

**(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.*

[FR Doc. 2014-04282 Filed 3-12-14; 8:45 am]

**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](mailto:tsmith@cftc.gov), or Mark  
Bretschler, Attorney-Advisor, 312-596-  
0529, [mbretschler@cftc.gov](mailto: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—  
Acknowledgment 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 acknowledgment 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]

**BILLING CODE 6351-01-P**

## 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](mailto:isabel.pocurull@fda.hhs.gov).

#### SUPPLEMENTARY INFORMATION:

##### I. Background

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