

§ 180.330 S-[2-(Ethylsulfinyl)ethyl] O,
O-dimethyl phosphorothioate; toler-
ances for residues.

Commodity:	Parts per million
Blackberries	2.0
Lettuce, head	2.0
Raspberries	2.0
Strawberries	2.0
Turnips, tops	2.0

[FR Doc.76-27787 Filed 9-22-76; 8:45 am]

Title 41—Public Contracts and Property Management

CHAPTER 3—DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

PART 3-16—PROCUREMENT FORMS

Illustration of Forms

The Department has issued three sets of general provisions for use with cost-type contracts (Forms HEW 315, 315A, and 316). Subsequent to the issuance of these forms, the General Services Administration (GSA) issued 41 CFR 1-7.4 which set forth clauses for use in cost-type research and development contracts. The GSA issuance caused several clauses in the Forms HEW 315, 315A, and 316, to be revised to correspond with the GSA issuance. Such clauses were "Limitation of Cost," "Allowable Cost and Payment," "Allowable Cost, Fixed Fee and Payment," "Examination of Records by Comptroller General," "Inspection," "Subcontracts," "Government Property," "Changes," "Patent Rights," "Key Personnel," and "Overtime." The GSA issuance required the addition to the General Provisions of the clause entitled "Standards of Work" Clauses such as "Competition in Subcontracting," "Clean Air and Water," "Examination of Records by the Department of Health, Education, and Welfare," and "Employment of the Handicapped," have been added since they were effective after the forms were last revised. The "Publication and Publicity" clause was revised to correspond with changes issued by the Department. In addition, administrative errors were corrected in such clauses as "Negotiated Overhead Rates," "Contract Work Hours, Safety Standards Act—Overtime Compensation," "Accounts, Audit, and Records," and "Definitions." The "Copyright and Publication" clause has been added to provide for the copyright policy of the Office of Education (OE) and the "Examination of Records by Comptroller General," and "Accounts, Audit, and Records," were modified to provide for the records retention period set forth in OE legislation.

(5 U.S.C. 301; 40 U.S.C. 486(c))

Effective date: These amendments shall be effective on November 22, 1976.

Dated: September 15, 1976.

THOMAS S. McFEE,
Acting Assistant Secretary for
Administration and Management.

Subpart 3-16.9—Illustration of Forms

§ 3-16.950 [Amended]

1. Subsection 315, General Provisions (Negotiated Cost-Reimbursement Contract with Educational Institutions) is revised as follows:

a. Item 1, Definitions, is deleted and the following is substituted therefor:

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of Health, Education, and Welfare, or any person, persons, or board authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) The term "Project Officer" means the person representing the Government for the purpose of monitoring technical performance under this contract. The Project Officer is not authorized to issue any instructions or directions which effect any increase or decrease in the cost of this contract or which change the delivery date(s) or period of performance.

(d) The term "Department" means the Department of Health, Education, and Welfare.

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

b. Item 3, Limitation of Cost, is deleted and the following is substituted therefor:

3. LIMITATION OF COST

(Text of this clause is set forth in FPR 1-7.402-2.)

c. Item 4, Allowable Cost, is deleted and the following is substituted therefor:

4. ALLOWABLE COST AND PAYMENT

(Text of this clause is set forth in FPR 1-7.403-3.)

d. Subitem (iii) (Carryforward) of Item 5, Negotiated Overhead Rates, is amended by deleting the last sentence of paragraph (b) and substituting the following therefor:

Negotiation of fixed overhead rates, including carryforward adjustments, if any, by the Contractor and the Secretary, or duly authorized representative, shall be undertaken as promptly as practicable after receipt of the contractor's proposal.

e. Item 6, Payment is deleted and the following is substituted therefor:

6. STANDARDS OF WORK

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

f. Item 7, Examination of Records, is deleted and the following is substituted therefor:

7. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(Text of this clause is set forth in FPR 1-7.402-7.)

NOTE.—If the contract is with the Office of Education that part of the paragraphs (b) and (c) reading "until the expiration of 3 years after final payment" is changed to read "until the expiration of 5 years after final payment."

g. Item 8, Inspection and Reports, is deleted and the following is substituted therefor:

8. INSPECTION

(Text of this clause is set forth in FPR 1-7.402-5(c).)

h. Item 9, Subcontracting, is deleted and the following is substituted therefor:

9. SUBCONTRACTS

(Text of this clause is set forth in FPR 1-7.402-8.)

i. Item 10, Accounts, Audit, and Records is deleted and the following is substituted therefor:

10. ACCOUNTS, AUDIT, AND RECORDS

(a) The contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.

(b) The Contractor's facility(ies) or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable time to inspection and audit by the Secretary or his authorized representatives.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (1) or (2) below:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract hereunder with the exceptions of:

(1) Purchase orders not exceeding \$2,500, and

(2) Subcontracts of purchase orders for public utility services at rates applicable to the general public.

NOTE.—If the contract is awarded by the Office of Education, paragraphs (c) and subparagraph (c) (1) are deleted and the following is substituted therefor:

(c) The Contractor shall preserve and make available his records (1) until the expiration of five (5) years after completion of the contract or by (1) and (11) below:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for five (5) years from date of termination settlement.

j. Item 11, Government Property, is deleted and the following is substituted therefor:

11. GOVERNMENT PROPERTY

(Text of this clause is set forth in FPR 1-7.402-25(b).)

k. Item 12, Changes, is deleted and the following is substituted therefor:

12. CHANGES

(Text of this clause is set forth in FPR 1-7.404-5.)

l. The following is added to Item 15, Rights-in-Data:

NOTE: If the contract has been awarded by the Office of Education, the above clause shall be deleted and the following substituted therefor:

15. COPYRIGHT AND PUBLICATION

(a) The term "materials" as used herein means:

(1) "Final material" is material which has been developed to the extent intended under the contract.

(2) "Material" means copyrightable work resulting from the contract.

(b) It is the policy of the Office of Education that the results of activities supported by it should be utilized in the manner which would best serve the public interest. To that end, except as provided in paragraph (c) the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such materials; and all such materials shall be made freely available to the Government, the education community, and the general public.

(c) Notwithstanding the provisions of paragraph (b) above, upon request of the Contractor or his authorized designee, arrangements for copyright of the material for a limited period of time may be authorized by the Commissioner, through the Contracting Officer, upon showing satisfactorily to the Office of Education that such protection will result in more effective development or dissemination of the materials and would be in the public interest.

(d) With respect to any materials for which the securing of a copyright protection is authorized under paragraph (c), the Contractor hereby grants a royalty-free, non-exclusive and irrevocable license to the Government to publish, reproduce, deliver, perform, use, and dispose of all such materials, and to make any use of it.

(e) To the extent that the Contractor has the right and permission to do so, the Contractor hereby grants to the Government a royalty-free, non-exclusive and irrevocable

license to use in any manner, copyrighted material not first produced in the performance of this contract, but which is incorporated in the materials. The Contractor shall advise the Contracting Officer of any such copyrighted material known to it not to be covered by such a license.

m. Item 19, Publication and Publicity, is deleted and the following is substituted therefor:

19. PUBLICATION AND PUBLICITY

(a) Unless otherwise specified in this contract, the Contractor is encouraged to publish and make available through accepted channels the results of its work under this contract. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Project Officer. The Contractor shall also inform the Project Officer when the article or other work is published and furnish a copy of it as finally published.

(b) The Contractor shall acknowledge the support of the Department of Health, Education, and Welfare whenever publicizing the work under this contract in any media. To effectuate the foregoing, the Contractor shall include in any publication resulting from work performed under this contract an acknowledgment substantially as follows:

"This project has been funded at least in part with Federal funds from the Department of Health, Education, and Welfare under contract number _____. The contents of this publication do not necessarily reflect the views or policies of the Department of Health, Education, and Welfare, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

a. Item 20, Patent Rights, is deleted and the following is substituted therefor:

20. PATENT RIGHTS—DEFERRED (SHORT FORM)

(a) Definitions. "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant which is or may be patentable under the Patent Laws of the United States of America or any foreign country.

(b) Invention disclosures and reports. (1) The Contractor shall furnish the Contracting Officer:

(i) A complete technical disclosure for each Subject Invention, within 6 months after conception or first actual reduction to practice, whichever occurs first in the course of or under the contract, but in any event prior to any on sale, public use, or publication of the invention known to the Contractor. The disclosure shall identify the contractor and inventor, and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention; (ii) Interim reports at least every 12 months from the date of the contract listing Subject Inventions for the period and certifying that all Subject Inventions have been disclosed or that there are no such inventions; and

(iii) An acceptable final report within 3 months after completion of the contract work, listing all Subject Inventions or certifying that there were no such inventions.

(2) The Contractor agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(c) Allocation of principal rights. (1) After a Subject Invention is identified, the Contractor agrees to assign to the Government the entire right, title, and interest therein throughout the world except to the extent that rights are retained by the Contractor under paragraphs (c) (2) and (d) of this clause.

(2) The Contractor or the employee-inventor with authorization of the Contractor may retain greater rights than the nonexclusive license provided in paragraph (d) of this clause in accordance with the procedure and criteria of 41 CFR 1-9.109-6. A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Contracting Officer at the time of the first disclosure of the invention pursuant to paragraph (b) (1) of this clause, or not later than 3 months thereafter or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor. The information to be submitted for a greater rights determination is specified in 41 CFR 1-9.109-6. Each determination of greater rights under this contract shall be subject to the provisions of paragraph (c) "Minimum rights acquired by the Government" of the clause in 41 CFR 1-9.107-5(a), and to the reservations and conditions deemed appropriate by the agency.

(d) Minimum rights to the Contractor. The Contractor reserves a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. Revocation shall be in accordance with the procedure of the clause in 41 CFR 1-9.107-5(d) (2) and (3).

(e) Employee and Subcontractor Agreements. Unless otherwise authorized in writing by the Contracting Officer, the Contractor shall:

(1) Obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract except nontechanical personnel, such as clerical employees and manual laborers.

(2) Insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the Subcontractor and his employees; and

(3) Promptly notify the Contracting Officer of the award of any such subcontract by providing him with a copy of the subcontract and any amendments thereto.

o. Item 21, Key Personnel, is deleted and the following is substituted therefor:

21. KEY PERSONNEL

(Text of this clause is set forth in FPR 1-7.404-6.)

p. Item 24, Overtime, is deleted and the following is substituted therefor:

24. PAYMENT OF OVERTIME PREMIUMS

(Text of this clause is set forth in FPR 1-7.402-28.)

q. Item 26, Questionnaires and Surveys, is deleted and the following is substituted therefor:

26. FEDERAL REPORTS ACT

In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answers to

identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Federal Reports Act shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the Contracting Officer. The Contractor must plan at least 90 days for OMB clearance.

r. Item 28, Services of Consultants, is revised by changing that part of the first paragraph which reads " * * * contract entitled "Subcontracting" * * * " to "contract entitled "Subcontracts" * * * "

s. Item 30, Contract Work Hours Standards and Overtime Compensation is deleted and the following is substituted therefor:

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

(Text of this clause is set forth in FPR 1-12.303.)

t. Item 42, Examination of Records by the Department of Health, Education, and Welfare, is deleted and the following is substituted therefor:

42. EXAMINATION OF RECORDS BY THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

The provisions of clause 7 above entitled "Examination of Records by Comptroller General" are extended to provide equal rights to authorized representatives of the Secretary and to the Contracting Officer.

u. Item 43, Competition in Subcontracting, is added as follows:

43. COMPETITION IN SUBCONTRACTING

(Text of this clause is set forth in FPR 1-7.202-30.)

v. The following is added as Item 44, Clean Air and Water:

44. CLEAN AIR AND WATER

(Text of this clause is set forth in FPR 1-12.302-2.)

w. The following is added as Item 45, Employment of the Handicapped:

45. EMPLOYMENT OF THE HANDICAPPED

(Text of this clause is set forth in FPR 1-12.1102-2.)

2. Subsection 315A, General Provisions for Negotiated Cost-Type Contract with Nonprofit Institutions Other Than Educational Institutions, is revised as follows:

a. Item 1, Definitions, is deleted and the following is substituted therefor:

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of Health, Education, and Welfare, or any person, persons, or board authorized to act for the Secretary.

(b) The term "Contracting Officer" means

the person executing this contract on behalf of the Government, and any other officer or employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) The term "Project Officer" means the person representing the Government for the purpose of monitoring technical performance under this contract. The Project Officer is not authorized to issue any instructions or directions which effect any increase or decrease in the cost of this contract or which change the delivery date(s) or period of performance.

(d) The term "Department" means the Department of Health, Education, and Welfare.

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

b. Item 3, Limitation of Cost, is deleted and the following is substituted therefor:

3. LIMITATION OF COST

(Text of this clause is set forth in FPR 1-7.402-2.)

Item 4, Allowable Cost, is deleted and the following is substituted therefor:

4. ALLOWABLE COST AND PAYMENT

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

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

(i) 45 CFR Part 74 Appendix E for hospitals; 45 CFR Part 74 Appendix F for non-profit institutions; and 41 CFR 1-15.7 for state and local government agencies as in effect on the date of this contract; and

(ii) The terms of this contract; and

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

(b) Payments shall be made to the Contractor when requested as work progresses, but not more frequently than bi-weekly, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost for the performance of this contract and claimed to constitute allowable cost. For this purpose, except as provided herein with respect to pension contributions, the term "cost" shall include only those recorded costs which result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract, together with (when the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business) costs incurred, but not necessarily paid, for materials which have been issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct inhouse costs, and for properly allocable and allowable indirect costs, as is shown by records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts plus the amount of progress payments which have been paid to the Contractor's subcontractors under similar cost standards. In addition, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from indirect costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals therefor may be included in indirect costs for payment purposes provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from indirect cost for payment purposes until payment has been made. The restriction on payment more frequently than bi-weekly and the requirement of prior payment for items or services purchased directly for the contract shall not apply when the Contractor is a small business concern.

(c) Promptly after receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract subject to the provisions of (d), below, make payment thereon as approved by the Contracting Officer. After payment of an amount equal to 80 percent of the total estimated cost of performance of this contract set forth in the Schedule, the Contracting Officer may withhold further payment on account of allowable cost until a reserve shall have been set aside in an amount which he considers necessary to protect the interests of the Government, but such reserve shall not exceed 1 percent of such total estimated cost or \$10,000, whichever is less.

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

(e) 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 the provisions of (f), below), the Government shall promptly pay to the Contractor any balance of allowable cost, which has been withheld pursuant to (c), 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 1 year (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

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

(1) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which

the Contractor has been reimbursed by the Government under this contract; and

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

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

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

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

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

d. Item 8, Payment, is deleted and the following is substituted therefor:

6. STANDARDS OF WORK

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

e. Item 7, Examination of Records, is deleted and the following is substituted therefor:

7. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(Text of this clause is set forth in FPR 1-7.402-7.)

NOTE: If the contract is with the Office of Education, that part of paragraphs (b) and (c) reading "until 3 years after final payment" is changed to read "until 5 years after final payment."

f. Item 8, Inspection and Reports, is deleted and the following is substituted therefor:

8. INSPECTION

(Text of this clause is set forth in FPR 1-7.402-5(c).)

g. Item 9, Subcontracting, is deleted and the following is substituted therefor:

9. SUBCONTRACTS

(Text of this clause is set forth in FPR 1-7.402-8.)

h. Item 10, Accounts, Audit, and Records, is deleted and the following is substituted therefor:

10. ACCOUNTS, AUDIT, AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.

(b) The Contractor's facility(ies) or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable time to inspection and audit by the Secretary or his authorized representatives.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (1) or (2) below:

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract hereunder with the exceptions: (1) Purchase orders not exceeding \$2,500, and (2) subcontracts or purchase orders for public utility services at rates applicable to the general public.

NOTE: If the contract is awarded by the Office of Education, paragraph (c) and subparagraph (c)(i) are deleted and the following is substituted therefor:

(c) The Contractor shall preserve and make available his records (1) until the expiration of five (5) years after completion of the contract or by (i) and (ii) below.

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for five (5) years from date of termination settlement.

i. Item 11, Government Property, is deleted and the following is substituted therefor:

11. GOVERNMENT PROPERTY

(Text of this clause is set forth in FPR 1-7.402-25(b).)

j. Item 12, Changes, is deleted and the following is substituted therefor:

12. CHANGES

(Text of this clause is set forth in FPR 1-7.404-5.)

k. The following is added to item 15, Rights-in-Data:

NOTE: If the contract has been awarded by the Office of Education, the above clause

shall be deleted and the following substituted therefor:

15. COPYRIGHT AND PUBLICATION

(a) The term "materials" as used herein means:

(1) "Final material" is material which has been developed to the extent intended under the contract.

(2) "Material" means copyrightable work resulting from the contract.

(b) It is the policy of the Office of Education that the results of activities supported by it should be utilized in the manner which would best serve the public interest. To that end, except as provided in paragraph (c) the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such materials; and all such materials shall be made freely available to the Government, the education community, and the general public.

(c) Notwithstanding the provisions of paragraph (b) above, upon request of the Contractor or his authorized designee, arrangements for copyright of the material for a limited period of time may be authorized by the Commissioner, through the Contracting Officer, upon showing satisfactorily to the Office of Education that such protection will result in more effective development or dissemination of the materials and would be in the public interest.

(d) With respect to any materials for which the securing of a copyright protection is authorized under paragraph (c), the Contractor hereby grants a royalty-free, nonexclusive and irrevocable license to the Government to publish, reproduce, deliver, perform, use, and dispose of all such materials, and to make any use of it.

(e) To the extent that the Contractor has the right and permission to do so, the Contractor hereby grants to the Government a royalty-free, nonexclusive and irrevocable license to use in any manner, copyrighted material not first produced in the performance of this contract, but which is incorporated in the materials. The contractor shall advise the Contracting Officer of any such copyrighted material known to it not to be covered by such a license.

1. Item 19, Publication and Publicity, is deleted and the following is substituted therefor:

19. PUBLICATION AND PUBLICITY

(a) Unless otherwise specified in this contract, the Contractor is encouraged to publish and make available through accepted channels the results of its work under this contract. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Project Officer. The Contractor shall also inform the project officer when the article or other work is published and furnish a copy of it as finally published.

(b) The Contractor shall acknowledge the support of the Department of Health, Education, and Welfare whenever publicizing the work under this contract in any media. To effectuate the foregoing, the Contractor shall include in any publication resulting from work performed under this contract an acknowledgement substantially as follows:

"This project has been funded at least in part with Federal funds from the Department of Health, Education, and Welfare under contract number _____. The contents of this publication do not necessarily reflect the views or policies of the Department of Health, Education, and Welfare, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

m. Item 20, Patent Rights, is deleted and the following is substituted therefor:

20. PATENT RIGHTS—DEFERRED
(SHORT FORM)

(a) *Definitions.* "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant which is or may be patentable under the Patent Laws of the United States of America or any foreign country.

(b) *Invention disclosures and reports.* (1) The Contractor shall furnish the Contracting Officer:

(i) A complete technical disclosure for each Subject Invention, within 6 months after conception or first actual reduction to practice, whichever occurs first in the course of or under the contract, but in any event prior to any on sale, public use, or publication of the invention known to the Contractor. The disclosure shall identify the contract and inventor, and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;

(ii) Interim reports at least every 12 months from the date of the contract listing Subject Inventions for the period and certifying that all Subject Inventions have been disclosed or that there are no such inventions; and

(iii) An acceptable final report within 3 months after completion of the contract work, listing all Subject Inventions or certifying that there were no such inventions.

(2) The Contractor agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(c) *Allocation of principal rights.* (1) After a Subject Invention is identified, the Contractor agrees to assign to the Government the entire right, title, and interest therein throughout the world except to the extent that rights are retained by the Contractor under paragraphs (c) (2) and (d) of this clause.

(2) The Contractor or the employee-inventor with authorization of the Contractor may retain greater rights than the nonexclusive license provided in paragraph (d) of this clause in accordance with the procedure and criteria of 41 CFR 1-9.109-6. A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Contracting Officer at the time of the first disclosure of the invention pursuant to paragraph (b) (1) of this clause, or not later than 3 months thereafter or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor. The information to be submitted for a greater rights determination is specified in 41 CFR 1-9.109-6. Each determination of greater rights under this contract shall be subject to the provisions of paragraph (c) "Minimum rights acquired by the Government" of the clause in 41 CFR 1-9.107-5(a), and to the reservations and conditions deemed appropriate by the agency.

(d) *Minimum rights to the Contractor.* The Contractor reserves a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. Revocation shall

be in accordance with the procedure of the clause in 41 CFR 1-9.107-5(d) (2) and (3).

(e) *Employee and Subcontractor Agreements.* Unless otherwise authorized in writing by the Contracting Officer, the Contractor shall:

(1) Obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(2) Insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the Subcontractor and his employees; and

(3) Promptly notify the Contracting Officer of the award of any such subcontract by providing him with a copy of the subcontract and any amendments thereto.

n. Item 21, Key Personnel, is deleted and the following is substituted therefor:

21. KEY PERSONNEL

(Text of this clause is set forth in FPR 1-7.404-6.)

o. Item 22, Litigation and Claims, is amended by changing the phrase in the last paragraph which reads "the contractor shall be reimbursed" to "the contractor shall not be reimbursed."

p. Item 24, Overtime, is deleted and the following is substituted therefor:

24. PAYMENT FOR OVERTIME PREMIUMS

(Text of this clause is set forth in FPR 1-7.402-28.)

q. Item 26, Questionnaires and Surveys, is deleted and the following is substituted therefor:

26. FEDERAL REPORTS ACT

In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Federal Reports Act shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the Contracting Officer. The Contractor must plan at least 90 days for OMB clearance.

r. Item 28, Services of Consultants, is revised by changing that part of the first paragraph which reads " * * * contract entitled "Subcontracting" * * * to " * * * contract entitled "Subcontracts" * * * "

s. Item 30, Contract Work Standards and Overtime Compensations is deleted and the following is substituted therefor:

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

(Text of this clause is set forth in FPR 1-12.303.)

t. Item 42, Examination of Records by the Department of Health, Education, and Welfare, is deleted and the following is substituted therefor:

42. EXAMINATION OF RECORDS BY THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

The provisions of clause 7 above entitled "Examination of Records by Comptroller General" are extended to provide equal rights to authorized representatives of the Secretary and to the Contracting Officer.

u. Item 43, Competition in Subcontracting is added as follows:

43. COMPETITION IN SUBCONTRACTING

(Text of this clause is set forth in FPR 1-7.202-30.)

v. The following is added as Item 44, Clean Air and Water.

44. CLEAN AIR AND WATER

(Text of this clause is set forth in FPR 1-1.2302-2.)

w. The following is added as Item 45, Employment of the Handicapped:

45. EMPLOYMENT OF THE HANDICAPPED

(Text of this clause is set forth in FPR 1-12.1102-2.)

3. Subsection 316, General Provisions, for Negotiated Cost-Plus-Fixed-Fee Type Contract, is revised as follows:

a. Item 1, Definitions, is deleted and the following is substituted therefor:

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of Health, Education, and Welfare, or any person, persons, or board authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) The term "Project Officer" means the person representing the Government for the purpose of monitoring technical performance under this contract. The Project Officer is not authorized to issue any instructions or directions which effect any increase or decrease in the cost of this contract or which change the delivery date(s) or period of performance.

(d) The term "Department" means the Department of Health, Education, and Welfare.

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

b. Item 3, Limitation of Cost, is deleted and the following is substituted therefor:

3. LIMITATION OF COST

(Text of this clause is set forth in FPR 1-7.402-3.)

c. Item 4, Allowable Cost and Fixed Fee, is deleted and the following is substituted therefor:

4. ALLOWABLE COST, FIXED FEE AND PAYMENT

(Text of this clause is set forth in FPR 1-7.202-4.)

d. Item 6, Payment, is deleted and the following is substituted therefor:

6. STANDARDS OF WORK

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

e. Item 7, Accounts, Audit, and Records is deleted and the following is substituted therefor:

7. ACCOUNTS, AUDIT, AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.

(b) The Contractor's facility(ies) or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable time to inspection and audit by the Secretary or his authorized representatives.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (1) or (2) below:

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract hereunder with the exceptions: (1) Purchase orders not exceeding \$2,500, and (2) subcontracts or purchase orders for public utility services at rates applicable to the general public.

NOTE.—If the contract is awarded by the Office of Education, paragraph (c) and subparagraph (c)(1) are deleted and the following is substituted therefor:

(c) The Contractor shall preserve and make available his records (1) until the expiration of five (5) years after completion of the contract or by (i) and (ii) below:

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for five (5) years from the date of termination settlement.

f. Item 8, Examination of Records, is deleted and the following is substituted therefor:

8. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(Text of this clause is set forth in FPR 1-7.402-7.)

NOTE.—If the contract is with the Office of Education, that part of paragraphs (b) and (c) reading "until the expiration of 3 years after final payment" is changed to "until the expiration of 5 years after final payment."

g. Item 9, Inspection and Reports is deleted and the following is substituted therefor:

9. INSPECTION

(Text of this clause is set forth in FPR 1-7.402-5(c).)

h. Item 10, Subcontracting, is deleted and the following is substituted therefor:

10. SUBCONTRACTS

(Text of this clause is set forth in FPR 1-7.402-8.)

i. Item 11, Government Property, is deleted and the following is substituted therefor:

11. GOVERNMENT PROPERTY

(Text of this clause is set forth in FPR 1-7.203-21(a).)

j. Item 12, Changes, is deleted and the following is substituted therefor:

12. CHANGES

(Text of this clause is set forth in FPR 1-7.404-5.)

k. Item 16, Rights in Data, is amended by deleting paragraph (g), Deferred ordering and delivery of data, and substituting the following therefor and by adding the note re contracts awarded by the Office of Education:

(g) *Deferred ordering and delivery of data.* The Government shall have the right to order, at any time during the performance of this contract, or within 2 years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Government's right to use data delivered pursuant to this paragraph (g) shall be the same as the rights in Subject Data as provided in (b) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of 2 years from the date he accepted such items. When data, other than Subject Data, is delivered pursuant to this paragraph (g) payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery.

NOTE.—If the contract has been awarded by the Office of Education, the above clause shall be deleted and the following substituted therefor:

16. COPYRIGHT AND PUBLICATION

(a) The term "materials" as used herein means:

(1) "Final material" is material which has been developed to the extent intended under the contract.

(2) "Material" means copyrightable work resulting from the contract.

(b) It is the policy of the Office of Education that the results of activities supported by it should be utilized in the manner which would best serve the public interest. To that end, except as provided in paragraph (c) the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such materials; and all such materials shall be made freely available to the Government, the education community, and the general public.

(c) Notwithstanding the provisions of paragraph (b) above, upon request of the Contractor or his authorized designee, ar-

rangements for copyright of the material for a limited period of time may be authorized by the Commissioner, through the Contracting Officer, upon showing satisfactorily to the Office of Education that such protection will result in more effective development or dissemination of the materials and would be in the public interest.

(d) With respect to any materials for which the securing of a copyright protection is authorized under paragraph (c), the Contractor hereby grants a royalty-free, nonexclusive and irrevocable license to the Government to publish, reproduce, deliver, perform, use, and dispose of all such materials, and to make any use of it.

(e) To the extent that the Contractor has the right and permission to do so, the Contractor hereby grants to the Government a royalty-free, nonexclusive and irrevocable license to use in any manner, copyrighted material not first produced in the performance of this contract, but which is incorporated in the materials. The contractor shall advise the Contracting Officer of any such copyrighted material known to it not to be covered by such a license.

l. Item 20, Patent Rights, is deleted and the following is substituted therefor:

20. PATENT RIGHTS—DEFERRED (LONG-FORM)

(a) *Definitions.* (1) "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, of any variety of plant, which is or may be patentable under the Patent Laws of the United States of America or any foreign country.

(2) "Contract" means any contract, agreement, grant, or other arrangement, or subcontract entered into with or for the benefit of the Government where a purpose of the contract is the conduct of experimental, developmental, or research work.

(3) "States and domestic municipal governments" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivisions and agencies thereof.

(4) "Government agency" includes an executive department, independent commission, board, office, agency, administration, authority, Government corporation, or other Government establishment of the executive branch of the Government of the United States of America.

(5) "To the point of practical application" means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

(b) *Allocation of principal rights.*—(1) Assignment to the Government. After a Subject Invention is identified, the Contractor agrees to assign to the Government the entire right, title, and interest therein throughout the world except to the extent that greater rights are retained by the Contractor under paragraphs (b)(2) and (d) of this clause.

(2) *Greater rights determinations.* The Contractor, or the employee-inventor with authorization of the Contractor, may retain greater rights than the nonexclusive license provided in paragraph (d) of this clause in accordance with the procedure and criteria of 41 CFR 1-9.109-6. A request for a determination of whether the Contractor or the employee-inventor is entitled to retain

such greater rights must be submitted to the Contracting Officer at the time of first disclosure of the invention pursuant to paragraph (e) (2) (1) of this clause, or not later than 3 months thereafter or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor. The information to be submitted for a greater rights determination is specified in 41 CFR 1-9.106-6. Each determination of greater rights under this contract normally shall be subject to paragraph (c) of this clause and to the reservations and conditions deemed to be appropriate by the agency.

(c) *Minimum rights acquired by the Government.* With respect to each Subject Invention to which the Contractor retains principal or exclusive rights, the Contractor:

(1) Hereby grants to the Government a nonexclusive, nontransferable, paid-up license to make, use, and sell each Subject Invention throughout the world by or on behalf of the Government of the United States (including any Government agency) and States and domestic municipal governments;

(2) Agrees to grant to responsible applicants, upon request of the Government, a license on terms that are reasonable under the circumstances; (1) Unless the Contractor, his licensee, or his assignee demonstrated to the Government that effective steps have been taken within 3 years after a patent issues on such invention to bring the invention to the point of practical application, or that the invention has been made available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why the principal or exclusive rights should be retained for a further period of time; or

(11) To the extent that the invention is required for public use by governmental regulations or as may be necessary to fulfill public health, safety or welfare needs, or for other public purposes stipulated in this contract;

(3) Shall submit written reports at reasonable intervals upon request of the Government during the term of the patent on the Subject Invention regarding: (1) The commercial use that is being made or is intended to be made of the invention; and

(11) The steps taken by the Contractor or his transferee to bring the invention to the point of practical application or to make the invention available for licensing;

(4) Agrees to refund any amounts received as royalty charges on any Subject Invention in procurements for or on behalf of the Government and to provide for that refund in any instrument transferring rights to to any party in the invention; and

(5) Agrees to provide for the Government's paid-up license pursuant to paragraph (c) (1) of this clause in any instrument transferring rights in a Subject Invention and to provide for the granting of licenses as required by (2) of this clause, and for the reporting of utilization information as required by paragraph (c) (3) of this clause whenever the instrument transfers principal or exclusive rights in any Subject Invention.

Nothing contained in this paragraph (c) shall be deemed to grant to the Government any rights with respect to any invention other than a Subject Invention.

(d) *Minimum rights to the Contractor.* (1) The Contractor reserves a revocable, non-exclusive, royalty-free license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent

the Contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of the agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's nonexclusive domestic license retained pursuant to paragraph (d) (1) of this clause may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the Subject Invention under 41 CFR 101-4.103-3 pursuant to an application for exclusive license submitted in accordance with 41 CFR 101-4.104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the Contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The Contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (d) (1) of this clause may be revoked or modified at the discretion of the agency to the extent the Contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.

(3) Before modification or revocation of the license, pursuant to paragraph (d) (2) of this clause, the agency shall furnish the Contractor a written notice of its intention to modify or revoke the license, and the Contractor shall be allowed 30 days (or such longer period as may be authorized by the agency for good cause shown in writing by the Contractor) after the notice to show cause why the license should not be modified or revoked. The Contractor shall have the right to appeal, in accordance with procedures prescribed by the agency, any decision concerning the modification or revocation of his license.

(e) *Invention, identification, disclosures, and reports.* (1) The Contractor shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and any other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of Subject Inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures so that he may evaluate and determine their effectiveness.

(2) The Contractor shall furnish the Contracting Officer:

(1) A complete technical disclosure for each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under the contract, but in any event prior to any on sale, public use, or publication of such invention known to the Contractor. The disclosure shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and, to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;

(11) Interim reports, at least every 12 months from the date of the contract listing Subject Inventions for that period and certifying that:

(A) The Contractor's procedures for identifying and disclosing Subject Inventions as required by this paragraph (e) have been followed throughout the reporting period; and

(B) All Subject Inventions have been disclosed or that there are no such inventions; and

(111) A final report, within 3 months after completion of the contract work, listing all Subject Inventions or certifying that there were no such inventions.

(3) The Contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons in his employ who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(4) The Contractor agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) *Forfeiture or rights in unreported Subject Inventions.* (1) The Contractor shall forfeit to the Government all rights in any Subject Invention which he fails to disclose to the Contracting Officer within 6 months after the time he:

(1) Files or causes to be filed a United States or foreign application thereon; or

(11) Submits the final report required by paragraph (e) (2) (111) of this clause, whichever is later.

(2) However, the Contractor shall not forfeit rights in a Subject Invention if, within the time specified in (1) (1) or (1) (11) of this paragraph (f), the Contractor:

(1) Prepared a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract; or

(11) Contending that the invention is not a Subject Invention, he nevertheless discloses the invention and all facts pertinent to his contention to the Contracting Officer; or

(111) Establishes that the failure to disclose did not result from his fault or negligence.

(3) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Contracting Officer to be forfeited (such determination to be a final decision under the Disputes Clause), the Contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (f) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to Subject Inventions.

(g) *Examination of records relating to inventions.* (1) The Contracting Officer or his authorized representative until the expiration of 3 years after final payment under this contract shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor which the Contracting Officer reasonably deems pertinent to the discovery or identification of Subject Inventions or to determine compliance with the requirements of this clause.

(2) The Contracting Officer shall have the right to review all books (including laboratory notebooks), records and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are Subject Inventions if the Contractor refuses or fails to:

(1) Establish the procedures of paragraph (e) (1) of this clause; or

(11) Maintain and follow such procedures; or

(111) Correct or eliminate any material deficiency in the procedures within thirty

(30) days after the Contracting Officer notifies the Contractor of such a deficiency.

(h) *Withholding of payment (Not applicable to Subcontracts).* (1) Any time before final payment of the amount of this contract, the Contracting Officer may, if he deems such action warranted, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if in his opinion the Contractor fails to:

(i) Establish, maintain, and follow effective procedures for identifying and disclosing Subject Inventions pursuant to paragraph (e) (1) of this clause; or

(ii) Disclose any Subject Invention pursuant to paragraph (e) (2) (i) of this clause; or

(iii) Deliver acceptable interim reports pursuant to paragraph (e) (2) (ii) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (1) (5) of this clause.

The reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(2) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of Subject Inventions required by paragraph (e) (2) (i) of this clause, and an acceptable final report pursuant to (e) (2) (iii) of this clause.

(3) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the Contractor is a nonprofit organization the maximum amount that may be withheld under this paragraph shall not exceed \$50,000 or 1 percent of the amount of this contract whichever is less. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this contract.

(i) *Subcontracts.* (1) For the purpose of this paragraph the term "Contractor" means the party awarding a subcontract and the term "Subcontractor" means the party being awarded a subcontract, regardless of tier.

(2) Unless otherwise authorized or directed by the Government Contracting Officer, the Contractor shall include this Patent Rights clause modified to identify the parties in any subcontract hereunder if a purpose of the subcontract is the conduct of experimental, developmental, or research work. In the event of refusal by a Subcontractor to accept this clause, or if in the opinion of the Contractor this clause is inconsistent with the policy set forth in 41 CFR 1-9.107-3, the Contractor:

(i) Shall promptly submit a written notice to the Government Contracting Officer setting forth reasons for the Subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Shall not proceed with the subcontract without the written authorization of the Government Contracting Officer.

(3) The Contractor shall not, in any subcontract or by using a subcontract as consideration therefor, acquire any rights in his Subcontractor's Subject Invention for his own use (as distinguished from such rights as may be required solely to fulfill his contract obligations to the Government in the performance of this contract).

(4) All invention disclosures, reports, instruments, and other information required to be furnished by the Subcontractor to the Government Contracting Officer under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Government Contracting Officer, be furnished to the Contractor for transmission to the Government Contracting Officer.

(5) The Contractor shall promptly notify the Government Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the Subcontractor; the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Government Contracting Officer, the Contractor shall furnish a copy of the subcontract. If there are no subcontracts containing Patent Rights Clauses, a negative report shall be included in the final report submitted pursuant to paragraph (e) (2) (iii) of this clause.

(6) The Contractor shall identify all Subject Inventions of the Subcontractor of which he acquires knowledge in the performance of this contract and shall notify the Government Contracting Officer promptly upon the identification of the inventions.

(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Subject Inventions, and the Contractor hereby assigns to the Government all rights that he would have to enforce the Subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any Subcontractor hereunder relating to the obligations of the Subcontractor to the Government in regard to Subject Inventions.

m. Item 21, Publication and Publicity, is deleted and the following is substituted therefor:

21. PUBLICATION AND PUBLICITY

(a) Unless otherwise specified in this contract, the Contractor is encouraged to publish and make available through accepted channels the results of its work under this contract. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Project Officer. The Contractor shall also inform the Project Officer when the article or other work is published and furnish a copy of it as finally published.

(b) The Contractor shall acknowledge the support of the Department of Health, Education, and Welfare whenever publicizing the work under this contract in any media. To effectuate the foregoing, the Contractor shall include in any publication resulting from work performed under this contract an acknowledgement substantially as follows: "This project has been funded at least in part with Federal funds from the Department of Health, Education, and Welfare under contract number _____. The contents of this publication do not necessarily reflect the views or policies of the Department of Health, Education, and Welfare, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

n. Item 22, Key Personnel, is deleted and the following is substituted therefor:

22. KEY PERSONNEL

(Text of this clause is set forth in FPR 1-7.404-6.)

o. Item 25, Overtime, is deleted and the following is substituted therefor:

25. PAYMENT FOR OVERTIME

(Text of this clause is set forth in FPR 1-7.402-28.)

p. Item 27, Questionnaires and Surveys, is deleted and the following is substituted therefor:

27. FEDERAL REPORTS ACT

In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Federal Reports Act shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the Contracting Officer. The Contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control without the fault or negligence of the contractor will be considered in accordance with Clause 14, Excusable Delays.

q. Item 28, Printing, is deleted and the following is substituted therefor:

28. PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: *Provided, however,* That performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 by 10 and 1/2 inches, one side only, one color.

r. Item 29, Services of Consultants, is revised by changing that part of the first paragraph which reads " * * * contract entitled "Subcontracting" * * * " to " * * * contract entitled "Subcontracts" * * * "

s. Item 32, Contract Work Hours Standards Act—Overtime Compensation, is deleted and the following is substituted therefor:

32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

(Text of this clause is set forth in FPR 1-12.303.)

t. Item 41, Examination of Records by the Department of Health, Education, and Welfare, is deleted and the following is substituted therefor:

41. EXAMINATION OF RECORDS BY THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

The provisions of clause 8, "Examination of Records by Comptroller General" are extended to provide equal rights to authorized representatives of the Secretary and to the Contracting Officer.

42. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

43. PAYMENT OF INTEREST ON CONTRACTOR'S CLAIMS

44. LISTING OF EMPLOYMENT OPENINGS

45. COMPETITION IN SUBCONTRACTING

46. CLEAN AIR AND WATER

47. EMPLOYMENT OF THE HANDICAPPED

[FR Doc.76-27905 Filed 9-22-76;8:45 am]

[CGD 74-1291]

PART 164—MATERIALS

Noncombustible Materials for Merchant Vessels

One comment was received in response to the notice. The commenter stated that while the 50 percent limitation on average weight loss in proposed 164.009-15(j)(4)

Admiral, U.S. Coast Guard.
— Commandant.

Subpart 164.009—Noncombustible Materials for Merchant Vessels

See

Sec.	
164.009-1	General.
164.009-3	Applicable Documents.
164.009-5	Noncombustible materials not requiring specific approval.
164.009-7	Contents of application.
164.009-9	Procedure for approval.
164.009-11	Furnace apparatus.
164.009-13	Furnace calibration.
164.009-15	Test procedure.
164.009-17	Density measurement.
164.009-19	Measurement of moisture and volatile matter content.
164.009-21	Laboratory report.
164.009-23	Factory inspection.
164.009-25	Marking.

AUTHORITY: R.S. 4405, as amended (46 USC 375), sec. 3, 70 Stat. 152 (46 USC 390b), R.S. 4417a, as amended (46 USC 391a), R.S. 4462, as amended (46 USC 416), R.S. 4488, as amended (46 USC 481), sec. 6(b)(1), 80 Stat. 937 (49 USC 1655(b)(1)); E.O. 11239, 30 FR 1964-65 Comp., p. 334; 49 CFR 1.46(b).

§ 164.009-1 General.

(b) The test and measurements described in this subpart are conducted by a laboratory designated by the Commandant. The laboratory designated for

§ 164.009-7 Contents of application.

§ 164.009-9 Procedure for approval.

(a) An application for approval of a material under this subpart must be sent to the Chief, Merchant Marine

Technical Division, whose address is Commandant (G-MMT-3/83), U.S. Coast Guard, Washington, D.C. 20590.

(b) The application is examined by the Coast Guard to determine the probability that the material meets the requirements for approval. The Coast Guard notifies the applicant of the results of the examination and of the sample size necessary for submission to the designated laboratory.

(c) The designated laboratory notifies the applicant of the time and place for submission and testing of the sample.

(d) The designated laboratory conducts the tests and measurements of the sample in accordance with the procedures in this subpart, prepares a test report, and sends four copies of the report to the Chief, Merchant Marine Technical Division. The applicant may observe the test and measurements.

(e) The Chief, Merchant Marine Technical Division, sends a copy of the test report to the applicant and advises him whether the material is approved. If the material is approved, an approval certificate is sent to the applicant.

§ 164.009-11 Furnace apparatus.

(a) The test furnace apparatus consists of a furnace tube, stabilizer, draft shield, furnace stand, temperature coil controls with a voltage stabilizer, specimen holder, specimen insertion device, and three thermocouples (a furnace thermocouple to measure furnace temperature, a surface thermocouple to measure temperature at the surface of a specimen, and a specimen thermocouple to measure temperature at the center of a specimen). A detailed plan of the construction and arrangement of the furnace apparatus may be obtained from the Chief, Merchant Marine Technical Division.

(b) Temperatures measured by the thermocouples are recorded by an instrument having a measuring range that corresponds to the temperature changes that occur during a furnace calibration or test. The temperature recording equipment is accurate to within at least 0.5 percent of temperatures recorded during a test.

§ 164.009-13 Furnace calibration.

A calibration is performed on each new furnace and on each existing furnace as often as necessary to ensure that the furnace is in good working order. In each calibration the energy input to the furnace is adjusted so that the furnace thermocouple gives a steady reading of $750 \pm 10^\circ \text{C}$. The wall temperature of the furnace tube is then measured by an optical micro-pyrometer at intervals of 10 mm on 3 equally spaced vertical axes. The furnace is correctly calibrated if the temperature of the furnace tube wall is between 825 and 875°C 50 mm above and below the midline of the wall and if the average wall temperature is approximately 850°C .

§ 164.009-15 Test procedure.

(a) General. Paragraphs (b) through (k) of this section contain the test procedures for each material submitted for

approval, except fiberglass and other materials that melt at $750 \pm 10^\circ \text{C}$. Paragraph (l) of this section contains test procedures for fiberglass and other materials that melt at $750 \pm 10^\circ \text{C}$.

(b) Preparation of specimens. (1) The designated laboratory prepares 5 cylindrical specimens representative of the properties of the sample submitted for testing. The dimensions of each specimen are as follows:

diameter: 45 ± 2
height: 50 ± 3 mm
volume: 80 ± 5 cm³

(2) If the height of the sample, except a composite material, is less than 47 mm, the specimens prepared consist of layers of the sample.

(3) If the sample is a composite material and has a height that is not 50 ± 3 mm, the layers of the specimen prepared are proportional in thickness to the layers of the sample.

(4) The top and bottom faces of each specimen prepared are the faces of the material as manufactured.

(5) If it is not practicable to prepare a specimen by the procedures described in paragraphs (b) (2) through (b) (4) of this section, the test is performed on five specimens of each component of the sample made to the dimensions prescribed in paragraph (b) (1) of this section.

(c) Conditioning of specimen. Each specimen is conditioned for at least 20 hours in a ventilated oven maintained at $60 \pm 5^\circ \text{C}$ and is then cooled to room temperature in a desiccator.

(d) Weight of specimen. The weight of each conditioned specimen after cooling is determined before it is tested.

(e) Placement of specimen in holder. After a specimen is conditioned and weighed, it is placed in the specimen holder. A specimen that is made of layers of a composite material is held firmly together in the specimen holder.

(f) Attachment of thermocouples. After the specimen is placed in the specimen holder, the thermocouples are attached to the specimen as follows: A vertical hole with a diameter of 2 mm and a depth that is half the height of the specimen is made in the center of the top of the specimen. The specimen thermocouple is then inserted into the hole so that its hot junction is at the center of the specimen. The surface thermocouple is put in contact with the surface of the specimen at its mid-height.

(g) Preparation of the apparatus. The apparatus is examined to determine whether it is in good working order and to ensure that the equipment is protected against drafts and is not exposed to direct sunlight or artificial illumination. The furnace temperature is stabilized at $750 \pm 10^\circ \text{C}$ and kept at that temperature for the duration of the test. The furnace temperature is stabilized when no adjustments are needed in the energy input to the furnace to keep the temperature constant.

(h) Insertion of specimen. After the furnace temperature is stabilized for at least 10 minutes, the specimen is inserted into the furnace. The insertion is

completed within 5 seconds. The specimen is positioned so that the hot junction of the surface thermocouple is diametrically opposite the hot junction of the furnace thermocouple.

(i) Heating period. The heating period begins upon insertion of the specimen into the furnace and continues for 20 minutes, or until peak temperatures have passed.

(j) Test observations. Temperature measurements at each thermocouple are made at intervals of not more than 10 seconds during the heating period, and note is taken of the occurrence and duration of any flaming. At the end of the heating period, the specimen is removed from the furnace and weighed while still hot.

(k) Test results. Material is approved under this subpart if the test results of the sample submitted are within the following limits:

(1) The highest temperature recorded for each specimen during the test by the furnace thermocouple, when averaged with the highest temperatures recorded for the other specimens, is not more than 50°C above the stabilized furnace temperature.

(2) The highest temperature recorded for each specimen during the test by the surface thermocouple, when averaged with the highest temperatures recorded for the other specimens, is not more than 50°C above the stabilized furnace temperature.

(3) The duration of flaming of each specimen during the test, when averaged with duration of flaming recorded for the other specimens, is not more than 10 seconds.

(4) The average weight loss of the specimens after heating is not more than 50 percent of their average weight after conditioning.

(l) Fiberglass and other materials that melt at $750^\circ \text{C} \pm 10^\circ \text{C}$. If the material submitted for approval is fiberglass or other material that melts at $750 \pm 10^\circ \text{C}$, it is tested as described in paragraphs (b) through (k) of this section, except the average weight loss of the sample is determined as follows:

(1) Five cylindrical specimens in addition to the five cylindrical specimens required in paragraph (b) of this section are prepared as described in paragraph (b) of this section.

(2) Each of the additional specimens is placed on a weighing dish and both the specimen and the weighing dish are conditioned as described in paragraph (c) of this section.

(3) The weight of each specimen and its weighing dish is determined as described in paragraph (d) of this section.

(4) After a specimen and weighing dish are conditioned and weighed, they are placed in the specimen holder with the specimen supported by weighing dish. No specimen thermocouple or surface thermocouple is attached to the specimen.

(5) The apparatus is prepared as described in paragraph (g) of this section, and after the furnace temperature has stabilized for at least 10 minutes, the specimen and weighing dish are inserted into the furnace. The specimen and

weighing dish are then heated for 20 minutes or until peak temperatures have passed. At the end of the heating period, the specimen and weighing dish are removed from the furnace and weighed while still hot.

(6) The average weight loss of the specimens after heating may not be more than 50 percent of their average weight before heating.

§ 164.009-17 Density measurement.

(a) The measurements described in this section are made to determine the density of a sample.

(b) If the sample is a solid material, a specimen that has a length of 305 mm, a width of 305 mm, and thickness equal to that of the sample is prepared. The length and width are measured to the nearest 0.80 mm and the thickness to the nearest 0.25 mm. Allowance is made for any irregularity in the surfaces of the specimen. The average of at least four measurements of each dimension is determined.

(c) If the sample is fibrous insulation, a specimen is prepared from sheets of the sample submitted. The sample is a cube and each dimension is 305 mm $\pm$ 1.60 mm. The average of at least four measurements of each dimension is determined.

(d) The weight of a specimen is determined with a sensitive balance scale accurate to at least 0.5 percent of the weight of the specimen.

(e) The dimension and weight measurements of a specimen are made after it has been conditioned for at least one week, and for any additional time needed for the specimen to reach a constant weight, in an atmosphere that is 22.8 $\pm$ 2° C and 50 percent $\pm$ 5 percent relative humidity.

§ 164.009-19 Measurement of moisture and volatile matter content.

(a) The measurements described in this section are made to determine the moisture and volatile matter content of a sample.

(b) A specimen cut from the density specimen of a sample is conditioned for at least one week, and for any additional time needed for the specimen to reach a constant weight, in an atmosphere that is 22.8 $\pm$ 2° C, and 50 percent $\pm$ 5 percent relative humidity. The conditioned specimen is then weighed and transferred to a previously weighed wide mouth weighing bottle that has a glass stopper. With the stopper removed, the bottle, stopper, and specimen are heated at 105 $\pm$ 5° C for four hours. After four hours, the stopper is inserted in the bottle and the bottle and sample are cooled and weighed.

(c) The content of moisture and volatile matter is the difference between the two weighings and is reported as a percentage of the weight of the conditioned specimen.

§ 164.009-21 Laboratory report.

The laboratory report of the test and measurements of a material contains the following:

- (a) Name of the designated laboratory.
- (b) Name of manufacturer of the material.

- (c) Date of receipt of the material and dates of the test and measurements.
- (d) Trade name of the material.
- (e) Description of the material.
- (f) Density of the sample.
- (g) Percentage of moisture and volatile matter in the sample.

(h) Description of the specimens tested if the specimens are prepared from composite material.

(i) If the test was done on individual components of the sample, a description of the components.

(j) Test results including the following:

(1) Complete time and temperature data for each thermocouple.

(2) Each observation of flame emission and the time and duration of each emission.

§ 164.009-23 Factory inspection.

The Coast Guard does not inspect noncombustible materials approved under this subpart on a regular schedule. However, the Commander of the Coast Guard District in which a factory is located may detail a marine inspector at any time to visit a factory where a noncombustible material is manufactured to conduct an inspection of the manufacturing and quality control procedures and to select representative samples of the material for examination or tests to verify that the material is as stated in the original application for approval. The manufacturer is advised in advance of the time of testing samples selected and may witness the tests upon request.

§ 164.009-25 Marking.

The manufacturer must mark each shipping container for an approved noncombustible material with the approval number and date of approval of the material.

(46 U.S.C. 375, 390b, 39 a, 116, and 481; 49 U.S.C. 1655(b) (1); and 49 CFR 1.46(b).)

[FR Doc. 76-27940 Filed 9-22-76; 8:45 am]

Title 47—Telecommunication

CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 20500; FCC 76-854]

PART 73—RADIO BROADCAST SERVICES

Licensee-Conducted Contests; Correction

In the matter of amendment of Part 73 of the Commission's rules relating to licensee-conducted contests, Docket No. 20500.

Released: September 21, 1976.

In the Report and Order in the above-entitled matter, FCC 76-854, released September 16, 1976 and published at 41 FR 40469 in the issue of September 20, 1976, in the first column on page 40470 in paragraph 6, line 5 is corrected to change "§ 73.1215" to "§ 73.1216", and immediately below the signature in the amendatory language and headnote change "§ 73.1215" to read "§ 73.1216."

FEDERAL COMMUNICATIONS COMMISSION,

VINCENT J. MULLINS,
Secretary.

[FR Doc. 76-27903 Filed 9-22-76; 8:45 am]

Title 49—Transportation

SUBTITLE A—OFFICE OF THE SECRETARY OF TRANSPORTATION

[OST Docket No. 1; Amdt. 1-119]

PART I—ORGANIZATION AND DELEGATION OF POWERS AND DUTIES

Delegations Under the Federal-Aid Highway Act of 1976

• The purpose of this amendment is to delegate to the Federal Highway Administrator and the Urban Mass Transportation Administrator certain functions vested in the Secretary by the Federal-Aid Highway Act of 1976 (May 5, 1976, Pub. L. 94-280; 90 Stat. 425). •

Since this amendment relates to Departmental policy, procedures, and practices, notice and comment thereon are unnecessary and it may be made effective in fewer than 30 days after publication in the FEDERAL REGISTER.

In consideration of the foregoing, Part I of Title 49, Code of Federal Regulations is amended as follows:

§ 1.48 [Amended]

1. In § 1.48(b), subparagraph (29) is amended by deleting therefrom "146", and subparagraph (33) is amended by inserting after "155" the words "and 156".

2. In § 1.48(c), a new subparagraph (16) is added, to read as follows:

(c) * * *

(16) Sections 102(b) (except subparagraph (2)) and (c); 105 (b) (1) and (c); 141; 146; 147; and 152 of the Federal-Aid Highway Act of 1976 (Pub. L. 94-280; 90 Stat. 425).

3. In § 1.51, a new paragraph (1) is added, to read as follows:

§ 1.51 Delegations to the Urban Mass Transportation Administrator.

* * *

(1) Section 148 of the Federal-Aid Highway Act of 1976 (Pub. L. 94-280; 90 Stat. 425).

Effective Date: This amendment is effective September 23, 1976.

(Sec. 9(e), Department of Transportation Act, 49 U.S.C. 1657(e).)

Issued in Washington, D.C., on September 15, 1976.

WILLIAM T. COLEMAN, Jr.,
Secretary of Transportation.

[FR Doc. 76-27788 Filed 9-22-76; 8:45 am]

**CHAPTER VIII—NATIONAL TRANSPORTATION SAFETY BOARD
INTERNAL REORGANIZATION**

**Miscellaneous Amendments
Correction**

The chapter heading was omitted from FR Doc. 76-27141, appearing at page 39752 of the issue for Thursday, September 16, 1976. The headings of this document, which amends 49 CFR Chapter VIII to reflect an internal reorganization of the National Transportation Safety Board, should read as set forth above.