

(b) BLM may terminate an agreement without Tribal or State agreement if the—

(1) Tribe or State fails to carry out the terms of the agreement; or

(2) Agreement is no longer needed.

(c) A Tribe may unilaterally terminate an agreement after notifying BLM. For a unilateral termination, the agreement terminates 60 days after the Tribe notifies BLM.

**§ 3192.16 How will I know if BLM intends to terminate my agreement?**

(a) If BLM intends to terminate your agreement because you did not carry out the terms of the agreement, BLM must send you a notice that lists the reason(s) why BLM intends to terminate the agreement.

(b) Within 30 days after receiving the notice, you must send BLM a plan to correct the problem(s) BLM listed in the notice. BLM has 30 days to approve or disapprove the plan, in writing.

(c) If BLM approves the plan, you have 30 days after you receive notice of the approval to correct the problem(s).

(d) If you have not corrected the problem within 30 days, BLM will send you a second written termination notice that will give you another opportunity to correct the problem.

(e) If the problem is not corrected within 60 days after you receive the second notice, BLM will terminate the agreement.

**§ 3192.17 Can BLM reinstate cooperative agreements that have been terminated?**

(a) If your cooperative agreement was terminated by consent, you may request that BLM reinstate the agreement at any time.

(b) If BLM terminated an agreement because you did not carry out the terms of the agreement, you must prove that you have corrected the problem(s) and are able to carry out the terms of the agreement.

(c) For any reinstatement request BLM will decide whether or not your cooperative agreement may be reinstated and, if so, whether you must make any changes to the agreement before it can be reinstated.

**§ 3192.18 Can I appeal a BLM decision?**

Any party adversely affected by a BLM decision made under this subpart may appeal the decision in accordance with parts 4 and 1840 of this title.

**PART 3195—HELIUM CONTRACTS**

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### GENERAL INFORMATION

#### § 3195.10 What is the purpose of these regulations?

The purpose of these regulations is to establish procedures governing the sale of helium to Federal agencies with major helium requirements. In order to sell a major helium requirement to a Federal agency, a Federal helium supplier must be under contract with BLM to purchase from BLM an amount of crude helium equivalent to the amount of refined helium it has supplied to the Federal agency.

#### § 3195.11 What terms do I need to know to understand this subpart?

To understand this subpart you need to know that:

*BLM* means the Bureau of Land Management, Helium Operations, United States Department of the Interior, Amarillo, TX 79101.

*Buyer* means anyone who is purchasing refined helium for a Federal agency or Federal agency contractor.

*Crude helium* means a helium-gas mixture containing no more than ninety-nine (99) percent helium by volume.

*Federal agency* means any department, independent establishment, commission, administration, foundation, authority, board, or bureau of the United States, or any corporation owned, controlled, or in which the United States has a proprietary interest, as these terms are used in 5 U.S.C. 101-105; 5 U.S.C. 551(1); or in 18 U.S.C. 6, but does not include Federal agency contractors.

*Federal helium supplier* means a private helium merchant who has an In-Kind Crude Helium Sales Contract with an effective date of January 1, 1998, or later, with BLM, and who has helium available for sale to:

- (1) Federal agencies; or
- (2) Private helium purchasers for use in Federal Government contracts.

*Helium* means the element helium regardless of its physical state.

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*Helium use location* means the location where the major helium requirement will be used.

*Like (equivalent) amount of crude helium* means the amount of crude helium measured at a pressure of 14.65 pounds per square inch absolute (psia) and a temperature of 60 degrees Fahrenheit (F), and rounded up to the nearest thousand (1,000) cubic feet, that is equivalent to a specified amount of refined helium measured at 14.7 psia and 70 degrees Fahrenheit.

*Major helium requirement* means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

*Standard cubic foot (SCF)* means the volume of gaseous helium occupying one cubic foot at a pressure of 14.7 psia and a temperature of 70 degrees Fahrenheit. One liter of liquid helium is equivalent to 26.63 scf of gaseous helium. One U.S. gallon of liquid helium is equivalent to 100.8 scf of gaseous helium. One pound of liquid helium is equivalent to 96.72 scf of gaseous helium. If BLM approves, you may use appropriate gaseous equivalents of volumes of helium mixtures different from these figures.

#### § 3195.12 What is an In-Kind Crude Helium Sales Contract?

It is a written contract between BLM and a Federal helium supplier requiring that whenever a supplier sells a major helium requirement to a Federal agency or its contractors, the supplier must purchase a like amount of crude helium from BLM.

#### § 3195.13 If I am a Federal helium supplier or buyer, what reports must I submit to BLM?

In accordance with the In-Kind Crude Helium Sales Contract:

(a) Federal helium suppliers and buyers must report the total itemized quarterly deliveries of major helium requirements within 45 calendar days after the end of the previous quarter (see §§ 3195.26 and 3195.33).

(b) Federal helium suppliers must report the annual cumulative helium delivery report by November 15 of each year (see § 3195.33).