

customer before contract award (see 225.7308(a)).

(2) For FMS to countries not listed in paragraph (b)(1) of this subsection, no payment of contingent fees in excess of \$50,000 per FMS case shall be made under a U.S. Government contract, unless payment has been identified and approved in writing by the foreign customer before contract award.

PART 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

3. Section 252.225–7027 is revised to read as follows:

252.225–7027 Restriction on Contingent Fees for Foreign Military Sales.

As prescribed in 225.7308(a), use the following clause. Insert in paragraph (b)(1) of the clause the name(s) of any foreign country customer(s) listed in 225.7303–4(b).

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided that the fees are paid to a bona fide employee or to established commercial selling agencies maintained by the Contractor for the purpose of securing business.

(b) For Foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable costs under the contract:

- (1) For sales to the Government(s) of _____, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph(b)(1) of this clause, contingent fees in excess of \$50,000 per foreign military sale case.

(End of clause)

[FR Doc. 97–14624 Filed 6–4–97; 8:45 am]

BILLING CODE 5000–04–M

DEPARTMENT OF DEFENSE

48 CFR Parts 245 and 252

[DFARS Case 92–D024]

Defense Federal Acquisition Regulation Supplement; Demilitarization

AGENCY: Department of Defense (DoD).

ACTION: Proposed rule with request for comments.

SUMMARY: The Director of Defense Procurement is proposing to amend the Defense Federal Acquisition Regulation Supplement (DFARS) to address control of Munitions List items and Strategic List items and demilitarization of excess property under Government contracts.

DATES: Comments on the proposed rule should be submitted in writing to the address shown below on or before August 4, 1997 to be considered in the formulation of a final rule.

ADDRESSES: Interested parties should submit written comments to: Defense Acquisition Regulations Council, Attn: Mr. Rick Layser, PDUSD(A&T)DP(DAR), IMD 3D139, 3062 Defense Pentagon, Washington, DC 20301–3062. Telefax number (703) 602–0350. Please cite DFARS Case 92–D024 in all correspondence related to this issue.

FOR FURTHER INFORMATION CONTACT: Rick Layser, (703) 602–0131.

SUPPLEMENTARY INFORMATION:

A. Background

A proposed rule was published in the **Federal Register** on March 16, 1994 (59 FR 12223). The rule proposed amendments to the DFARS to improve control of Munitions List and Strategic List items and demilitarization of excess contractor inventory. After evaluation of public comments, a second proposed rule was published in the **Federal Register** on March 23, 1995 (60 FR 15276). As a result of public comments received on the second proposed rule, additional changes have been made, including amendment of the clause at 252.245–7XXX to—

(1) State that any adjustment in contract price incident to the contracting officer's direction to demilitarize excess Government property shall be made in accordance with the Changes clause of the contract;

(2) Specify the terms and conditions that the contractor must include in any agreement for sale of items requiring demilitarization or trade security controls; and

(3) Eliminate the requirement for inclusion of demilitarization codes on transfer documents when contractor-acquired property is transferred to a follow-on contract.

B. Regulatory Flexibility Act

The proposed rule is not expected to have a significant economic impact on a substantial number of small entities within the meaning of the Regulatory Flexibility Act, 5 U.S.C. 601, *et seq.*, because the vast majority of property requiring demilitarization or trade security controls is in the custody of contractors that are large business concerns. Additionally, contractor expenses incident to demilitarization are reimbursable contract costs. An initial regulatory flexibility analysis has therefore not been performed. Comments are invited from small businesses and other interested parties.

Comments from small entities concerning the affected DFARS subparts also will be considered in accordance with 5 U.S.C. 610. Such comments should be submitted separately and should cite DFARS Case 92–D024 in correspondence.

C. Paperwork Reduction Act

The information collection requirements in this proposed rule have been approved by the Office of Management and Budget under Clearance Number 0704–0363 through June 30, 1998.

List of Subjects in 48 CFR Parts 245 and 252

Government procurement.

Michele P. Peterson,

Executive Editor, Defense Acquisition Regulations Council.

Therefore it is proposed that 48 CFR Parts 245 and 252 be amended as following:

1. The authority citation for 48 CFR Parts 245 and 252 continues to read as follows:

Authority: 41 U.S.C. 421 and 48 CFR Chapter 1.

PART 245—GOVERNMENT PROPERTY

245.601 [Amended]

2. Section 245.601 is amended by removing paragraph (2), and by redesignating paragraphs (3) and (4) as paragraphs (2) and (3), respectively.

3. Section 245.604 is revised to read as follows:

245.604 Restrictions on purchase or retention of contractor inventory.

(1) Contractors authorized to sell contractor inventory (see FAR 45.601) may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard; or

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; and

(iii) Has any functional or supervisory responsibilities for or within the Defense Reutilization and Marketing Program, or for the disposal of contractor inventory.

(2) (i) A contractor's authority to approve a subcontractor's sale, purchase, or retention at less than cost, and the subcontractor's authority to sell, purchase, or retain at less than cost if approved by a higher-tier contractor, does not include authority to approve—

(A) a sale by a subcontractor to the next higher-tier contractor or to an affiliate of such contractor or of the subcontractor; or

(B) A sale, purchase, or retention at less than cost, by a subcontractor affiliated with the next higher-tier contractor.

(ii) The written approval of the plant clearance officer is required for each excluded sale, purchase, or retention at less than cost.

(3) *Classified inventory.* Classified contractor inventory shall be disposed of in accordance with applicable security regulations or as directed by the contracting officer.

(4) *Dangerous inventory.* Contractor inventory dangerous to public health or safety shall not be donated or otherwise disposed of unless rendered innocuous or until adequate safeguards have been provided.

4. Section 245.604-70 is added to read as follows:

§ 245.604-70 Demilitarization and trade security controls.

(a) *Definitions.* "Munitions List item," "Strategic List item," and "trade security controls" are defined in the clause at 252.245-7XXX, Demilitarization and Trade Security Controls.

(b) *General.* Demilitarization requires total or key point destruction of property to preclude further use for its originally intended military or lethal purpose (see DoD 4160.21-M-1, Defense Demilitarization Manual).

(c) *Procedures—(1) Solicitations and contracts.* When Government-furnished property will be furnished to the contractor, the contracting officer shall include in the solicitation and contract a demilitarization code, provided by the inventory/technical manager, for each property item.

(2) *Inventory schedules.* (i) For Government-furnished property, the contractor is required to enter demilitarization codes in the item description on inventory schedules that report excess Government property requiring demilitarization and/or trade security controls.

(ii) For other excess Government property, the contractor is required to assign and enter appropriate demilitarization codes (see DoD 4160.21-M-1, Defense Demilitarization Manual, Appendix 3) in the item description of inventory schedules that report excess Government property requiring demilitarization and/or trade security controls.

(3) The plant clearance officer is responsible for monitoring contractor inclusion of appropriate demilitarization codes for items requiring demilitarization and/or trade security controls on inventory schedules that report excess Government property.

(4) When excess Government property is to be demilitarized as a condition of sale, plant clearance officers shall ensure that the agreement between the contractor and the purchaser contains specific guidance to the purchaser on how the property is to be demilitarized, including (when applicable) the identification of specific equipment that must be furnished/used by the purchaser to perform the demilitarization. Upon the sale of items that are subject to trade security controls, plant clearance officers, shall, prior to approving the contractor's release of the Munitions List items or Strategic List items to the purchaser, conduct a preaward check in accordance with Defense Logistics Agency Regulation (DLAR) 2030.1, Trade Security Control Procedures Applicable to Department of Defense Surplus Property and Foreign Excess Personal Property. Additionally, prior to release of such items to a purchaser, the plant clearance officer shall ensure that all documentation required by DLAR 2030.1 and the sales terms and conditions identified in the clause at 252.245-7XXX are forwarded to the Defense Logistics Agency Trade Security Control Resident Office—Memphis, Bldg. 210, Bay 5, 2163 Airways Blvd., Memphis, TN 38114, for follow-up checks/consent.

(d) *Contract clause.* Use the clause at 252.245-7XXX, Demilitarization and Trade Security Controls, in solicitations and contracts when Government property will be furnished to the contractor, or when the contractor will acquire or fabricate property that might become Government property under the contract.

245.7310-1 [Removed and reserved]

5. Section 245.7310-1 is removed and reserved.

6. Section 252.245-7XXX is added to read as follows:

252.245-7XXX Demilitarization and Trade Security Controls.

As prescribed in 245.604-70(d), use the following clause:

DEMILITARIZATION AND TRADE SECURITY CONTROLS (DATE)

(a) *Definitions.* As used in this clause:

(1) *Munitions List item* means any item contained in the United States Munitions List (22 CFR part 121).

(2) *Strategic List item* means any commodity, software and/or technology the Department of Commerce, Bureau of Export Administration, has determined requires licensing prior to export from the United States. Strategic List items are listed in 15 CFR part 774, Supplement 1, Commerce Control List, and Supplement 2, General Technology and Software Notes.

(3) *Trade security controls* means control procedures designed to preclude the sale or shipment of Munitions List or Strategic List property to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected property as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

(b) *Inventory schedules.* (1) For items that were furnished to the Contractor by the Government, the Contractor shall enter demilitarization codes (see DoD 4160.21-M-1, Defense Demilitarization Manual, Appendix 3) in the item description on inventory schedules that report excess Government property requiring demilitarization and/or trade security controls.

(2) For other excess Government property, the Contractor shall assign and enter demilitarization codes (see DoD 4160.21-M-1, Defense Demilitarization Manual, Appendix 3) in the item description on inventory schedules that report excess Government property requiring demilitarization and/or trade security controls.

(c) *Demilitarization.* (1) Demilitarization requires total or key point destruction of property to preclude further use for its originally intended military or lethal purpose (see DoD 4160.21-M-1, Appendix 2). When directed by the Contracting Officer, the Contractor shall demilitarize excess Government property. Any adjustment in contract price incident to such direction shall be made in accordance with the procedures of the Changes clause of the contract.

(2) Trade security controls required by the Arms Export Control Act and 22 CFR parts 120-130, the International Traffic in Arms Regulations; the Export Administration Act of 1979 and 15 CFR parts 700-774, the Export Administration Regulations; and Defense Logistics Agency Regulation (DLAR) 2030.1, Trade Security Control Procedures Applicable to Department of Defense Surplus Property and Foreign Excess Personal Property, apply to all Munitions List items and Strategic List items the Contractor is authorized to sell.

(3) The Contractor, when authorized to sell excess Government property requiring demilitarization, is responsible for ensuring that demilitarization is accomplished properly.

(d) *Required terms and conditions for sales.* (1) If the Contractor is authorized to offer for sale excess Government property that requires demilitarization by the Purchaser, then the Contractor shall include in the agreement between the Contractor and the Purchaser the following terms and conditions. The Contractor also shall include these terms and conditions in any solicitations for excess Government property requiring demilitarization or trade security controls.

(i) DEMILITARIZATION.

Item(s) _____ require demilitarization by the Purchaser in a manner and to the degree set forth in the Defense Demilitarization Manual, DoD 4160.21-M-1, Appendix 4, and in accordance with any contract requirement. Title shall not pass to

the Purchaser until the Seller or a representative has verified that the Purchaser has demilitarized the property properly.

(ii) **FAILURE TO DEMILITARIZE.**

If, for any reason, the Purchaser fails to accomplish the required demilitarization, the Seller reserves the right to demand return of the property, or repossess the property, for purposes of completing the required demilitarization.

(2) If authorized to offer Munitions List items or Strategic List items for sale, the Contractor shall include in the agreement between the Seller and the Purchaser the following terms and conditions and will provide the documentation required by DLAR 2030.1:

(i) **MUNITIONS LIST ITEMS.**

(A) Except as permitted by this clause, none of the Munitions List items identified in this agreement between the Seller and the Purchaser will be directly or indirectly used or disposed of for military use or exported without a full disclosure of the origin of the property (by reference to this agreement) to the appropriate export licensing department or agency.

(B) Notwithstanding the provisions of paragraph (2)(i)(A) of this agreement, Munitions List items that do not require demilitarization may be sold for military or other use to the United States Government, its designees, and to foreign governments or international organizations, subject to the issuance of an export license by the United States Department of State under the International Traffic In Arms Regulations (see 22 CFR subchapter M, part 121. *et seq.*).

(ii) **STRATEGIC LIST ITEMS.**

(A) None of the Strategic List items identified in this agreement between the Seller and the Purchaser will be directly or indirectly used or disposed of for military use.

(B) Property purchase in the United States, Puerto Rico, American Samoa, Guam, the Trust Territories of the Pacific Islands, or the U.S. Virgin Islands may not be exported without a full disclosure of the origin of the property, by reference to this agreement between the Seller and the Purchaser, being made to: Office of Export Administration, P.O. Box 273, Washington, DC 20044.

(C) It is understood that the Office of Export Administration may require the Purchaser to mutilate the property to the extent necessary to preclude its use for its originally intended purpose, and/or require the Purchaser to have or obtain an export license before the property may be exported outside of the United States, Puerto Rico, American Samoa, Guam, the Trust Territories of the Pacific Islands, or the U.S. Virgin Islands.

(iii) **DISPOSITIONS AND USE OF PROPERTY.**

(A) The Purchaser agrees to submit documentation regarding disposition and use of property in the form prescribed in DLAR 2030.1, Enclosure 1.

(B) The ultimate destination, use, and disposition of the property shall be in accordance with the documentation submitted to the Seller.

(C) Any changes in the specified destination, use, or disposition of the property prior to the release to the Purchaser, will require the written approval of the Seller

in coordination with the plant clearance officer.

(D) Any changes in the specified destination, use, or disposition of the property after release to the Purchaser, will require the prior written consent of the Trade Security Control Resident Office identified as follows:

(1) For all sales of property in the Continental United States, Hawaii, and all Pacific, Far East, Southeast Asian, South American, and Caribbean locations, the Purchaser shall forward the changes to: DLA Trade Security Control Resident Office—Memphis, Bldg. 210, Bay 5, 2163 Airways Blvd, Memphis, TN 38114.

(2) For all sales of property in all European, Middle Eastern, and African countries, the Purchaser shall forward the changes to: DCIA—E, Trade Security Control Resident Office, CMR—443, Box 131, APO AE 09096.

(E) The Purchaser further agrees to notify in writing any and all subsequent purchasers or receivers of this property of the provisions of the sales agreement including: the authorized destination; the requirement for consent by the Trade Security Control Resident Office of any change of such destination prior to exportation thereto; the specific United States restrictions on exports and re-exports directly and indirectly to denied areas or other prohibited destinations that may have been specified in this contract; the documentation (e.g., Import Certificate/Delivery Verification (IC/DV) documents, lading certificates, answers to follow-up requests) that may be required; and United States sanctions against violators. Subsequent purchasers and receivers also must agree to make similar notification to purchasers and receivers from them. Any unauthorized disposition of the property by a subsequent purchaser or subsequent receiver of the property shall be the responsibility of such purchaser or receiver and, where at fault, of the original buyer.

(F) When property purchased under this agreement between the Seller and the Purchaser is intended for more than one destination and/or consignee, the Purchaser agrees to submit a listing of those items specifying quantities intended for each destination and consignee. The Purchaser further agrees to furnish the listing referred to in this paragraph with each request for approval of a change in destination.

(G) Whenever requested by the Trade Security Control Resident Office to furnish information regarding the actual disposition of the property, the Purchaser agrees to furnish the requested information within 30 calendar days after the date of the request.

(H) On those items requiring resale consent, the Purchaser agrees to maintain detailed records of their disposition and to provide such records to the Trade Security Control Resident Office whenever requested to do so.

(I) The trade control actions required by paragraphs (1) through (4) of these terms and conditions apply to all items included in the original sale. Resale breakdowns of such sales will be subject to the same control requirements applicable to the original sale.

(iv) **EXPORT OF PROPERTY FROM THE UNITED STATES.**

The property sold under this agreement between the Seller and the Purchaser may or

may not be authorized for export from the United States. It is the sole responsibility of the Purchaser to obtain any necessary export clearances or approvals from the United States Department of State and/or Department of Commerce for any property purchased under this agreement between the Seller and the Purchaser that is subject to export control.

(v) **MUNITIONS LIST AND STRATEGIC LIST ITEMS.**

The use, disposition, export and re-export of this property is subject to all applicable United States Laws and Regulations. This includes, but is not limited to, the Export Administration Act of 1979 (50 U.S.C., Appx. 2401, *et seq.*), the Arms Export Control Act (22 U.S.C. 2751, *et seq.*), the International Traffic in Arms Regulation (22 CFR part 121), and the Export Administration Regulation (15 CFR subchapter C).

(vi) **DENIED AREAS.**

The Purchaser understands and agrees that the ultimate destination of the property purchased under this agreement between the Seller and the Purchaser shall not be—

(A) A denied area or prohibited area or prohibited destination identified in 22 CFR parts 120–130, the International Traffic in Arms Regulations; 15 CFR parts 700–774, Export Administration Regulations; 31 CFR parts 500–585, Foreign Assets Control Regulation; and Defense Security Assistance Agency, Security Assistance Management Manual, DoD 5105.38–M; or

(B) Any other prohibited destination that may be specified in this agreement between the Seller and the Purchaser.

(3) The Contractor also shall include the following terms and conditions in the agreement between the Seller and the Purchaser for the sale of any property located outside of the United States, American Samoa, Guam, Puerto Rico, the Trust Territories of the Pacific Islands, and the U.S. Virgin Islands:

(i) **COMPLIANCE WITH LAWS, RESTRICTIONS, AND REGULATIONS.**

The Purchaser is responsible for compliance with all applicable foreign laws and regulations that may apply to this transaction and shall pay all custom duties, taxes, and similar charges that may be levied by respective governments against a purchaser of United States Government property. The United States Government shall not be liable for taxes, duties, or other assessments imposed by any government as a result of this transaction or imposed on any property transferred under this contract.

(ii) **IMPORT CERTIFICATE AND DELIVERY VERIFICATION.**

(A) Prior to removal of the property the Purchaser agrees to submit an Import Certificate, issued by the government of the country into which the property or any part of the property is to be imported, to the Seller who in turn will forward it, via the plant clearance officer, to the Trade Security Control Resident Office (as identified in the terms and conditions of this sale, disposition, and use of property) for consent. A triangular Import Certificate (stamped with a triangular symbol) to indicate that the importer is

uncertain about the ultimate destination of the property will not be accepted.

(B) Prior to release of the property for import into a country that does not issue an Import Certificate or Delivery Verification, the Purchaser agrees to submit a notification of consignee to the Seller who in turn will forward it, via the plant clearance officer, to the Trade Security Resident Office for approval of the destination and consignee.

(C) Within 60 calendar days after release of the property, the Purchaser agrees to submit to the Trade Security Control Resident Office a Delivery Verification issued by the government that issued the Import Certificate.

(D) Within 90 calendar days after release of the property for import into a country that does not issue an Import Certificate or Delivery Verification, the Purchaser agrees to submit to the Trade Security Control Resident Office evidence of the arrival of the property at the approved destination and delivery to the approved consignee. Such evidence may consist of a receipted copy of the bill of lading, a Landing Certificate issued by the country of import, or other valid documentary evidence identifying the final destination and consignee.

(E) Failure of the Purchaser or any subsequent purchaser to submit a required Delivery Verification or other documentary evidence of the arrival and delivery may be cause for administrative action to be taken against the Purchaser or subsequent purchaser which could result in the denial of future contracts with the United States Government.

(e) *Subcontracts.* The Contractor shall include this clause in all contracts with its subcontractors or suppliers at any tier, except contracts for commercial items, when Government property will be furnished to the subcontractor, or when the subcontractor will acquire or fabricate property that might become Government property under the subcontract. The clause shall not be modified other than to identify the contracting parties.
(End of clause)

[FR Doc. 97-14625 Filed 6-4-97; 8:45 am]

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DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Parts 600 and 648

[I.D. 052797F]

Magnuson-Stevens Act Provisions; General Provisions for Domestic Fisheries; Applications for Experimental Fishing Permits (EFPs)

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

ACTION: Notification of experimental fishery proposals; request for comments.

SUMMARY: NMFS issues this notice to announce that the Regional Administrator, Northeast Region, NMFS (Regional Administrator), is considering approval of two experimental fishing proposals that would permit vessels to conduct operations otherwise restricted by regulations governing the fisheries of the Northeastern United States. The experimental fisheries would involve a longline fishery for white hake (*Urophycis tenuis*) in deep water and an Atlantic halibut (*Hippoglossus hippoglossus*) longline fishery in northern Gulf of Maine waters. Provisions under the Magnuson-Stevens Fishery Conservation and Management Act require publication of this notice to provide interested parties the opportunity to comment on the proposed experimental fisheries.

DATES: Comments on this notice must be received by June 20, 1997.

ADDRESSES: Comments should be sent to Andrew A. Rosenberg, Ph.D., Regional Administrator, Northeast Regional Office, 1 Blackburn Drive, Gloucester, MA 01930. Mark the outside of the envelope "Comments on Proposed Longline Experimental Fisheries."

FOR FURTHER INFORMATION CONTACT: Dana Hartley, Fishery Management Specialist, 508-281-9226.

SUPPLEMENTARY INFORMATION: A request for an exemption to fish for white hake using longline gear in three designated deepwater areas of the northwestern Atlantic was submitted by Ms. Barbara Stevenson. An experimental fishery permit would authorize vessels to evaluate area, gear, and season to determine bycatch of regulated multispecies. A request for an exemption for a longline halibut fishery in the Gulf of Maine that would allow NMFS to investigate area and gear, and to collect basic biological information about halibut in this area was submitted by Mr. Steve Rosen. These fisheries were initially requested by industry members seeking an exemption from the days-at-sea restrictions of the Northeast Multispecies Fishery Management Plan. Such exemptions may be authorized by the Regional Administrator on a long-term basis if sufficient data exist to show that a fishery would have a bycatch rate of less than 5 percent of regulated multispecies. The Regional Administrator has concluded that the existing bycatch data on these two fisheries is insufficient and seeks comment on his proposal to authorize them as experimental fisheries to investigate operational controls that may allow these fisheries to become exempted in the future. Therefore, comments are requested on these

proposals as experimental fishery projects. Both proposed experimental fisheries would be of limited duration. The hake fishery would not exceed 1 year and the halibut fishery would operate for 6 months. After 1 year, both fisheries will be reviewed by the New England Fishery Management Council to determine whether or not they would be appropriate for exempted fisheries. The white hake project would not allow for the landing of any regulated multispecies other than white hake, whereas the halibut project would not allow the landing of any regulated multispecies.

Authority: 16 U.S.C. 1801 *et seq.*

Dated: May 29, 1997.

Gary C. Matlock,

Director, Office of Sustainable Fisheries, National Marine Fisheries Service.

[FR Doc. 97-14660 Filed 6-4-97; 8:45 am]

BILLING CODE 3510-22-F

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Part 679

[I.D. 052997B]

RIN: 0648-AJ36

Amendment 49 to the Fishery Management Plan for the Groundfish Fishery in the Bering Sea and Aleutian Islands Area

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce

ACTION: Notice of availability of an amendment to a fishery management plan; request for comments.

SUMMARY: The North Pacific Fishery Management Council (Council) has submitted Amendment 49 to the Fishery Management Plan for the Groundfish Fishery in the Bering Sea and Aleutian Islands Area for Secretarial review. Amendment 49 would require all vessels fishing for groundfish in the Bering Sea and Aleutian Islands Area to retain all pollock and Pacific cod beginning January 1, 1998, and all rock sole and yellowfin sole beginning January 1, 2003. Amendment 49 also would establish minimum utilization standards for all at-sea processors; for pollock and Pacific cod beginning January 1, 1998, and for rock sole and yellowfin sole beginning January 1, 2003. Comments from the public are requested.