

agreement to which the Library of Congress is a party, other than license agreements for the license of computer software to the Library of Congress, with the same force and effect as if set forth therein, notwithstanding any provision thereof to the contrary. If any term of a license agreement (at the time the license agreement is executed or as it may be amended in the future) conflicts with or imposes any additional obligations on the Library of Congress with respect to a matter addressed by any of the clauses that are deemed to have been inserted into the license agreement as described above, the following shall apply:

(i) Such term is unenforceable against the Library of Congress unless otherwise expressly authorized by Federal law and specifically authorized under applicable Library of Congress regulations and procedures;

(ii) Neither the Library of Congress nor its employees shall be deemed to have agreed to such term by virtue of the term appearing in any license agreement;

(iii) Such term is stricken from the license agreement; and

(iv) The terms of the clauses of this section incorporated in the license agreement shall control.

(2) The Library of Congress is not bound by a license agreement unless it is entered into on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

(3) The Library of Congress is bound only by terms that are in writing and included in license agreements (including hard copy and electronic license agreements) entered into on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

(4) If any provisions are invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), such provisions do not bind the Library of Congress or any Library of Congress authorized end user to such provisions, unless agreed to on behalf of the Library of Congress by a person having the authority to contract referred to in § 701.4.

(d) *Provisions applicable to all license agreements.* The following clauses are deemed to be inserted into each license agreement to which the Library of Congress is a party:

#### Unauthorized Obligations

The Library of Congress shall not be bound by any provision that may or will cause the Library of Congress or its employees to make or authorize an expenditure from, or create

or authorize an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund, that would create an Anti-Deficiency Act (31 U.S.C. 1341) violation. Such provisions include, for example, automatic renewal of the agreement, penalty payments by the Library of Congress, indemnification by the Library of Congress, and payment by the Library of Congress of taxes or surcharges not specifically included in the price for the license.

#### Liability

The liability of the Library of Congress and its obligations resulting from any breach of this agreement, or any claim arising from this agreement, shall be determined exclusively under 28 U.S.C. 1346, 28 U.S.C. 1491, or other governing Federal authority.

#### Representation

The conduct of, and representation of the Library of Congress in, any litigation in which the Library of Congress is a party, or is interested, are reserved exclusively to the United States Department of Justice as provided for in 28 U.S.C. 516.

#### Governing Law

This agreement shall be governed for all purposes by and construed in accordance with the Federal laws of the United States of America.

#### Venue

Venue for any claim under this agreement shall lie exclusively in the Federal courts of the United States, as provided in 28 U.S.C. 1346 and 28 U.S.C. 1491. Any action commenced in a State court that is against or directed to the Library of Congress may be removed by the United States Government to Federal district court in accordance with 28 U.S.C. 1442.

#### Dispute Resolution

The Library of Congress does not agree to submit to any form of binding alternative dispute resolution, including, without limitation, arbitration.

#### Order of Precedence

Notwithstanding any provision of this agreement (including any addendum, schedule, appendix, exhibit, or other attachment to or order issued under this agreement), in the event of any conflict between the provisions of this agreement and the provisions of the clauses incorporated into this agreement pursuant to 36 CFR 701.7, the provisions of the clauses incorporated pursuant to 36 CFR 701.7 shall control.

#### Commercial Computer Software

As used in this clause, “commercial computer software” has the meaning provided in 48 CFR 2.101.

The provisions of the clause regarding the license of commercial computer software set forth in 48 CFR 52.227–19 are incorporated into this agreement with the same force and effect as if set forth herein, with all necessary changes deemed to have been made, such as replacing references to the Government with references to the Library of Congress.

(e) *Additional provisions applicable to license agreements other than for license of computer software.* In addition to the clauses deemed to be incorporated into license agreements pursuant to paragraph (d) of this section, the following clauses are deemed to be inserted into each license agreement to which the Library of Congress is a party, other than for the license of computer software to the Library of Congress:

#### Unauthorized Uses

The Library of Congress shall not be liable for any unauthorized uses of materials licensed by the Library of Congress under this agreement by Library of Congress patrons or by unauthorized users of such materials, and any such unauthorized use shall not be deemed a material breach of this agreement.

#### Rights Under Copyright Law

The Library of Congress does not agree to any limitations on its rights (e.g., fair use, reproduction, interlibrary loan, and archiving) under the copyright laws of the United States (17 U.S.C. 101 *et seq.*), and related intellectual property rights under foreign law, international law, treaties, conventions, and other international agreements.

Dated: June 20, 2017.

Approved by:

**Carla D. Hayden,**

*Librarian of Congress.*

[FR Doc. 2017–13342 Filed 6–26–17; 8:45 am]

**BILLING CODE 1410–10–P**

## POSTAL SERVICE

### 39 CFR Part 20

#### International Mail Manual; Incorporation by Reference

**AGENCY:** Postal Service™.

**ACTION:** Final rule.

**SUMMARY:** The Postal Service announces the issuance of the *Mailing Standards of the United States Postal Service, International Mail Manual* (IMM®) dated January 22, 2017, and its incorporation by reference in the Code of Federal Regulations.

**DATES:** This final rule is effective on June 27, 2017. The incorporation by reference of the IMM is approved by the Director of the Federal Register as of June 27, 2017.

**FOR FURTHER INFORMATION CONTACT:** Lizbeth Dobbins, (202) 268–3789.

**SUPPLEMENTARY INFORMATION:** The *International Mail Manual* was issued on January 22, 2017, and was updated with *Postal Bulletin* revisions through January 5, 2017. It replaced all previous editions. The IMM continues to enable

the Postal Service to fulfill its long-standing mission of providing affordable, universal mail service. It continues to: (1) Increase the user's ability to find information; (2) increase the user's confidence that they have found the information they need; and (3) reduce the need to consult multiple sources to locate necessary information. The provisions throughout this issue support the standards and mail preparation changes implemented since the version of July 11, 2016. The *International Mail Manual* is available to the public on the Postal Explorer® Internet site at <http://pe.usps.com>.

#### List of Subjects in 39 CFR Part 20

Foreign relations; Incorporation by reference.

In view of the considerations discussed above, the Postal Service hereby amends 39 CFR part 20 as follows:

#### PART 20—INTERNATIONAL POSTAL SERVICE

■ 1. The authority citation for part 20 continues to read as follows:

**Authority:** 5 U.S.C. 552(a); 13 U.S.C. 301–307; 18 U.S.C. 1692–1737; 39 U.S.C. 101, 401, 403, 404, 407, 414, 416, 3001–3011, 3201–3219, 3403–3406, 3621, 3622, 3626, 3632, 3633, and 5001.

■ 2. Amend § 20.1 by revising paragraph (a), adding a heading to the table in paragraph (b), and adding an entry at the end of the table to read as follows:

##### § 20.1 International Mail Manual; incorporation by reference.

(a) Section 552(a) of title 5, U.S.C., relating to the public information requirements of the Administrative Procedure Act, provides in pertinent part that matter reasonably available to the class of persons affected thereby is deemed published in the **Federal Register** when incorporated by reference therein with the approval of the Director of the Federal Register. In conformity with that provision and 39 U.S.C. 410(b)(1), and as provided in this part, the Postal Service hereby incorporates by reference its *International Mail Manual* (IMM), issued January 22, 2017. The Director of the Federal Register approves this incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51.

(b) \* \* \*

TABLE 1 TO PARAGRAPH (b)

International mail manual	Date of issuance
* * * *	
IMM .....	January 22, 2017.

■ 3. Revise § 20.2 to read as follows:

##### § 20.2 Effective date of the International Mail Manual.

The provisions of the *International Mail Manual* issued January 22, 2017, are applicable with respect to the international mail services of the Postal Service.

Stanley F. Mires,

Attorney, Federal Compliance.

[FR Doc. 2017–13356 Filed 6–26–17; 8:45 am]

BILLING CODE 7710–12–P

#### ENVIRONMENTAL PROTECTION AGENCY

##### 40 CFR Part 52

[EPA–R01–OAR–2014–0604; FRL–9963–88–Region 1]

##### Air Plan Approval; VT; Infrastructure State Implementation Plan Requirements

**AGENCY:** Environmental Protection Agency.

**ACTION:** Final rule.

**SUMMARY:** The Environmental Protection Agency (EPA) is approving elements of State Implementation Plan (SIP) submissions from Vermont regarding the infrastructure requirements of the Clean Air Act (CAA or Act) for the 1997 fine particle matter (PM<sub>2.5</sub>), 1997 ozone, 2006 PM<sub>2.5</sub>, 2008 lead (Pb), 2008 ozone, 2010 nitrogen dioxide (NO<sub>2</sub>), and 2010 sulfur dioxide (SO<sub>2</sub>) National Ambient Air Quality Standards (NAAQS). We also are approving two statutes and one Executive Order submitted by Vermont in support of its demonstration that the infrastructure requirements of the CAA have been met. In addition, we are conditionally approving certain elements of Vermont's submittals relating to prevention of significant deterioration (PSD) requirements. Last, we are updating the priority classification for two of Vermont's air quality control regions for SO<sub>2</sub> based on recent air quality monitoring data collected by the state, which means that a contingency plan for SO<sub>2</sub> is not required. The infrastructure requirements are designed to ensure that the structural components of each state's air quality management program

are adequate to meet the state's responsibilities under the CAA. This action is being taken in accordance with the CAA.

**DATES:** This rule is effective on July 27, 2017.

**ADDRESSES:** EPA has established a docket for this action under Docket Identification No. EPA–R01–OAR–2014–0604. All documents in the docket are listed on the <http://www.regulations.gov> Web site. Although listed in the index, some information is not publicly available, *i.e.*, CBI or other information whose disclosure is restricted by statute. Certain other material, such as copyrighted material, is not placed on the Internet and will be publicly available only in hard copy form. Publicly available docket materials are available at <http://www.regulations.gov> or at the U.S. Environmental Protection Agency, EPA New England Regional Office, Office of Ecosystem Protection, Air Quality Planning Unit, 5 Post Office Square—Suite 100, Boston, MA. EPA requests that if at all possible, you contact the contact listed in the **FOR FURTHER INFORMATION CONTACT** section to schedule your inspection. The Regional Office's official hours of business are Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding legal holidays.

**FOR FURTHER INFORMATION CONTACT:** Alison C. Simcox, Air Quality Planning Unit, Air Programs Branch (Mail Code OEP05–02), U.S. Environmental Protection Agency, Region 1, 5 Post Office Square, Suite 100, Boston, Massachusetts 02109–3912; (617) 918–1684; [simcox.alison@epa.gov](mailto:simcox.alison@epa.gov).

**SUPPLEMENTARY INFORMATION:** Throughout this document whenever “we,” “us,” or “our” is used, we mean EPA.

Organization of this document. The following outline is provided to aid in locating information in this preamble.

- I. Background and Purpose
- II. Final Action
- III. Incorporation by Reference
- IV. Statutory and Executive Order Reviews

#### I. Background and Purpose

On March 30, 2017 (82 FR 15671), EPA published a Notice of Proposed Rulemaking (NPR) for the State of Vermont. The NPR proposed approval of infrastructure SIP submissions from the Vermont Department of Environmental Conservation (VT DEC) for the 1997 PM<sub>2.5</sub>,<sup>1</sup> 1997 ozone, 2006

<sup>1</sup> PM<sub>2.5</sub> refers to particulate matter of 2.5 microns or less in diameter, often referred to as “fine” particles.