

DEPARTMENT OF TRANSPORTATION**Federal Aviation Administration****14 CFR Part 117**

[Docket No. FAA-2009-1093; Amdt. No. 117-1A]

RIN 2120-AJ58

Flightcrew Member Duty and Rest Requirements; OMB Approval of Information Collection

AGENCY: Federal Aviation Administration, DOT.

ACTION: Final rule; OMB approval of information collection.

SUMMARY: This document notifies the public of the Office of Management and Budget's (OMB's) approval of the information collection requirement contained in the FAA's final rule, "Flightcrew Member Duty and Rest Requirements," which was published on January 4, 2012.

DATES: The rule published January 4, 2012 (77 FR 330), including the information collection requirement in §§ 117.7, 117.9, 117.11, 117.19, and 117.29, will become effective on January 4, 2014. This document announces that OMB approval was received on May 4, 2012.

FOR FURTHER INFORMATION CONTACT: For technical questions concerning this document, contact Dale E. Roberts, Air Transportation Division (AFS-200), Flight Standards Service, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591; telephone (202) 267-5749; email: dale.e.roberts@faa.gov. For legal questions concerning this document, contact Rebecca MacPherson, Office of the Chief Counsel, Regulations Division (AGC-200), 800 Independence Avenue SW., Washington, DC 20591; telephone (202) 267-3073; email: rebecca.macpherson@faa.gov.

SUPPLEMENTARY INFORMATION: On January 4, 2012, the final rule, "Flightcrew Member Duty and Rest Requirements" was published in the *Federal Register* (77 FR 330). In that rule, the FAA amended the FAA's existing flight, duty and rest regulations applicable to certain certificate holders and their flightcrew members operating under the domestic, flag, and supplemental operations rules.

The paperwork burden is comprised of five areas: fatigue risk management system, § 117.7; fatigue training, § 117.9; flight time limitation, § 117.11; flight duty period extension reporting, § 117.19; and emergency and

government sponsored operations, § 117.29. The information collection requirements had not been approved by OMB at the time of publication.

In accordance with the Paperwork Reduction Act, the FAA submitted a copy of the new information collection requirements to OMB for its review. OMB approved the collection on May 4, 2012, and assigned the information collection OMB Control Number 2120-0751, which expires on May 31, 2015.

This document is being published to inform affected parties of the approval, and to announce that as of January 4, 2014, affected parties are required to comply with the new information collection requirements in §§ 117.7, 117.9, 117.11, 117.19, and 117.29.

Issued in Washington, DC, on June 21, 2012.

Brenda D. Courtney,

Acting Director, Office of Rulemaking.

[FR Doc. 2012-16021 Filed 7-10-12; 8:45 am]

BILLING CODE 4910-13-P

AGENCY FOR INTERNATIONAL DEVELOPMENT

22 CFR Part 232

Republic of Tunisia Loan Guarantees Issued Under the Department of State, Foreign Operations, and Related Programs Appropriations Act of 2012

AGENCY: Agency for International Development (USAID).

ACTION: Final rule.

SUMMARY: This regulation prescribes the procedures and standard terms and conditions applicable to loan guarantees issued for the benefit of the Republic of Tunisia pursuant to the State, Foreign Operations, and Related Programs Appropriations Act of 2012.

DATES: *Effective Date:* July 11, 2012.

FOR FURTHER INFORMATION CONTACT: Haven Cruz-Hubbard, Office of General Counsel, U.S. Agency for International Development, Washington, DC 20523-6601; tel. 202-712-4774, fax 202-216-3055.

SUPPLEMENTARY INFORMATION: Pursuant to the State, Foreign Operations, and Related Programs Appropriations Act of 2012 (Pub. L. 112-74), the United States of America, acting through the U.S. Agency for International Development, may issue certain loan guarantees applicable to sums borrowed by Banque Centrale de Tunisie, acting on behalf of the Republic of Tunisia (the "Borrower"). The loan guarantees shall insure the Borrower's repayment of 100% of principal and interest due

under such loans. The full faith and credit of the United States of America is pledged for the full payment and performance of such guarantee obligations.

This rulemaking document is not subject to rulemaking under 5 U.S.C. 553 or to regulatory review under Executive Order 12866 because it involves a foreign affairs function of the United States. The provisions of the Paperwork Reduction Act (44 U.S.C. 3501 *et seq.*) do not apply.

List of Subjects in 22 CFR Part 232

Foreign relations, Foreign aid, Loan programs—foreign relations.

Authority and Issuance

■ Accordingly, a new Part 232 is added to Title 22, Chapter II, of the Code of Federal Regulations, as follows:

PART 232—REPUBLIC OF TUNISIA LOAN GUARANTEES ISSUED UNDER THE DEPARTMENT OF STATE, FOREIGN OPERATIONS, AND RELATED PROGRAMS APPROPRIATIONS ACT, 2012, DIV. I, PUB. L. 112-74—STANDARD TERMS AND CONDITIONS

Sec.

- 232.01 Purpose.
 - 232.02 Definitions.
 - 232.03 The Guarantee.
 - 232.04 Guarantee eligibility.
 - 232.05 Non-impairment of the Guarantee.
 - 232.06 Transferability of Guarantee; Note Register.
 - 232.07 Fiscal agent obligations.
 - 232.08 Event of Default; Application for Compensation; payment.
 - 232.09 No Acceleration of Eligible Notes.
 - 232.10 Payment to USAID of excess amounts received by a Noteholder.
 - 232.11 Subrogation of USAID.
 - 232.12 Prosecution of claims.
 - 232.13 Change in agreements.
 - 232.14 Arbitration.
 - 232.15 Notice.
 - 232.16 Governing law.
- Appendix A to Part 232—Application for Compensation

Authority: Title III of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2012, Division I, Pub. L. 112-74.

§ 232.01 Purpose.

The purpose of the regulations in this part is to prescribe the procedures and standard terms and conditions applicable to loan guarantees issued for the benefit of the Borrower, pursuant to Title III of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2012, Division I, Public Law 112-74. The loan guarantees will be issued as provided herein pursuant to the Loan Guarantee Agreement, dated June 8, 2012, between

the Republic of Tunisia and the United States of America (the "Loan Guarantee Agreement") and will apply to sums borrowed during a period beginning on the date that the Loan Guarantee Agreement enters into force and ending one year after such date, in such amount and on such terms as may be determined by USAID, such determination to be conclusive. The loan guarantees shall insure the Borrower's repayment of 100% of principal and interest due under such loans. The full faith and credit of the United States of America is pledged for the full payment and performance of such guarantee obligations.

§ 232.02 Definitions.

Wherever used in the standard terms and conditions set out in this part:

Applicant means a Noteholder who files an Application for Compensation with USAID, either directly or through the Fiscal Agent acting on behalf of a Noteholder.

Application for Compensation means an executed application in the form of Appendix A to this part which a Noteholder, or the Fiscal Agent on behalf of a Noteholder, files with USAID pursuant to § 232.08.

Borrower means Banque Centrale de Tunisie, acting on behalf of the Republic of Tunisia.

Business Day means any day other than a day on which banks in New York, NY are closed or authorized to be closed or a day which is observed as a federal holiday in Washington, DC, by the United States Government.

Date of Application means the date on which an Application for Compensation is actually received by USAID pursuant to § 232.15.

Defaulted Payment means, as of any date and in respect of any Eligible Note, any Interest Amount and/or Principal Amount not paid when due.

Eligible Note(s) means [a] Note[s] meeting the eligibility criteria set out in § 232.04.

Fiscal Agency Agreement means the agreement among USAID, the Borrower and the Fiscal Agent pursuant to which the Fiscal Agent agrees to provide fiscal agency services in respect of the Note[s], a copy of which Fiscal Agency Agreement shall be made available to Noteholders upon request to the Fiscal Agent.

Fiscal Agent means the bank or trust company or its duly appointed successor under the Fiscal Agency Agreement which has been appointed by the Borrower with the consent of USAID to perform certain fiscal agency services for specified Eligible Note[s]

pursuant to the terms of the Fiscal Agency Agreement.

Further Guaranteed Payments means the amount of any loss suffered by a Noteholder by reason of the Borrower's failure to comply on a timely basis with any obligation it may have under an Eligible Note to indemnify and hold harmless a Noteholder from taxes or governmental charges or any expense arising out of taxes or any other governmental charges relating to the Eligible Note in the country of the Borrower.

Guarantee means the guarantee of USAID pursuant to this part 232 and the State, Foreign Operations, and Related Programs Appropriations Act of 2012 (Pub. L. 112-74).

Guarantee Payment Date means a Business Day not more than three (3) Business Days after the related Date of Application.

Interest Amount means for any Eligible Note the amount of interest accrued on the Principal Amount of such Eligible Note at the applicable Interest Rate.

Interest Rate means the interest rate borne by an Eligible Note.

Loss of Investment means, in respect of any Eligible Note, an amount in Dollars equal to the total of the:

- (1) Defaulted Payment unpaid as of the Date of Application,
- (2) Further Guaranteed Payments unpaid as of the Date of Application, and
- (3) Interest accrued and unpaid at the Interest Rate(s) specified in the Eligible Note(s) on the Defaulted Payment and Further Guaranteed Payments, in each case from the date of default with respect to such payment to and including the date on which full payment thereof is made to the Noteholder.

Notes[s] means any debt securities issued by the Borrower.

Noteholder means the owner of an Eligible Note who is registered as such on the Note Register of Eligible Notes required to be maintained by the Fiscal Agent.

Person means any legal person, including any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Principal Amount means the principal amount of any Eligible Notes issued by the Borrower. For purposes of determining the principal amount of any Eligible Notes issued by the Borrower, the principal amount of each Eligible Note shall be the stated principal amount thereof.

USAID means the United States Agency for International Development or its successor.

§ 232.03 The Guarantee.

Subject to the terms and conditions set out in this part, the United States of America, acting through USAID, guarantees to Noteholders the Borrower's repayment of 100 percent of principal and interest due on Eligible Notes. Under this Guarantee, USAID agrees to pay to any Noteholder compensation in Dollars equal to such Noteholder's Loss of Investment under its Eligible Note; provided, however, that no such payment shall be made to any Noteholder for any such loss arising out of fraud or misrepresentation for which such Noteholder is responsible or of which it had knowledge at the time it became such Noteholder. This Guarantee shall apply to each Eligible Note registered on the Note Register required to be maintained by the Fiscal Agent.

§ 232.04 Guarantee eligibility.

(a) Eligible Notes only are guaranteed hereunder. Notes in order to achieve Eligible Note status:

- (1) Must be signed on behalf of the Borrower, manually or in facsimile, by a duly authorized representative of the Borrower;
- (2) Must contain a certificate of authentication manually executed by a Fiscal Agent whose appointment by the Borrower is consented to by USAID in the Fiscal Agency Agreement; and
- (3) Shall be approved and authenticated by USAID by either:
 - (i) The affixing by USAID on the Notes of a guarantee legend incorporating these Standard Terms and Conditions signed on behalf of USAID by either a manual signature or a facsimile signature of an authorized representative of USAID or
 - (ii) The delivery by USAID to the Fiscal Agent of a guarantee certificate incorporating these Standard Terms and Conditions signed on behalf of USAID by either a manual signature or a facsimile signature of an authorized representative of USAID.

(b) The authorized USAID representatives for purposes of the regulations in this part whose signature(s) shall be binding on USAID shall include the USAID Chief and Deputy Chief Financial Officer, Assistant Administrator and Deputy, Bureau for Economic Growth, Education, and Environment, Director and Deputy Director, Office of Development Credit, and such other individual(s) designated in a certificate executed by an authorized USAID

Representative and delivered to the Fiscal Agent. The certificate of authentication of the Fiscal Agent issued pursuant to the Fiscal Agency Agreement shall, when manually executed by the Fiscal Agent, be conclusive evidence binding on USAID that an Eligible Note has been duly executed on behalf of the Borrower and delivered.

§ 232.05 Non-impairment of the Guarantee.

The full faith and credit of the United States of America is pledged to the performance of this Guarantee. The Guarantee shall be unconditional, and shall not be affected or impaired by:

(a) Any defect in the authorization, execution, delivery or enforceability of any agreement or other document executed by a Noteholder, USAID, the Fiscal Agent or the Borrower in connection with the transactions contemplated by this Guarantee or

(b) The suspension or termination of the program pursuant to which USAID is authorized to guarantee the Eligible Notes. This non-impairment of the guarantee provision shall not, however, be operative with respect to any loss arising out of fraud or misrepresentation for which the claiming Noteholder is responsible or of which it had knowledge at the time it became a Noteholder.

§ 232.06 Transferability of Guarantee; Note Register.

A Noteholder may assign, transfer or pledge an Eligible Note to any Person. Any such assignment, transfer or pledge shall be effective on the date that the name of the new Noteholder is entered on the Note Register required to be maintained by the Fiscal Agent pursuant to the Fiscal Agency Agreement. USAID shall be entitled to treat the Persons in whose names the Eligible Notes are registered as the owners thereof for all purposes of this Guarantee and USAID shall not be affected by notice to the contrary.

§ 232.07 Fiscal agent obligations.

Failure of the Fiscal Agent to perform any of its obligations pursuant to the Fiscal Agency Agreement shall not impair any Noteholder's rights under this Guarantee, but may be the subject of action for damages against the Fiscal Agent by USAID as a result of such failure or neglect. A Noteholder may appoint the Fiscal Agent to make demand for payment on its behalf under this Guarantee.

§ 232.08 Event of Default; Application for Compensation; payment.

At any time after an Event of Default, as this term is defined in an Eligible

Note, any Noteholder hereunder, or the Fiscal Agent on behalf of a Noteholder hereunder, may file with USAID an Application for Compensation in the form provided in Appendix A to this part. USAID shall pay or cause to be paid to any such Applicant any compensation specified in such Application for Compensation that is due to the Applicant pursuant to the Guarantee as a Loss of Investment not later than the Guarantee Payment Date. In the event that USAID receives any other notice of an Event of Default, USAID may pay any compensation that is due to any Noteholder pursuant to a Guarantee, whether or not such Noteholder has filed with USAID an Application for Compensation in respect of such amount.

§ 232.09 No Acceleration of Eligible Notes.

Eligible Notes shall not be subject to acceleration, in whole or in part, by USAID, the Noteholder or any other party. USAID shall not have the right to pay any amounts in respect of the Eligible Notes other than in accordance with the original payment terms of such Eligible Notes.

§ 232.10 Payment to USAID of excess amounts received by a Noteholder.

If a Noteholder shall, as a result of USAID paying compensation under this Guarantee, receive an excess payment, it shall refund the excess to USAID.

§ 232.11 Subrogation of USAID.

In the event of payment by USAID to a Noteholder under this Guarantee, USAID shall be subrogated to the extent of such payment to all of the rights of such Noteholder against the Borrower under the related Note.

§ 232.12 Prosecution of claims.

After payment by USAID to an Applicant hereunder, USAID shall have exclusive power to prosecute all claims related to rights to receive payments under the Eligible Notes to which it is thereby subrogated. If a Noteholder continues to have an interest in the outstanding Eligible Notes, such a Noteholder and USAID shall consult with each other with respect to their respective interests in such Eligible Notes and the manner of and responsibility for prosecuting claims.

§ 232.13 Change in agreements.

No Noteholder will consent to any change or waiver of any provision of any document contemplated by this Guarantee without the prior written consent of USAID.

§ 232.14 Arbitration.

Any controversy or claim between USAID and any Noteholder arising out of this Guarantee shall be settled by arbitration to be held in Washington, DC in accordance with the then prevailing rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

§ 232.15 Notice.

Any communication to USAID pursuant to this Guarantee shall be in writing in the English language, shall refer to the Republic of Tunisia Loan Guarantee Number inscribed on the Eligible Note and shall be complete on the day it shall be actually received by USAID at the Office of Development Credit, Bureau for Economic Growth, Agriculture and Trade, United States Agency for International Development, Washington, DC 20523-0030. Other addresses may be substituted for the above upon the giving of notice of such substitution to each Noteholder by first class mail at the address set forth in the Note Register.

§ 232.16 Governing law.

This Guarantee shall be governed by and construed in accordance with the laws of the United States of America governing contracts and commercial transactions of the United States Government.

Appendix A to Part 232—Application for Compensation

United States Agency for International Development Washington, DC 20523

Ref: Guarantee dated as of _____, 20____:

Gentlemen: You are hereby advised that payment of \$ _____ (consisting of \$ _____ of principal, \$ _____ of interest and \$ _____ in Further Guaranteed Payments, as defined in § 232.02(1) of the Standard Terms and Conditions of the above-mentioned Guarantee) was due on 20____, on \$ _____ Principal Amount of Notes issued by Banque Centrale de Tunisie, acting on behalf of the Republic of Tunisia (the "Borrower") held by the undersigned. Of such amount \$ _____ was not received on such date and has not been received by the undersigned at the date hereof. In accordance with the terms and provisions of the above-mentioned Guarantee, the undersigned hereby applies, under § 232.08 of said Guarantee, for payment of \$ _____, representing \$ _____ the Principal Amount of the presently outstanding Note(s) of the Borrower held by the undersigned that was due and payable on _____ and that remains unpaid, and \$ _____, the Interest Amount on such Note(s) that was due and payable by the Borrower on _____ and that remains unpaid, and \$ _____ in Further

Guaranteed Payments,¹ plus accrued and unpaid interest thereon from the date of default with respect to such payments to and including the date payment in full is made by you pursuant to said Guarantee, at the rate of ___% per annum, being the rate for such interest accrual specified in such Note. Such payment is to be made at [state payment instructions of Noteholder].

All capitalized terms herein that are not otherwise defined shall have the meanings assigned to such terms in the Standard Terms and Conditions of the above-mentioned Guarantee.

[Name of Applicant]

By:

Name:

Title:

Dated:

Haven Cruz-Hubbard,

Attorney Advisor, Office of the General Counsel, U.S. Agency for International Development.

[FR Doc. 2012-16638 Filed 7-10-12; 8:45 am]

BILLING CODE M

DEPARTMENT OF THE INTERIOR

Office of Surface Mining Reclamation and Enforcement

30 CFR Part 948

[WV-119-FOR; OSM-2012-0013]

West Virginia Regulatory Program

AGENCY: Office of Surface Mining Reclamation and Enforcement (OSM), Interior.

ACTION: Interim final rule with request for comments.

SUMMARY: We are approving, on an interim basis, an amendment to the West Virginia regulatory program (the West Virginia program) under the Surface Mining Control and Reclamation Act of 1977 (SMCRA or the Act). West Virginia revised its Surface Coal Mining and Reclamation Act (WVSCMRA) to effect changes concerning the special reclamation tax and apportionment of this tax. This amendment is intended to increase and extend the special reclamation tax. Moreover, a specific portion of this tax will be allocated to the Special Reclamation Water Trust Fund for the purpose of designing, constructing and maintaining water treatment systems on forfeited mine sites. We are approving the reinstatement of the special reclamation tax, its increase to twenty-seven and nine-tenths cents per ton of

clean coal mined, as well fifteen cents of the amount collected allocated for deposit to the Special Reclamation Water Trust Fund.

DATES: *Effective Date:* This rule is effective July 11, 2012. *Comment Date:* We will accept written comments until 4 p.m., EST August 10, 2012. If requested, we will hold a public hearing on August 6, 2012. We will accept requests to speak until 4 p.m., EST on July 26, 2012.

ADDRESSES: You may submit comments by any of the following two methods:

- *Federal eRulemaking Portal:* www.regulations.gov. The proposed rule has been assigned Docket ID: OSM-2012-0013. If you would like to submit comments through the Federal eRulemaking Portal, go to www.regulations.gov and follow the instructions.

- *Mail/Hand Delivery:* Mr. Roger W. Calhoun, Director, Charleston Field Office, Office of Surface Mining Reclamation and Enforcement, 1027 Virginia Street, East, Charleston, West Virginia 25301. Please include the rule identifier (WV-119-FOR) with your written comments.

Instructions: All submissions received must include the agency Docket ID (OSM-2012-0013) for this rulemaking. For detailed instructions on submitting comments and additional information on the rulemaking process, see “IV. Public Comment Procedures” in the **SUPPLEMENTARY INFORMATION** section of this document. You may also request to speak at a public hearing by any of the methods listed above or by contacting the individual listed under **FOR FURTHER INFORMATION CONTACT**.

Docket: The interim rule and any comments that are submitted may be viewed via the internet at www.regulations.gov. Look for Docket ID OSM-2012-0013. In addition, you may review copies of the West Virginia program, this amendment, a listing of any scheduled public hearings, and all written comments received in response to this document at the addresses listed below during normal business hours, Monday through Friday, excluding holidays. You may also receive one free copy of this amendment by contacting OSM’s Charleston Field Office listed below.

Mr. Roger W. Calhoun, Director,
Charleston Field Office, Office of
Surface Mining Reclamation and
Enforcement, 1027 Virginia Street,
East, Charleston, West Virginia 25301,
Telephone: (304) 347-7158. Email:
chfo@osmre.gov.
West Virginia Department of
Environmental Protection, Division of

Mining and Reclamation, Mr. Thomas L. Clark, 601 57th Street SE.,
Charleston, WV 25304, Telephone:
(304) 926-0490.

In addition, you may review a copy of the amendment during regular business hours at the following locations:

Office of Surface Mining Reclamation and Enforcement, Morgantown Area Office, 604 Cheat Road, Suite 150, Morgantown, West Virginia 26508, Telephone: (304) 291-4004. (By Appointment Only).
Office of Surface Mining Reclamation and Enforcement, Beckley Area Office, 313 Harper Park Drive, Suite 3, Beckley, West Virginia 25801, Telephone: (304) 255-5265.

FOR FURTHER INFORMATION CONTACT: Mr. Roger W. Calhoun, Director, Charleston Field Office, Telephone: (304) 347-7158. Email: chfo@osmre.gov.

SUPPLEMENTARY INFORMATION:

- I. Background on the West Virginia Program
- II. Description and Submission of the Amendment
- III. OSM’s Findings
- IV. Public Comment Procedures
- V. OSM’s Decision
- VI. Procedural Determinations

I. Background on the West Virginia Program

Section 503(a) of the Act permits a State to assume primacy for the regulation of surface coal mining and reclamation operations on non-Federal and non-Indian lands within its borders by demonstrating that its program includes, among other things, “* * * a State law which provides for the regulation of surface coal mining and reclamation operations in accordance with the requirements of the Act * * *; and rules and regulations consistent with regulations issued by the Secretary pursuant to the Act.” See 30 U.S.C. 1253(a)(1) and (7). On the basis of these criteria, the Secretary of the Interior conditionally approved the West Virginia program on January 21, 1981. You can find background information on the West Virginia program, including the Secretary’s findings, the disposition of comments, and conditions of approval of the West Virginia program in the January 21, 1981, **Federal Register** (46 FR 5915). You can also find later actions concerning West Virginia’s program and program amendments at 30 CFR 948.10, 948.12, 948.13, 948.15, and 948.16.

II. Description and Submission of the Amendment

By letter dated April 27, 2012, and received on April 27, 2012, (Administrative Record Number WV-

¹ In the event the Application for Compensation relates to Further Guaranteed Payments, such Application must also contain a statement of the nature and circumstances of the related loss.