This statement is made as of February 3, 1969.

Dated: February 3, 1969.

LEWIS W. LENGNICK.

[F.R. Doc. 69-2500; Filed, Feb. 28, 1969; 8:47 a.m.]

OWEN T. LENTZ

Statement of Changes in Financial Interests

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

(1) None.
(2) None.
(3) None.
(4) None.

This statement is made as of February 17, 1969.

Dated: February 17, 1969.

OWEN T. LENTZ.

[F.R. Doc. 69-2501; Filed, Feb. 28, 1969; 8:47 a.m.]

C. R. MACHEN

Statement of Changes in Financial Interests

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

(1) No change.
(2) Mohawk Airlines—Addition; Tenneco—Deletion; American Tobacco—Deletion.
(3) No change.
(4) No change.

This statement is made as of February 3, 1969.

Dated: February 3, 1969.

C. R. MACHEN.

[F.R. Doc. 69-2502; Filed, Feb. 28, 1969; 8:47 a.m.]

ROBERT R. McLAGAN

Statement of Changes in Financial Interests

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

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of February 13, 1969.

Dated: February 17, 1969.

R. R. McLAGAN.

[F.R. Doc. 69-2503; Filed, Feb. 28, 1969; 8:47 a.m.]

CHARLES S. McNEER

Statement of Changes in Financial Interests

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

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of February 10, 1969.

Dated: February 10, 1969.

C. S. McNEER.

[F.R. Doc. 69-2504; Filed, Feb. 28, 1969; 8:47 a.m.]

JULIO A. NEGRONI

Statement of Changes in Financial Interests

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

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of February, 1969.

Dated: February 4, 1969.

JULIO A. NEGRONI.

[F.R. Doc. 69-2505; Filed, Feb. 28, 1969; 8:48 a.m.]

RAFAEL RAMIREZ

Statement of Changes in Financial Interests

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

(1) No change.
(2) No change.
(3) No change.
(4) No change.

Dated: February 11, 1969.

RAFAEL RAMIREZ.

[F.R. Doc. 69-2506; Filed, Feb. 28, 1969; 8:48 a.m.]

LEROY J. SCHULTZ

Statement of Changes in Financial Interests

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

(1) None.
(2) None.
(3) None.
(4) None.

This statement is made as of February 3, 1969.

Dated: February 3, 1969.

L. J. SCHULTZ.

[F.R. Doc. 69-2507; Filed, Feb. 28, 1969; 8:48 a.m.]

CHARLES W. WATSON

Statement of Changes in Financial Interests

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

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of February 3, 1969.

Dated: February 3, 1969.

C. W. WATSON.

[F.R. Doc. 69-2508; Filed, Feb. 28, 1969; 8:48 a.m.]

CARL H. WILLIAMS

Statement of Changes in Financial Interests

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

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of January 31, 1969.

Dated: February 4, 1969.

CARL H. WILLIAMS.

[F.R. Doc. 69-2509; Filed, Feb. 28, 1969; 8:48 a.m.]

DEPARTMENT OF AGRICULTURE

Commodity Credit Corporation

LIVESTOCK FEED PROGRAM

Notice of Designation of Emergency Areas

Notice is hereby given that, pursuant to the provisions of section 407 of the Agricultural Act of 1949, as amended (7 U.S.C. 1472, 63 Stat. 1055), and the Act of September 21, 1959, as amended (sections 1–4, 73 Stat. 574), the Secretary of Agriculture has designated the counties specified in this notice as emergency areas for purposes of the Livestock Feed Program (7 CFR, Part 1475, as amended). Feed grains will be made available for sale to livestock owners in such counties in accordance with the terms and conditions in the regulations for such program. The designated counties are as follows:

OREGON

Grant.

UTAH

Garfield. Wayne.
Piute.

Signed at Washington, D.C., on February 19, 1969.

WILLIAM E. GALBRAITH,
Vice President of the Commodity Credit Corporation.

[F.R. Doc. 69-2556; Filed, Feb. 28, 1969; 8:51 a.m.]

Consumer and Marketing Service

NATIONAL SCHOOL LUNCH, AND CHILD NUTRITION ACT PROGRAMS

Prototype Agreements for Use by School Districts in Contracting With Food Service Management Companies for School Feeding Programs

Section 210.8(c)(3) of the National School Lunch Program regulations (7 CFR Part 210), § 215.7(c)(4) of the Special Milk Program regulations (7 CFR Part 215), and § 220.7(d) of the School Breakfast Program regulations (7 CFR Part 220) as these sections were amended January 18, 1969 (34 F.R. 807), permit any school participating in any of these Programs to operate under the Program during any period through fiscal year 1970 under a contract with a food service management company on a pilot, experimental basis, provided that: (1) Such action extends food service to needy children not previously benefiting from the Program; (2) the contract with the food service management company is one which is substantially in conformity with the applicable prototype agreement published below; and (3) the agreement is approved by the State Agency, or CFPDO where applicable, and the U.S. Department of Agriculture in advance of the beginning of the food service.

Notwithstanding the fact that the school has contracted with the company for the operation of the food service, the school remains responsible for carrying out all the requirements of the National School Lunch Program or other Program in which it participates and will be reimbursed from the funds appropriated for the applicable Program. For the purpose of enabling the school to carry out this responsibility, the prototype agreements set forth below provide that the school will supply or approve menus; will determine that meals conform with the meal type requirements of the National School Lunch or other Program; will fix all prices for the meals and other food served; will designate the children who are to receive free or reduced price meals and assure that the identity of such children is protected; and will determine the acceptability of personnel employed on the school premises. The school will be represented in overall management of the food service operations by its own Food Service Director who is responsible for seeing that the contract provisions are carried out, and, under the Program requirements, will claim reimbursement from the State Agency, or CFPDO where applicable, for the meals served to the children.

Under all of the prototype agreements set forth below, the food service management company will purchase the food used in the meals for the account of the school with invoices sent directly to the school, for payment by the school; will cooperate with the school in maintaining controls on the cost of food it purchases for the school; to the maximum extent possible, will utilize in the preparation of the meals, foods donated by the U.S. Department of Agriculture; in purchasing food for the school, will purchase in as large quantities as may be effectively used, foods designated as plentiful by the U.S. Department of Agriculture; will maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations; and will maintain proper storage and food inventory control records of the purchased foods and of the Government donated foods.

For all services, including the management fee, the school will pay the food service management company a fixed price per plate or other unit of food served or delivered.

The prototype agreements set forth below encompass the above responsibilities of the school and the company. Inclusion of these responsibilities is mandatory and not open to negotiation between the school and the company. All other provisions of the prototype agreements are open to negotiation between the school and the company, subject to State and local laws on sanitation, health, insurance, etc.

The following are the texts of the prototype agreements:

AGREEMENT (A) BETWEEN SCHOOL DISTRICT AND FOOD SERVICE MANAGEMENT COMPANY FOR ON-SCHOOL-SITE FEEDING OPERATIONS

This Agreement is made this _____ day of _____, 19__, by and between the _____ School District, having its office at _____, City of _____, hereinafter designated as the "School", and _____, a corporation organized and existing under the laws of the State of _____, with principal offices at _____, City of _____, hereinafter designated as the "Company."

In consideration of the mutual promises and covenants contained herein, the Company and the School agree as follows:

1. The Company shall manage the food service operations of the School in the following attendance (school) units:

a. _____ address.
b. _____ address.
c. _____ address.

Other attendance units may be added to or any of the attendance units listed may be eliminated from this agreement, as agreed upon by the Company and the School.

2. The School shall be represented in the overall management of said food service operations by the School's own employee, a Food Service Director, who shall have the right and authority:

a. To develop and supply to the Company, prior to the beginning of operations under this Agreement, specifications for the food to be purchaesd by the Company for the School's food service operations.

b. To inspect the purchased food to determine compliance with the purchase specifications and to reject food not meeting such specifications.

c. To have access to the Company's purchase records bearing upon the food purchased for the School, for review and audit, as necessary.

d. To supply or approve the menus and recipes for meals and other food to be served so as to insure compliance with U.S. Department of Agriculture meal type requirements, to inspect the meals served to determine compliance with U.S. Department of Agriculture meal type requirements, and to withhold payment for meals not meeting prescribed requirements.

e. To require that the Company's employees be of the ability, appearance, behavior, and physical condition that is in conformity with the School's and the local Health Department's requirements for food service personnel, attached hereto.

f. To require that the Company's employees be of the number agreed upon by the Company and the School, as set out in paragraph 5.

g. To inspect at any time the food preparation, storage, and service areas to determine the adequacy of the Company's cleaning and sanitation practices.

h. To determine the adequacy of the Company's storage practices and recordkeeping so as to insure the safekeeping of all food, including that donated for the use of the School by the U.S. Department of Agriculture, and in connection therewith to have ready access to the related food inventory control records of the Company.

3. The Company shall use such space, equipment, fixtures, china, glass, tableware, kitchen utensils, and utilities provided by the School as may be reasonably necessary for the efficient management of the food service operation in each of the designated attendance units. All equipment, supply, and utensil items shall remain the sole property of the School and the Company shall restore such property to the School in the same condition as when originally made available to the Company, reasonable wear and tear and loss or damage due to vandalism or civil disturbance excepted. Representatives of the Company and the School shall jointly inventory the equipment, glassware, tableware, utensil, food and supply items at the beginning of operations under this Agreement. The Company shall, at its expense, repair any

of such property of the School which becomes damaged, except when the damage is due to vandalism or civil disturbance, and shall replace any of such property which becomes lost with items of equal quality. Copies of the inventory shall be attached to the copies of this contract for reference. Any additional equipment furnished by the Company shall remain the property of the Company, which shall have the right to remove it at any time. The Company shall, at its expense, maintain the School's equipment in good working order. The Company shall be responsible for the regular care and cleaning of all equipment and the food preparation, storage, and serving areas, including serving counters, ovens, hoods and ducts, light fixtures, floors, walls and windows, and for the clearing of tables and the cleaning of the dining area, tables, chairs, and benches following meal service. The cleaning of the dining area and the alternative uses of the area shall be in accordance with a time schedule agreed upon by the Company and the School. The Company shall arrange and pay for exterminating service and for laundry of employee uniforms, towels, and linens. The Company shall procure and pay for cleaning supplies. The Company shall be responsible for the sanitary handling of garbage and trash, shall use the receptacles provided therefor by the School, and shall move refuse to the area designated by the School. The School shall be responsible for removal of garbage and trash from the school building site.

4. The Company shall comply with all Federal, State, and local laws and regulations governing the preparing, handling, and serving of food, and shall procure and keep in effect all licenses, permits, and food handler's cards as are required by law, and shall post such permits, notices, and cards in a prominent place within the food service areas, as required. The Company shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

5. The Company shall employ not less than ------ persons to provide the food service under this Agreement. The Company shall hire and dismiss all its employees in accordance with State and local standards and regulations for the employment of food service personnel. Employees hired by the Company must be acceptable to the School. Such employees shall be paid by the Company. In any labor negotiations involving such employees, the School, as a concerned party, shall be represented by the same official that represents the School in similar negotiations involving personnel employed for other supportive services performed for the School.

6. The Company shall serve to children, on such days, at such times, and at such prices as the School shall prescribe, (a) meals which follow the menus and recipes supplied or approved by the School, and which meet the meal-type requirements prescribed by the U.S. Department of Agriculture (and any additional requirements as may be established by the State of ----------) which are set out in detail in Exhibit ------, attached hereto and made a part of this Agreement, and (b) such other food as may be agreed upon by the Company and the School. School employees and teachers may be permitted to purchase meals and other food at the option and direction of the School at prices set by the School. The Company shall not sell on the premises of any attendance unit listed in this Agreement, any food or beverage items other than the prescribed meals and other food, except those which may be expressly authorized by the School, and then only at times and places designated by the School. The Company shall not use the School's facilities for the preparation of food to be served in any location other than the listed attendance units. The Company shall serve milk to children under the Special Milk Program at times and at prices set by the School, and shall keep the records needed to file claims for reimbursement under that program. The Company shall cooperate with the School in promoting the nutritional education aspects of the School's food service program and in the efforts of the School to coordinate these aspects with classroom instruction, e.g., by making the food preparation and storage areas available for visits of the school children at reasonable times. The kitchen and the food preparation and service facilities shall be available for after-school-hours social events as agreed upon by the Company and the School.

7. The Company shall purchase, for the account of the School, the food required for the meals and other food served under this Agreement. Invoices shall be sent to the School for payment by the School. The cost of food used for meals, including the estimated local wholesale value of the food donated by the U.S. Department of Agriculture, shall not exceed an amount, per plate of food served, agreed upon by the Company and the School prior to the beginning of operations under this Agreement. For the purpose of controlling per plate cost, the value of all food used will be reviewed at times agreed upon by the Company and the School, but not less often than every 3 months. The Company shall purchase in as large quantities as may be efficiently utilized in the School's food service, food which the School advises it is designated as plentiful by the U.S. Department of Agriculture. Food purchased for service other than in meals shall be of the quality specified by the School. The Company shall purchase all food for the School at the lowest prices possible consistent with maintaining the quality standards prescribed by the School, which are attached hereto as Exhibit ------, and made a part hereof.

8. To the maximum extent possible, the Company shall use in the preparation of the meals and other food served to the children, food donated for the use of the School by the U.S. Department of Agriculture. The Company shall maintain adequate storage practices, inventory and control of such foods to insure that its use is in conformance with the School's agreement with the State Distributing Agency, attached hereto as Exhibit ------. The Company shall give the School's Food Service Director ready access to the food storage area and to the inventory control records on the purchased food and the Government-donated food for such inspection and review as, in the opinion of the School's Food Service Director, is necessary.

9. The Company shall serve free or reduced-price meals to children designated by the School and protect the anonymity of such children; keep an accurate daily record of the number of all meals and other food served to children and, separately, all meals and other food served to adults, and shall transmit the record daily to the School's Food Service Director. The Company shall collect cash, tokens, or meal tickets from all persons served and transmit such collections daily to the School's Food Service Director or his designee, unless the School directs the Company to deposit the cash collections to the credit of the School's bank account each school day and to give the School a daily record of such deposits. In the event the food service operation in any attendance unit is large enough to warrant the use of a cash register, it shall be supplied by the School with the reset keys therefor to remain in the custody of the School.

10. The School shall be liable for labor and any other direct expenses incurred by the Company because of the School's failure to notify the Company before ------ a.m. of any day for which food services are canceled.

11. The Company shall indemnify the School against any loss or damage (including attorney's fees and other costs of litigation) caused by the Company's negligent acts or omissions, theft by the Company's employees, or negligent acts or omissions of the Company's agents or employees. The Company shall defend any suit against the School alleging personal injury, sickness or disease arising out of the consumption of the food served.

The school shall promptly notify the Company in writing of any claims against the Company or the School, and in the event of a suit being filed, shall promptly forward to the Company all papers in connection therewith. The School shall not incur any expense or make any settlement without the Company's consent. However, if the Company refuses or neglects to defend any such suit, the School may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Company.

12. The Company shall:

a. Procure and maintain workmen's compensation insurance as prescribed by the laws of the State in which the School is located.

b. Procure and maintain comprehensive bodily injury and property damage liability insurance, including bodily injury and property damage caused by automotive vehicles used in the School's food service operations, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident; and $100,000 for property damage in any one accident.

c. Furnish the School certificates of insurance to demonstrate that it has procured the required insurance.

d. Procure and maintain a surety bond conditioned on the Company's faithful performance of this Agreement. (Omit this subparagraph if no bond will be required.)

13. All records of the Company bearing upon food service operations in any attendance unit shall be maintained at such attendance unit or at the Company's local office within the State, and shall be made available to the School upon request. The Company shall maintain any additional records the School may request to meet the requirements of the National School Lunch Program, or any other Government program. All such records shall be kept on file for 3 years after the end of the Federal fiscal year to which they pertain. The School's Food Service Director or other School representative, State educational agency representatives, and the auditors of the U.S. Department of Agriculture and the U.S. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place. Authorized representatives of the School, the State educational agency, and the U.S. Department of Agriculture shall have the right to conduct on-site administrative reviews of the food service operation.

14. The School shall pay the Company based on the following schedule:

FOR LUNCHES

For under 200 daily participation ------ cents per plate of food served.

For 200–500 daily participation ------ cents per plate of food served.

For 500 and up daily participation ------ cents per plate of food served.

FOR BREAKFASTS

For under 200 daily participation ------ cents per plate of food served.

For 200–500 daily participation _____ cents per plate of food served.

For 500 and up daily participation _____ cents per plate of food served.

FOR OTHER FOOD

_____	_____
_____	_____
_____	_____

15. The School shall make such payment to the Company monthly, on or before the _____ day of the month following the calendar month for which payment is made.

16. This Agreement constitutes the entire Agreement between the Company and the School with respect to the subject matter hereof and there are no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the School and the Company. No assignment or transfer of this Agreement may be made, in whole or in part, without the written consent of the School being first obtained.

17. This Agreement shall be effective as of _____, and shall be in force with respect to meals served during the period commencing on the effective date and ending _____, and during such additional period or periods as the Company and the School may agree upon. However, either party may at any time during the life of this Agreement or any extension thereof terminate this Agreement, with respect to the serving of meals, by giving sixty (60) days' notice in writing to the other party of its intention to do so, and the School may terminate this Agreement, with respect to the serving of meals, if the terms and conditions thereof are not fully complied with by the Company, by giving ten (10) days' notice in writing of its intention to do so. All notices to the School shall be addressed to it at _____ _____ and all notices to the Company shall be addressed to the Company at _____.

In witness whereof, the parties hereto have caused this agreement to be signed by their duly authorized officers the day and year first above written.

FOR THE SCHOOL	FOR THE COMPANY
_____	_____
_____	_____
_____	_____

APPROVED BY THE STATE EDUCATION AGENCY

_____

_____

AGREEMENT (B) BETWEEN SCHOOL DISTRICT AND FOOD SERVICE MANAGEMENT COMPANY FOR ON-SCHOOL-SITE FEEDING OPERATIONS PLUS TRANSPORTATION OF FOOD TO OTHER UNITS

This Agreement is made this _____ day of _____, 19__, by and between the _____ School District, having its office at _____, City of _____, hereinafter designated as the "School", and _____, a corporation organized and existing under the laws of the State of _____, with principal offices at _____, City of _____, hereinafter designated as the "Company."

In consideration of the mutual promises and covenants contained herein, the Company and the School agree as follows:

1. The Company shall manage the food service operations of the School in the following attendance (school) units:

a. _____ address.
b. _____ address.
c. _____ address.

In addition, the Company shall prepare meals in any of such attendance units and deliver them to the following attendance units which do not have food preparation facilities:

d. _____ address.
e. _____ address.
f. _____ address.

Other attendance units may be added to or any of the attendance units listed may be eliminated from this Agreement, as agreed upon by the Company and the School.

2. The School shall be represented in the overall management of said food service operations by the School's own employee, a Food Service Director, who shall have the right and authority:

a. To develop and supply to the Company, prior to the beginning of operations under this Agreement, specifications for the food to be purchased by the Company for the School's food service operations.

b. To inspect the purchased food to determine compliance with the purchase specifications and to reject food not meeting such specifications.

c. To have access to the Company's purchase records bearing upon the food purchased for the School, for review and audit, as necessary.

d. To supply or approve the menus and recipes for meals and other food to be served, so as to insure compliance with U.S. Department of Agriculture meal-type requirements, to inspect the meals served to determine compliance with U.S. Department of Agriculture meal-type requirements, and to withhold payment for meals not meeting prescribed requirements.

e. To require that the Company's employees be of the ability, appearance, behavior, and physical condition that is in conformity with the School's and the local Health Department's requirements for food service personnel, attached hereto.

f. To require that the Company's employees be of the number agreed upon by the Company and the School, as set out in paragraph 5.

g. To inspect at any time the food preparation, storage, and service areas and the food containers and automotive vehicles used in transporting the prepared meals and other food to the School, to determine the adequacy of the Company's cleaning and sanitation practices.

h. To determine the adequacy of the Company's storage practices and recordkeeping so as to insure the safekeeping of all food, including that donated for the use of the School by the U.S. Department of Agriculture, and in connection therewith to have ready access to the related food inventory control records of the Company.

3. The Company shall use such space, equipment, fixtures, china, glass, tableware, kitchen utensils, and utilities provided by the School as may be reasonably necessary for the efficient mangement of the food service operation in each of the designated attendance units. All equipment, supply, and utensil items shall remain the sole property of the School and the Company shall restore such property to the School in the same condition as when originally made available to the Company, reasonable wear and tear and loss or damage due to vandalism or civil disturbance excepted. Representatives of the Company and the School shall jointly inventory the equipment, glassware, tableware, utensil, food and supply items at the beginning of operations under this Agreement and the Company shall, at its expense, repair any of such property of the School which becomes damaged, except when the damage is due to vandalism or civil disturbance, and shall replace any of such property which becomes lost with items of equal quality. Copies of the inventory shall be attached to the copies of this Agreement for reference. Any additional equipment furnished by the Company shall remain the property of the Company, which shall have the right to remove it at any time. The Company shall, at its expense, maintain the School's equipment in good working order. The Company shall be responsible for the regular care and cleaning of all the equipment and the food preparation, storage, and serving areas, including serving counters, ovens, hoods and ducts, light fixtures, floors, walls and windows, and for the clearing of tables and the cleaning of the dining area, tables, chairs, and benches following meal service. The cleaning of the dining area and the alternative uses of the area shall be in accordance with a time schedule mutually agreeable to the Company and the School. The Company shall arrange and pay for exterminating service and for laundry of employee uniforms, towels, and linens. The Company shall procure and pay for cleaning supplies. The Company shall be responsible for the sanitary handling of garbage and trash, shall use the receptacles provided therefore by the School, and shall move refuse to the area designated by the School. The School shall be responsible for removal of garbage and trash from the school building site.

The Company shall supply automotive vehicles and insulated containers for hot and cold food for the transportation of meals and other food to the attendance units without food preparation facilities, and shall be responsible for the sanitary handling of the transported food and the maintenance of the temperatures for the hot and the cold food, as prescribed by the School. If this Agreement is not renewed at the end of any period during which it is in effect, the School shall have the option to purchase from the Company any of the Company's automotive vehicles and insulated containers used to transport the meals and other food, as provided for in this Agreement, for an amount representing the residual value of such equipment.

4. The Company shall comply with all Federal, State, and local laws and regulations governing the preparing, handling, transporting, and serving of food, shall procure and keep in effect all licenses, permits, and food handler's cards, as are required by law, and shall post such permits, notices, and cards in a prominent place within the food service areas, as required. The Company shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

5. The Company shall employ not less than _____ persons to provide food service under this Agreement. The Company shall hire and dismiss all its employees in accordance with State and local standards and regulations for the employment of food service personnel. Employees hired by the Company must be acceptable to the School. Such employees shall be paid by the Company. In any labor negotiations involving such employees, the School, as a concerned party, shall be represented by the same official that represents the School in similar negotiations involving personnel employed for other supportive services performed for the School.

6. The Company shall serve to children, in all attendance units, on such days, at such times, and at such prices as the School shall prescribe, (a) meals which follow the menus and recipes supplied or approved by the School, and which meet the meal-type requirements prescribed by the U.S. Department of Agriculture (and any additional requirements as may be established by the State of _____) which are set out in detail in Exhibit _____, attached hereto and

made a part of this Agreement, and (b) such other food as may be agreed upon by the Company and the School. School employees and teachers may be permitted to purchase meals and other food at the option and direction of the School at prices set by the School. The Company shall not sell on the premises of any attendance unit listed in this Agreement, any food or beverage items other than the prescribed meals or other food, except those which may be expressly authorized by the School, and then only at times and places designated by the School. The Company shall not use the School's facilities for the preparation of food to be served in any location other than the listed attendance units. The Company shall serve milk to children under the Special Milk Program at times and at prices set by the School, and shall keep the records needed to file claims for reimbursement under the Program. The Company shall cooperate with the School in promoting the nutritional educational aspects of the School's food service program and in the efforts of the School to coordinate these aspects with classroom instruction, e.g., by making the food preparation and storage areas available for visits of the school children at reasonable times. The kitchen and the food preparation and service facilities shall be available for after-school-hours social events as agreed upon by the Company and the School.

7. The Company shall purchase, for the account of the School, the food required for the meals and other food served under this Agreement. Invoices shall be sent to the School for payment by the School. The cost of food used for meals, including the estimated local wholesale value of the food donated by the U.S. Department of Agriculture, shall not exceed an amount, per plate of food served, agreed upon by the Company and the School prior to the beginning of operations under this Agreement. For the purpose of controlling per plate cost, the value of all food used will be reviewed at times agreed upon by the Company and the School, but not less often than every 3 months. The Company shall purchase in as large quantities as may be efficiently utilized in the School's food service, food which the School advises it is designated as plentiful by the U.S. Department of Agriculture. Food purchased for service other than in meals shall be of the quality specified by the School. The Company shall purchase all food for the School at the lowest prices possible consistent with maintaining the quality standards prescribed by the School, which are attached hereto as Exhibit ------, and made a part hereof.

8. To the maximum extent possible, the Company shall use in the preparation of the meals and other food served to the children, food donated for the use of the School by the U.S. Department of Agriculture. The Company shall maintain adequate storage practices, inventory, and control of such food to insure that its use is in conformance with the School's agreement with the State Distributing Agency, attached hereto as Exhibit ------. The Company shall give the School's Food Service Director ready access to the food storage area and to the inventory control records on the purchased food and the Government-donated food for such inspection and review as, in the opinion of the School's Food Service Director, is necessary.

9. The Company shall serve free or reduced-price meals to children designated by the School and protect the anonymity of such children; keep an accurate daily record of the number of all meals and other food served to children and separately, all meals and other food served to adults, and shall transmit the record daily to the School's Food Service Director. The Company shall collect cash, tokens, or meal tickets from all persons served and transmit such collections daily to the School's Food Service Director or his designee, unless the School directs the Company to deposit the cash collections to the credit of the School's bank account each school day, and give to the School a daily record of such deposits. In the event the food service operation in any attendance unit is large enough to warrant the use of a cash register, it shall be supplied by the School with the reset keys therefor to remain in the custody of the School.

10. The School shall be liable for labor and any other direct expenses incurred by the Company because of the School's failure to notify the Company before ------ a.m. of any day for which food services are canceled.

11. The Company shall indemnify the School against any loss or damage (including attorney's fees and other costs of litigation) caused by the Company's negligent acts or omissions, theft by the Company's employees, or negligent acts or omissions of the Company's agents or employees. The Company shall defend any suit against the School alleging personal injury, sickness or disease arising out of the consumption of the food served and any suit against the School alleging property damage or personal injury arising out of the transportation of food to attendance units without food preparation facilities.

The School shall promptly notify the Company in writing of any claims against the Company or the School, and in the event of a suit being filed, shall promptly forward to the Company all papers in connection therewith. The School shall not incur any expense or make any settlement without the Company's consent. However, if the Company refuses or neglects to defend any such suit, the School may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Company.

12. The Company shall:

a. Procure and maintain workmen's compensation insurance as prescribed by the laws of the State in which the School is located.

b. Procure and maintain comprehensive bodily injury and property damage liability insurance, including bodily injury and property damage caused by automotive vehicles used in the School's food service operations, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident; and $100,000 for property damage in any one accident.

c. Furnish the School certificates of insurance to demonstrate that it has procured the required insurance.

d. Procure and maintain a surety bond conditioned on the Company's faithful performance of this Agreement. (Omit this subparagraph if no bond will be required.)

13. All records of the Company bearing upon food service operations in any attendance unit shall be maintained at such attendance unit or at the Company's local office within the State, and shall be made available to the School upon request. The Company shall maintain any additional records the School may request to meet the requirements of the National School Lunch Program, or any other government program. All such records shall be kept on file for three years after the end of the Federal fiscal year to which they pertain. The School's Food Service Director or other School representative, State educational agency representatives, and the auditors of the U.S. Department of Agriculture and the U.S. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place. Authorized representatives of the School, the State educational agency, and the U.S. Department of Agriculture shall have the right to conduct on-site administrative reviews of the food service operations.

14. The School shall pay the Company based on the following schedule:

FOR LUNCHES

For under 200 daily participation ------ cents per plate of food served.
For 200–500 daily participation ------ cents per plate of food served.
For 500 and up daily participation ------ cents per plate of food served.

FOR BREAKFASTS

For under 200 daily participation ------ cents per plate of food served.
For 200–500 daily participation ------ cents per plate of food served.
For 500 and up daily participation ------ cents per plate of food served.

FOR OTHER FOOD

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15. The School shall make such payment to the Company monthly, on or before the ------ day of the month following the calendar month of operation for which payment is made.

16. This Agreement constitutes the entire Agreement between the Company and the School with respect to the subject matter hereof and there are no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the School and the Company. No assignment or transfer of this Agreement may be made, in whole or in part, without the written consent of the School being first obtained.

17. This Agreement shall be effective as of ----------, and shall be in force with respect to meals served during the period commencing on the effective date and ending ----------, and during such additional period or periods as the parties hereto may agree upon. However, either party may at any time during the life of this Agreement or any extension thereof terminate this Agreement, with respect to the serving of meals, by giving sixty (60) days' notice in writing to the other party of its intention to do so, and the School may terminate this Agreement, with respect to the serving of meals, if the terms and conditions thereof are not fully complied with by the Company, by giving ten (10) days' notice in writing of its intention to do so. All notices to the School shall be addressed to it at ---------- and all notices to the Company shall be addressed to the Company at ----------.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first above written.

FOR THE SCHOOL	FOR THE COMPANY
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APPROVED BY THE STATE EDUCATION AGENCY

AGREEMENT (C) BETWEEN SCHOOL DISTRICTS AND FOOD SERVICE MANAGEMENT COMPANIES FOR OFF-SCHOOL-SITE MEAL PREPARATION OPERATIONS

This Agreement is made this _____ day of _____, 19__, by and between the _____ School District, having its office at _____, City of _____, hereinafter designated as the "School" and the _____, a corporation organized and existing under the laws of the State of _____, with principal offices at _____, City of _____, hereinafter designated as the "Company."

In consideration of the mutual promises and covenants contained herein, the Company and the School agree as follows:

1. The Company shall prepare meals and other food and deliver them to the following attendance units of the School:

a. _____ address.
b. _____ address.
c. _____ address.

Other attendance units may be added to or any of the attendance units listed may be eliminated from this Agreement, as agreed upon by the Company and the School.

2. The School shall be represented in its overall food service operations by the School's own employee, a Food Service Director, who shall have the right and authority:

a. To develop and supply to the Company, prior to the beginning of operations under this Agreement, specifications for the food which the Company is to use in the meals and other food prepared for the School.

b. To inspect such food to determine compliance with the specifications and to reject food not meeting such specifications.

c. To have access to the Company's purchase records bearing upon the food purchased for the School, for review and audit, as necessary.

d. To supply or approve the menus and recipes for meals and other food to be delivered so as to insure compliance with U.S. Department of Agriculture meal-type requirements, to inspect the meals delivered to determine compliance with U.S. Department of Agriculture meal-type requirements, and to withhold payment for meals not meeting prescribed requirements.

e. To inspect at any time the Company's food preparation, packaging and storage areas and the food containers and automotive vehicles used in transporting prepared meals and other food to the School to determine the adequacy of the Company's cleaning, sanitation, and maintenance practices.

f. To determine the adequacy of the Company's storage and recordkeeping practices so as to insure the safekeeping of all food, including the food donated for the use of the School by the U.S. Department of Agriculture, and in connection therewith to have ready access to the related food inventory control records of the Company.

3. The Company shall comply with all Federal, State, and local laws and regulations governing the preparing, handling, and transporting of food; shall procure and keep in effect all necessary licenses, permits, and food handler's cards as are required by law; and shall post such licenses, permits and cards in a prominent place within the meal preparation areas, as required. The Company shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

4. The Company shall supply automotive vehicles and insulated containers for hot and cold food for the transportation of meals and other food to the designated attendance units. If this Agreement is not renewed at the end of any period during which it is in effect, the School shall have the option to purchase from the Company any of the Company's automotive vehicles and insulated containers used to transport the meals and other food, as provided for in this Agreement, for an amount representing the residual value of such equipment.

The Company shall deliver the meals and other food to the attendance units of the School in accordance with the attached delivery schedule (Exhibit _____) in such quantities as may be agreed upon from time to time by the Company and the School; shall maintain proper temperatures for the hot and the cold food and shall maintain adequate sanitary practices in handling the food in transit.

In the event that the Company fails to deliver any meal or meals or other food to the School, as agreed upon, the School may procure a meal or meals or other food elsewhere, and charge to the Company the cost of such replacement meal or meals or other food, plus any expenses incurred by the School in procuring such replacement meal or meals or other food.

5. The Company shall purchase, for the account of the School, the food required for the meals and other food to be delivered to the School under this Agreement. Invoices shall be sent to the School for payment by the School. The cost of food used for meals, including the estimated wholesale value of the food donated by the U.S. Department of Agriculture, shall not exceed an amount, per plate of food served, agreed upon by the Company and the School prior to the beginning of operations under this Agreement. For the purpose of controlling per plate cost, the value of all food used will be reviewed at times agreed upon by the Company and the School, but not less often than every 3 months. The Company shall purchase in as large quantities as may be efficiently utilized in the School's food service, food which the School advises it is designated as plentiful by the U.S. Department of Agriculture. The Company shall purchase all food for the School at the lowest prices possible consistent with maintaining the quality standards prescribed by the School, which are attached hereto as Exhibit _____, and made a part hereof.

6. To the maximum extent possible, the Company shall use, in the meals and other food delivered to the School, food donated for the use of the School by the U.S. Department of Agriculture. The Company shall maintain adequate storage practices, inventory and control of such food to insure that their use is in conformance with the School's agreement with the State Distributing Agency, attached hereto as Exhibit _____. The Company shall give the School's Food Service Director ready access to the food storage area and to the inventory control records on the purchased food and the Government-donated food for such inspection and review as, in the opinion of the School's Food Service Director, is necessary.

7. The Company shall indemnify the School against any loss or damage (including attorney's fees and other costs of litigation) caused by the Company's negligent act or omission, theft by the Company's employees, or the negligent acts or omissions of the Company's agents or employees. The Company shall defend any suit against the School alleging personal injury or property damage arising out of the transportation of meals or other food to the attendance units of the School, and any suit alleging personal injury, sickness or disease arising out of the consumption of the meals or other food delivered to the School.

The School shall promptly notify the Company in writing of any claims against the Company or the School, and in the event of a suit being filed, shall promptly forward to the Company all papers in connection therewith. The School shall not incur any expense or make any settlement without the Company's consent. However, if the Company refuses or neglects to defend any such suit, the School may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Company.

8. All records of the Company bearing upon food purchases, storage, food preparation and transportation, directly related to the meals and other food delivered under this Agreement, including the records on receipt, storage, and use of Government-donated commodities, shall be made available to the School upon request. The School's Food Service Director or other School representative, State educational agency and the State Distributing Agency representatives, and the auditors of the U.S. Department of Agriculture and the U.S. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place.

9. The School shall pay the Company for the meals prepared and delivered on the basis of the following schedule:

FOR LUNCHES

Elementary—Secondary

For under 200 daily lunch delivered. _____¢—_____¢ per
For 200 to 500 daily lunch delivered. _____¢—_____¢ per
For 500 and up daily lunch delivered. _____¢—_____¢ per

FOR BREAKFASTS

Elementary—Secondary

For under 200 daily breakfast delivered. _____¢—_____¢ per
For 200 to 500 daily breakfast delivered. _____¢—_____¢ per
For 500 and up daily breakfast delivered. _____¢—_____¢ per

FOR OTHER FOOD

_____ _____
_____ _____
_____ _____

10. The School shall make such payment to the Company monthly on or before the _____ day of the month following the calendar month for which payment is made, except that the School shall not be obligated to receive or pay for any meal or other food if, by notice to the Company before _____ a.m., the School requested that such meal or other food not be delivered, and the School shall not be obligated to pay for any meal or other food which does not meet the prescribed requirements.

11. This Agreement constitutes the entire Agreement between the Company and the School with respect to the subject matter hereof and there are no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the School and the Company. No assignment or transfer of this Agreement may be made, in whole or in part, without the written consent of the School being first obtained.

12. This Agreement shall be effective as of _____, and shall be in force with respect to meals delivered during the period commencing on the effective date and ending _____, and during such additional period or periods as the Company and the School may agree upon. However, either party may at any time during the life of this Agreement or any extension thereof terminate this Agreement with respect to the delivery of meals by giving sixty (60) days' notice in writing to the other party of its intention to do so, and the School may terminate this

Agreement with respect to the delivery of meals, if the terms and conditions hereof are not fully complied with by the Company, by giving ten (10) days' notice in writing of its intention to do so. All notices to the school shall be addressed to it at _____ and all notices to the Company shall be addressed to the Company at _____.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first above written.

FOR THE SCHOOL	FOR THE COMPANY
_____	_____
_____	_____
_____	_____
APPROVED BY THE STATE EDUCATIONAL AGENCY	APPROVED BY THE STATE DISTRIBUTING AGENCY
_____	_____
_____	_____

Effective date. This notice shall be effective on date of publication.

Dated: February 25, 1969.

J. PHIL CAMPBELL,
Acting Secretary.

[F.R. Doc. 69-2448; Filed, Feb. 28, 1969; 8:45 a.m.]

Packers and Stockyards Administration

VALLEY LIVESTOCK COMMISSION CO., INC. ET AL.

Notice of Changes in Names of Posted Stockyards

Correction

In F.R. Doc. 69-2328 appearing at page 2617 of the issue for Wednesday, February 26, 1969, the first entry for "Texas" under the column headed *"Current name of stockyard and date of change in name"* should read as follows:

Blanco Livestock Commission Company, Sept. 1, 1968.

DEPARTMENT OF COMMERCE

Business and Defense Services Administration

CARNEGIE-MELLON UNIVERSITY

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder (32 F.R. 2433 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Scientific Instrument Evaluation Division, Department of Commerce, Washington, D.C.

Docket No. 69-00230-33-54600. Applicant: Carnegie-Mellon University, Mellon Institute, 4400 Fifth Avenue, Pittsburgh, Pa. 15213. Article:

1. Lipson optical diffractometer with 2½" standard lens.
2. Pantograph punch.

Manufacturer: The Rank Organisation, Rank Pullin Controls, United Kingdom. Intended use of article: This set of articles will be used almost exclusively for analysis of biological structures such as muscle and nerve tissues. The optical diffractometer will be used in analysis of electron microscope plates and X-ray diffraction structures, and the pantograph punch to produce a model pattern of trial structures. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for the purposes for which such article is intended to be used, is being manufactured in the United States. Reasons: The foreign article is to be used to assist in the solution of X-ray diffraction problems. This is accomplished by first punching a mask of holes in a black card in such a way that each hole corresponds to an atomic position and then observing the optical diffraction pattern produced by this mask. Without the foreign article the deduction of the exact arrangement of atoms in a solid, from the way in which X-rays are diffracted as they pass through, is accomplished by trial and error. That is, a structure is postulated and its diffraction pattern is calculated and compared to that observed. If the two patterns agree, the structure is assumed to be correct. The calculations are long and tedious and many trials are necessary before agreement is reached. With the foreign article a trial structure can be tested in a few minutes. We are advised by the Department of Health, Education, and Welfare (HEW) in its memorandum dated January 30, 1969, that HEW knows of no scientifically equivalent domestic instrument.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for the purposes for which such article is intended to be used, which is being manufactured in the United States.

CHARLEY M. DENTON,
Assistant Administrator for Industry Operations, Business and Defense Services Administration.

[F.R. Doc. 69-2474; Filed, Feb. 28, 1969; 8:45 a.m.]

CULVER CITY UNIFIED SCHOOL DISTRICT

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder (32 F.R. 2433 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Scientific Instrument Evaluation Division, Department of Commerce, Washington, D.C.

Docket No. 69-00210-98-2600. Applicant: Culver City Unified School District, 4034 Irving Place, Culver City, Calif. 90230. Article: Dr. Clemenz standard construction device for the theory of electricity. Manufacturer: Dr. Clemenz, West Germany. Intended use of article: The article will be used for teaching the basic theory of electricity. It teaches the student to construct electrical articles by actual practice and gives him a basic understanding of the theory underlying the experiments. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for the purposes for which such article is intended to be used, is being manufactured in the United States. Reasons: The application relates to a set of units that are to be assembled by the student as an objective demonstration of the principles underlying alternating current and direct current generators, three-phase motors, and other electrical apparatus.

The Department of Commerce knows of no comparable apparatus being manufactured in the United States, which is capable of fulfilling the purposes for which the foreign article is intended to be used.

CHARLEY M. DENTON,
Assistant Administrator for Industry Operations, Business and Defense Services Administration

[F.R. Doc. 69-2475; Filed, Feb. 28, 1969; 8:45 a.m.]

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder (32 F.R. 2433 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Scientific Instrument Evaluation Division, Department of Commerce, Washington, D.C.

Docket No. 69-00248-00-66700. Applicant: Massachusetts Institute of Technology, 77 Massachusetts Avenue, Cambridge, Mass. 02139. Article: Spare parts for Prevost projector. Manufacturer: Prevost, Italy. Intended use of article: The article will be used as spare parts for an existing projector. Comments: N-