of 2(b) also requires that this reference to paragraph 2(b) be deleted.

5. Paragraph 4(a) of Article III is amended by deleting the comma after the word "property". The insertion of this comma was inadvertent.

The principal changes in the form of indemnity agreements contained in § 140.77 *Appendix C,* are as follows:

6. As of 12:01 a.m., September 6, 1961, Paragraph 6, Article I (definition of "public liability") is amended to delete indemnity coverage for on-site property.

7. Paragraph 4(a) of Article III is amended by adding, between the comma and the word "incident" in the fifth line, the following parenthetical phrase: "(other than such property described in the proviso to paragraph 2 of this Article)". This amendment conforms this paragraph with the corresponding paragraphs in the other form indemnity agreements. The omission was inadvertent.

The only principal change in the form of indemnity agreement contained in § 140.78 *Appendix D,* is the amendment, effective as of 12:01 a.m., September 6, 1961, of Paragraph 5, Article I (definition of "public liability") to delete indemnity coverage for on-site property.

The principal changes in the form of indemnity agreements contained in § 140.79 *Appendix E,* are as follows:

8. As of 12:01 a.m., September 6, 1961, Paragraph 5, Article I (definition of "public liability") is amended to delete indemnity coverage for on-site property.

9. Paragraph 1, Article II is amended by deleting the number 1. See Paragraph 13 for reason.

10. Article II is amended by adding "Article III" immediately after Paragraph 1 of old Article II and by adding a Paragraph 1 immediately after the new Article III to read as follows:

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.

See Paragraph 13 for reason.

11. Paragraph 2 of old Article II is amended by deleting the last sentence.

12. Old Article II is amended by changing the numbers of Paragraphs 5, 6, and 7 to 6, 7, and 8 of new Article III, respectively, and by adding a Paragraph 5 to new Article III to read as follows:

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

See Paragraph 13 for reason.

13. Appendix "E" is amended by renumbering Articles III, IV, V and VI to Articles IV, V, VI and VII, respectively. Two new paragraphs (Paragraphs 1 and 5 of new Article III) are added. Opportunity is also taken to separate the provisions pertaining to obligations of the licensee (new Article II) from those pertaining to obligations of the Commission (new Article III) which necessitates the renumbering of old Articles III, IV, V and VI.

Pursuant to the Administrative Procedure Act and the Atomic Energy Act of 1954, as amended, notice is hereby given that the following amendments to Title 10, Chapter I, Part 140 "Financial Protection Requirements and Indemnity Agreements" are adopted to be effective upon publication in the FEDERAL REGISTER, except as otherwise specified below or in Part 140.

1. Section 140.52 is amended to read as follows:

§ 140.52 Indemnity agreements.

(a) The Commission will execute and issue agreements of indemnity with each Federal agency subject to this subpart pursuant to the regulations in this part or such other regulations as may be issued by the Commission. Such agreements, as to any licensee, shall be effective on:

(1) The effective date of the license (issued pursuant to Part 50 of this chapter) authorizing the licensee to operate the nuclear reactor involved; or

(2) The effective date of the license (issued pursuant to Part 70 of this chapter) authorizing the licensee to possess and store special nuclear material at the site of the nuclear reactor for use as fuel in operation of the nuclear reactor after issuance of an operating license for the reactor,

whichever is earlier. No such agreement, however, shall be effective prior to September 26, 1957.

(b) (1) The general form of indemnity agreement to be entered into with licensees subject to this subpart is contained in § 140.78 *Appendix D*.

(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 form in § 140.78, 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.

2. Section 140.72 is amended to read as follows:

§ 140.72 Indemnity agreements.

(a) The Commission will execute and issue agreements of indemnity with each non-profit educational institution subject to this subpart pursuant to the regulations in this part or such other regulations as may be issued by the Commission. Such agreements, as to any licensee, shall be effective on:

(1) The effective date of the license (issued pursuant to Part 50 of this chapter) authorizing the licensee to operate the nuclear reactor involved; or

(2) The effective date of the license (issued pursuant to Part 70 of this chapter) authorizing the licensee to possess and store special nuclear material at the site of the nuclear reactor for use as fuel in operation of the nuclear reactor after issuance of an operating license for the reactor,

whichever is earlier. No such agreement, however, shall be effective prior to September 26, 1957.

(b) (1) The general form of indemnity agreement to be entered into with licensees subject to this subpart is contained in § 140.79 *Appendix E*.

(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 form in § 140.79 *Appendix E*, 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.

§ 140.75 [Amendment]

3. Section 140.75 is amended by adding, after the words "Appendix A", the following: "Form of nuclear energy liability policy for facilities."

§ 140.76 [Amendment]

4. Section 140.76 is amended by adding, after the words "Appendix B", the following: "Form of indemnity agreement with licensees furnishing insurance policies as proof of financial protection."

5. Effective as of 12:01 a.m., September 6, 1961, § 140.76 *Appendix B*, Article I, paragraph 6, is amended to read as follows:

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; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

6. Effective as of 12:01 a.m., September 6, 1961, § 140.76 *Appendix B*, Article II, paragraph 2, is amended to read as follows:

2. 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 financial 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.

7. Effective as of 12:01 a.m., September 6, 1961, § 140.76 *Appendix B*, Article II, paragraph 3, is amended to read as follows:

3. Any obligations of the licensee 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.

8. Effective as of 12:01 a.m., September 6, 1961, § 140.76 *Appendix B*, Article II, second paragraph of paragraph 6(c), is amended to read as follows:

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 obligations of the licensee 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.

9. Section 140.76 *Appendix B*, Article III, paragraph 4(a) is amended to read as follows:

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 amont of financial protection.

§ 140.77 [Amendment]

10. Section 140.77 is amended by adding, after the words "Appendix C", the following: "Form of indemnity agreement with licensees furnishing proof of financial protection in the form of licensee's resources."

11. Effective as of 12:01 a.m., September 6, 1961, § 140.77 *Appendix C*, Article I, paragraph 6 is amended to read as follows:

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; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b), if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

12. Section 140.77 *Appendix C*, Article III, paragraph 4(a), is amended to read as follows:

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.

13. Section 140.77 *Appendix C*, Article VII, is amended to read as follows:

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 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 ended as defined in subparagraph 4b, 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.

14. The following Appendix D is added:

§ 140.78 Appendix D—Form of indemnity agreement with Federal agencies.

This indemnity agreement No. D-____ 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(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.

3. "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 predetermination 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.

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

5. During the period 12:01 a.m., ________ to 12:01 a.m., September 6, 1961, inclusive:

"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.

From 12:01 a.m., September 6, 1961:

"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; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

6. "The location" means the location described in Item 3 of the Attachment hereto.

7. "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) is produced as the result of operation of said reactor(s).

8. "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 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. 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 all applicable agreements; or (2) $60,000,000. As used in this paragraph "applicable agreements" means each 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."

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. Bankruptcy or insolvency of any person indemnified or of the estate of any person indemnified shall not relieve the Commission of any of its obligations hereunder.

ARTICLE III

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 IV

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 V

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 VI

The term of this agreement shall commence as of the date and time specified in Item 4 of the attachment and shall terminate at the time of expiration of that license specified in Item 2 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 ended as defined in subparagraph 3(b), 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. D– ------

ATTACHMENT

Item 1—Licensee ------------------------
Address ------------------------
Item 2—License number or numbers ------
Item 3—Location ------------------------

Item 4—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--.

15. The following Appendix E is added:

§ 140.79 Appendix E—Form of indemnity agreement with nonprofit educational institutions.

This indemnity agreement No. E–------ 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 170k 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(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.

3. "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 predetermination 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.

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

5. During the period 12:01 a.m., ---------- to 12:01 a.m., September 6, 1961, inclusive:

"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.

From 12:01 a.m., September 6, 1961:

"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; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b), if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

6. "The location" means the location described in Item 3 of the Attachment hereto.

7. "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).

8. "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

Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability shall not in the aggregate exceed $250,000 with respect to any nuclear incident.

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 (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 $250,000.

(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 all applicable agreements; or (2) $60,000,000. As used in this paragraph, "applicable agreements" means each agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incidence is defined as a "common occurrence."

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. If the licensee is immune from public liability because it is a state agency, the Commission shall make payments under this agreement in the same manner and to the same extent as the Commission would be required to do if the licensee were not such a state agency.

8. 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 4 of the Attachment and shall terminate at the time of expiration of that license specified in Item 2 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 ended as defined in subparagraph 3(b), 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. E- ----

ATTACHMENT

Item 1—Licensee ------------------------
Address ------------------------
Item 2—License number or numbers-------
Item 3—Location ------------------------

Item 4—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 ------------------------
By ------------------------
(Name of licensee)

Dated at Germantown, Md., the ------ day of ----------, 19 --.

(Sec. 161, 66 Stat. 948; 42 U.S.C. 2201. Interpret or apply sec. 4, Public Law 85-256; Public Law 85-744; sec. 2, Public Law 85-602; sec. 3, Public Law 87-206)

Dated at Germantown, Md., this 21st day of March 1962.

For the Atomic Energy Commission.

WOODFORD B. MCCOOL,
Secretary.

[F.R. Doc. 62-2968; Filed, Mar. 28, 1962; 8:45 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter III—Federal Aviation Agency

SUBCHAPTER C—AIRCRAFT REGULATIONS

[Reg. Docket No. 1120; Amdt. 56]

PART 514—TECHNICAL STANDARD ORDERS FOR AIRCRAFT MATERIALS, PARTS, PROCESSES AND APPLIANCES

TSO-C23b Parachutes

Technical Standard Order C23a published in the FEDERAL REGISTER of January 12, 1961, as § 514.33 of the regulations of the Administrator (26 F.R. 219), contains the minimum performance standards for parachutes for use on civil aircraft. This TSO also contained a footnote concerning surplus military parachutes which was added for informational purposes only. Such footnote states that surplus military parachutes identified by an NAF, AAF or AN drawing number, an AAF order number, or other military designation or specification numbers are also eligible for use in all civil aircraft.

It has recently come to the attention of this Agency that this footnote has created some misunderstanding because of its location in a regulation establishing standards for approval of parachutes under the Technical Standard Order system. Thus, the footnote has been taken as meaning that surplus military parachutes are approved for use on civil aircraft under the TSO system merely on the basis that they are identified by a military designation or specification number. This, of course, is not the case. Any parachute, military or otherwise, must be found to meet the standards set forth in the applicable TSO and a certification to this effect filed with the FAA before it can be considered for approval under the TSO system. The fact that a military parachute is identified with a military designation or specification does not, in and of itself, serve to establish that such a parachute meets the applicable TSO standards. Therefore, in order to eliminate this source of misunderstanding, TSO C23a has been superseded by a new Technical Standard Order designated as TSO C23b which is published without the subject footnote. In all other respects, this TSO is the same as TSO C23a.

Since this regulatory action is for the purpose of clarification and imposes no additional burden on any person, notice and public procedure hereon are unnecessary and good cause exists for making it effective on less than 30 days' notice.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (25 F.R. 6489), § 514.33 of Part 514 of the regulations of the Administrator (14 CFR Part 514) is hereby revised to read as follows:

§ 514.33 Parachutes—TSO C23b.

(a) *Applicability*—(1) *Minimum performance standards.* Minimum performance standards are hereby established for parachutes which are to be used in civil aircraft of the United States. New models of parachutes manufactured for use in civil aircraft of the United States on or after the effective date of this section shall meet the minimum performance standards of National Aircraft Standards Specification 804 dated August 24, 1949,[1] with the exceptions covered in subparagraph (2) of this paragraph. Parachutes approved prior to the effective date of this section may continue to be manufactured under the provisions of the original approval.

(2) *Exceptions.* (i) The auxiliary parachute used in combination with a standard parachute shall be designed for use in combination with the specific main parachute.

[1] Copies may be obtained from the National Standards Association, 616 Washington Loan and Trust Building, Washington 4, D.C.

(ii) For the purpose of testing an auxiliary type parachute used in combination with a standard parachute the speed specified in section 4.3.8 of NAS Specification 804 shall be 25 feet per second instead of 21 feet per second.

(b) *Marking.* The auxiliary parachute and its pack shall be marked "Auxiliary Parachute" in addition to the other marking requirements contained in § 514.3.

(c) *Data requirements.* (1) The manufacturer shall maintain a current file of complete design data.

(2) The manufacturer shall maintain a current file of complete data describing the inspection and test procedures applicable to his product. (See paragraph (d) of this section.)

(d) *Quality control.* Each parachute shall be produced under a quality control system, established by the manufacturer, which will assure that each parachute is in conformity with the requirements of this section. This system shall be described in the data required under paragraph (c)(2) of this section. A representative of the Administrator shall be permitted to make such inspections and tests at the manufacturer's facility as may be necessary to determine compliance with the requirements of this section.

Effective date: March 29, 1962.

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

Issued in Washington, D.C., on March 22, 1962.

G. S. MOORE,
Acting Director, Flight Standards Service.

[F.R. Doc. 62-2980; Filed, Mar. 28, 1962; 8:45 a.m.]

SUBCHAPTER E—AIR NAVIGATION REGULATIONS

[Airspace Docket No. 61-WA-238]

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

Alteration of Control Area Extensions, Transition Area and Designation of Transition Areas

On January 24, 1962, a notice of proposed rulemaking was published in the FEDERAL REGISTER (27 F.R. 699) stating that the Federal Aviation Agency proposed to alter control area extensions, and a transition area, and designate transition areas in the Boston, Mass., and Indianapolis, Ind., Air Route Traffic Control Center areas.

The Air Transport Association of America (ATA) concurred with the proposal to designate additional controlled airspace to implement new aircraft holding pattern procedures. However, ATA objected to the establishment of the floor of the transition areas at 1,200 feet above the surface, and recommended that the floors be established at 700 feet above the surface until such time as the application of CAR Amendment 60-21 is undertaken on an area basis. The ATA doubted that the additional uncontrolled airspace provided by higher floors could be clearly enough identified to be of use because of the charting problems involved in portraying the different floors of controlled airspace.

As stated in the notice, a review of the controlled airspace newly allocated on January 11, 1962, to encompass the increased dimensions of the new aircraft holding pattern procedures revealed certain instances calling for adjustments in the amount of controlled airspace designated. The designation of this additional controlled airspace is necessary to accommodate the new procedures consistent with the requirements in the area concerned, and with a minimum of penalty to other users of the airspace. In this instance, the transition areas are being established, or altered, apart from the CAR Amendment 60-21 area studies specifically for the holding of en route air traffic where there are no requirements to designate controlled airspace for this purpose below 1,200 feet above the surface. Accordingly, action is taken herein to designate the transition areas as proposed. It is expected that the charting problem associated with the change in the vertical extent of controlled airspace will be resolved in the near future.

No other 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:

§ 601.1047 [Amendment]

1. In the text of § 601.1047 (26 F.R. 11894), "That airspace bounded on the E by the United States/Canadian border and a line extending from latitude 45°37′30″ N., longitude 67°39′00″ W., via latitude 44°45′00″ N., longitude 67°30′00″ W.," is deleted and "That airspace bounded on the E by the United States/Canadian border and a line extending from latitude 45°29′00″ N., longitude 67°30′00″ W.," is substituted therefor.

§ 601.1246 [Amendment]

2. In the text of § 601.1246 (26 F.R. 12289), "within 12 miles SE and 8 miles NW of the Evansville VORTAC 227° radial extending from the 15-mile radius area to 30 miles SW of the VORTAC;" is deleted and "within 12 miles SE and 8 miles NW of the Evansville VORTAC 227° radial extending from the 15-mile radius area to 44 miles SW of the VORTAC;" is substituted therefor.

§ 601.1385 [Amendment]

3. In the text of § 601.1385 (26 F.R. 12517), "on the E by longitude 74°30′00″ W.," is deleted and "on the E by longitude 74°24′00″ W.," is substituted therefor.

4. Section 601.10945 (26 F.R. 12517) is amended to read:

§ 601.10945 De Lancey, N.Y., transition area.

The airspace extending upward from 1,200 feet above the surface within 10 miles N and 7 miles S of the De Lancey, N.Y., VOR 265° and 085° radials extending from 9 miles W to 20 miles E of the VOR.

5. Part 601 (14 CFR Part 601) is amended by adding the following sections:

§ 601.10954 Greene, N.Y., transition area.

That airspace extending upward from 1,200 feet above the surface within 12 miles E and 8 miles W of the Georgetown, N.Y., VOR 169° radial extending from 12 miles S to 44 miles S of the VOR.

§ 601.10955 Albany, N.Y., transition area.

That airspace extending upward from 1,200 feet above the surface SE of Albany, N.Y., bounded on the NE by VOR Federal airway No. 130, on the SE by VOR Federal airway No. 487 and on the W by VOR Federal airway No. 91; and SW of Albany bounded on the N by a line 10 miles S of and parallel to the Albany VORTAC 270° radial, on the E by VOR Federal airway No. 91, on the S by VOR Federal airway No. 270 and on the W by longitude 74°16′00 W.

These amendments shall become effective 0001 e.s.t., May 31, 1962.

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

Issued in Washington, D.C., on March 23, 1962.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2973; Filed, Mar. 28, 1962; 8:45 a.m.]

[Airspace Docket No. 62-WE-43]

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

Revocation of Control Zone

The purpose of this amendment to Part 601 of the regulations of the Administrator is to revoke the Wendover, Utah, control zone.

The Wendover Air Force Auxiliary Air Base has been closed, the Wendover radio range has been decommissioned and there is no published instrument approach procedure for the airport. The control tower is no longer in operation and no weather is available for the airport. Therefore, the Federal Aviation Agency has determined that the Wendover control zone is no longer justified as an assignment of controlled airspace and action is taken herein to revoke the Wendover control zone.

Since the change effected by this amendment is less restrictive in nature than the present requirements, and imposes no additional burden on any person, notice and public procedure hereon are unnecessary and it may be made effective immediately.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator (25 F.R. 12582) § 601.1984 (14 CFR 601.1984) is amended by deleting the following:

Wendover, Utah: Wendover AUX.

This amendment shall become effective upon the date of publication in the FEDERAL REGISTER.

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

Issued in Washington, D.C., on March 23, 1962.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2975; Filed, Mar. 28, 1962; 8:45 a.m.]

[Airspace Docket No. 62-WE-27]

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

Alteration of Control Zone

The purpose of this amendment to § 601.2229 of the regulations of the Administrator is to alter the Fairfield, Calif., control zone.

The present Fairfield control zone is designated, in part, on the Travis AFB, Calif., radio range. The Travis radio range has been decommissioned. Therefore, the Federal Aviation Agency is taking action herein to revoke the control zone extensions based on the northwest and southeast courses of the radio range and substitute therefor control zone extensions based on the Travis AFB VOR in the description of the control zone. This will result in smaller extensions than those presently designated.

Since the size of the present control zone is being reduced and the change effected by this amendment is less restrictive in nature than the present requirements, and imposes no additional burden on any person, notice and public procedure thereon are unnecessary. However, since it is necessary that sufficient time be allowed to permit appropriate changes to be made on aeronautical charts, this amendment will become effective more than 30 days after publication.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator (25 F.R. 12582), § 601.2229 (14 CFR 601.2229) is amended to read:

§ 601.2229 Fairfield, Calif., control zone.

Within a 5-mile radius of the Travis AFB, Calif., TACAN (latitude 38°15′04″ N., longitude 121°56′15″ W.) and within 2 miles either side of the Travis VOR 229° radial extending from the VOR to 25 miles SW of the VOR.

This amendment shall become effective 0001 e.s.t., May 31, 1962.

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

Issued in Washington, D.C., on March 23, 1962.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2974; Filed, Mar. 28, 1962; 8:45 a.m.]

[Airspace Docket No. 62-WA-28]

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

Revocation of Reporting Point

The purpose of this amendment to § 601.5001 of the regulations of the Administrator is to revoke the West Palm Beach, Fla., radio range station as a designated reporting point.

Flight progress reports over designated locations, automatically initiated by pilots, facilitate air traffic management and assist the controller in the performance of his duties. However, due to the continuous modernization of the airway structure of the United States, the need for reporting points at particular locations is constantly being revised. Thus the action taken herein reflects this changing need on the part of air traffic control.

Since this amendment is of a procedural nature and will not assign or reassign the use of navigable airspace, notice and public procedure hereon are unnecessary. However, since it is necessary that sufficient time be allowed to permit appropriate changes to be made on aeronautical charts, this amendment will become effective more than 30 days after publication.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator (25 F.R. 12582), the following action is taken:

In the text of § 601.5001 (14 CFR 601.5001, 26 F.R. 5287), "West Palm Beach, Fla., RR." is deleted.

This amendment shall become effective 0001 e.s.t., May 31, 1962.

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

Issued in Washington, D.C., on March 23, 1962.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2978; Filed, Mar. 28, 1962; 8:45 a.m.]

[Airspace Docket No. 60-FW-72]

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

Designation of Transition Area

On September 22, 1961, a notice of proposed rule making was published in the FEDERAL REGISTER (26 F.R. 8951) stating that the Federal Aviation Agency proposed to designate a transition area at Meridian (NAAS Meridian), Miss.

Subsequent to the publication of the notice, an alteration of proposal was published in the FEDERAL REGISTER on January 27, 1962 (27 F.R. 836) stating that the Department of the Navy had requested additional airspace west northwest of NAAS Meridian be included within the proposed transition area.

No adverse comments were received regarding the proposed amendment. However, the Air Transport Association of America requested that the proposed transition area be altered to provide controlled airspace for an off-airway direct route between the Meridian VOR and the Columbus, Miss., VOR.

The transition area was proposed to provide controlled airspace for the protection of aircraft executing instrument approach and departure procedures at the Meridian NAAS. The designation of transition areas for the protection of off-airway routes is contrary to Agency policy.

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

The substance of the proposed amendment 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, Part 601 (14 CFR Part 601) is amended by adding the following section:

§ 601.10050 Meridian, Miss. (NAAS Meridian), transition area.

That airspace extending upward from 1,200 feet above the surface within the area W and N of the Meridian NAAS bounded by a line beginning at latitude 32°47′00″ N., longitude 89°30′00″ W.; to latitude 32°50′00″ N., longitude 89°21′00″ W.; to latitude 32°41′30″ N., longitude 88°44′00″ W.; to latitude 33°03′00″ N., longitude 88°57′40″ W.; to latitude 33°05′40″ N., longitude 88°52′40″ W.; thence E along a 45-mile radius arc centered at the Columbus AFB (latitude 33°38′35″ N., longitude 88°26′40″ W.), Columbus, Miss., to the N boundary of VOR Federal airway No. 18 N alternate; thence via the N boundary of VOR Federal airway No. 18 N to the point of beginning, excluding the portion which would coincide with the Meridian control area extension (§ 601.1018); and within the area SE of the Meridian NAAS bounded on the N by VOR Federal airway No. 18, on the E by VOR Federal airway No. 209, and on the S by VOR Federal airway No. 154.

This amendment shall become effective 0001 e.s.t., May 31, 1962.

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

Issued in Washington, D.C., on March 23, 1962.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2979; Filed, Mar. 28, 1962; 8:45 a.m.]

[Airspace Docket No. 61-WA-137]

PART 602—DESIGNATION OF JET ROUTES, JET ADVISORY AREAS AND HIGH ALTITUDE NAVIGATIONAL AIDS

Alteration of Jet Route and Jet Advisory Area

On January 25, 1962, a notice of proposed rule making was published in the FEDERAL REGISTER (27 F.R. 753) stating that the Federal Aviation Agency proposed to extend Jet Route No. 70 and its associated en route radar jet advisory area from Seattle, Wash., to the intersection of the Seattle VORTAC 247° and the Portland, Oreg., VORTAC 318° True radials.

No 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:

1. In § 602.100 *Jet routes* (26 F.R. 7080) Jet Route No. 70 is amended as follows:

(a) In the caption "Seattle, Wash.," is deleted and "Hoquiam, Wash.," is substituted therefor.

(b) In the text "From Seattle, Wash., via the" is deleted and "From the INT of the Portland, Oreg., 318° and the Seattle, Wash., 247° radials via Seattle;" is substituted therefor.

2. In § 602.200 *Enroute jet advisory areas* (26 F.R. 7082) Jet Route No. 70 is amended to read:

Jet Route No. 70 jet advisory area.
Radar—From the INT of the Portland, Oreg., 318° and the Seattle, Wash., 247° radials, to Idlewild, N.Y.

These amendments shall become effective 0001 e.s.t., May 31, 1962.

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

Issued in Washington, D.C., on March 23, 1952.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2977; Filed, Mar. 28, 1962; 8:45 a.m.]

[Airspace Docket No. 61-WA-111]

PART 602—DESIGNATION OF JET ROUTES, JET ADVISORY AREAS AND HIGH ALTITUDE NAVIGATIONAL AIDS

Designation of Jet Advisory Area

On January 25, 1962, a notice of proposed rule making was published in the FEDERAL REGISTER (27 F.R. 752) stating that the Federal Aviation Agency proposed to designate a terminal radar jet advisory area at Memphis, Tenn.

The Air Transport Association of America offered no objection to the proposal. No other comments were received.

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

The substance of the proposed amendment 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 action is taken:

In § 602.300 *Terminal jet advisory areas* (26 F.R. 7083) the following is added:

Memphis, Tenn., jet advisory area—Radar. a. From Farmington, Mo., via Dyersburg, Tenn.; Holly Springs, Miss.; Greenwood, Miss.; the INT of the Greenwood 357° and the Pine Bluff, Ark., 082° radials; Pine Bluff; Little Rock, Ark.; the INT of the Little Rock 062° and the Walnut Ridge, Ark., 188° radials; Walnut Ridge; to Farmington, including the area encompassed by this line.

This amendment shall become effective 0001 e.s.t., May 31, 1962.

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

Issued in Washington, D.C., on March 23, 1962.

D. D. THOMAS,
Director, Air Traffic Service.

[F.R. Doc. 62-2976; Filed, Mar. 28, 1962; 8:45 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 8175 c.o.]

PART 13—PROHIBITED TRADE PRACTICES

Aluminum Company of America

Subpart—Discriminating in price under section 2, Clayton Act—Payment for Services or Facilities for Processing or Sale Under 2(d): § 13.824 *Advertising expenses.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 2, 49 Stat. 1527; 15 U.S.C. 13) [Cease and desist order, Aluminum Company of America, Pittsburgh, Pa., Docket 8175, Nov. 1, 1961]

In the Matter of Aluminum Company of America, a Corporation

Consent order requiring a manufacturer of aluminum and aluminum products, including "Alcoa Wrap" aluminum foil, with annual sales exceeding $858,000,000, to cease violating section 2(d) of the Clayton Act by such practices as paying $150 to a retail grocery chain in Burlington, Iowa, for advertising or other services furnished in connection with the sale of its products while not making any comparable payments to the chain's competitors.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Aluminum Company of America, a corporation, and its officers, employees, agents, and representatives, directly or through any corporate or other device, in or in connection with the offering for sale, sale or distribution of any of its aluminum foil products or aluminum foil containers in commerce, as "commerce" is defined in the Clayton Act, as amended, do forthwith cease and desist from:

Paying or contracting for the payment of anything of value to, or for the benefit of, any customer of respondent as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the offering for sale, sale or distribution of respondent's aluminum foil products or aluminum foil containers, unless such payment or consideration is made available on proportionally equal terms to all other customers competing in the distribution of such products.

It is further ordered, That the respondent herein shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

Issued: November 1, 1961.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 62-2989; Filed, Mar. 28, 1962; 8:46 a.m.]

[Docket C-19]

PART 13—PROHIBITED TRADE PRACTICES

Gelmor Trading Co. et al.

Subpart—Furnishing false guaranties: § 13.1053 *Furnishing false guaranties:* § 13.1053-80 *Textile Fiber Products Identification Act.* Subpart—Importing, selling, or transporting flammable wear: § 13.1060 *Importing, selling, or transporting flammable wear.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, 67 Stat. 111, as amended, 72 Stat. 1717; 15 U.S.C. 45, 1191, 70) [Cease and desist order, Marc Gotheil et al., trading as Gelmor Trading Company, New York, N.Y., Docket C-19, Nov. 7, 1961]

In the Matter of Marc Gotheil, Leo B. Elson and Joseph B. Morgens, Individually and as Copartners Trading as Gelmor Trading Company

Consent order requiring New York City importers to cease violating the Flammable Fabrics Act by importing and selling fabric so highly flammable as to be dangerous when worn, and to cease violating the Textile Fiber Products Identification Act by furnishing their customers with false guarantees that certain of their textile fiber products were not misbranded or falsely invoiced.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Marc Gotheil, Leo B. Elson, and Joseph B. Morgens, individually and as copartners trading as Gelmor Trading Company, or under any other name, and respondents' representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from:

(a) Importing into the United States; or

(b) Selling, offering for sale, introducing, delivering for introduction, transporting, or causing to be transported, in commerce, as "commerce" is defined in the Flammable Fabrics Act; or

(c) Transporting or causing to be transported for the purpose of sale or delivery after sale in commerce;

any fabric, which, under the provisions of section 4 of the Flammable Fabrics Act, as amended, is so highly flammable as to be dangerous when worn by individuals;

It is further ordered, That respondents Marc Gotheil, Leo B. Elson, and Joseph B. Morgens, individually and as copartners trading as Gelmor Trading Company, or under any other name, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, delivery for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported, in commerce, or the importation into the United States of textile fiber products; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of textile fiber products which have been advertised or offered for sale in commerce; or in connection with sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of textile fiber products, whether in their original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from;

Furnishing false guaranties that textile fiber products are not misbranded or falsely invoiced, under the provisions of the Textile Fiber Products Identification Act.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: November 7, 1961.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 62-2990; Filed, Mar. 28, 1962; 8:46 a.m.]

[Docket 8083]

PART 13—PROHIBITED TRADE PRACTICES

International Staple & Machine Co.

Subpart—Coercing and intimidating: § 13.358 *Distributors.* Subpart—Dealing on exclusive and tying basis: § 13.670 *Dealing on exclusive and tying basis:* § 13.670-10 *Clayton Act, section 3.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, sec. 3, 38 Stat. 731; 15 U.S.C. 45, 14) [Cease and desist order, International Staple & Machine Company, Herrin, Ill., Docket 8083, Nov. 7, 1961]

In the Matter of International Staple & Machine Company, a Corporation

Order requiring one of the nation's largest manufacturers of wide crown carton-closing staples, staplers, parts, and accessories, to cease violating section 3 of the Clayton Act by such practices as its consistent policy of requiring its independent distributors and dealers to discontinue handling competitive products and to handle only its own; and to cease restricting the persons to whom, and the territories within which, said distributors and dealers might sell its products.

The order to cease and desist is as follows:

It is ordered, That respondent International Staple & Machine Company, a corporation, and its officers, directors, agents, representatives, and employees, directly or indirectly, or through any corporate, partnership, or other device, in connection with the offering for sale, sale or distribution of carton-closing staples, or stapling machines, parts or accessories, or any other products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Selling or making any contract or agreement for the sale of any such products on any requirement, condition, agreement, or understanding which limits or restricts the persons to whom, or the geographic areas within which, the purchasers thereof may resell such products;

2. Enforcing, or continuing in operation or effect any requirement, condition, agreement or understanding with any purchaser which limits or restricts the persons to whom, or the geographic areas within which, such purchaser may resell such products.

It is further ordered, That respondent International Staple & Machine Company, a corporation, and its officers, directors, agents, representatives, and employees, directly or indirectly, or through any corporate, partnership, or other device, in connection with the offering for sale, sale or distribution of carton-closing staples, or stapling machines, parts or accessories or any other products in commerce, as "commerce" is defined in the Clayton Act, do forthwith cease and desist from:

1. Selling or making any contract or agreement for the sale of any such products on the condition, agreement, or understanding that the purchaser thereof shall not use, deal in, sell, or distribute products supplied by any other seller;

2. Enforcing, or continuing in operation or effect, any requirement, condition, agreement, or understanding with any purchaser which is to the effect that such purchaser shall not use, deal in, sell, or distribute products supplied by any other seller.

By "Decision of the Commission", etc., report of compliance was required as follows:

It is ordered, That the respondent herein shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with the order to cease and desist.

Issued: November 7, 1961.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 62-2991; Filed, Mar. 28, 1962; 8:46 a.m.]

[Docket C-17]

PART 13—PROHIBITED TRADE PRACTICES

Harold Greenberg and Johnstown Products

Subpart—Advertising falsely or misleadingly: § 13.155 *Prices:* § 13.155-5 *Additional charges unmentioned;* § 13.155-10 *Bait;* § 13.200 *Sample, offer or order conformance;* § 13.240 *Special or limited offers.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Harold Greenberg, trading as Johnstown Products, Philadelphia, Pa., Docket C-17, Nov. 6, 1961]

In the Matter of Harold Greenberg, an Individual Trading as Johnstown Products

Consent order requiring an individual in Philadelphia to cease using bait advertising to obtain leads to prospective purchasers of his aluminum storm windows and doors and aluminum patio covers, and false claims that the sale price was half the usual price, that the advertised products were in stock ready for delivery, that the offer was limited to three days, that the advertised products were as pictured with ornamental grills and columns and scalloped valances, and that prices included installation.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That Harold Greenberg, an individual trading as Johnstown Products, or under any other name or names, and respondent's representatives, agents, and employees, directly, or through any corporate or other device, in connection with the offering for sale, sale or distribution, of aluminum storm windows, storm doors, and patios, or any other merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or indirectly, that certain merchandise is offered for sale, when such offer is not a bona fide offer to sell the merchandise so offered;

2. The use of any sales plan procedure involving the use of false, deceptive, or misleading statements or representations in advertising which are designed to obtain leads or prospects for the sale of other or different merchandise;

3. Using pictorial representations in advertising to represent that respondent's patios, storm doors, or other products, contain certain features or construction which are not in fact supplied by respondent for the price advertised;

4. Representing, directly or indirectly, that any amount is respondent's usual