

Session of the International Maritime Organization's (IMO) Sub-Committee on Ship Design and Construction to be held at the IMO Headquarters, United Kingdom, January 20–24, 2014.

The agenda items to be considered include:

- Adoption of the agenda
- Decisions of other IMO bodies
- Development of a mandatory Code for ships operating in polar waters
- Development of provisions to ensure the integrity and uniform implementation of the 1969 TM Convention
- Development of second-generation intact stability criteria
- Review of the damage stability regulations for ro-ro passenger ships
- Revision of SOLAS chapter II–1 subdivision and damage stability regulations
- Development of guidelines on safe return to port for passenger ships
- Amendments to SOLAS regulation II–1/11 and development of associated guidelines to ensure the adequacy of testing arrangements for watertight compartments
- Development of amendments to the 2011 ESP Code
- Development of guidelines for use of Fibre Reinforced Plastic (FRP) within ship structures
- Development of amendments to SOLAS chapter II–2, the FTP Code and MSC/Circ.1120 to clarify the requirements for plastic pipes on ships
- Review of the recommendation on evacuation analysis for new and existing passenger ships
- Development of amendments to the criterion for maximum angle of heel in turns of the 2008 IS Code
- Development of amendments to part B of the 2008 IS Code on towing, lifting and anchor-handling operations
- General cargo ship safety
- Development of an interpretation of SOLAS regulation II–1/13.6 on means of escape from ro-ro cargo spaces
- Classification of offshore industry vessels and consideration of the need for a non-mandatory Code for offshore construction support vessels
- Carriage of more than 12 industrial personnel on board vessels engaged in international voyages
- Development of guidelines for wing-in-ground craft
- Consideration of IACS unified interpretations
- Biennial agenda and provisional agenda for SDC 2
- Election of Chairman and Vice-Chairman for 2015
- Any other business

—Report to the Maritime Safety Committee

Members of the public may attend this meeting up to the seating capacity of the room. To facilitate the building security process, and to request reasonable accommodation, those who plan to attend should contact the meeting coordinator, LCDR Catherine Phillips, by email at [catherine.a.phillips@uscg.mil](mailto:catherine.a.phillips@uscg.mil), by phone at (202) 372–1374, by fax at (202) 372–1925, or in writing at Commandant (CG–ENG–2), U.S. Coast Guard, 2703 Martin Luther King Jr. Ave. SE., Stop 7509, Washington, DC 20593–7509 not later than January 2, 2014, 7 days prior to the meeting. Requests made after January 2, 2014, might not be able to be accommodated. Please note that due to security considerations, two valid, government issued photo identifications must be presented to gain entrance to USCG Offices. This location is accessible by taxi, privately owned conveyance, and public transportation (located near the Ballston Metro Station). Additional information regarding this and other IMO SHC public meetings may be found at: [www.uscg.mil/imo](http://www.uscg.mil/imo).

Dated: November 14, 2013.

**Marc Zlomek,**

*Executive Secretary, Shipping Coordinating Committee, Department of State.*

[FR Doc. 2013–28231 Filed 11–22–13; 8:45 am]

**BILLING CODE 4710–09–P**

## DEPARTMENT OF STATE

### [Public Notice 8533]

#### Notice of Meeting of Advisory Committee on International Law

A meeting of the Department of State's Advisory Committee on International Law will take place on Friday, December 13, 2013, from 9:00 a.m. to approximately 2:30 p.m. at the George Washington University Law School (Frederick Lawrence Student Conference Center), 2000 H Street NW., Washington, DC. Acting Legal Adviser Mary McLeod will chair the meeting, which will be open to the public up to the capacity of the meeting room.

Members of the public who wish to attend should contact the Office of the Legal Adviser by December 9 ([lernanjb@state.gov](mailto:lernanjb@state.gov) or 202–776–8442) <mailto:KillTP@state.gov> and provide their name, professional affiliation, address, and phone number. A valid photo ID is required for admission to the meeting. Members of the public who require reasonable accommodations should make their requests by December

6. Requests received after that time will be considered but might not be possible to accommodate.

Dated: November 4, 2013.

**Jonas Lerman,**

*Attorney-Adviser, Office of the Legal Adviser, Executive Director, Advisory Committee on International Law, United States Department of State.*

[FR Doc. 2013–28232 Filed 11–22–13; 8:45 am]

**BILLING CODE 4710–08–P**

## DEPARTMENT OF TRANSPORTATION

### Federal Aviation Administration

#### Waiver of Requirement To Enter Into a Reciprocal Waiver of Claims Agreement With All Customers for Orbital Sciences Corporation

**AGENCY:** Federal Aviation Administration (FAA), DOT.

**ACTION:** Notice of waiver.

**SUMMARY:** This notice concerns a petition for waiver submitted to the Federal Aviation Administration (FAA) by Orbital Sciences Corporation (Orbital) to waive, in part, the requirement that a launch operator enter into a reciprocal waiver of claims with each customer. The FAA grants the petition on the condition that no employees of NASA-sponsored CubeSat operators will be inside a hazard area associated with the Minotaur I launch.

**FOR FURTHER INFORMATION CONTACT:** For technical questions concerning this waiver, contact Charles P. Brinkman, Licensing Program Lead, Commercial Space Transportation—Licensing and Evaluation Division, 800 Independence Avenue SW., Washington, DC 20591; telephone: (202) 267–7715; email: [Phil.Brinkman@faa.gov](mailto:Phil.Brinkman@faa.gov). For legal questions concerning this waiver, contact Sabrina Jawed, Attorney-Adviser, Space Law Branch, AGC–250, Office of the Chief Counsel, Regulations Division, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591; telephone (202) 267–8839; email: [Sabrina.Jawed@faa.gov](mailto:Sabrina.Jawed@faa.gov).

#### SUPPLEMENTARY INFORMATION:

##### Background

On November 8, 2013, Orbital submitted a petition to the FAA's Office of Commercial Space Transportation (AST) requesting a waiver under its launch license for flight of the Minotaur I launch vehicle carrying the Air Force Operationally Responsive Space Office-3 (ORS–3) payload. Orbital requested a partial waiver of 14 CFR 440.17, which requires a licensee to enter into a

reciprocal waiver of claims (a “cross-waiver”) with each of its customers.

The FAA licenses the launch of a launch vehicle and reentry of a reentry vehicle under authority granted to the Secretary of Transportation by the Commercial Space Launch Act of 1984, as amended and re-codified by 51 U.S.C. Subtitle V, chapter 509 (Chapter 509), and delegated to the FAA Administrator and the Associate Administrator for Commercial Space Transportation, who exercises licensing authority under Chapter 509.

The petition for waiver applies to Orbital’s November 2013 launch of a Minotaur I launch vehicle and its ORS–3 payload. The ORS–3 mission will demonstrate and validate launch and range improvements for NASA and the military. The ORS–3 payloads consist of a Space Test Program Satellite-3 (STPSat-3), twenty-eight other CubeSats, and two government experiments that will not separate from the upper stage of the launch vehicle. STPSat-3 is an Air Force technology demonstration mission. Nineteen of the CubeSats are U.S. Government owned, one of which is NASA’s Small Satellite Program PhoneSat 2 second generation smartphone mission. NASA is sponsoring the remaining ten CubeSats through its CubeSat Launch Initiative. NASA’s CubeSat Launch Initiative provides opportunities for small satellite payloads to fly on rockets as part of research addressing science, exploration, technology development, education or operations.<sup>1</sup> The operators of the ten NASA-sponsored CubeSats are University of Hawaii, Vermont Technical College, University of New Mexico, University of Louisiana at Lafayette, University of Florida, University of Alabama in Huntsville, Thomas Jefferson High School for Science and Technology, St. Louis University, University of Kentucky, and Drexel University. Among the NASA-sponsored CubeSats is the first CubeSat built by high school students.<sup>2</sup>

NASA obtained cross-waivers of liability with each of the above educational institutions through Cooperative Research and Development Agreements (CRADAs). These ten educational institutions are part of NASA’s Educational Launch of Nanosatellites (ELaNa) program. ELaNa

is an initiative created by NASA to attract and retain students in the science, technology, engineering and mathematics disciplines. Students participating in ELaNa are involved in developing, assembling, and testing payloads as well as working with NASA and the launch vehicle integration teams.<sup>3</sup>

Cross-waivers are not required for the nineteen U.S. Government owned CubeSats, or the two U.S. Government owned experiments that will remain attached to the upper stage. The operators of the remaining ten NASA-sponsored CubeSats qualify as customers under the FAA’s definitions. Section 440.3 defines a customer, in relevant part, as any person with rights in the payload or any part of the payload, or any person who has placed property on board the payload for launch, reentry, or payload services. A person is an individual or an entity organized or existing under the laws of a State or country. 51 U.S.C. 50901(12) (2013), 14 CFR 401.5 (2013). The subjects of this waiver are persons because University of Hawaii, Vermont Technical College, University of New Mexico, University of Louisiana at Lafayette, University of Florida, University of Alabama in Huntsville, Thomas Jefferson High School for Science and Technology, St. Louis University, University of Kentucky, and Drexel University are entities organized or existing under the laws of Hawaii, Vermont, New Mexico, Louisiana, Florida, Alabama, Virginia, Missouri, Kentucky, and Pennsylvania, respectively. Accordingly, because these persons have rights in their respective payloads due to their ownership of those objects, and because they have placed property on board, they are customers. Section 440.17 requires their signatures as customers.

In this instance, however, each of the CubeSat operators is also subject to a NASA reciprocal waiver of claims, a cross-waiver, which is governed by NASA’s regulations at 14 CFR 1266.104. Article 7 of the CRADAs between NASA and the various NASA-sponsored CubeSat operators governs liability and risk of loss and establishes a cross-waiver of liability.

Orbital’s petition for partial waiver of the FAA requirement that Orbital implement a cross-waiver with each customer applies to each of the NASA-sponsored CubeSat operators, all of whom have signed a CRADA with NASA, and who are customers of the

November 2013 launch of the Minotaur I launch vehicle carrying the ORS–3 payload.

#### Waiver Criteria

Chapter 509 allows the FAA to waive a license requirement if the waiver 1. will not jeopardize public health and safety, safety of property; 2. will not jeopardize national security and foreign policy interests of the United States; and 3. will be in the public interest. 51 U.S.C. 50905(b)(3); 14 CFR 404.5(b).

#### Waiver of FAA Requirement for Each Customer To Sign a Reciprocal Waiver of Claims

The FAA waives 14 CFR 440.17, which requires a licensee to enter into a reciprocal waiver of claims with each of its customers, with respect to the NASA-sponsored CubeSat operators, each of which has signed a CRADA with NASA, and who are customers of the November 2013 launch of the Minotaur I launch vehicle carrying the ORS–3 payload.

In 1988, as part of a comprehensive financial responsibility and risk sharing regime that protects launch participants and the U.S. Government from the risks of catastrophic loss and litigation, Congress required that all launch participants agree to waive claims against each other for their own property damage or loss, and to cover losses experienced by their own employees. 51 U.S.C. 50915(b). This part of the regime was intended to relieve launch participants of the burden of obtaining property insurance by having each party be responsible for the loss of its own property and to limit the universe of claims that might arise as a result of a launch. H. Rep. 100–639, at 11–12 (1988); S. Rep. 100–593, at 14, (1988); *Financial Responsibility Requirements for Licensed Launch Activities, Notice of Proposed Rulemaking*, 61 FR 38992, 39011 (Jul. 25, 1996). The FAA’s implementing regulations may be found at 14 CFR part 440.

In its request for a waiver, Orbital submits that the NASA CRADA reciprocal waivers of claims imposed on the NASA-sponsored CubeSat operators are equivalent to the requirements imposed on each customer under the FAA’s requirements of 14 CFR part 440. A comparison of the two regimes shows that in this particular situation the two sets of cross-waivers are sufficiently similar that the statutory goals of 51 U.S.C. 50914(b) will be met by the FAA agreeing to accept the NASA cross-waivers in this instance, provided that no employees of NASA-sponsored CubeSat operators will be inside a

<sup>1</sup> NASA’s CubeSat Launch Initiative (CSLI), [http://www.nasa.gov/directorates/heo/home/CubeSats\\_initiative.html](http://www.nasa.gov/directorates/heo/home/CubeSats_initiative.html) (last visited Nov. 13, 2013).

<sup>2</sup> Chris Chester, *Fairfax County School To Put First Student-Built Satellite in Orbit*, WAMU 88.5 News, Nov. 4, 2013, [http://wamu.org/news/13/11/01/fairfax\\_county\\_school\\_helps\\_put\\_first\\_student\\_built\\_satellite\\_in\\_orbit](http://wamu.org/news/13/11/01/fairfax_county_school_helps_put_first_student_built_satellite_in_orbit).

<sup>3</sup> NASA’s Educational Launch of Nanosatellites, [http://www.nasa.gov/mission\\_pages/smallsats/elana/](http://www.nasa.gov/mission_pages/smallsats/elana/) (last visited Nov. 13, 2013).

hazard area associated with the Minotaur I launch.

The FAA cross-waivers require the launch participants, including the U.S. Government and each customer, and their respective contractors and subcontractors, to waive and release claims against all the other parties to the waiver and agree to assume financial responsibility for property damage sustained by that party and for bodily injury or property damage sustained by the party's own employees, and to hold harmless and indemnify each other from bodily injury or property damage sustained by their respective employees resulting from the licensed activity, regardless of fault. 14 CFR 440.17(b) and (c). Each party<sup>4</sup> to the cross-waiver must indemnify the other parties from claims by the indemnifying party's contractors and subcontractors if the indemnifying party fails to properly extend the requirements of the cross-waivers to its contractors and subcontractors. 14 CFR 440.17(d).

A comparison of each element shows that, although there are some differences, because Article 7 of the NASA CRADAs addressing liability and risk of loss and signed by each of the NASA-sponsored CubeSat operators is consistent with Congressional intent and the FAA's regulations, and relevant employees will not be present at the launch site, the FAA waives the requirement of 14 CFR 440.17 that NASA-sponsored CubeSat operators must sign a cross-waiver. Additionally, the FAA notes that because the only customers for the Minotaur I November 2013 launch are the U.S. Government, for which cross-waivers are not required, and the various NASA-sponsored CubeSat operators, for which the CRADAs provide waivers of liability, the only signatories to the FAA cross-waivers as required by 14 CFR 440.17 are the FAA, on behalf of the U.S. Government, and Orbital. Therefore, Orbital does not need to amend its cross-waivers to provide that signing customers waive claims against any other customer as defined by 14 CFR 440.3, as the FAA has previously required before granting a similar waiver.<sup>5</sup>

The FAA bases this determination of sufficient similarity between the FAA and NASA cross-waiver schemes on the reasons stated in the waiver the FAA published for Space Exploration

Technologies Corporation on October 16, 2012,<sup>6</sup> and for the reasons stated above.<sup>7</sup> The FAA finds that that this waiver implicates no safety, national security or foreign policy issues. The waiver is consistent with the public interest goals of Chapter 509. Under 51 U.S.C. 50914, Congress determined that it was necessary to reduce the costs associated with insurance and litigation by requiring launch participants, including customers, to waive claims against each other. Because the CRADAs under 14 CFR part 1266 accomplish these goals by the same or similar means, the FAA finds this request in the public interest. The FAA grants the waiver with respect to the NASA-sponsored CubeSat operators in reliance on the representations Orbital made in its petition, and on the condition that no employees of NASA-sponsored CubeSat operators will be inside a hazard area associated with the Minotaur I launch.

Issued in Washington, DC, on November 15, 2013.

**Kenneth Wong,**

*Commercial Space Transportation, Licensing and Evaluation Division Manager.*

[FR Doc. 2013-28138 Filed 11-22-13; 8:45 am]

**BILLING CODE 4910-13-P**

## DEPARTMENT OF TRANSPORTATION

### Federal Highway Administration

#### Buy America Waiver Notification

**AGENCY:** Federal Highway Administration (FHWA), DOT.

**ACTION:** Notice.

**SUMMARY:** This notice provides information regarding the FHWA's finding that a Buy America waiver is appropriate for the use of non-domestic iron and steel products in CNG Compressor/Controller (1) for Kings County, CA: 2 Storage spheres for city of Exeter, CA: 1 CNG fuelling station for Newman, CA.

**DATES:** The effective date of the waiver is November 26, 2013.

**FOR FURTHER INFORMATION CONTACT:** For questions about this notice, please contact Mr. Gerald Yakowenko, FHWA Office of Program Administration, (202) 366-1562, or via email at [gerald.yakowenko@dot.gov](mailto:gerald.yakowenko@dot.gov). For legal

<sup>6</sup> Waiver of Requirement to Enter Into a Reciprocal Waiver of Claims Agreement With All Customers, Notice of Waiver, 77 FR 63221 (Oct. 16, 2012).

<sup>7</sup> The FAA also notes that although its previous waiver cited above discussed NASA's Space Act Agreements rather than CRADAs, the waiver of liability language in both types of NASA contract has the same effect and therefore the FAA applies the same reasoning.

questions, please contact Mr. Michael Harkins, FHWA Office of the Chief Counsel, (202) 366-4928, or via email at [michael.harkins@dot.gov](mailto:michael.harkins@dot.gov). Office hours for the FHWA are from 8:00 a.m. to 4:30 p.m., e.t., Monday through Friday, except Federal holidays.

#### SUPPLEMENTARY INFORMATION:

##### Electronic Access

An electronic copy of this document may be downloaded from the **Federal Register's** home page at: <http://www.archives.gov> and the Government Printing Office's database at: <http://www.access.gpo.gov/nara>.

##### Background

The FHWA's Buy America policy in 23 CFR 635.410 requires a domestic manufacturing process for any steel or iron products (including protective coatings) that are permanently incorporated in a Federal-aid construction project. The regulation also provides for a waiver of the Buy America requirements when the application would be inconsistent with the public interest or when satisfactory quality domestic steel and iron products are not sufficiently available. This notice provides information regarding the FHWA's finding that a Buy America waiver is appropriate to use non-domestic CNG Compressor/Controller (1) for Kings County, CA: 2 Storage spheres for city of Exeter CA: 1 CNG fueling station for Newman, CA.

In accordance with Division A, section 122 of the "Consolidated and Further Continuing Appropriations Act, 2012" (Pub. L. 112-55), the FHWA published a notice of intent to issue a waiver on its Web site for non-domestic iron and steel products in CNG Compressor/Controller (1) for Kings County, CA: 2 Storage spheres for city of Exeter, CA: 1 CNG fueling station for Newman, CA (<http://www.fhwa.dot.gov/construction/contracts/waivers.cfm?id=91>) on September 3, 2013. The FHWA received no comments in response to the publication. During the 15-day comment period, the FHWA conducted additional nationwide review to locate potential domestic manufacturers of the CNG Compressor/Controller (1) for Kings County, CA: 2 Storage spheres for city of Exeter, CA and 1 CNG fueling station for Newman, CA.

Based on all the information available to the agency, the FHWA concludes that there are no domestic manufacturers of the CNG Compressor/Controller (1) for Kings County, CA: 2 Storage spheres for city of Exeter, CA: 1 CNG fueling station for Newman, CA.

<sup>4</sup> Indemnification by the U.S. Government is conditioned upon the passage of legislation. 51 U.S.C. 50915; 14 CFR 440.17(d).

<sup>5</sup> See Waiver of Requirement to Enter Into a Reciprocal Waiver of Claims Agreement With All Customers for Orbital Sciences Corporation, Notice of Waiver, 78 FR 57215, 57216 (Sept. 17, 2013).