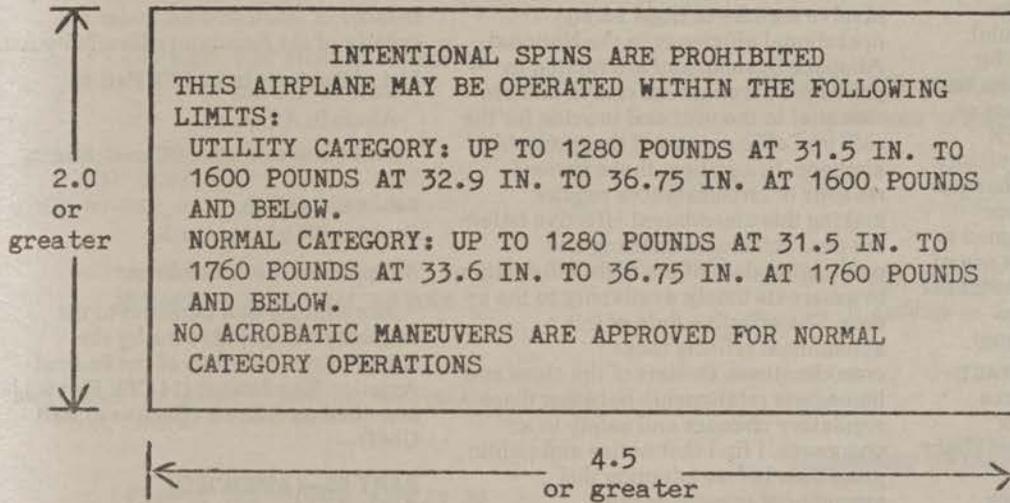


MATERIAL: sheet aluminum
THICKNESS: .020
SCALE: Full
DIMENSIONS: Inches
LETTERING: 1/8 in. or greater, silver on black



PLACARD

FIGURE 3

14 CFR Part 95

[Docket No. 25408; Amdt. No. 340]

IFR Altitudes; Miscellaneous Amendments**AGENCY:** Federal Aviation Administration (FAA), DOT.**ACTION:** Final rule.

SUMMARY: This amendment adopts miscellaneous amendments to the required IFR (instrument flight rule) altitudes and changeover points for certain Federal airways, jet routes, or direct routes for which a minimum or maximum en route authorized IFR altitude is prescribed. These regulatory actions are needed because of changes occurring in the National Airspace System. These changes are designed to provide for the safe and efficient use of the navigable airspace under instrument conditions in the affected areas.

EFFECTIVE DATE: November 19, 1987.**FOR FURTHER INFORMATION CONTACT:**

Donald K. Funai, Flight Procedures Standards Branch (AFS-230), Air Transportation Division, Office of Flight Standards, Federal Aviation Administration, 800 Independence Avenue, SW., Washington, DC 20591; telephone: (202) 267-8277.

SUPPLEMENTARY INFORMATION: This amendment to Part 95 of the Federal Aviation Regulations (14 CFR Part 95) prescribes new, amended, suspended, or revoked IFR altitudes governing the operation of all aircraft in IFR flight over a specified route or any portion of that

route, as well as the changeover points (COPs) for Federal airways, jet routes, or direct routes as prescribed in Part 95. The specified IFR altitudes, when used in conjunction with the prescribed changeover points for those routes, ensure navigation aid coverage that is adequate for safe flight operations and free of frequency interference.

The reasons and circumstances which create the need for this amendment involve matters of flight safety, operational efficiency in the National Airspace System, and are related to published aeronautical charts that are essential to the user and provide for the safe and efficient use of the navigable airspace. In addition, those various reasons or circumstances require making this amendment effective before the next scheduled charting and publication date of the flight information to assure its timely availability to the user. The effective date of this amendment reflects those considerations. In view of the close and immediate relationship between these regulatory changes and safety in air commerce, I find that notice and public procedure before adopting this amendment is unnecessary, impracticable, and contrary to the public interest and that good cause exists for making the amendment effective in less than 30 days.

The FAA has determined that this regulation only involves an established body of technical regulations for which frequent and routine amendments are necessary to keep them operationally

current. It, therefore—(1) is not a "major rule" under Executive Order 12291; (2) is not a "significant rule" under DOT Regulatory Policies and Procedures (44 FR 11034; February 26, 1979); and (3) does not warrant preparation of a regulatory evaluation as the anticipated impact is so minimal. For the same reason, the FAA certifies that this amendment will not have a significant economic impact on a substantial number of small entities under the criteria of the Regulatory Flexibility Act.

List of Subjects in 14 CFR Part 95

Aircraft, Airspace.

Issued in Washington, DC on October 2, 1987.

Robert L. Goodrich,
Director of Flight Standards.

Adoption of the Amendment

Accordingly and pursuant to the authority delegated to me by the Administrator, Part 95 of the Federal Aviation Regulations (14 CFR Part 95) is amended as follows effective at 0901 GMT:

PART 95—[AMENDED]

1. The authority citation for Part 95 continues to read as follows:

Authority: 49 U.S.C. 1348, 1354 and 1510; 49 U.S.C. 106(g) (Revised, Pub. L. 97-449, January 12, 1983); and 14 CFR 11.49(b)(2).

2. Part 95 is amended to read as follows:

BILLING CODE 4910-13-M

REVISIONS TO MINIMUM ENROUTE IFR ALTITUDES & CHANGEOVER POINTS

AMENDMENT 340 EFFECTIVE DATE, NOVEMBER 19, 1987

FROM	TO	MEA	FROM	TO	MEA
§95.1001 DIRECT ROUTES-U.S. IS AMENDED TO DELETE			§95.6054 VOR FEDERAL AIRWAY 54 IS AMENDED BY ADDING		
STILLWATER, NJ VOR/DME	MOBBS, NY FIX	3000	FAYETTEVILLE, NC VOR/ DME	KINSTON, NC VORTAC	2000
§95.6002 VOR FEDERAL AIRWAY 2 IS AMENDED TO DELETE			§95.6106 VOR FEDERAL AIRWAY 106 IS AMENDED TO READ IN PART		
GARDNER, MA VORTAC *2500 - MOCA	TYNGS, MA FIX	*3500	GARDNER, MA VORTAC	MANCHESTER, NH VORTAC	3000
TYNGS, MA FIX	LAWRENCE, MA VOR/ DME	2000			
§95.6029 VOR FEDERAL AIRWAY 29 IS AMENDED TO READ IN PART			§95.6116 VOR FEDERAL AIRWAY 116 IS AMENDED BY ADDING		
BINGHAMTON, NY VORTAC *3600 - MOCA	SYRACUSE, NY VORTAC	*4000	WILKES-BARRE, PA VORTAC	SPARTA, NJ VORTAC	4000
§95.6034 VOR FEDERAL AIRWAY 34 IS AMENDED TO READ IN PART			IS AMENDED TO READ IN PART		
HANCOCK, NY VORTAC *3600 - MOCA	ROCHESTER, NY VORTAC	*6000	STONYFORK, PA VORTAC	WILKES-BARRE, PA VORTAC	4000
§95.6036 VOR FEDERAL AIRWAY 36 IS AMENDED BY ADDING			IS AMENDED TO DELETE		
HAWLY, PA FIX *3300 - MOCA	PETTE, NJ FIX	*3800	LAKE HENRY, PA VORTAC *7500 - MCA SLOAT FIX, SE BND	*SLOAT, NJ FIX	4000
			SLOAT, NJ FIX *2800 - MOCA	DEER PARK, NY VORTAC	*7500
IS AMENDED TO READ IN PART			§95.6184 VOR FEDERAL AIRWAY 184 IS AMENDED TO READ IN PART		
ELMIRA, NY VORTAC *4200 - MOCA	HAWLY, PA FIX	*4500	TIDIOUTE, PA VORTAC *4000 - MOCA	PHILIPSBURG, PA VORTAC	*5000
IS AMENDED TO DELETE			PHILIPSBURG, PA VORTAC	HARRISBURG, PA VORTAC	4000
WONGS, PA FIX	LAKE HENRY, PA VORTAC	4000	HARRISBURG, PA VORTAC	MODENA, PA VORTAC	3000
LAKE HENRY, PA VORTAC	SPARTA, NJ VORTAC	4000	ATLANTIC CITY, NJ VORTAC	ZIGGI, NJ FIX	*2000
SPARTA, NJ VORTAC	LA GUARDIA, NY VOR/ DME	2500			
LA GUARDIA, NY VOR/DME *2000 - MOCA	DEER PARK, NY VORTAC	*4000	IS AMENDED TO DELETE		
			COOBE, PA FIX	PHILIPSBURG, PA VORTAC	4000
			MURFE, NJ FIX *2000 - MOCA	BEAMS, NJ FIX	*8000

FROM	TO	MEA	FROM	TO	MEA
§95.6188 VOR FEDERAL AIRWAY 188 IS AMENDED BY ADDING			§95.6273 VOR FEDERAL AIRWAY 273—Continued IS AMENDED TO DELETE		
SPARTA, NJ VORTAC	HARVE, NY FIX	3000	SCROL, NJ FIX	SPARTA, NJ VORTAC	3000
HARVE, NY FIX	NYACK, NY FIX	2300	SPARTA, NJ VORTAC	RAGER, NY FIX	3500
NYACK, NY FIX	CARMEL, NY VORTAC	2500			
§95.6226 VOR FEDERAL AIRWAY 226 IS AMENDED TO DELETE			§95.6374 VOR FEDERAL AIRWAY 374 IS AMENDED BY ADDING		
STILLWATER, NJ VOR/DME	BUDDS, NJ FIX	*3000	BINGHAMTON, NY VORTAC	GAYEL, NY FIX	7000
*2500 - MOCA			GAYEL, NY FIX	CARMEL, NY VORTAC	2600
§95.6232 VOR FEDERAL AIRWAY 232 IS AMENDED BY ADDING			§95.6405 VOR FEDERAL AIRWAY 405 IS AMENDED TO READ IN PART		
SOLBERG, NJ VORTAC	COLTS NECK, NJ VOR/ DME	2000	POTTSTOWN, PA VORTAC	LANNA, NJ FIX	*4000
			*2000 - MOCA		
			LANNA, NJ FIX	SOLBERG, NJ VORTAC	2000
			SOLBERG, NJ VORTAC	CARMEL, NY VORTAC	2500
IS AMENDED TO READ IN PART			§95.6419 VOR FEDERAL AIRWAY 419 IS AMENDED TO READ IN PART		
MILTON, PA VORTAC	SOLBERG, NJ VORTAC	*4000	NYACK, NY FIX	CARMEL, NY VORTAC	2100
*3500 - MOCA					
IS AMENDED TO DELETE			§95.6423 VOR FEDERAL AIRWAY 423 IS AMENDED TO READ IN PART		
SWEET, NJ FIX	BROADWAY, NJ VOR/ DME	*4000	ITHACA, NY VOR/DME	SYRACUSE, NY VORTAC	*4000
*2700 - MOCA			*3100 - MOCA		
BROADWAY, NJ VOR/DME	LA GUARDIA, NY VOR/ DME	2700			
§95.6252 VOR FEDERAL AIRWAY 252 IS AMENDED BY ADDING			§95.6469 VOR FEDERAL AIRWAY 469 IS AMENDED BY ADDING		
DUPONT, DE VORTAC	MUFLA, NJ FIX	2000	HARRISBURG, PA VORTAC	DUPONT, DE VORTAC	3000
MUFLA, NJ FIX	COBUS, NJ FIX	2000	DUPONT, DE VORTAC	WOODSTOWN, NJ VORTAC	2000
COBUS, NJ FIX	ROBBINSVILLE, NJ VORTAC	*2000			
*1500 - MOCA					
IS AMENDED TO READ IN PART			§95.6474 VOR FEDERAL AIRWAY 474 IS AMENDED TO READ IN PART		
COATE, NY FIX	HUGUENOT, NY VORTAC	*4000	NOENO, PA FIX	MODENA, PA VORTAC	3000
*3300 - MOCA					
§95.6273 VOR FEDERAL AIRWAY 273 IS AMENDED BY ADDING			IS AMENDED TO DELETE		
FALLZ, NY FIX	HUGUENOT, NY VORTAC	*4000	MODENA, PA VORTAC	ECHEL, NJ FIX	2000
*3300 - MOCA					
HUGUENOT, NY VORTAC	RAGER, NY FIX	*4000			
*3100 - MOCA					
			§95.6488 VOR FEDERAL AIRWAY 488 IS AMENDED TO READ IN PART		
			REEBA, AK FIX	GOLLY, AK FIX	*7000
			*6000 - MOCA		

FROM	TO	MEA	FROM	TO	MEA
§95.6489 VOR FEDERAL AIRWAY 489			§95.6531 VOR FEDERAL AIRWAY 531		
IS AMENDED BY ADDING			IS AMENDED TO READ IN PART		
COATE, NY FIX *3300 - MOCA	HUGUENOT, NY VORTAC	*4000	TANANA, AK VOR/DME REEBA, AK FIX *6000 - MOCA	REEBA, AK FIX GOLLY, AK FIX	4000 *7000
HUGUENOT, NY VORTAC *3500 - MOCA	WEARD, NY FIX	*4000			
WEARD, NY FIX *5700 - MOCA	SAGES, NY FIX	*7000			
SAGES, NY FIX	ALBANY, NY VORTAC	6000			
IS AMENDED TO DELETE			§95.6580 VOR FEDERAL AIRWAY 580		
			IS AMENDED TO READ IN PART		
SPARTA, NJ VORTAC	SILKY, NY FIX	3000	ST LOUIS, MO VORTAC	LEBOY, IL FIX	3000
SILKY, NY FIX	ELLAN, NY FIX	4000	LEBOY, IL FIX	SEXTN, IL FIX	4500
ELLAN, NY FIX *4900 - MOCA	ALBANY, NY VORTAC	*6000			

FROM	TO	MEA	MAA
§95.7036 JET ROUTE NO. 36			
IS AMENDED BY ADDING			
LAKE HENRY, PA VORTAC	SPARTA, NJ VORTAC	18000	45000
IS AMENDED TO READ IN PART			
DUNKIRK, NY VORTAC	LAKE HENRY, PA VORTAC	18000	45000
§95.7048 JET ROUTE NO. 48			
IS AMENDED TO READ IN PART			
POTTSTOWN, PA VORTAC	LANNA, NJ FIX	18000	45000
IS AMENDED TO DELETE			
CARMEL, NY VORTAC	BOSTON, MA VORTAC	18000	45000
§95.7051 JET ROUTE NO. 51			
IS AMENDED BY ADDING			
FLAT ROCK, VA VORTAC	NOTTINGHAM, MD VORTAC	18000	45000
NOTTINGHAM, MD VORTAC	DUPONT, DE VORTAC	18000	45000
DUPONT, DE VORTAC	YARDLEY, PA VORTAC	18000	45000
IS AMENDED TO READ IN PART			
TUBAS, NC FIX	FLAT ROCK, VA VORTAC	26000	45000
§95.7060 JET ROUTE NO. 60			
IS AMENDED TO READ IN PART			
PHILIPSBURG, PA VORTAC	EAST TEXAS, PA VORTAC	18000	45000
EAST TEXAS, PA VORTAC	ROBBINSVILLE, NJ VORTAC	18000	45000
§95.7064 JET ROUTE NO. 64			
IS AMENDED TO READ IN PART			
ELLWOOD CITY, PA VORTAC	RAVINE, PA VORTAC	18000	45000
RAVINE, PA VORTAC	ROBBINSVILLE, NJ VORTAC	18000	45000
§95.7068 JET ROUTE NO. 68			

FROM	TO	MEA	MAA
§95.7068 JET ROUTE NO. 68—Continued			
IS AMENDED TO DELETE			
DUNKIRK, NY VORTAC	HANCOCK, NY VORTAC	18000	45000
§95.7095 JET ROUTE NO. 95			
IS AMENDED BY ADDING			
DEER PARK, NY VORTAC	BINGHAMTON, NY VORTAC	18000	45000
BINGHAMTON, NY VORTAC	BUFFALO, NY VORTAC	18000	45000
IS AMENDED TO DELETE			
KENNEDY, NY VORTAC	HUGUENOT, NY VORTAC	18000	45000
HUGUENOT, NY VORTAC	BUFFALO, NY VORTAC	18000	45000
§95.7106 JET ROUTE NO. 106			
IS AMENDED BY ADDING			
WILKES-BARRE, PA VORTAC	STILLWATER, NJ VOR/DME	18000	45000
STILLWATER, NJ VOR/DME	LA GUARDIA, NY VOR/DME	18000	45000
IS AMENDED TO READ IN PART			
JAMESTOWN, NY VOR/DME	WILKES-BARRE, PA VORTAC	18000	45000
IS AMENDED TO DELETE			
SPARTA, NJ VORTAC	KENNEDY, NY VORTAC	18000	45000
§95.7152 JET ROUTE NO. 152			
IS AMENDED TO DELETE			
HARRISBURG, PA VORTAC	JENNO, PA FIX	18000	45000
§95.7190 JET ROUTE NO. 190			
IS AMENDED BY ADDING			
ROCKDALE, NY VORTAC	ALBANY, NY VORTAC	18000	45000
§95.7193 JET ROUTE NO. 193			
IS AMENDED TO READ			
WILMINGTON, NC VORTAC	COFIELD, NC VORTAC	18000	45000

FROM	TO	MEA	MAA
§95.7193 JET ROUTE NO. 193—Continued			
COFIELD, NC VORTAC	HARCUM, VA VORTAC	18000	29000
HARCUM, VA VORTAC	HUBBS, MD FIX	18000	28000
§95.7211 JET ROUTE NO. 211			
IS AMENDED BY ADDING			
YOUNGSTOWN, OH VORTAC	JOHNSTOWN, PA VORTAC	18000	27000
§95.7221 JET ROUTE NO. 221			
IS AMENDED TO DELETE			
SPARTA, NJ VORTAC	LAKE HENRY, PA VORTAC	18000	45000
LAKE HENRY, PA VORTAC	WELLSVILLE, NY VORTAC	18000	25000
WELLSVILLE, NY VORTAC	BUFFALO, NY VORTAC	18000	39000
§95.7223 JET ROUTE NO. 223			
IS ADDED TO READ			
LA GUARDIA, NY VOR/DME	ELMIRA, NY VORTAC	18000	23000
§95.7227 JET ROUTE NO. 227			
IS ADDED TO READ			
ARMEL, VA VORTAC	ELMIRA, NY VORTAC	18000	23000
§95.7522 JET ROUTE NO. 522			
IS AMENDED TO READ IN PART			
HANCOCK, NY VORTAC	KINGSTON, NY VORTAC	18000	42000
§95.7547 JET ROUTE NO. 547			
IS AMENDED TO READ IN PART			
SYRACUSE, NY VORTAC	CAMBRIDGE, NY VORTAC	18000	45000
CAMBRIDGE, NY VORTAC	KENNEBUNK, ME VORTAC	18000	45000

§95.8003 VOR FEDERAL AIRWAYS CHANGEOVER POINTS

AIRWAY SEGMENT		CHANGEOVER POINTS	
FROM	TO	DISTANCE	FROM
V-33			
IS AMENDED TO READ IN PART			
HARRISBURG, PA VORTAC	PHILIPSBURG, PA VORTAC	35	HARRISBURG
V-34			
IS AMENDED TO DELETE			
HANCOCK, NY VORTAC	ITHACA, NY VOR/DME	32	HANCOCK
V-265			
IS AMENDED TO READ IN PART			
HARRISBURG, PA VORTAC	PHILIPSBURG, PA VORTAC	35	HARRISBURG
V-273			
IS AMENDED BY ADDING			
HUGUENOT, NY VORTAC	HANCOCK, NY VORTAC	17	HUGUENOT

§95.8005 JET ROUTES CHANGEOVER POINTS

AIRWAY SEGMENT		CHANGEOVER POINTS	
FROM	TO	DISTANCE	FROM
J-95			
IS AMENDED BY ADDING			
DEER PARK, NY VORTAC	BINGHAMTON, NY VORTAC	60	DEER PARK
J-193			
IS AMENDED BY ADDING			
COFIELD, NC VORTAC	HARCUM, VA VORTAC	36	COFIELD
J-211			
IS AMENDED BY ADDING			
JOHNSTOWN, PA VORTAC	WESTMINSTER, MD VORTAC	47	JOHNSTOWN
J-221			
IS AMENDED TO DELETE			
LAKE HENRY, PA VORTAC	WELLSVILLE, NY VORTAC	50	LAKE HENRY

[FR Doc. 87-23683 Filed 10-13-87; 8:45 am]

BILLING CODE 4910-13-C

**INTERNATIONAL DEVELOPMENT
COOPERATION AGENCY****Agency for International Development****48 CFR Parts 702, 732, 750 and 752**

[AIDAR Notice 88-1]

**Miscellaneous Amendments to
Acquisition Regulations****AGENCY:** Agency for International
Development, IDCA.**ACTION:** Final rule.

SUMMARY: The A.I.D. Acquisition Regulation (AIDAR) is being amended by updating the address for submission of report copies to the A.I.D. reference center, and reducing the number of copies required by that office from 3 to 2; by removing the requirement for routine Inspector General comment or concurrence for extraordinary contractual relief actions; by specifying the approving authority for advance payments to profit making organizations; by clarifying some of the definitions in the policy text of Appendix D; by including a new definition of a resident hire personal services contractor along with guidance on payment of allowances, differentials and fringe benefits for such contractors; by providing for contractor emergency locator information in the contract schedule as well as contractor biographical data; and by clarifying several provisions in Appendix J. Required Personal Services Contractor checklist information has also been added to Appendices D & J along with other miscellaneous editorial changes.

EFFECTIVE DATE: October 14, 1987.**FOR FURTHER INFORMATION CONTACT:**
Mrs. Patricia L. Bullock, telephone (703)
875-1534.

SUPPLEMENTARY INFORMATION: AIDAR Appendix J is being amended by: (1) Adding the note under paragraph 4, Policy, paragraph (b) Limitations on personal services contracts which permits TCNs and CCNs to negotiate on behalf of the U.S. with private individuals and entities the same as in Appendix D (the note was inadvertently omitted when the Appendix was published); (2) Clarifying the language in paragraph 5(a)(4) "Soliciting for Personal Services Contracts" under which, instead of providing an estimate of what a comparable GS or FS position should cost (including benefits), the project officer of the Mission is now required to obtain a certification from the officer in charge at the Mission responsible for the LEPCH or equivalent that the position has been reviewed and

properly classified as to title, series, and grade in accordance with LEPCH or its equivalent; (3) Revising the General Provision and Additional General Provision entitled "Physical Fitness" to reflect that costs of physical examinations for both CCNs and TCNs shall be based on rates prevailing locally for such examinations in accordance with Mission practice; (4) Revising the General Provision entitled "Workweek" to permit overtime in accordance with procedures governing premium compensation applicable to direct hire FSN employees; (5) Revising the General Provision "Leave and Holidays" to conform vacation leave and sick leave policies to those that apply to FSN direct hire employees; (6) Revising the payment provision to permit payment of compensation to CCNs and TCNs to be made in a method similar to that used for FSN direct hire employees but require written supporting documentation concerning time and attendance which complies with Mission policy and practice; (7) Allowing Missions to grant access to classified or administratively controlled (LOU) information to CCNs and TCNs based on their need to know in accordance with A.I.D. Handbook 6, Security; and (8) Adding the required FAR Clause 52.203-7, Anti-kickback Procedures.

Appendix D is being amended by clarifying some of the definitions in the policy text, by adding a new definition for a resident hire personal services contractor along with guidance on payment of allowances, differentials and fringe benefits to such contractors and by adding contractor emergency locator information as well as contractor biographical data. Required PSC Checklist information which must be placed in the official contract folder has been added to both Appendices. Miscellaneous and editorial changes are also being made to the AIDAR and the Appendices.

This AIDAR Notice is not a major rule and is exempt from the requirement of Executive Order 12291 by OMB Bulletin 85-7. Therefore, the change is not considered "significant" under FAR 1.301 or FAR 1.501, and public comments have not been solicited. This Notice will not have an impact on a substantial number of small entities or require any information collection, as contemplated by the Regulatory Flexibility Act or the Paperwork Reduction Act respectively.

List of Subjects in 48 CFR Parts 702, 732, 750 and 752

Government procurement.
1. The authority citation for Parts 702, 732, 750 and 752 and the Appendices to

Chapter 7 is unchanged and continues to read as follows:

Authority: Sec. 621, Pub. L. 87-195, 75 Stat. 445 (22 U.S.C. 2381), as amended; E.O. 12163, Sept. 29, 1979, 44 FR 56673, 3 CFR 1979 Comp., p. 435.

**PART 702—DEFINITIONS OF WORDS
AND TERMS****Subpart 702.170—Definitions****702.170-13 [Amended]**

2. Section 702.170-13(d) is amended by removing the references to the "Office of Acquisition and Assistance Management" and in their place inserting "Office of Procurement".

PART 732—CONTRACT FINANCING**Subpart 732.4—Advance Payments**

3. A new section 732.402 is added to read as follows:

732.402 General.

(a)-(d) [Reserved]

(e) All U.S. Dollar advances to profit making organizations require the approval of the Procurement Executive; all such approvals are subject to prior consultation with the A.I.D./W Controller. Interest is charged on such advances at the rate established by the Secretary of the Treasury under Pub. L. 92-41, unless waived by the Procurement Executive.

**PART 750—EXTRAORDINARY
CONTRACTUAL ACTIONS****Subpart 750.71—Extraordinary
Contractual Actions To Protect
Foreign Policy Interests of the United
States****750.7110-2 [Amended]**

4. Section 750.7110-2 is amended by removing the words "and the Inspector General" from the first sentence.

**PART 752—SOLICITATION
PROVISIONS AND CONTRACT
CLAUSES****Subpart 752.2—Texts of Provisions
and Clauses****752.202 [Redesignated as 752.202-1 and
Amended]**

5. Section 752.202, Definitions, is amended as follows:

a. The section number is redesignated from 752.202 to 752.202-1; and

b. The contract clause in paragraph (d) *Alternate 72* is amended by removing paragraph (f) of the clause, and redesignating paragraphs (g) and (h) of

the clause as paragraphs (f) and (g), respectively.

6. Section 752.7026 is revised as follows:

752.7026 Reports.

(a) *Alternate 70.* For use in all A.I.D. direct contracts except fixed-price contracts for technical services.

Reports (June 1987)

(a) Unless otherwise provided in the schedule of this contract, the contractor shall prepare and submit to the contracting officer 3 copies, to PPC/CDIE/DI, ACQUISITIONS 2 copies [see paragraph (d)], and to the Mission 4 copies, of a semi-annual report, within 45 days following the end of the period being covered, which shall include the following:

(1) A substantive report covering the status of the work under the contract, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity covered under the terms of this contract.

(2) An administrative report covering expenditures, foreign country national trainees, and personnel employed under the contract.

(b) Contractor shall prepare and submit to the contracting officer and to PPC/CDIE/DI, ACQUISITIONS [see paragraph (d)] such other reports as may be specified in the schedule.

(c) Unless otherwise provided in the schedule of this contract, at the conclusion of the work hereunder, the contractor shall prepare and submit to the contracting officer 3 copies; to PPC/CDIE/DI, ACQUISITIONS 2 copies [see paragraph (d)], and to the Mission 4 copies, of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuations. The final report shall be submitted within 60 days after completion of the work hereunder unless the required date of submission is extended by the contracting officer.

(d) Contractor shall submit 2 copies of each report required by paragraphs (a)(1), (b), and (c) of this clause or of any other reports required by the schedule of this contract to the Bureau for Program and Policy Coordination, Center for Development Information and Evaluation, Development Information Division (PPC/CDIE/DI). All documents should be mailed to: PPC/CDIE/DI, ACQUISITIONS, Room 209, SA-18, Agency for International Development, Washington, DC 20523.

The title page of all reports forwarded to PPC/CDIE/DI pursuant to this paragraph (d) shall include a descriptive title, the author's name(s), contract number, project number and title, contractor's name, name of the A.I.D. project office, and the publication or issuance date of the report.

(e) When preparing reports, the contractor shall refrain from using elaborate art work, multicolor printing and expensive paper/binding, unless it is specifically authorized in the Contract Schedule. Wherever possible, pages should be printed on both sides using single spaced type.

(b) *Alternate 71.* For use in fixed price contracts for technical services, use the clause in *Alternate 70*, less paragraph (a)(2).

Appendices to Chapter 7

Appendix D—Direct A.I.D. Contracts With U.S. Citizens or U.S. Resident Aliens for Personal Services Abroad

7. Paragraph 1, General, is amended by revising paragraph (b) to read as follows:

1. General.

(b) *Definitions.* For the purpose of this appendix:

(1) "Personal services contract (PSC)" means a contract which establishes an employer-employee relationship for the performance of services personally by the contractor. The services may include general continuing services as well as specifically identifiable tasks.

(2) "Employer-employee relationship" means an employment relationship in which the employer supervises or has the power to supervise the performance of the work including, for example, the manner in which the work is to be performed, the days of the week and hours of the day in which it is to be performed, and where the work is to be performed. Another indication of this relationship is the provision by the employer of workspace and basic tools and materials for use in accomplishing the work.

(3) "Non-personal services contract" means a contract which directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task and which establishes an independent contractor relationship between the contractor and the activity contracting for the services.

(4) "Independent contractor relationship" means a contract relationship in which the contractor is not subject to the supervision and control prevailing in relationships between the Government and its employees. Under these relationships, the Government does not normally supervise the performance of the work, the manner in which it is to be performed, the days of the week or hours of the day in which it is to be performed, or the location of performance.

(5) "Resident Hire" means a U.S. citizen who, at the time they are hired as a PSC, resides in the cooperating country (a) as a spouse or dependent of a U.S. citizen employed by a U.S. Government Agency or under any U.S. Government-financed contract or agreement, or (b) for reasons other than for employment with a U.S. Government Agency or under any U.S. Government-financed contract or agreement. A U.S. citizen for purposes of this definition also includes persons who at the time of contracting are lawfully admitted permanent residents of the United States.

(6) "U.S. resident alien" means a non-U.S. citizen lawfully admitted for permanent residence in the United States.

(7) "Abroad" means outside the United States and its territories and possessions.

(8) "A.I.D. direct hire employees" means civilian employees appointed under A.I.D. Handbook 25 procedures.

8. Paragraph 3, *Applicability*, is amended by removing the parenthetical sentence at the end of paragraph (a).

9. Paragraph 4, *Policy* is amended by revising subparagraph (c)(2)(v) introductory text as follows:

4. Policy

(c) ***

(2) ***

(v) PSCs shall receive the following allowances and differentials provided in the State Department's Standardized Regulations (Government Civilians Foreign Areas) on the same basis as direct hire U.S. Government employees (except for resident hires, see paragraph 4(g) and Section 11, General Provisions, Definitions Clause 26, "Resident Hire Personal Services Contractors"):

10. Paragraph 4, *Policy*, Subparagraph (c)(2)(vi) is amended as follows: The word "shall" in the first sentence is changed to "may".

11. Paragraph 4, *Policy*, is amended by adding a new paragraph (g) which reads as follows:

4. Policy

(g) Resident Hire Personal Services Contractors.

Resident hire PSCs are not eligible for any fringe benefits (except contributions for FICA, health insurance, and life insurance), including differentials and allowances, unless such individuals can demonstrate to the satisfaction of the contracting officer that they have received similar benefits and allowances from their immediately previous employer in the cooperating country or the Mission Director may determine that payment of such benefits would be consistent with the Mission's policy and practice and would be in the best interests of the U.S. Government.

12. Paragraph 7, *Executing a Personal Services Contract*, is revised as follows:

7. Executing a Personal Services Contract.

Contracting activities, whether A.I.D./W or Mission, may execute personal services contracts, provided that the amount of the contract does not exceed the contracting authority that has been redelegated to them under Delegation of Authority No. 1109 "To the Assistant to the Administrator for Management, Concerning Acquisition Functions" (50 FR 23842), as amended [see AIDAR 702.170-10].

In executing a personal services contract, the contracting officer is responsible for insuring that:

(a) The proposed contract is within his/her delegated authority;

(b) A PIO/T covering the proposed contract has been received;

(c) The proposed scope of work is contractible, contains a statement of minimum qualifications from the technical office requesting the services, and is suitable for a personal services contract in that:

(1) Performance of the proposed work requires or is best suited for an employer-employee relationship, and is thus not suited to the use of a non-personal services contract;

(2) The scope of work does not require performance of any function normally reserved for Federal employees (see paragraph 4(b) of this Appendix); and

(3) There is no apparent conflict of interest involved (if the contracting officer believes that a conflict of interest may exist, the question should be referred to the cognizant legal counsel).

(d) Selection of the contractor is documented and justified. AIDAR 706.302-70(b)(1) provides an exception to the requirement for full and open competition for personal services contracts abroad (see paragraph 5(c) of this Appendix);

(e) The standard contract format prescribed for personal services contracts (Sections 10, 11, 12 and 13 to AIDAR Appendix D) is used; or that any necessary deviations are processed as required by AIDAR 701.470. (Note: The prescribed contract format is designed for use with contractors who are residing in the U.S. when hired. If the contract is with a U.S. citizen residing in the cooperating country when hired, contract provisions governing physical fitness and travel/transportation expenses, and Additional General Provisions dealing with home leave, allowances, and orientation should be suitably modified (see paragraph 4(g) of this Appendix). These modifications are not considered deviations subject to AIDAR 701.470. Justification and explanation of these modifications is to be included in the contract file);

(f) Orientation is arranged in accordance with Additional General Provision 32;

(g) The contractor has submitted the names, addresses, and telephone numbers of at least two persons who may be notified in the event of an emergency (this information is to be retained in the contract file);

(h) The contract is complete and correct and all information required on the contract Cover Page (AID form 1420-36A) has been entered;

(i) The contract has been signed by the contracting officer and the contractor, and fully executed copies are properly distributed;

(j) The following clearances, approvals and forms have been obtained, properly completed, and placed in the contract file before the contract is signed by both parties:

(1) Security clearance, including the completed SF 88, to the extent required by A.I.D. Handbook 6, *Security*;

(2) Mission, host country, and project office clearance, as appropriate;

(3) Medical clearance(s) for the contractor and for each dependent who is authorized to travel to the overseas post based on a full medical examination(s) and certification of same by a licensed physician. The

physician's certification must be in the possession of the contracting officer prior to any travel undertaken by contractor or his/her dependents;

(4) One original executed IRS Form W-4 entitled "Employee's Withholding Allowance Certificate" and one copy shall be obtained. The original shall be sent to the Controller of the paying office and one shall be placed in the contract file;

(5) The approval for any salary in excess of FS-1, in accordance with Appendix G of this chapter;

(6) A copy of the class justification or other appropriate explanation and support required by AIDAR 706.302-70, if applicable;

(7) Any deviation to the policy or procedures of this appendix, processed and approved under AIDAR 701.470;

(8) A fully executed SF 171;

(9) The memorandum of negotiation;

(k) Funds for the contract are properly obligated to preclude violation of the Anti-Deficiency Act, 31 U.S.C. 134 (the contracting officer ensures that the contract has been properly recorded by the appropriate accounting office prior to its release for the signature of the selected contractor);

(l) The contractor receives and understands Attachment 2C of Chapter 2, A.I.D. Handbook 24, *General Personnel Policy*, entitled "Employee Responsibilities and Conduct," and a copy is attached to each contract, as provided for in paragraph 2(c) of General Provision 2, Section 11;

(m) Agency conflict of interest requirements, as set out in Chapter 2D and 2F of A.I.D. Handbook 24, are met by the contractor prior to his/her reporting for duty;

(n) A copy of a Checklist for Personal Services Contractors which may be in the form set out above or another form convenient for the contracting officer, provided that a form containing all of the information described in this paragraph 7 shall be prepared for each PSC and placed in the contract file; and

(o) The block entitled, "Project No." on the Cover Page of the contract format is completed by inserting the four-segment project number as prescribed in A.I.D. Handbook 18, *Information Services*.

13. In Section 10, Table of Contents, under General Provisions amend the schedule by adding: "Biographical Data" as new Clause 25 and "Resident Hire PSC" as new Clause 26.

14. Section 11, General Provisions, Index of Clauses is amended by adding: "Biographical Data" as new Clause 25 and "Resident Hire PSC" as new Clause 26.

15. Section 11, General Provision 1, Definitions, is amended by adding paragraph (p) as follows:

1. Definitions

* * * * *

(p) "Resident Hire Personal Services Contractor (PSC)" means a U.S. citizen who, at the time they are hired as a PSC, resides in the cooperating country (a) as a spouse or dependent of a U.S. citizen employed by a U.S. Government Agency or under any U.S. Government-financed contract or agreement,

or (b) for reasons other than for employment with a U.S. Government Agency or under any U.S. Government-financed contract or agreement. A U.S. citizen for purposes of this definition also includes persons who at the time of contracting, are lawfully admitted permanent residents of the United States.

16. Section 11, General Provision 14 is amended by removing the words "shall be available" in paragraph (a) after "employees" and substituting the words "may be available only".

17. Section 11, General Provision 23, Reports is revised as follows:

23. Reports (June 1987)

(a) The contractor shall prepare and submit 2 copies of each report required by the schedule of this contract to the Bureau for Program and Policy Coordination, Center for Development Information and Evaluation, Development Information Division (PPC/CDIE/DI). All documents should be mailed to: PPC/CDIE/DI, ACQUISITIONS, Room 209, SA-18, Agency for International Development, Washington, DC 20523.

The title page of all reports forwarded to PPC/CDIE/DI pursuant to this paragraph shall include a descriptive title, the author's name(s), contract number, project number and title, contractor's name, name of the A.I.D. project office, and the publication or issuance date of the report.

(b) When preparing reports, the contractor shall refrain from using elaborate art work, multicolor printing and expensive paper/binding, unless it is specifically authorized in the Contract Schedule. Wherever possible, pages should be printed on both sides using single spaced type.

18. Section 11, General Provisions, is amended by adding the following new Clause 25:

25. Biographical Data

(a) The contractor agrees to furnish biographical information to the contracting officer, on forms (SF 171 and 171As) provided for that purpose.

(b) Emergency locator information. The contractor agrees to provide the following information to the Mission Administrative Officer on arrival in the host country regarding himself/herself and dependents:

(1) Contractor's full name, home address, and telephone number including any after-hours emergency number(s).

(2) The name and number of the contract, and whether the individual is the contractor or the contractor's dependent.

(3) The name, address, and home and office telephone number(s) of each individual's next of kin.

(4) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

19. Section 11, General Provisions, is amended by adding the following new clause 26:

26. Resident Hire Personal Services Contractor

A contractor meeting the definition of a Resident Hire PSC contained in Section 11, General Provisions, Clause 1, Definitions, shall not be eligible for any fringe benefits (except contributions for FICA, health insurance and life insurance), allowances, or differentials, including but not limited to travel and transportation, medical, orientation, home leave, etc., unless such individual can demonstrate to the satisfaction of the contracting officer that he/she has received similar benefits/allowances from their immediately previous employer in the cooperating country, or the Mission Director determines that payment of such benefits would be consistent with the Mission's policy and practice and would be in the best interests of the U.S. Government.

Appendix J—Direct A.I.D. Contracts With Cooperating Country Nationals and With Third Country Nationals for Personal Services Abroad.

20. Paragraph 1, *General*, is amended by revising paragraph (b) (8) to read as follows:

1. *General*

* * * * *

(b) Definitions

* * * * *

(8) "Third Country National (TCN)" means an individual (a) who is neither a citizen nor a permanent legal resident alien of the United States nor of the country to which assigned for duty, and (b) who is eligible for return to his/her home country or country of recruitment at U.S. Government expense [see Section 13, General Provision 11 paragraph (b)(1)].

* * * * *

21. Paragraph 4, *Policy*, subparagraph (b)(3)(i) is revised to read as follows:

4. *Policy*

* * * * *

(b) Limitations on Personal Services Contracts

* * * * *

(3) * * *

(i) Negotiating on behalf of the United States with foreign governments and public international organizations.

Note.—Negotiating on behalf of the United States with private individuals and entities is permitted.

* * * * *

22. Also in paragraph 4, *Policy*, subparagraph (c)(2)(i) is amended by removing the citation "4(c)(2)(b)" and correcting it to read "4(c)(2)(ii)" in the last sentence of the paragraph.

23. Paragraph 5, *Soliciting for Personal Services Contracts*, paragraph (a)(4) is revised as follows:

5. *Soliciting for Personal Services Contracts*

* * * * *

(a) Project Officer's Responsibilities

* * * * *

(4) a certification from the officer in the Mission responsible for the LEPCH or equivalent that the position has been reviewed and is properly classified as to a title, series and grade in accordance with the LEPCH. If the position does not fall within the LEPCH or equivalent system, an estimate of compensation based on subparagraph 4(c)(2)(ii) (A) or (B) of Appendix D after consultations or in coordination with the contract officer or executive officer.

24. Paragraph 7, *Executing a Personal Services Contract* is revised as follows:

7. *Executing a Personal Services Contract*

Contracting activities, whether A.I.D./W or Mission, may execute personal services contracts, provided that the amount of the contract does not exceed the contracting authority that has been redelegated to them under Delegation of Authority No. 1103 "To the Assistant to the Administrator for Management, Concerning Acquisition Functions" (50 FR 23842), as amended (see AIDAR 702.170-10).

In executing a personal services contract, the contracting officer is responsible for insuring that:

(a) The proposed contract is within his/her delegated authority;

(b) A written detailed statement of duties covering the proposed contract has been received;

(c) The proposed scope of work is contractible, contains a statement of minimum qualifications from the technical office requesting the services, and is suitable for a personal services contract in that:

(1) Performance of the proposed work requires or is best suited for an employer-employee relationship, and is thus not suited to the use of a non-personal services contract;

(2) The scope of work does not require performance of any function normally reserved for Federal employees (see paragraph 4(b) of this Appendix); and

(3) There is no apparent conflict of interest involved (if the contracting officer believes that a conflict of interest may exist, the question should be referred to the cognizant legal counsel).

(d) Selection of the contractor is documented and justified. AIDAR 706.302-70(b)(1) provides an exception to the requirement for full and open competition for personal services contracts abroad (see paragraph 5(c) of this Appendix);

(e) The standard contract format prescribed for Cooperating Country Nationals and Third Country Nationals personal services contracts (Sections 10, 11, 12, 13 14, and 15 to this Appendix as appropriate) is used; or that any necessary deviations are processed as required by AIDAR 701.470.

(f) The contractor has submitted the names, addresses, and telephone numbers of at least two persons who may be notified in the event of an emergency (this information is to be retained in the contract file);

(g) The contract is complete and correct and all information required on the contract Cover Page (AID form 1420-36B) has been entered;

(h) The contract has been signed by the contracting officer and the contractor, and fully executed copies are properly distributed;

(i) The following clearances, approvals and forms have been obtained, properly completed, and placed in the contract file before the contract is signed by both parties:

(1) Security clearance to the extent required by A.I.D. Handbook 6, *Security*;

(2) Mission, host country, and project office clearance, as appropriate;

(3) Medical clearance(s) based on a full medical examination(s) and certification of same by a licensed physician. The physician's certification must be in the possession of the contracting officer prior to signature of contract. If a TCN is recruited, medical clearance requirements apply to the contractor and for each dependent who is authorized to accompany the contractor.

(4) The approval for any salary in excess of FS-1, in accordance with Appendix G of this chapter;

(5) A copy of the class justification or other appropriate explanation and support required by AIDAR 706.302-70, if applicable;

(6) Any deviation to the policy or procedures of this Appendix, processed and approved under AIDAR 701.470;

(7) The memorandum of negotiation;

(j) The position description is classified in accordance with the LEPCH, and the proposed salary is consistent with the local compensation plan or the alternate procedures established in 4(c)(2)(ii) above;

(k) Funds for the contract are properly obligated to preclude violation of the Anti-Deficiency Act, 31 U.S.C. 134 (the contracting officer ensures that the contract has been properly recorded by the appropriate accounting office prior to its release for the signature of the selected contractor);

(l) The contractor receives and understands Attachment 2C of Chapter 2, A.I.D. Handbook 24, *General Personnel Policy*, entitled "Employee Responsibilities and Conduct," and a copy is attached to each contract, as provided for in paragraph 2(c) of General Provision 2, Section 11;

(m) Agency conflict of interest requirements, as set out in Chapter 2D and 2F of A.I.D. Handbook 24, are met by the contractor prior to his/her reporting for duty;

(n) A copy of a Checklist for Personal Services Contractors which may be in the form set out above or another form convenient for the contracting officer, provided that a form containing all of the information described in this paragraph 7 shall be prepared for each PSC and placed in the contract file;

(o) In consultation with the regional legal advisor and/or the regional contracting officer, the contract is modified by deleting from the General Provisions (Sections 10, 11, 12, 13, 14, and 15 of this Appendix) the inapplicable clause(s) by a listing in the Schedule; and

(p) The block entitled, "Project No." on the Cover Page of the contract format is completed by inserting the four-segment project number as prescribed in A.I.D. Handbook 18, *Information Services*.

25. Section 11, General Provisions, Contract With a Cooperating Country National for Personal Services, Clause 3, Physical Fitness, is revised as follows:

3. PHYSICAL FITNESS (October 1987)

The contractor shall be examined by a licensed doctor of medicine, and the contractor shall obtain from the doctor a certificate that, in the doctor's opinion, the contractor is physically qualified to engage in the type of activity for which he/she is to be employed under the contract. A copy of the certificate shall be provided to the contracting officer before the contractor starts work under the contract. The contractor shall be reimbursed for the cost of the physical examination based on the rates prevailing locally for such examinations in accordance with Mission practice.

26. Section 11, General Provisions, Contract With a Cooperating Country National for Personal Services Clause 5, Workweek, is revised as follows:

5. WORKWEEK (October 1987)

The contractor workweek shall not be less than 40 hours, unless otherwise provided in the Schedule, and shall coincide with the workweek for those employees of the Mission or the cooperating country agency most closely associated with the work of this contract. If approved in advance in writing, overtime worked by the contractor shall be paid in accordance with the procedures governing premium compensation applicable to direct hire foreign service national employees.

27. Section 11, General Provisions, Contract With a Cooperating Country National for Personal Services, Clause 6, Leave and Holidays, is revised as follows:

6. LEAVE AND HOLIDAYS (October 1987)

(a) Vacation Leave.

The contractor may accrue, accumulate, use and be paid for vacation leave in the same manner as such leave is accrued, accumulated, used and paid to foreign service national direct hire employees of the Mission. No vacation leave shall be earned if the contract is for less than 90 days. Unused vacation leave may be carried over under an extension or renewal of the contract as long as it conforms to Mission policy and practice.

(b) Sick Leave.

The contractor may accrue, accumulate, and use sick leave in the same manner as such leave is accrued, accumulated and used by foreign service national direct hire employees of the Mission. Unused sick leave may be carried over under an extension of the contract. The contractor will not be paid for sick leave earned but unused at the completion of this contract.

(c) Leave Without Pay.

Leave without pay may be granted only with the written approval of the contracting officer or Mission Director.

(d) Holidays.

The contractor shall be entitled to all holidays granted by the Mission to direct hire cooperating country national employees who are on comparable assignments.

28. Section 11, General Provisions, Contract With a Cooperating Country National for Personal Services, Clause 10, Payment, is revised as follows:

10. PAYMENT (October 1987)

(a) Payment of compensation shall be based on written documentation supporting time and attendance which may be (1) maintained by the Mission in the same way as for direct hire FSN's or (2) the contractor may submit such written documentation in a form acceptable to Mission policy and practice as required for other personal service contractors and as directed by the Mission Controller or paying office. The documentation will also provide information required to be filed under Cooperating Country laws to permit withholding by A.I.D. of funds, if required, as described in the clause of these General Provisions entitled Social Security and Cooperating Country Taxes.

(b) Any other payments due under this contract shall be as prescribed by Mission policy for the type of payment being made.

29. Section 11, General Provisions, Contract With a Cooperating Country National for Personal Services, in Clause 11, No Access to Classified Information, the clause heading and paragraph (a) are revised as follows:

11. NO ACCESS TO CLASSIFIED INFORMATION (October 1987)

(a) The contractor shall not normally have access to classified or administratively controlled information and shall take conscious steps to avoid receiving or learning of such information. However, based on contractor's need to know, Mission may authorize access to administratively controlled information for performance of assigned scope of work on a case-by-case basis in accordance with A.I.D. Handbook 6.

30. The title of Section 13, General Provisions—Contract With Third Country National for Personal Services is revised as follows: General Provisions—Contract With a Third Country National for Personal Services.

31. Section 13, General Provisions, Contract With a Third Country National for Personal Services, Clause 3, Physical Fitness, is revised as follows:

3. PHYSICAL FITNESS (October 1987)

The contractor shall be examined by a licensed doctor of medicine, and the contractor shall obtain from the doctor a certificate that, in the doctor's opinion, the contractor is physically qualified to engage in the type of activity for which he/she is to be employed under the contract. A copy of the certificate shall be provided to the contracting officer before the contractor starts work under the contract. The contractor shall be reimbursed for the cost of the physical examination based on the rates prevailing locally for such examinations in accordance with Mission practice, or not to exceed \$100 if not done locally.

32. Section 13, General Provisions, Contract With a Third Country National for Personal Services, Clause 6, Leave and Holidays, is revised as follows:

6. LEAVE AND HOLIDAYS (October 1987)

(a) Vacation Leave.

The contractor may accrue, accumulate, use and be paid for vacation leave in the same manner as such leave is accrued, accumulated, used and paid to foreign service national direct hire employees of the Mission but no vacation leave shall be earned if the contract is for less than 90 days. Unused vacation leave may be carried over under an extension or renewal of the contract as long as it conforms to Mission policy and practice.

(b) Sick Leave.

The contractor may accrue, accumulate, and use sick leave in the same manner as such leave is accumulated and used by foreign service national direct hire employees of the Mission. Unused sick leave may be carried over under an extension of the contract. The contractor will not be paid for sick leave earned but unused at the completion of this contract.

(c) Holidays.

The contractor shall be entitled to all holidays granted by the Mission to direct hire cooperating country national employees who are on comparable assignments.

33. Section 13, General Provisions, Contract With a Third Country National for Personal Services, in Clause 11, Travel and Transportation Expenses, the clause heading and paragraph (b)(1) are revised as follows:

11. Travel and Transportation Expenses (October 1987)

(a) General.

* * * * *

(b) Travel and Transportation

(1) Notwithstanding other provisions of this Clause 11, a TCN must return to the country of recruitment or to the TCN's home country within 30 days after termination or completion of employment or will forfeit all right to reimbursement for repatriation travel. The return travel obligation (repatriation travel) assumed by the U.S. Government may have been the obligation of another employer in the area of assignment if the employee has been in substantially continuous employment which provided for the TCN's return to home country or country from which recruited.

* * * * *

34. Section 13, General Provisions, Contract With a Third Country National for Personal Services, Clause 12, Payment, is revised as follows:

12. PAYMENT (October 1987)

(a) Payment of compensation shall be based on written documentation supporting time and attendance which may be (1) maintained by the Mission in the same way as for direct hire FSN's or (2) the contractor may submit such written documentation in a form acceptable to Mission policy and practice as required for other personal service contractors and as directed by the Mission Controller or paying office. The

documentation will also provide information required to be filed under Cooperating Country laws to permit withholding by A.I.D. of funds, if required, as described in the clause of these General Provisions entitled Social Security and Cooperating Country Taxes.

(b) Any other payments due under this contract shall be prescribed by Mission policy for the type of payment being made.

35. Section 13, General Provisions, Contract With a Third Country National for Personal Services, in Clause 15, No Access to Classified Information, the clause heading and paragraph (a) are revised as follows:

15. NO ACCESS TO CLASSIFIED INFORMATION (October 1987)

(a) The contractor shall not normally have access to classified or administratively controlled information and shall take conscious steps to avoid receiving or learning of such information. However, based on contractor's need to know, Mission may authorize access to administratively controlled information for performance of assigned scope of work on a case-by-case basis in accordance with A.I.D. Handbook 6.

36. Section 14, Additional Provisions, Contract With a Third Country National for Personal Services, Clause 3, Physical Fitness, is revised as follows:

3. PHYSICAL FITNESS (October 1987)

(a) Predeparture.

The contractor's authorized dependents shall also be required to be examined by a licensed doctor of medicine. The contractor shall require the doctor to certify that in the doctor's opinion, the contractor's authorized dependents are physically qualified to reside in the cooperating country. A copy of the certificate shall be provided to the contracting officer prior to the dependent's departure for the cooperating country.

(b) End of Tour.

The contractor and his/her authorized dependents are authorized physical examinations within 60 days after completion of the contractor's tour of duty.

(c) Reimbursement.

The contractor shall be reimbursed for the cost of the physical examinations mentioned in paragraphs (a) and (b) above as follows: (1) Based on those rates prevailing locally for such examinations in accordance with Mission practice or (2) if not done locally, not to exceed \$100 per examination for the contractor's dependents of 12 years of age and over and not to exceed \$40 per examination for contractor's dependents under 12 years of age. The contractor shall also be reimbursed for the cost of all immunizations normally authorized and extended to FSN employees.

37. Section 15, FAR Clauses is amended by adding the following FAR citation: "14. Anti-Kickback Procedures, 52.203-7."

Date: October 1, 1987.

John F. Owens,

Procurement Executive.

[FR Doc. 87-23396 Filed 10-13-87; 8:45 am]

BILLING CODE 6116-01-M

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Part 683

[Docket No. 70752-7196]

Western Pacific Bottomfish and Seamount Groundfish Fisheries

AGENCY: National Marine Fisheries Service (NMFS), NOAA, Commerce.

ACTION: Final rule.

SUMMARY: NOAA issues a final rule to implement Amendment 1 to the Fishery Management Plan for the Bottomfish and Seamount Groundfish Fisheries of the Western Pacific Region (FMP) adopted by the Western Pacific Fishery Management Council (Council) at its 57th meeting in Honolulu, Hawaii on June 4-5, 1987. Amendment 1 permits the Council to consider limited access for American Samoa and Guam, and changes the due date for the annual bottomfish report from March 31 to June 30. The intent of this action is to amend the FMP so that the Council can act quickly to protect the bottomfish resources in American Samoa and Guam, if necessary.

EFFECTIVE DATE: November 11, 1987.

ADDRESS: Copies of the amendment are available from Kitty B. Simonds, Executive Director, Western Pacific Fishery Management Council, 1164 Bishop Street, Room 1405, Honolulu, HI 96813 (808-523-1368).

FOR FURTHER INFORMATION CONTACT: Doyle E. Gates, Administrator, Western Pacific Program Office, 2570 Dole Street, Room 106, Honolulu, HI 96822-2396, 808-955-8831.

SUPPLEMENTARY INFORMATION: The FMP was prepared by the Council to establish a framework for managing the bottomfish fisheries within the U.S. exclusive economic zone (EEZ) around Hawaii, American Samoa, and Guam, and the seamount groundfish fisheries in the EEZ around the Hancock Seamounts northwest of the Northwestern Hawaiian Islands (NWHI). The FMP describes the processes by which the fishery will be managed, and establishes the limits and controls within which regulatory adjustments may be made. A set of heavily fished bottomfish species is routinely monitored by a Plan

Monitoring Team appointed by the Council, and a set of indicators provides the basis for further investigation or recommendations for action on the part of the Regional Director through notice in the **Federal Register**.

In response to concerns of American Samoa and Guam representatives regarding maintaining the stability of the bottomfish resources in their respective areas, the Council approved the development of limited access proposals for these areas at its June meeting. The original FMP reserves limited entry management proposals only for the NWHI.

In addition, regulations presently in effect require the Bottomfish Monitoring Team to prepare an annual report on the fishery by March 31 of each year. The report contains information on the bottomfish fisheries operating in the Northwestern Hawaiian Islands, the main Hawaiian Islands, American Samoa and Guam during the past year. It has not been possible for the monitoring team to prepare an annual report by the March 31 deadline because a large portion of the fishery data is not available before this date. The data availability problem can be solved by extending the due date of the annual report from March 31 to June 30 of each year.

Proposed rules were published in the **Federal Register** on July 24, 1987 (52 FR 27838), and the public comment period ended on September 3, 1987. No comments were received.

Classification

The Administrator of NOAA determined that this amendment is necessary for the conservation and management of the bottomfish fishery of the Western Pacific region and that it is consistent with the Magnuson Act and other applicable law.

The Council prepared an environmental assessment (EA) for this amendment and concluded that there will be no significant impact on the environment as a result of this rule. A copy of the amendment containing the EA may be obtained at the above address.

The Administrator of NOAA determined that this rule is not a "major rule" requiring a regulatory impact analysis under Executive Order 12291. A summary of his determination appears in the proposed rule.

The General Counsel of the Department of Commerce certified to the Chief Counsel for Advocacy of the Small Business Administration that this rule will not have a significant economic impact on a substantial number of small