and if no time is specified, within a reasonable time not to exceed 21 days; or failing to make any other refunds to which the purchaser is entitled within 15 days from the date of the receipt of the request for such refund.

3. Representing directly or by implication:

(a) That any amount is respondents' usual and customary retail price of merchandise unless such amount is the price at which the merchandise has been usually and customarily sold at retail by respondents in the recent regular course of business.

(b) That any saving is afforded in the purchase of merchandise from the respondents' retail price unless the price at which the merchandise is offered constitutes a reduction from the price at which said merchandise is usually and customarily sold at retail by the respondents in the recent regular course of business.

(c) That any amount of savings is available to purchasers of respondents' advertised goods or merchandise, or the amounts by which the price of merchandise has been reduced either from the price at which it has been usually and customarily sold by repsondents in the recent regular course of business or from the price at which it has been usually and customarily sold at retail in the trade area where the representation was made.

4. Using the words:

"Our lowest price ever."
"Regular value."
"Originally."
"Half-price sale."
"Savings."

Or any other words or terms of similar import in connection with prices of merchandise unless such prices are those at which the merchandise has been sold by respondents in the recent regular course of business or unless such prices are those at which the merchandise has usually and customarily been sold by respondents at retail.

5. Failing to maintain and to furnish when requested full and adequate records which disclose the facts upon which any statement, claim, offer or representation of the types described in paragraphs 3 and 4 above is based for a period of 1 year immediately prior to the publication of any advertisement containing such claims.

6. Representing directly or by implication that:

(a) The products known or described as "Magnificent Antique Beethoven Music Scrolls," "Olde Antique Map Clock," "Decorative Antique Maps," or any other product known or described as "Antique" are antiques, unless such product or article is an antique within the official data or statistics of the U.S. Tariff Act of 1930.

(b) Any product described as a "5 in 1 Fruit Cocktail Tree" or any similar product which is represented as capable of producing multifruits, can be easily grown, will produce plentiful fruit during the year or from summer to fall, or will grow and survive in any hardiness zone.

(c) Any product represented and/or advertised as a "Swiss Sport and Stop Watch" or by any other name is of 10 karat gold fineness or any karat designation in excess of that which it actually contains or that the watch is guaranteed without specifically disclosing any limitations, qualifications and/or service charges pertaining to said guarantee.

(d) The "Remarkable Lady Bird Beetle" or any similar insect controls, eliminates or rids gardens or farms of destructive insect pests, including Japanese beetles, or constitutes a proven method of biological plant control used by any governmental agency including the U.S. Department of Agriculture.

(e) The Praying Mantis or any similar insect controls, eliminates, or rids gardens of such destructive garden insects as borers, mites, maggots, or Japanese Beetles, or that it is a new method of biological plant control.

It is ordered, That respondents maintain full and adequate records which disclose the facts from which any statement, claim, offer, or representation pertaining to amount of savings, reduction of price, lowest price, half-price sale, or similar representations and claims, is based, for a period of 1 year immediately prior to the publication of any advertisement containing such claims .

It is further ordered, That respondents shall forthwith deliver and distribute a copy of this order to all present and future personnel of respondents concerned with the promotion and sale of merchandise or in any aspect of preparation, creation, or placing of advertising and to all operating divisions, subsidiaries, and affiliates of said corporations.

It is further ordered, That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries, or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That each respondent 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 the order to cease and desist contained herein.

Issued: April 11, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN,
Secretary.

[FR Doc.72-7720 Filed 5-22-72;8:48 am]

Title 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs, Department of the Treasury

[T.D. 72-135]

PART 14—APPRAISEMENT

Release of Advisory Value Information Prior to Arrival or Shipment of Merchandise

On September 28, 1971, there was published in the FEDERAL REGISTER (36 F.R. 19081), a notice of proposed rule making setting forth a proposed amendment to the Customs Regulations relating to furnishing information as to value. Interested persons were given 30 days to submit written comments, suggestions, or objections regarding the proposed regulations.

After consideration of all representations received in response to the notice, language has been added to the proposed amendment of § 14.4(b), Customs Regulations, which establishes as a condition to furnishing value information, evidence of a firm commitment or intent to import the merchandise for which advisory value information is requested. This standard accomplishes the purpose of the proposed amendment in eliminating the requirement that the goods for which value information is sought already had been exported to the United States, but would avoid frivolous requests for value information.

The proposed amendment, including this change, is adopted as set forth below:

In § 14.4, paragraph (b) is amended to read as follows:

§ 14.4 Furnishing information as to value.

* * * * *

(b) The information shall be given only in regard to merchandise to be appraised by, or under the jurisdiction of, the district director who receives the request, and only with respect to merchandise for which there is presented evidence of a firm commitment or intent to import such merchandise into the United States.

* * * * *

(R.S. 251, sec. 624, 46 Stat. 759; 19 U.S.C. 66, 1624)

Effective date. This amendment shall become effective 30 days after its publication in the FEDERAL REGISTER.

[SEAL] G. R. DICKERSON,
Acting Commissioner of Customs.

Approved: May 11, 1972.

EUGENE T. ROSSIDES,
Assistant Secretary of the Treasury.

[FR Doc.72-7789 Filed 5-22-72;8:52 am]

Title 25—INDIANS

Chapter I—Bureau of Indian Affairs, Department of the Interior

SUBCHAPTER G—TRIBAL GOVERNMENT

PART 72—ATTORNEY CONTRACTS WITH INDIAN TRIBES

Procedures for Contracting With the Five Civilized Tribes and for Contracting With Other Tribes in the Absence of General Councils

Pursuant to the authority vested in the Secretary of the Interior by sections 161, 463, 465, and 2103 of the Revised Statutes (5 U.S.C. 301; 25 U.S.C. 2, 9, 81, and 82a), notice is hereby given that Part 72, Subchapter G, Chapter I, Title 25 of the Code of Federal Regulations is amended by a reference inserted in §§ 72.8 to 72.26, and by addition of § 72.26 under the center heading, "Tribes Not Organized under the Indian Reorganization Act," to permit the person or governing entity officially recognized as having authority to act for such tribes to contract for the services of legal counsel when a general council or tribal meeting is not feasible. Under a new center heading entitled "Five Civilized Tribes," there are added §§ 72.30 through 72.35 containing regulations governing the negotiation, execution, and approval of like contracts by the Choctaw, Chickasaw, Cherokee, Creek, or Seminole Tribes or Nations of Indians which are known as the Five Civilized Tribes.

Since these regulations greatly reduce the difficulty some tribes have had in contracting to obtain legal services, advance notice and public procedure thereon would delay the receipt of such services, possibly to the detriment of the tribe, and have been deemed contrary to the public interest. Therefore, advance notice and public procedure are dispensed with under the exception provided in subsection (b)(B) of 5 U.S.C. 553 (1970).

Since delay in these regulations becoming effective may cause a hardship to a tribe in need of legal services, the 30-day deferred effective date is dispensed with under the exception provided in subsection (d)(3) of 5 U.S.C. 553 (1970). Accordingly, these amendments shall become effective upon the date of publication in the FEDERAL REGISTER (5–23–72).

1. Section 72.8 is revised to read as follows:

§ 72.8 Selection of counsel.

Except as stated in §§ 72.12–72.15 and 72.26, a tribal attorney or technical specialist and tribal delegates to execute a contract shall be selected by a general council or meeting of the tribe, to be called by the superintendent of the particular reservation.

2. Following § 72.25, there is added a new § 72.26 to read as follows:

§ 72.26 Governing bodies without express authority to contract.

In the following cases, the entity or spokesman officially recognized as having authority to act for a tribe may both negotiate and conclude contracts for the services of legal counsel pursuant to applicable provisions of this part:

(a) In the absence of tribal governing documents, or

(b) When such documents do not expressly authorize the governing body of a tribe to conclude such contracts and do not provide for calling a tribal meeting to authorize concluding such contracts pursuant to § 72.8, and convening a tribal general council is not deemed feasible.

3. Following new § 72.26, there is added a new center heading and new §§ 72.30 through 72.35 to read as follows:

FIVE CIVILIZED TRIBES

Sec.
72.30 Contents and approval of contracts.
72.31 Negotiation of contract.
72.32 Notice from the principal officer.
72.33 Notice from attorney.
72.34 Tentative form of contract.
72.35 Execution in quintuplet.

AUTHORITY: Secs. 72.30 through 72.35 issued under R.S. secs. 161, 463, 465 (5 U.S.C. 301; 25 U.S.C. 2, 9, 82a).

FIVE CIVILIZED TRIBES

§ 72.30 Contents and approval of contracts.

All contracts for the services of legal counsel or technical specialists negotiated and executed with the Choctaw, Chickasaw, Cherokee, Creek, or Seminole Tribes or Nations, also known as the Five Civilized Tribes, shall be in strict compliance with the requirements of section 2103 of the Revised Statutes of the United States (25 U.S.C. 81).

§ 72.31 Negotiation of contract.

That person or governing entity recognized as having authority to act for and in behalf of any one of the Five Civilized Tribes in matters of importance may, when it is found there is a substantial need and demand therefor, negotiate and contract for services of a tribal counsel or counsels and technical specialist or specialists, subject to the approval of the Secretary of the Interior or his authorized representative.

§ 72.32 Notice from the principal officer.

Notice of intention to negotiate with attorneys or with technical specialists shall be sent by the principal tribal officer to the Superintendent. Such notice shall be accompanied by a full statement concerning the need for retaining counsel or specialists, as the case may be, the purpose for which such assistance is needed and the scope of the intended employment. The notice and statement shall be transmitted to the Area Director by the Superintendent together with the latter's report and recommendations with respect to the approval of such contract.

§ 72.33 Notice from attorney.

Attorneys desiring to execute contracts with any one of the Five Civilized Tribes shall be required to give written notice to the Area Director through the the Superintendent having jurisdiction over said tribe.

§ 72.34 Tentative form of contract.

The principal officer of any one of the Choctaw, Cherokee, Creek, Seminole, and Chickasaw Tribes may, if he desires, obtain a tentative form of contract by written application to the office of the appropriate Agency Superintendent. Requests for forms for an attorney contract should include a statement reciting whether the attorney is desired as a general legal counsel in connection with the business of the tribe or as counsel in respect to specific problems on which legal counsel is desired, or specific matters requiring representation in court or before committees of Congress and the Departments of Government. Requests for forms for technical service contracts should include a statement of the particular type of service required and the purpose for which it is needed. The anticipated term of each proposed contract should be stated.

§ 72.35 Execution in quintuplet.

The contract should be executed in quintuplet, and all copies of it shall be transmitted by the Superintendent to the Area Director.

ROGERS C. B. MORTON,
Secretary of the Interior.

MAY 17, 1972.

[FR Doc.72-7742 Filed 5-22-72;8:49 am]

Title 32A—NATIONAL DEFENSE, APPENDIX

Chapter VI—Bureau of Domestic Commerce, Department of Commerce

[DMS Order 4, Rev. Schedule A]

DMS ORDER 4—COPPER AND COPPER-BASE ALLOYS

Set-Aside Percentages

This amendment of Schedule A to DMS Order 4 (formerly BDSA Order M-11A) is found necessary and appropriate to promote the national defense and is issued pursuant to the Defense Production Act of 1950, as amended. In the formulation of this order, there was consultation with industry representatives, including trade association representatives, and consideration was given to their recommendations.

This amendment changes Schedule A of May 16, 1970, to DMS Order 4 by changing the base period from calendar year 1969 to calendar year 1971, and by changing the set-aside percentages from 6 percent to 2 percent on unalloyed plate, sheet, strip, and rolls; from 5 percent to 9 percent on unalloyed rod, bar, shapes, and wire; from 5 percent to 4 percent on alloyed plate, sheet, strip, and rolls; from 6 percent to 10 percent on alloyed rod, bar, shapes, and wire; from 3 percent to 2 percent on copper wire mill products; and from 4 percent to 3 percent on copper foundry products.

This amendment applies to authorized controlled material orders calling for delivery after June 30, 1972.

(Sec. 704, 64 Stat. 816, 50 U.S.C. App. 2154 as amended)

Schedule A to DMS Order 4 is hereby amended to read as follows:

SCHEDULE A TO DMS ORDER 4

SET-ASIDE PERCENTAGES

(See sec. 6(f) of DMS Order 4)

Base Period—January–December 1971

(See sec. 2(o) of DMS Order 4)

Product	Percentage for orders calling for delivery after June 30, 1972 [1]
Brass mill products:	
Unalloyed:	
Plate, sheet, strip, and rolls	2
Rod, bar, shapes, and wire	9
Seamless tube and pipe	2
Alloyed:	
Plate, sheet, strip, and rolls	4
Rod, bar, shapes, and wire	10
Seamless tube and pipe [2]	--
Military ammunition cups [2]	--
Copper wire mill products:	
Copper wire and cable:	
Bare and tinned	2
Weatherproof	2
Magnet wire	2
Paper and lead power cable	2
Paper and lead telephone cable	2
Asbestos cable	2
Portable and flexible cord	2
Communications wire and cable	2
Shipboard cable	2
Automotive and aircraft wire and cable	2
Insulated power cable	2
Signal and control cable	2
Coaxial cable	2
Copper-clad steel wire containing over 20 percent copper by weight regardless of end use	2
Copper foundry products	3
Unalloyed copper powder mill products [2]	--
Copper-base alloy powder mill products [2]	--

[1] Schedule A revised as of May 16, 1970, to DMS Order 4, as amended Oct. 28, 1966, applies to orders calling for delivery prior to July 1, 1972.

[2] No reserve space required. Producers of these products are nevertheless required to accept authorized controlled material orders for such products in accordance with the provisions of DMS Regulation No. 1 and this order. However, section 6(f) of DMS Order 4 does not apply to such authorized controlled material orders.

This revised schedule shall take effect May 15, 1972.

BUREAU OF DOMESTIC COMMERCE,
HUDSON B. DRAKE,
Director.

[FR Doc.72-7763 Filed 5-22-72;8:48 am]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration

PART 2—DELEGATIONS OF AUTHORITY

Chief Benefits Director et al.

1. Section 2.67 is revised to read as follows:

§ 2.67 Chief Benefits Director and supervisory or adjudicative personnel within jurisdiction of Department of Veterans Benefits designated by him authorized to make findings and decisions under applicable laws, regulations, precedents, and instructions, as to entitlement of claimants to benefits under all laws administered by Veterans Administration governing payment of monetary benefits to veterans and their dependents, within jurisdiction of compensation and pension service.

This delegation of authority is identical to § 3.100(a) of this chapter.

2. Sections 2.68a, 2.69, and 2.70 are revised to read as follows:

§ 2.68a Director, Compensation and Pension Service and personnel of that service designated by him authorized to determine whether claimant or payee has forfeited right to gratuitous benefits pursuant to provisions of 38 U.S.C. 3503 or 3504.

This delegation of authority is identical to § 3.100(c) of this chapter.

§ 2.69 Chief Benefits Director or Director, Compensation and Pension Service, upon field station submission, authorized to approve on basis of certain criteria extra-schedular evaluation commensurate with average earning capacity impairment due exclusively to service-connected disability or disabilities in exceptional case where schedular evaluations inadequate.

This delegation of authority is identical to § 3.321(b) of this chapter.

§ 2.70 Chief Benefits Director or Director, Compensation and Pension Service, upon field station submission; the rating board, without field station submission, where regular schedular standards are met as of date of rating decision; or Adjudication Officer, without field station submission; where regular schedular standards are not met but applicant has attained 40 years of age, authorized in certain instances to approve on extra-schedular basis permanent and total disability rating for pension purposes.

This delegation of authority is identical to § 3.321(b) of this chapter.

3. Section 2.76 is revised to read as follows:

§ 2.76 Chief Benefits Director and supervisory or adjudicative personnel within jurisdiction of education and rehabilitation service designated by him authorized to make findings and decisions under 38 U.S.C. Ch. 31 and applicable regulations, precedents and instructions, as to vocational rehabilitation services for disabled veterans.

This delegation of authority is identical to § 21.1 of this chapter.

4. Sections 2.78, 2.79, 2.80, 2.81, and 2.82 are revised to read as follows:

§ 2.78 Except as otherwise provided, Chief Benefits Director and supervisory or adjudicative personnel within jurisdiction of education and rehabilitation service designated by him delegated authority to make findings and decisions under 38 U.S.C. Chs. 34, 35, and 36 and applicable regulations, precedents and instructions, as to programs of education or special restorative training.

This delegation of authority is identical to § 21.4001(a) of this chapter.

§ 2.79 Chief Benefits Director and the Director, Education and Rehabilitation Service are delegated authority to enter into agreements for reimbursement of State approving agencies under § 21.4153 of this chapter.

This delegation of authority is identical to § 21.4001(b) of this chapter.

§ 2.80 Director, Education and Rehabilitation Service is delegated authority to waive penalties for conflicting interests under § 21.4005 of this chapter.

This delegation of authority is identical to § 21.4001(c)(1) of this chapter.

§ 2.81 Director, Education and Rehabilitation Service is delegated authority to exercise the functions otherwise required of State approving agencies, under § 21.4150(c) of this chapter.

This delegation of authority is identical to § 21.4001(c)(2) of this chapter.

§ 2.82 Director, Education and Rehabilitation Service is delegated authority to approve courses under § 21.4250(c) of this chapter.

This delegation of authority is identical to § 21.4001(c)(3) of this chapter.

By direction of the Administrator.

[SEAL] FRED B. RHODES,
Deputy Administrator.

[FR Doc.72-7781 Filed 5-22-72;8:50 am]

PART 3—ADJUDICATION

PART 21—VOCATIONAL REHABILITATION AND EDUCATION

Miscellaneous Amendments

Compliance with the provisions of § 1.12, as to notice of proposed regulatory development and delayed effective date, is unnecessary in this instance and would serve no useful purpose because

the amendments only reflect organizational changes.

Chapter I is amended as follows:

1. In § 3.100, paragraphs (a) and (c) are amended to read as follows:

§ 3.100 Delegations of authority.

(a) Authority is delegated to the Chief Benefits Director and to supervisory or adjudicative personnel within the jurisdiction of the Department of Veterans Benefits designated by him to make findings and decisions under the applicable laws, regulations, precedents, and instructions, as to entitlement of claimants to benefits under all laws administered by the Veterans Administration governing the payment of monetary benefits to veterans and their dependents, within the jurisdiction of Compensation and Pension Service.

* * * * *

(c) Authority is delegated to the Director, Compensation and Pension Service, and to personnel of that service designated by him to determine whether a claimant or payee has forfeited the right to gratuitous benefits pursuant to the provisions of 38 U.S.C. 3503 or 3504. See § 3.905 (38 U.S.C. 212(a)).

2. In § 3.321(b), subparagraphs (1) and (2) are amended to read as follows:

§ 3.321 General rating considerations.

* * * * *

(b) *Exceptional cases*—(1) *Compensation.* Ratings shall be based as far as practicable, upon the average impairments of earning capacity with the additional proviso that the Administrator shall from time to time readjust this schedule of ratings in accordance with experience. To accord justice, therefore, to the exceptional case where the schedular evaluations are found to be inadequate, the Chief Benefits Director or the Director, Compensation and Pension Service, upon field station submission, is authorized to approve on the basis of the criteria set forth in this paragraph an extra-schedular evaluation commensurate with the average earning capacity impairment due exclusively to the service-connected disability or disabilities. The governing norm in these exceptional cases is: A finding that the case presents such an execptional or unusual disability picture with such related factors as marked interference with employment or frequent periods of hospitalization as to render impractical the application of the regular schedular standards.

(2) *Pension.* Where the evidence of record establishes that an applicant for pension who is basically eligible fails to meet the disability requirements based on the percentage standards of the rating schedule but is found to be unemployable by reason of his disability(s), age, occupational background and other related factors, the following are authorized to approve on an extraschedular basis a permanent and total disability rating for pension purposes: The Chief Benefits Director or the Director, Compensation and Pension Service, upon field station submission; the rating board, without field station submission, where regular schedular standards are met as of the date of rating decision; or the Adjudication Officer, without field station submission, where the regular schedular standards are not met but the applicant has attained 40 years of age.

* * * * *

3. In § 3.905, paragraph (a) is amended to read as follows:

§ 3.905 Declaration of forfeiture.

(a) *Jurisdiction.* At the regional office level, the Chief Attorney is authorized to determine whether the evidence warrants formal consideration as to forfeiture. Submissions may also be made by the director of a service, the Chairman, Board of Veterans Appeals, and the General Counsel. Jurisdiction to determine whether the claimant or payee has forfeited the right to gratuitous benefits is vested in the Director, Compensation and Pension Service, and personnel to whom authority has been delegated under the provisions of § 3.100(c).

* * * * *

4. Section 21.1 is revised to read as follows:

§ 21.1 Delegations of authority.

Authority is delegated to the Chief Benefits Director, and supervisory or adjudicative personnel within the jurisdiction of the Education and Rehabilitation Service designated by him to make findings and decisions under 38 U.S.C. ch. 31 and the applicable regulations, precedents and instructions, as to vocational rehabilitation services for disabled veterans.

5. In § 21.4001, paragraphs (a), (b), and (c) are amended to read as follows:

§ 21.4001 Delegations of authority.

(a) Except as otherwise provided, authority is delegated to the Chief Benefits Director and to supervisory or adjudicative personnel within the jurisdiction of the Education and Rehabilitation Service designated by him to make findings and decisions under 38 U.S.C. chs. 34, 35, and 36 and the applicable regulations, precedents and instructions, as to programs of education or special restorative training.

(b) Authority is delegated to the Chief Benefits Director and the Director, Education and Rehabilitation Service to enter into agreements for reimbursement of State approving agencies under § 21.4135.

(c) Authority is delegated to the Director, Education and Rehabilitation Service, to exercise the functions required of the Administrator for:

(1) Waiver of penalties for conflicting interests under § 21.4005;

(2) Actions otherwise required of State approving agencies, under § 21.4150(c);

(3) Approval of courses under § 21.4250(c).

* * * * *

6. In § 21.4005(c), subparagraph (1) is amended to read as follows:

§ 21.4005 Conflicting interests.

* * * * *

(c) *Authority.* (1) Authority is delegated to the Director, Education and Rehabilitation Service, and to the field station head in cases of Veterans Administration employees under his jurisdiction, to waive the application of paragraph (a)(1) of this section in the case of any Veterans Administration employee who meets the criteria of paragraph (b) of this section and to deny requests for waiver which do not meet such criteria. If the circumstances warrant, the request may be submitted to the Administrator for decision.

* * * * *

7. In § 21.4153, paragraphs (b), (c)(2), and (f) are amended to read as follows:

§ 21.4153 Reimbursement of expenses.

* * * * *

(b) *Reimbursement.* The Chief Benefits Director and the Director, Education and Rehabilitation Service are authorized to enter into agreements for reimbursement to the extent necessary to fulfill the purpose of paragraph (a) of this section. See § 21.4001(b).

(c) *Reimbursable expenses.* * * *

(2) *Travel.* Travel expenses for which reimbursement may be authorized under contract will be determined on the basis of expenses allowable under applicable State laws or travel regulations of the State or agency and will be for travel actually performed by employees specified under the terms of the contract. Reimbursement for travel will be provided only to cover actual expenses for transportation, meals, lodging, and local telephone calls, or the regular per diem allowance in lieu thereof. In claiming reimbursement for travel authorized under the terms of a contract, all claims must be supported by factual vouchers and all transportation allowances must be supported by detailed claims which can be checked against work assignments in the office of the State approving agency. Reimbursement will be made for expenses of attending out-of-State meetings and conferences only where the travel is performed upon prior approval and at the request of the Director, Education and Rehabilitation Service.

* * * * *

(f) *Contract compliance.* Reimbursement under each contract or agreement will be conditioned upon compliance with the standards and provisions of the contract and the law. If it is determined that the State has failed to comply with the standards and provisions of the law and with the terms of the reimbursement contract, the station head will withhold reimbursement for claimed expenses under the contract. In any instance in which the State takes exception to the field station action, the matter will be referred to the Director, Education and Rehabilitation Service, for review.

(38 U.S.C. 1774)

8. In § 21.4208, paragraphs (a) and (b) are amended to read as follows:

§ 21.4208 Central Office Education and Training Review Panel.

(a) *Purpose.* The panel will receive evidence and hear the testimony of witnesses and the arguments of interested parties regarding matters considered by

the field station Committee on Educational Allowances and make recommendations to the Director, Education and Rehabilitation Service, in connection with such matters which are before him for final administrative determination under § 21.4202 or § 21.4207.

(b) *Composition of panel.* The panel will consist of one staff employee from the office of the Director of Education and Rehabilitation Service, and two persons who are not employees of the Veterans Administration chosen from a group of consultants selected for that purpose.

* * * * *

9. In § 21.4250(c), the introductory portion preceding subparagraph (1) is amended to read as follows:

§ 21.4250 Approval of courses.

* * * * *

(c) *Veterans Administration approval.* The Director, Education and Rehabilitation Service, may approve:

* * * * *

(72 Stat. 1114; 38 U.S.C. 210)

These VA Regulations are effective May 1, 1972.

Approved: May 17, 1972.

By direction of the Administrator.

FRED B. RHODES,
Deputy Administrator.

[FR Doc.72-7779 Filed 5-22-72;8:50 am]

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 3—Department of Health, Education, and Welfare

PART 3-16—PROCUREMENT FORMS

Negotiated Cost-Plus-Fixed-Fee Contract

Subpart 3-16 of Title 41 of the Code of Federal Regulations is amended to correct certain typographical errors in HEW Form 316 in connection with Clauses 8 and 23; to clarify the provisions thereof; and, in connection with Clause 25, to incorporate by reference for purposes of clarity the provisions of § 1-12.102-5 of this title with reference to authorized overtime.

Inasmuch as these amendments make no substantive changes but are intended only for purposes of clarification, the Department of Health, Education, and Welfare has determined that notice and public procedure thereon are unnecessary.

Accordingly, these amendments are effective when published in the FEDERAL REGISTER (5-23-72).

Dated: May 16, 1972.

N. B. HOUSTON,
Deputy Assistant Secretary for Administration.

Title 41 of the Code of Federal Regulations is amended by the following amendments to § 3-16.950-316:

1. Clause 6, paragraph (d), of Form HEW-316 is amended to read as follows:

6. PAYMENTS

* * * * *

(d) *Completion voucher.* On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and provisions of (a) below) the Government shall promptly pay to the Contractor any balance of allowable cost, and any part of the fixed fee which has been withheld pursuant to (b) above or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than 6 months (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

* * * * *

2. Clause 8, paragraph (b), of Form HEW 316 is amended to read as follows:

8. EXAMINATION OF RECORDS

* * * * *

(b) The Contractor agrees that the Comptroller General of the United States and the Secretary, or any of their duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of this title, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

* * * * *

3. Clause 23 of the Form HEW-316 is amended to read as follows:

23. LITIGATION AND CLAIMS

The Contractor shall give the Contracting Officer immediate notice in writing of (a) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, including, but not limited to, the performance of any subcontract hereunder; and (b) any claim against the Contractor the cost and expense of which is allowable under the clause entitled, "Allowable Cost and Fixed Fee." Except as otherwise directed by the Contracting Officer, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action or claim. To the extent not in conflict with any applicable policy of insurance, the Contractor may, with the Contracting Officer's approval, settle any such action or claim. If required by the Contracting Officer, the Contractor shall (a) effect an assignment and subrogation in favor of the Government of all the Contractor's rights and claims (except those against the Government) arising out of any such action or claim against the Contractor; and (b) authorize representatives of the Government to settle or defend any such action or claim and to represent the Contractor in, or to take charge of, any action. If the settlement or defense of an action or claim is undertaken by the Government, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. Where an action against the Contractor is not covered by a policy of insurance, the Contractor shall, with the approval of the Contracting Officer, proceed with the defense of the action in good faith. The Government shall not be liable for the expense or for any costs resulting from the loss thereof of defending any action to the extent that the Contractor would have been compensated by insurance which was required by law or regulation or by written direction of the Contracting Officer, but which the Contractor failed to secure through its own fault or negligence. In any event, unless otherwise expressly provided in this contract, the Contractor shall not be reimbursed or indemnified by the Government for any liability, loss, cost, or expense, which the Contractor may incur or be subject to by reason of any loss, injury, or damage to the person or to real or personal property of any third parties as may accrue during or arise from the performance of this contract.

4. Clause 25 of Form HEW-316 is amended to read as follows:

25. OVERTIME

Except as authorized in section 1-12.102-5 of the Federal Procurement Regulations as in effect on the effective date of this contract or otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

[FR Doc.72-7770 Filed 5-22-72;8:50 am]

Chapter 5A—Federal Supply Service, General Services Administration

MISCELLANEOUS AMENDMENTS TO CHAPTER

Chapter 5A of Title 41 is amended as follows:

PART 5A-1—GENERAL

Subpart 5A-1.3—General Policies

Section 5A-1.311 is amended as follows:

§ 5A-1.311 Priorities, allocations, and allotments.

(a) * * *

PRIORITIES, ALLOCATIONS, AND CONTROLLED MATERIALS

(a) If this contract or any delivery order thereunder is rated and certified for national defense use (see Block 3 on the face of Standard Form 33), the Contrator shall follow the provisions of DPS Regulation 1 (formerly BDSA Regulation 2) and/or DMS Regulation 1 in obtaining controlled materials and other products and materials needed to fulfill the requirements of this contract.

(b) The Contractor shall fill unrated delivery orders in the same sequence in which they are received or as otherwise directed by the Contracting Officer.

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PART 5A-2—PROCUREMENT BY FORMAL ADVERTISING

Subpart 5A-2.2—Solicitation of Bids

1. Section 5A-2.201 is amended as follows:

§ 5A-2.201 Preparation of invitation for bids.

* * * * *

(b) * * *

(2) *Special notices to bidders*—(i) *Set-asides.* If applicable, enter a state-