

§ 229.550

22 CFR Ch. II (4–1–14 Edition)

§ 229.550 Sex as a bona fide occupational qualification.

A recipient may take action otherwise prohibited by §§ 229.500 through 229.550 provided it is shown that sex is a bona fide occupational qualification for that action, such that consideration of sex with regard to such action is essential to successful operation of the employment function concerned. A recipient shall not take action pursuant to this section that is based upon alleged comparative employment characteristics or stereotyped characterizations of one or the other sex, or upon preference based on sex of the recipient, employees, students, or other persons, but nothing contained in this section shall prevent a recipient from considering an employee's sex in relation to employment in a locker room or toilet facility used only by members of one sex.

Subpart F—Procedures

§ 229.600 Notice of covered programs.

Within 60 days of September 29, 2000, each Federal agency that awards Federal financial assistance shall publish in the FEDERAL REGISTER a notice of the programs covered by these Title IX regulations. Each such Federal agency shall periodically republish the notice of covered programs to reflect changes in covered programs. Copies of this notice also shall be made available upon request to the Federal agency's office that enforces Title IX.

§ 229.605 Enforcement procedures.

The investigative, compliance, and enforcement procedural provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) ("Title VI") are hereby adopted and applied to these Title IX regulations. These procedures may be found at 22 CFR part 209.

[65 FR 52879, Aug. 30, 2000]

PART 230—ISRAEL LOAN GUARANTEES ISSUED UNDER THE EMERGENCY WARTIME SUPPLEMENTAL APPROPRIATIONS ACT OF 2003, PUB. L. 108-11—STANDARD TERMS AND CONDITIONS

- Sec.
- 230.01 Purpose.
- 230.02 Definitions.
- 230.03 The Guarantee.
- 230.04 Guarantee eligibility.
- 230.05 Non-impairment of the Guarantee.
- 230.06 Transferability of Guarantee; Note Register.
- 230.07 Fiscal Agent obligations.
- 230.08 Event of Default; Application for Compensation; payment.
- 230.09 No acceleration of Eligible Notes.
- 230.10 Payment to USAID of excess amounts received by a Noteholder.
- 230.11 Subrogation of USAID.
- 230.12 Prosecution of claims.
- 230.13 Change in agreements.
- 230.14 Arbitration.
- 230.15 Notice.
- 230.16 Governing law.

APPENDIX A TO PART 230—APPLICATION FOR COMPENSATION

AUTHORITY: Emergency Wartime Supplemental Appropriations Act, 2003, Pub. L. 108-11, as amended by Section 534(p) of the Foreign Operations, Export Financing and Related Programs Appropriations Act, 2005; Division D of the Consolidated Appropriations Act, 2005, Pub. L. 108-447; Section 13(b) of the Department of State Authorities Act, 2006, Pub. L. 109-472; and Section 5(b) of the United States-Israel Enhanced Security Cooperation Act of 2012, Pub. L. 112-150.

SOURCE: 78 FR 66842, Nov. 7, 2013, unless otherwise noted.

§ 230.01 Purpose.

The purpose of this regulation is to prescribe the procedures and standard terms and conditions applicable to loan guarantees issued for the benefit of the Government of Israel on behalf of the State of Israel ("Borrower"), pursuant to the Emergency Wartime Supplemental Appropriations Act of 2003, Public Law 108-11, as amended by Section 534(p) of the Foreign Operations, Export Financing and Related Programs Appropriations Act, 2005; Division D of the Consolidated Appropriations Act, 2005, Public Law 108-447; Section 13(b) of the Department of State Authorities Act, 2006, Public Law 109-472; and Section 5(b) of the United

Agency for International Development

§ 230.02

States-Israel Enhanced Security Cooperation Act of 2012, Public Law 112-150. The loan guarantees will apply to sums borrowed from time to time between March 1, 2003 and September 30, 2016, not exceeding an aggregate total of nine billion United States Dollars (\$9,000,000,000) in principal amount. 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. The loan guarantees will be issued pursuant to an Amended and Restated Loan Guarantee Commitment Agreement between the Borrower and the United States Government dated October 24, 2012.

§ 230.02 Definitions.

Wherever used in these standard terms and conditions:

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 § 230.08 of this part.

Borrower means the Government of Israel, on behalf of the State of Israel.

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 § 230.15 of this part.

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 § 230.04 hereof.

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 230 and the Emergency Wartime Supplemental Appropriations Act of 2003, Public Law 108-11, as amended by Section 534(p) of the Foreign Operations, Export Financing and Related Programs Appropriations Act, 2005; Division D of the Consolidated Appropriations Act, 2005, Public Law 108-447; Section 13(b) of the Department of State Authorities Act, 2006, Public Law 109-472; and Section 5(b) of the United States-Israel Enhanced Security Cooperation Act of 2012, Public Law 112-150.

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 respecting any Eligible Note means 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