

1 thereunder in any way affecting such party, or as a waiver by any such 1
2 party of any right beyond his or its authority to waive. 2
3 25. UNAVOIDABLE DELAY. All obligations under this agreement re- 3
4 quiring the Unit Operator to commence or continue drilling or to operate 4
5 on or produce unitized substances from any of the lands covered by this 5
6 agreement shall be suspended while, but only so long as, the Unit 6
7 Operator despite the exercise of due care and diligence is prevented 7
8 from complying with such obligations, in whole or in part, by strikes, 8
9 acts of God, Federal, State, or municipal law or agencies, unavoidable 9
10 accidents, uncontrollable delays in transportation, inability to obtain 10
11 necessary materials in open market, or other matters beyond the reason- 11
12 able control of the Unit Operator whether similar to matters herein 12
13 enumerated or not. 13
14 26. FAIR EMPLOYMENT. In connection with the performance of work 14
15 under this agreement, the operator agrees not to discriminate against 15
16 any employee or applicant for employment because of race, religion, 16
17 color, or national origin. The aforesaid provision shall include, but 17
18 not be limited to, the following: employment, upgrading, demotion, or 18
19 transfer; recruitment or recruitment advertising, layoff or termination; 19
20 rates of pay or other forms of compensation; and selection for training, 20
21 including apprenticeship. The operator agrees to post hereafter in 21
22 conspicuous places, available for employees and applicants for employ- 22
23 ment, notices to be provided by the contracting officer setting forth 23
24 the provisions of the nondiscrimination clause. 24
25 The operator agrees to insert the foregoing provision in all sub- 25
26 contracts hereunder, except subcontracts for standard commercial 26
27 supplies or raw materials. 27
28 27. LOSS OF TITLE. In the event title to any tract of unitized 28
29 land shall fail and the true owner cannot be induced to join in this 29
30 unit agreement, such tract shall be automatically regarded as not 30
31 committed hereto and there shall be such readjustment of future costs 31
32 and benefits as may be required on account of the loss of such title. 32