

(i) Subject

Joint Aircraft Service Component (JASC)
Code: 6720, Tail rotor control system.

Issued in Fort Worth, Texas, on January 31, 2014.

Lance T. Gant,

*Acting Directorate Manager, Rotorcraft
Directorate, Aircraft Certification Service.*

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BILLING CODE 4910-13-P

COMMODITY FUTURES TRADING COMMISSION

17 CFR Part 30

RIN 3038-AD88

Enhancing Protections Afforded Customers and Customer Funds Held by Futures Commission Merchants and Derivatives Clearing Organizations; Correction

AGENCY: Commodity Futures Trading
Commission.

ACTION: Correcting amendments.

SUMMARY: The Commodity Futures
Trading Commission (CFTC) is
correcting final rules published in the
Federal Register of November 14, 2013
(78 FR 68506). Those rules, 17 CFR
Parts 1, 3, 22, 30, and 140, took effect
on January 13, 2014. This correction
amends Appendix E to Part 30
correcting a typographical error
contained in that appendix.

DATES: Effective on March 13, 2014.

FOR FURTHER INFORMATION CONTACT:
Thomas Smith, Deputy Director, 202-
418-5495, tsmith@cftc.gov, or Mark
Bretschler, Attorney-Advisor, 312-596-
0529, mbretschler@cftc.gov, Division of
Swap Dealer and Intermediary
Oversight, Commodity Futures Trading
Commission, Three Lafayette Centre,
1155 21st Street NW., Washington, DC
20581.

SUPPLEMENTARY INFORMATION: In the
Federal Register of November 14, 2013
(78 FR 68506), the CFTC published final
rules adopting new regulations and
amending existing regulations to require
enhanced customer protections, risk
management programs, internal
monitoring and controls, capital and
liquidity standards, customer
disclosures, and auditing and
examination programs for futures
commission merchants. Those rules
include Appendix E to Part 30—
Acknowledgement Letter for CFTC
Regulation 30.7 Customer Secured
Account (“acknowledgment letter”).
The third sentence of the second full
paragraph of the body of the Appendix
E acknowledgement letter contains a

typographical error. Specifically, the
phrase “lines or credit” should read
“lines of credit”. The Commission is
making a correcting amendment to
Appendix E to Part 30 to correct that
error.

List of Subjects in 17 CFR Part 30

Commodity futures, Consumer
protection, Currency, Reporting and
recordkeeping requirements.

Accordingly, 17 CFR part 30 is
corrected by making the following
correcting amendment:

PART 30—FOREIGN FUTURES AND FOREIGN OPTIONS TRANSACTIONS

■ 1. The authority citation for part 30
continues to read as follows:

Authority: 7 U.S.C. 1a, 2, 6, 6c, and 12a,
unless otherwise noted.

■ 2. Revise Appendix E to part 30 to
read as follows:

Appendix E to Part 30— Acknowledgment Letter for CFTC Regulation 30.7 Customer Secured Account

[Date]

[Name and Address of Depository]

We refer to the Secured Amount
Account(s) which [Name of Futures
Commission Merchant] (“we” or “our”) have
opened or will open with [Name of
Depository] (“you” or “your”) entitled:

[Name of Futures Commission Merchant]
[if applicable, add “FCM Customer Omnibus
Account”] CFTC Regulation 30.7 Customer
Secured Account under Section 4(b) of the
Commodity Exchange Act [and, if applicable,
“, Abbreviated as [short title reflected in the
depository’s electronic system]”]

Account Number(s): []
(collectively, the “Account(s)”).

You acknowledge that we have opened or
will open the above-referenced Account(s)
for the purpose of depositing, as applicable,
money, securities and other property
(collectively “Funds”) of customers who
trade foreign futures and/or foreign options
(as such terms are defined in U.S.
Commodity Futures Trading Commission
 (“CFTC”) Regulation 30.1, as amended); that
the Funds held by you, hereafter deposited
in the Account(s) or accruing to the credit of
the Account(s), will be kept separate and
apart and separately accounted for on your
books from our own funds and from any
other funds or accounts held by us, in
accordance with the provisions of the
Commodity Exchange Act, as amended (the
“Act”), and Part 30 of the CFTC’s regulations,
as amended; that the Funds may not be
commingled with our own funds in any
proprietary account we maintain with you;
and that the Funds must otherwise be treated
in accordance with the provisions of Section
4(b) of the Act and CFTC Regulation 30.7.

Furthermore, you acknowledge and agree
that such Funds may not be used by you or
by us to secure or guarantee any obligations

that we might owe to you, and they may not
be used by us to secure or obtain credit from
you. You further acknowledge and agree that
the Funds in the Account(s) shall not be
subject to any right of offset or lien for or on
account of any indebtedness, obligations or
liabilities we may now or in the future have
owing to you. This prohibition does not
affect your right to recover funds advanced
in the form of cash transfers, lines of credit,
repurchase agreements or other similar
liquidity arrangements you make in lieu of
liquidating non-cash assets held in the
Account(s) or in lieu of converting cash held
in the Account(s) to cash in a different
currency.

In addition, you agree that the Account(s)
may be examined at any reasonable time by
the director of the Division of Swap Dealer
and Intermediary Oversight of the CFTC or
the director of the Division of Clearing and
Risk of the CFTC, or any successor divisions,
or such directors’ designees, or an
appropriate officer, agent or employee of our
designated self-regulatory organization
 (“DSRO”), [Name of DSRO], and this letter
constitutes the authorization and direction of
the undersigned on our behalf to permit any
such examination to take place without
further notice or consent from us.

You agree to reply promptly and directly
to any request for confirmation of account
balances or provision of any other
information regarding or related to the
Account(s) from the director of the Division
of Swap Dealer and Intermediary Oversight
of the CFTC or the director of the Division
of Clearing and Risk of the CFTC, or any
successor divisions, or such directors’
designees, or an appropriate officer, agent, or
employee of [Name of DSRO], acting in its
capacity as our DSRO, and this letter
constitutes the authorization and direction of
the undersigned on our behalf to release the
requested information without further notice
to or consent from us.

You further acknowledge and agree that,
pursuant to authorization granted by us to
you previously or herein, you have provided,
or will promptly provide following the
opening of the Account(s), the director of the
Division of Swap Dealer and Intermediary
Oversight of the CFTC, or any successor
division, or such director’s designees, with
technological connectivity, which may
include provision of hardware, software, and
related technology and protocol support, to
facilitate direct, read-only electronic access
to transaction and account balance
information for the Account(s). This letter
constitutes the authorization and direction of
the undersigned on our behalf for you to
establish this connectivity and access if not
previously established, without further
notice to or consent from us.

The parties agree that all actions on your
part to respond to the above information and
access requests will be made in accordance
with, and subject to, such usual and
customary authorization verification and
authentication policies and procedures as
may be employed by you to verify the
authority of, and authenticate the identity of,
the individual making any such information
or access request, in order to provide for the
secure transmission and delivery of the

requested information or access to the appropriate recipient(s).

We will not hold you responsible for acting pursuant to any information or access request from the director of the Division of Swap Dealer and Intermediary Oversight of the CFTC or the director of the Division of Clearing and Risk of the CFTC, or any successor divisions, or such directors' designees, or an appropriate officer, agent, or employee of [Name of DSRO], acting in its capacity as our DSRO, upon which you have relied after having taken measures in accordance with your applicable policies and procedures to assure that such request was provided to you by an individual authorized to make such a request.

In the event we become subject to either a voluntary or involuntary petition for relief under the U.S. Bankruptcy Code, we acknowledge that you will have no obligation to release the Funds held in the Account(s), except upon instruction of the Trustee in Bankruptcy or pursuant to the Order of the respective U.S. Bankruptcy Court.

Notwithstanding anything in the foregoing to the contrary, nothing contained herein shall be construed as limiting your right to assert any right of offset or lien on assets that are not 30.7 customer funds maintained in the Account(s), or to impose such charges against us or any proprietary account maintained by us with you. Further, it is understood that amounts represented by checks, drafts or other items shall not be considered to be part of the Account(s) until finally collected. Accordingly, checks, drafts and other items credited to the Account(s) and subsequently dishonored or otherwise returned to you or reversed, for any reason, and any claims relating thereto, including but not limited to claims of alteration or forgery, may be charged back to the Account(s), and we shall be responsible to you as a general endorser of all such items whether or not actually so endorsed.

You may conclusively presume that any withdrawal from the Account(s) and the balances maintained therein are in conformity with the Act and CFTC regulations without any further inquiry, provided that, in the ordinary course of your business as a depository, you have no notice of or actual knowledge of a potential violation by us of any provision of the Act or Part 30 of the CFTC regulations that relates to the holding of customer funds; and you shall not in any manner not expressly agreed to herein be responsible to us for ensuring compliance by us with such provisions of the Act and CFTC regulations; however, the aforementioned presumption does not affect any obligation you may otherwise have under the Act or CFTC regulations.

You may, and are hereby authorized to, obey the order, judgment, decree or levy of any court of competent jurisdiction or any governmental agency with jurisdiction, which order, judgment, decree or levy relates in whole or in part to the Account(s). In any event, you shall not be liable by reason of any action or omission to act pursuant to any such order, judgment, decree or levy, to us or to any other person, firm, association or corporation even if thereafter any such order, decree, judgment or levy shall be reversed, modified, set aside or vacated.

The terms of this letter agreement shall remain binding upon the parties, their successors and assigns and, for the avoidance of doubt, regardless of a change in the name of either party. This letter agreement supersedes and replaces any prior agreement between the parties in connection with the Account(s), including but not limited to any prior acknowledgment letter agreement, to the extent that such prior agreement is inconsistent with the terms hereof. In the event of any conflict between this letter agreement and any other agreement between the parties in connection with the Account(s), this letter agreement shall govern with respect to matters specific to Section 4(b) of the Act and the CFTC's regulations thereunder, as amended.

This letter agreement shall be governed by and construed in accordance with the laws of [Insert governing law] without regard to the principles of choice of law.

Please acknowledge that you agree to abide by the requirements and conditions set forth above by signing and returning to us the enclosed copy of this letter agreement, and that you further agree to provide a copy of this fully executed letter agreement directly to the CFTC (via electronic means in a format and manner determined by the CFTC) and to [Name of DSRO], acting in its capacity as our DSRO. We hereby authorize and direct you to provide such copies without further notice to or consent from us, no later than three business days after opening the Account(s) or revising this letter agreement, as applicable.

[Name of Futures Commission Merchant]

By:

Print Name:

Title:

ACKNOWLEDGED AND AGREED:

[Name of Depository]

By:

Print Name:

Title:

Contact Information: [Insert phone number and email address]

DATE:

Issued in Washington, DC, on March 7, 2014, by the Commission.

Christopher J. Kirkpatrick,

Deputy Secretary of the Commission.

[FR Doc. 2014-05465 Filed 3-12-14; 8:45 am]

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

21 CFR Part 573

[Docket No. FDA-2012-F-1100]

Food Additives Permitted in Feed and Drinking Water of Animals; Benzoic Acid

AGENCY: Food and Drug Administration, HHS.

ACTION: Final rule.

SUMMARY: The Food and Drug Administration (FDA) is amending the regulations for food additives permitted in feed and drinking water of animals to provide for the safe use of benzoic acid as an acidifying agent in swine feed. This action is in response to a food additive petition filed by DSM Nutritional Products.

DATES: This rule is effective March 13, 2014. Submit either written or electronic objections and requests for a hearing by April 14, 2014. See section V of this document for information on the filing of objections.

ADDRESSES: You may submit either electronic or written objections and a request for a hearing, identified by Docket No. FDA-2012-F-1100, by any of the following methods:

Electronic Submissions

Submit electronic objections in the following way:

- Federal eRulemaking Portal: <http://www.regulations.gov>. Follow the instructions for submitting comments.

Written Submissions

Submit written objections in the following ways:

- Mail/Hand delivery/Courier (for paper submissions): Division of Dockets Management (HFA-305), Food and Drug Administration, 5630 Fishers Lane, Rm. 1061, Rockville, MD 20852.

Instructions: All submissions received must include the Agency name and docket number for this rulemaking. All objections received will be posted without change to <http://www.regulations.gov>, including any personal information provided. For additional information on submitting objections, see the "Objections" heading of the **SUPPLEMENTARY INFORMATION** section of this document.

Docket: For access to the docket to read background documents or objections received, go to <http://www.regulations.gov> and insert the docket number, found in brackets in the heading of this document, into the "Search" box and follow the prompts and/or go to the Division of Dockets Management, 5630 Fishers Lane, Rm. 1061, Rockville, MD 20852.

FOR FURTHER INFORMATION CONTACT: Isabel W. Pocurull, Center for Veterinary Medicine (HFV-226), Food and Drug Administration, 7519 Standish Pl., Rockville, MD 20855, 240-453-6853, isabel.pocurull@fda.hhs.gov.

SUPPLEMENTARY INFORMATION:

I. Background

In a notice published in the **Federal Register** of December 4, 2012 (77 FR