

1 in whole or in part, by strikes, acts of God, Federal, State, or 1
 2 municipal law or agencies, unavoidable accidents, uncontrollable 2
 3 delays in transportation, inability to obtain necessary materials 3
 4 in open market, or other matters beyond the reasonable control of 4
 5 the Unit Operator whether similar to matters herein enumerated 5
 6 or not. 6

7 26. FAIR EMPLOYMENT. In connection with the perform- 7
 8 ance of work under this agreement, the operator agrees not to 8
 9 discriminate against any employee or applicant for employment 9
 10 because of race, religion, color, or national origin. The aforesaid 10
 11 provision shall include, but not be limited to, the following: employ- 11
 12 ment, upgrading, demotion, or transfer; recruitment or recruitment 12
 13 advertising, layoff or termination; rates of pay or other forms of 13
 14 compensation; and selection for training, including apprenticeship. 14
 15 The operator agrees to post hereafter in conspicuous places, 15
 16 available for employees and applicants for employment, notices to 16
 17 be provided by the contracting officer setting forth the provisions of 17
 18 the nondiscrimination clause. 18

19 The operator agrees to insert the foregoing provision in 19
 20 all subcontracts hereunder, except subcontracts for standard com- 20
 21 mercial supplies or raw materials. 21

22 27. LOSS OF TITLE. In the event title to any tract of 22
 23 unitized land shall fail and the true owner cannot be induced to join 23
 24 in this Unit Agreement, such tract shall be automatically regarded 24
 25 as not committed hereto and there shall be such readjustment of 25
 26 future costs and benefits as may be required on account of the loss 26
 27 of such title. In the event of a dispute as to title as to any royalty, 27
 28 working interest, or other interests subject thereto, payment or 28
 29 delivery on account thereof may be withheld without liability for 29
 30 interest until the dispute is finally settled; provided, that, as to 30
 31 Federal land or leases, no payments of funds due the United States 31
 32 should be withheld, but such funds shall be deposited as directed 32