

less potent or toxic may be excluded from the requirements of this part based upon a determination by the Administrator that the attenuated strain or modified toxin does not pose a severe threat to public health and safety, animal health, or animal products.

\* \* \* \* \*

#### § 121.5 [Amended]

■ 10. In § 121.5, paragraph (a)(3)(i) is amended by removing the words “and swine” and adding the words “or swine” in their place.

■ 11. Section 121.6 is amended as follows:

■ a. In paragraph (a)(3)(i), by removing the second occurrence of the word “and” and adding the word “or” in its place.

■ b. By revising paragraphs (e) and (f). The revisions read as follows:

#### § 121.6 Exemptions for overlap select agents and toxins.

\* \* \* \* \*

(e) If it is necessary to respond to a domestic or foreign agricultural emergency involving an overlap select agent or toxin, the Administrator may exempt an individual or entity from the requirements, in whole or in part, of this part for up to 30 calendar days. The Administrator may extend the exemption once for an additional 30 days.

(f) Upon request of the Secretary of Health and Human Services, the Administrator may exempt an individual or entity from the requirements, in whole or in part, of this part for up to 30 calendar days if the Secretary of Health and Human Services has granted an exemption for a public health emergency involving an overlap select agent or toxin. The Administrator may extend the exemption once for an additional 30 days.

#### § 121.9 [Amended]

■ 12. In § 121.9, paragraph (c)(1) is amended by removing the words “and swine” and adding the words “or swine” in their place.

#### § 121.11 [Amended]

■ 13. Section 121.11 is amended as follows:

■ a. In paragraph (c)(2), by adding the words “(including arthropods)” after the word “animals”.

■ b. In paragraph (d)(2), by adding the words “if the potential to access to select agents or toxins exists” after the words “approved individual”.

■ c. In paragraph (g), by removing the word “Internet” and adding the words “National Select Agent Registry” in its place.

■ 14. Section 121.13 is amended as follows:

■ a. By revising paragraph (a).

■ b. By removing paragraph (b).

■ c. By redesignating paragraphs (c) and (d) as paragraphs (b) and (c), respectively.

■ d. In newly redesignated paragraph (b), by removing the words “paragraph (b)” and adding the words “paragraph (a)” in their place.

■ e. In newly redesignated paragraph (c), by removing the words “paragraph (b)” and adding the words “paragraph (a)” in their place.

The revision reads as follows:

#### § 121.13 Restricted experiments.

(a) An individual or entity may not conduct, or possess products resulting from, the following experiments unless approved by and conducted in accordance with the conditions prescribed by the Administrator:

(1) Experiments that involve the deliberate transfer of, or selection for, a drug resistance trait to select agents that are not known to acquire the trait naturally, if such acquisition could compromise the control of disease agents in humans, veterinary medicine, or agriculture.

(2) Experiments involving the deliberate formation of synthetic or recombinant DNA containing genes for the biosynthesis of select toxins lethal for vertebrates at an LD<sub>50</sub> <100 ng/kg body weight.

\* \* \* \* \*

Done in Washington, DC, this 1st day of May 2014.

**Kevin Shea,**

*Administrator, Animal and Plant Health Inspection Service.*

[FR Doc. 2014-10741 Filed 5-9-14; 8:45 am]

**BILLING CODE 3410-34-P**

## COMMODITY FUTURES TRADING COMMISSION

### 17 CFR Part 1

**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 (“Commission” or “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 B to 17 CFR 1.20 and Appendix B to 17 CFR 1.26 by removing a phrase from both appendices.

**DATES:** Effective on May 12, 2014.

#### FOR FURTHER INFORMATION CONTACT:

Parisa Abadi, Attorney-Advisor, 202-418-6620, [pabadi@cftc.gov](mailto:pabadi@cftc.gov), Division of Clearing and Risk, 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 Commission 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 (“FCMs”). The final rules also address certain related issues concerning derivatives clearing organizations (“DCOs”), including the requirement that a DCO obtain a written acknowledgment from each depository or money market mutual fund with which the DCO holds or invests customer funds, in the form of a standard template letter set forth in Appendix B to 17 CFR 1.20—Derivatives Clearing Organization Acknowledgment Letter for CFTC Regulation 1.20 Customer Segregated Account, and in Appendix B to 17 CFR 1.26—Derivatives Clearing Organization Acknowledgment Letter for CFTC Regulation 1.26 Customer Segregated Money Market Mutual Fund Account, respectively (each an “Acknowledgment Letter”).

The sixth full paragraph<sup>1</sup> of the body of the Acknowledgment Letter set forth in Appendix B to 17 CFR 1.20 and the seventh full paragraph of the body of the Acknowledgment Letter set forth in Appendix B to 17 CFR 1.26 address the depository’s or money market mutual fund’s obligations in the event of the bankruptcy of the DCO account holder. The provisions are intended to relate exclusively to the bankruptcy of the account holder and should not additionally refer to the bankruptcy of

<sup>1</sup> This paragraph, as revised, will become the seventh full paragraph of the body of the Acknowledgment Letter set forth in Appendix B to 17 CFR 1.20, after the format of that Acknowledgment Letter is conformed to the format of the Acknowledgment Letter set forth in Appendix B to 17 CFR 1.26.

“any of our futures commission merchant clearing members.”

To correct this error, the Commission is making a correcting amendment to remove the reference to “futures commission merchant clearing members” found in the text of Appendix B to 17 CFR 1.20 and Appendix B to 17 CFR 1.26. The Commission is also adopting conforming changes in grammar, punctuation, and formatting.

#### List of Subjects in 17 CFR Part 1

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

Accordingly, 17 CFR part 1 is corrected by making the following correcting amendments:

### PART 1—GENERAL REGULATIONS UNDER THE COMMODITY EXCHANGE ACT

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

**Authority:** 7 U.S.C. 1a, 2, 5, 6, 6a, 6b, 6c, 6d, 6e, 6f, 6g, 6h, 6i, 6k, 6l, 6m, 6n, 6o, 6p, 6r, 6s, 7, 7a–1, 7a–2, 7b, 7b–3, 8, 9, 10a, 12, 12a, 12c, 13a, 13a–1, 16, 16a, 19, 21, 23, and 24, as amended by Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. 111–203, 124 Stat. 1376 (2010).

■ 2. Revise Appendix B to § 1.20 to read as follows:

#### § 1.20 Futures customer funds to be segregated and separately accounted for.

\* \* \* \* \*

#### Appendix B to § 1.20—Derivatives Clearing Organization Acknowledgment Letter for CFTC Regulation 1.20 Customer Segregated Account

[Date]

[Name and Address of Bank or Trust Company]

We refer to the Segregated Account(s) which [Name of Derivatives Clearing Organization] (“we” or “our”) have opened or will open with [Name of Bank or Trust Company] (“you” or “your”) entitled:

[Name of Derivatives Clearing Organization]

Futures Customer Omnibus Account, CFTC Regulation 1.20 Customer Segregated Account under Sections 4d(a) and 4d(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 the “Funds”) of customers who

trade commodities, options, swaps, and other products, as required by Commodity Futures Trading Commission (“CFTC”) Regulations, including Regulation 1.20, 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 separately accounted for and segregated 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 1 of the CFTC’s regulations, as amended; and that the Funds must otherwise be treated in accordance with the provisions of Section 4d of the Act and CFTC regulations thereunder.

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.

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 Clearing and Risk of the CFTC or the director of the Division of Swap Dealer and Intermediary Oversight of the CFTC, or any successor divisions, or such directors’ designees, 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.

The parties agree that all actions on your part to respond to the above information 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 request, in order to provide for the secure transmission and delivery of the requested information to the appropriate recipient(s).

We will not hold you responsible for acting pursuant to any information request from the director of the Division of Clearing and Risk of the CFTC or the director of the Division of Swap Dealer and Intermediary Oversight of the CFTC, or any successor divisions, or such directors’ designees, 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 that 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 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 the CFTC regulations that relates to the segregation 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 4d 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). We hereby authorize and direct you to provide such copy 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 Derivatives Clearing Organization]

By:

Print Name:

Title:

ACKNOWLEDGED AND AGREED:

[Name of Bank or Trust Company]

By:

Print Name:

Title:

Contact Information: [Insert phone number and email address]

DATE:

■ 3. Revise Appendix B to § 1.26 to read as follows:

**§ 1.26 Deposit of instruments purchased with futures customer funds.**

\* \* \* \* \*

**Appendix B to § 1.26—Derivatives Clearing Organization Acknowledgment Letter for CFTC Regulation 1.26 Customer Segregated Money Market Mutual Fund Account**

[Date]

[Name and Address of Money Market Mutual Fund]

We propose to invest funds held by [Name of Derivatives Clearing Organization] (“we” or “our”) on behalf of customers in shares of [Name of Money Market Mutual Fund] (“you” or “your”) under account(s) entitled (or shares issued to):

[Name of Derivatives Clearing Organization]

Futures Customer Omnibus Account, CFTC Regulation 1.26 Customer Segregated Money Market Mutual Fund Account under Sections 4d(a) and 4d(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 are holding these funds, including any shares issued and amounts accruing in connection therewith (collectively, the “Shares”), for the benefit of customers who trade commodities, options, swaps and other products, as required by Commodity Futures Trading Commission (“CFTC”) Regulation 1.26, as amended; that the Shares held by you, hereafter deposited in the Account(s) or accruing to the credit of the Account(s), will be separately accounted for and segregated 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 1 of the CFTC’s regulations, as amended; and that the Shares must otherwise be treated in accordance with the provisions of Section 4d of the Act and CFTC regulations thereunder.

Furthermore, you acknowledge and agree that such Shares 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 Shares 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.

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 Clearing and Risk of the CFTC or the director of the Division of Swap Dealer and Intermediary Oversight of the CFTC, or any successor divisions, or such directors’ designees, 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.

The parties agree that all actions on your part to respond to the above information 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 request, in order to provide for the secure transmission and delivery of the requested information to the appropriate recipient(s).

We will not hold you responsible for acting pursuant to any information request from the director of the Division of Clearing and Risk of the CFTC or the director of the Division of Swap Dealer and Intermediary Oversight of the CFTC, or any successor divisions, or such directors’ designees, 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 that 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 Shares 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 Shares 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 the CFTC regulations that relates to the segregation 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.

We are permitted to invest customers’ funds in money market mutual funds pursuant to CFTC Regulation 1.25. That rule sets forth the following conditions, among others, with respect to any investment in a money market mutual fund:

(1) The net asset value of the fund must be computed by 9:00 a.m. of the business day following each business day and be made available to us by that time;

(2) The fund must be legally obligated to redeem an interest in the fund and make payment in satisfaction thereof by the close of the business day following the day on which we make a redemption request except as otherwise specified in CFTC Regulation 1.25(c)(5)(ii); and,

(3) The agreement under which we invest customers’ funds must not contain any provision that would prevent us from pledging or transferring fund shares.

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 4d 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) in accordance with CFTC Regulation 1.20. We hereby authorize and direct you to provide such copy 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 Derivatives Clearing Organization]

By:

Print Name:

Title:

ACKNOWLEDGED AND AGREED:

[Name of Money Market Mutual Fund]

By:

Print Name:

Title:

Contact Information: [Insert phone number and email address]

DATE:

Issued in Washington, DC, on May 5, 2014, by the Commission.

**Christopher J. Kirkpatrick,**

*Deputy Secretary of the Commission.*

[FR Doc. 2014-10650 Filed 5-9-14; 8:45 am]

BILLING CODE 6351-01-P

## AGENCY FOR INTERNATIONAL DEVELOPMENT

### 22 CFR Part 234

#### Ukraine Guarantees Issued Under the Support for the Sovereignty, Integrity, Democracy, and Economic Stability of Ukraine Act of 2014—Standard Terms and Conditions

**AGENCY:** Agency for International Development (USAID).

**ACTION:** Final rule.

**SUMMARY:** This regulation prescribes the procedures and standard terms and conditions applicable to loan guarantees to be issued for the benefit of Ukraine pursuant to the Support for the Sovereignty, Integrity, Democracy, and Economic Stability of Ukraine Act of 2014.

**DATES:** Effective May 9, 2014.

**FOR FURTHER INFORMATION CONTACT:** D. Bruce McPherson, Office of General Counsel, U.S. Agency for International Development, Washington, DC 20523-

6601; tel. 202-712-1611, fax 202-216-3055.

**SUPPLEMENTARY INFORMATION:** Pursuant to the Support for the Sovereignty, Integrity, Democracy, and Economic Stability of Ukraine Act of 2014 (Pub. L. 113-95), the United States of America, acting through the U.S. Agency for International Development, may issue certain loan guarantees applicable to sums borrowed by Ukraine (the "Borrower"), not exceeding an aggregate total of U.S. \$1 billion in principal amount. Upon issuance, the loan guarantees shall ensure the Borrower's repayment of 100% of principal and interest due under such borrowings and the full faith and credit of the United States of America shall be 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 234

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

#### Authority and Issuance

Accordingly, a new part 234 is added to Title 22, Chapter II, of the Code of Federal Regulations, as follows:

#### PART 234—UKRAINE LOAN GUARANTEES ISSUED UNDER THE SUPPORT FOR THE SOVEREIGNTY, INTEGRITY, DEMOCRACY, AND ECONOMIC STABILITY OF UKRAINE ACT OF 2014, PUB. L. 113-95—STANDARD TERMS AND CONDITIONS

Sec.

234.1 Purpose.

234.2 Definitions.

234.3 The Guarantee.

234.4 Guarantee eligibility.

234.5 Non-impairment of the Guarantee.

234.6 Transferability of Guarantee; Note Register.

234.7 Fiscal Agent obligations.

234.8 Event of Default; Application for Compensation; payment.

234.9 No acceleration of Eligible Notes.

234.10 Payment to USAID of excess amounts received by a Noteholder.

234.11 Subrogation of USAID.

234.12 Prosecution of claims.

234.13 Change in agreements.

234.14 Arbitration.

234.15 Notice.

234.16 Governing Law.

Appendix A to Part 234—Application for Compensation

**Authority:** Pub. L. 113-95, 128 Stat. 1088.

#### § 234.1 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 the Support for the Sovereignty, Integrity, Democracy, and Economic Stability of Ukraine Act of 2014 (Pub. L. 113-95). The loan guarantees will be issued as provided herein pursuant to the Loan Guarantee Agreement, dated April 14, 2014, between the United States of America and Ukraine (the "Loan Guarantee Agreement"). The loan guarantee will apply to sums borrowed during a period beginning on the date that the Loan Guarantee Agreement enters into force and ending thirty days after such date, not exceeding an aggregate total of one billion United States Dollars (\$1,000,000,000) in principal amount. The loan guarantees shall ensure the Borrower's repayment of 100% of principal and interest due under such borrowings. The full faith and credit of the United States of America is pledged for the full payment and performance of such guarantee obligations.

#### § 234.2 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 § 234.8.

*Borrower* means Ukraine.

*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 § 234.15.

*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 § 234.4.

*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 and trust services in respect of the Note[s], a copy of which Fiscal