

provided for under the Uruguay Round Agreement on Textiles and Clothing:

The guaranteed access level for Categories 351/651 remains unchanged.

The Committee for the Implementation of Textile Agreements has determined that this action falls within the foreign affairs exception of the rulemaking provisions of 5 U.S.C. 553(a)(1).

Sincerely,

Troy H. Cribb,

Chairman, Committee for the Implementation of Textile Agreements.

[FR Doc. 99-30818 Filed 11-26-99; 8:45 am]

BILLING CODE 3510-DR-F

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

AGENCY HOLDING THE MEETING:
Commodity Futures Trading Commission.

TIME AND DATE: 11:00 a.m., Friday, December 3, 1999.

PLACE: 1155 21st St., NW., Washington, DC, 9th Floor Conference Room.

STATUS: Closed.

MATTERS TO BE CONSIDERED: Surveillance Matters.

CONTACT PERSON FOR MORE INFORMATION:
Jean A. Webb, 202-418-5100.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 99-31017 Filed 11-24-99; 12:13 pm]

BILLING CODE 6351-01-M

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

AGENCY HOLDING THE MEETING:
Commodity Futures Trading Commission.

TIME AND DATE: 11:00 a.m., Friday, December 10, 1999.

PLACE: 1155 21st St., NW, Washington, DC, 9th Floor Conference Room.

STATUS: Closed.

MATTERS TO BE CONSIDERED: Surveillance Matters.

CONTACT PERSON FOR MORE INFORMATION:
Jean A. Webb, 202-418-5100.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 99-31018 Filed 11-24-99; 12:13 pm]

BILLING CODE 6351-01-M

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

AGENCY HOLDING THE MEETING:
Commodity Futures Trading Commission.

TIME AND DATE: 11:00 a.m., Friday, December 17, 1999.

PLACE: 1155 21st St., N.W., Washington, D.C., 9th Floor Conference Room.

STATUS: Closed.

MATTERS TO BE CONSIDERED: Surveillance Matters.

CONTACT PERSON FOR MORE INFORMATION:
Jean A. Webb, 202-418-5100.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 99-31019 Filed 11-24-99; 12:13 pm]

BILLING CODE 6351-01-M

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

AGENCY HOLDING THE MEETING:
Commodity Futures Trading Commission.

TIME AND DATE: 11:00 a.m., Thursday, December 23, 1999.

PLACE: 1155 21st St., N.W., Washington, D.C., 9th Floor Conference Room.

STATUS: Closed.

MATTERS TO BE CONSIDERED: Surveillance Matters.

CONTACT PERSON FOR MORE INFORMATION:
Jean A. Webb, 202-418-5100.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 99-31020 Filed 11-24-99; 12:13 pm]

BILLING CODE 6351-01-M

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

AGENCY HOLDING THE MEETING:
Commodity Futures Trading Commission.

TIME AND DATE: 11:00 a.m., Thursday, December 30, 1999.

PLACE: 1155 21st St., N.W., Washington, D.C., 9th Floor Conference Room.

STATUS: Closed.

MATTERS TO BE CONSIDERED: Surveillance Matters.

CONTACT PERSON FOR MORE INFORMATION:
Jean A. Webb, 202-418-5100.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 99-31021 Filed 11-24-99; 12:13 pm]

BILLING CODE 6351-01-M

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

AGENCY: Commodity Futures Trading Commission.

ACTION: Notice of Meeting.

TIME AND DATE: 10 a.m.-1 p.m., December 2, 1999.

STATUS: Open.

SUMMARY: This is to give notice that the Commission will hold a public roundtable meeting to discuss regulation of exchange-traded derivatives.

PLACE: 1155 21st St., NW, Washington, DC, Lobby Level Hearing Room.

FOR FURTHER INFORMATION CONTACT:

De'Ana H. Dow, Legal Counsel to Chairman Rainer, at 202-418-5030.

Written comments should be submitted to Jean A. Webb, Secretary, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581.

Issued in Washington, D.C. on November 24, 1999.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 99-31067 Filed 11-24-99; 11:42 pm]

BILLING CODE 6351-01-M

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 00-C0001]

Black & Decker (U.S.), Inc., corporation, Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20. Published below is a provisionally-accepted Settlement Agreement with Black & Decker (U.S.), Inc., a corporation, containing a civil penalty of \$575,000. **DATES:** Any interested person may ask the Commission not to accept this

agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by December 14, 1999.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 00-C0001, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: William J. Moore, Trial Attorney, Office of Compliance and Enforcement, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-0626, 1382.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: November 23, 1999.

Sadye E. Dunn,
Secretary.

Settlement Agreement and Order

1. Black and Decker (U.S.), Inc., ("Black & Decker"), a corporation, enters into this Settlement Agreement and Order with the staff ("the staff") of the U.S. Consumer Product Safety Commission ("the Commission") in accordance with 16 CFR 1118.20 of the Commission's Procedures for Investigations, Inspections, and Inquires under the Consumer Product Safety Act ("CPSA").

I. The Parties

2. The Commission is an independent federal regulatory agency responsible for the enforcement of the Consumer Product Safety Act, 15 U.S.C. 2051-2084.

3. Black & Decker is a corporation organized and existing under the laws of the State of Maryland. Its principal offices are located at 701 East Joppa Road, Baltimore, Maryland.

II. Staff Allegations

The Staff Alleges the Following

4. Between February 1994 and January 1995, Black & Decker manufactured, distributed and sold in the United States a toaster, designed to be affixed to the underside of a cabinet, known as the Spacemaker Optima Model T1000 Type 1, ("Spacemaker Toaster Type 1," or "the Toaster"). Black & Decker is, therefore, a manufacturer, distributor and retailer of a consumer product in U.S. commerce pursuant to 15 U.S.C. 2052(a)(1), (4), (5) and (6).

5. The Spacemaker Toaster Type 1 has a glass door on its front side. Bread and other food products are inserted into the toaster horizontally onto a rack.

6. When the toasting cycle is complete, the glass door on the front of the Spacemaker Type 1 toaster opens automatically and the Toaster rack containing the food product moves forward about one and one-half (1½) inches.

7. Food fires have begun in the Spacemaker Toaster Type 1, sometimes when a food item is re-toasted. When food fires were underway, the door automatically opened, the food rack moved forward, and the newly available oxygen promoted continued burning. Flames from the fire can and did escape the Toaster and contacted the cabinet(s) above, exposing the contents and other nearby materials to fire.

8. Soon after Black & Decker began distributing the Spacemaker toaster Type 1 in 1994, it received consumer complaints of fires in its product. By January 1995, Black & Decker had evaluated the Spacemaker toaster Type 1 and redesigned it so the front door would no longer open automatically. Black & Decker also stopped making the Spacemaker Toaster Type 1 and prepared to manufacture the newly designed Spacemaker Toaster Type 2.

9. In April 1995, Black & Decker purported to file a "full report" with the Commission staff pursuant to 16 CFR part 1115. The company reported that it was aware of seventy-three (73) incidents of fire in the toaster. The staff requested copies of these complaints and accompanying documentation. Black & Decker furnished other information of the type required under the reporting regulations in 16 CFR part 1115, but, unbeknownst to the staff, Black & Decker omitted important information and documents. By failing to provide the information, Black & Decker misled the staff and impeded its investigation and analysis of the risk. Black & Decker claimed consumer complaints of fires had been destroyed, when, in fact, they had not. Black & Decker also failed to reveal the existence of its engineering documents that identified design defects with the Spacemaker Toaster Type 1, identified the fire risk it posed, and supported redesigning the Type 1 Toaster with the Spacemaker Toaster Type 2. In doing so, Black & Decker failed to adequately inform the staff under section 15(b) of the CPSA, 15 U.S.C. 2064(b).

10. The information withheld or otherwise not submitted by Black & Decker contradicted the merits of Black & Decker's negotiation position and needlessly disputed that the Spacemaker Toaster Type 1 contained defects, presented a substantial product hazard, and should be the subject of a consumer recall.

1. Black & Decker's failure to provide requested information forced the staff to prepare to litigate; and to engage unnecessarily in expensive and time-consuming testing.

12. On October 29, 1997, the staff filed an administrative Complaint alleging that the Spacemaker Toaster Type 1 contained defects which created a substantial product hazard to the public. The case was settled on April 22, 1998 when the Commission accepted a corrective action plan for consumers crafted by the parties.

13. Black & Decker obtained information which reasonably supported the conclusion that the Spacemaker Toaster Type 1 contained defects which could create a substantial product hazard but failed to report to the Commission in a timely manner as required by § 15(b) of the CPSA, 15 U.S.C. 2064(b). Nor did Black & Decker adequately inform the Commission as required by section 15(b) of the CPSA and 16 CFR part 1115.

III. Response of Black & Decker

14. Black & Decker denies the allegations of the staff, set forth in paragraphs 4 through 13 above, that the Spacemaker Toaster Type 1 contains any defect which could create a substantial product hazard pursuant to section 15(a) of the CPSA, 15 U.S.C. 2064(a), and further denies that it violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b) or 16 CFR part 1115. This payment is made in settlement of the staff allegations. Neither the payment nor the fact of entering into this Settlement Agreement constitute evidence of or an admission of, any fault, liability or statutory or regulatory violation by Black & Decker, or of the truth of any allegations made by the staff.

IV. Agreement of The Parties

15. The Commission has jurisdiction over this matter under the Consumer Product Safety Act (CPSA), 15 U.S.C. 2051 *et seq.*

16. This Settlement Agreement and Order is a compromise resolution of the matter described above, and the parties enter this Agreement solely for the purposes of settlement. Compliance by Black & Decker with this Settlement Agreement and Order resolves the allegations of violations of section 15(b) of the CPSC regarding the Spacemaker Toaster Type 1.

17. Black & Decker knowingly, voluntarily and completely waives any rights it may have (1) to the issuance of a Complaint in this matter, (2) to administrative or judicial hearing with

respect to the staff allegations cited herein, (3) to judicial review or other challenge or contest of the validity of the Commission's Order, (4) to a determination by the Commission as to whether a violation of section 15(b) of the CPSA, 15 U.S.C. 2064(b), has occurred, and (5) to a statement of findings of fact and conclusions of law with regard to the staff allegations.

18. The Commission has not, and does not, by virtue of this Settlement Agreement and Order, make any determination that the Spacemaker Toaster Type 1 contains a defect which creates or could create a substantial product hazard or creates an unreasonable risk of serious injury or death; or that Black & Decker knowingly violated the reporting provisions of section 15(b) of the CPSA, 15 U.S.C. 2064(b) or 16 CFR part 1115.

19. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, this Settlement Agreement and Order shall be placed on the public record and shall be published in the **Federal Register** in accordance with 16 CFR 1118.20.

20. The Settlement Agreement and Order becomes effective upon final acceptance by the Commission and its service upon Black & Decker. Black & Decker shall pay a civil penalty in the amount of five hundred seventy-five thousand and no/dollars (\$575,000.00) within 10 calendar days of receiving service of such final Settlement Agreement and order.

21. for purposes of section 6(b) of the CPSA, 15 U.S.C. 2055(b), upon final acceptance by the commission, this matter shall be treated as if a Complaint had issued, and the Commission may publicize the terms of the Settlement Agreement and Order.

22. Black & Decker agrees to entry of the attached Order, which is incorporated herein by reference, and agrees to be bound by its terms.

23. This Settlement Agreement is binding upon Black & Decker and the assigns or successors of Black & Decker.

24. Agreements, understandings, representations, or interpretations made outside this Settlement Agreement and Order may not be used to vary or to contradict its terms.

Dated: October 27, 1999.

Black & Decker (U.S.), Inc.
James R. O'Brien,
Product Liability Counsel.

Dated: November 19, 1999.

Consumer Product Safety Commission.

Alan H. Schoem,

Assistant Executive Director, Office of Compliance.

Eric L. Stone,

Director, Legal Division, Office of Compliance.

William J. Moore, Jr.,

Attorney, Legal Division, Office of Compliance.

Deborah J. Lewis,

Attorney, Legal Division, Office of Compliance.

Order

Upon consideration of the Settlement Agreement entered into between Black & Decker (U.S.), Inc., a corporation, and the staff of the consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Black & Decker (U.S.), Inc., and it appearing that the Settlement Agreement and Order is in the public interest, it is

Ordered, that the Settlement Agreement be, and hereby is, accepted; and it is

Further ordered, that, upon final acceptance of the Settlement Agreement and Order, Black & Decker (U.S.), Inc. shall pay the commission a civil penalty in the amount of FIVE HUNDRED SEVENTY FIVE THOUSAND AND no/ 100 dollars, (\$575,000.00) within ten (10) calendar days after service of this Final Order upon the Black & Decker (U.S.), Inc.

Provisionally accepted and Provisional Order issued on the 23rd day of November 1999.

By Order of the Commission.

Sadye E. Dunn,

Secretary, Consumer Product Safety Commission.

[FR Doc. 99-30938 Filed 11-26-99; 8:45 am]

BILLING CODE 6355-01-M

DEPARTMENT OF EDUCATION

Submission for OMB Review; Comment Request

AGENCY: Department of Education.

SUMMARY: The Leader, Information Management Group, Office of the Chief Information Officer invites comments on the submission for OMB review as required by the Paperwork Reduction Act of 1995.

DATES: Interested persons are invited to submit comments on or before December 29, 1999.

ADDRESSES: Written comments should be addressed to the Office of Information and Regulatory Affairs, Attention: Danny Werfel, Desk Officer,

Department of Education, Office of Management and Budget, 725 17th Street, NW, Room 10235, New Executive Office Building, Washington, DC 20503 or should be electronically mailed to the internet address DWERFEL@OMB.EOP.GOV.

SUPPLEMENTARY INFORMATION: Section 3506 of the Paperwork Reduction Act of 1995 (44 U.S.C. Chapter 35) requires that the Office of Management and Budget (OMB) provide interested Federal agencies and the public an early opportunity to comment on information collection requests. OMB may amend or waive the requirement for public consultation to the extent that public participation in the approval process would defeat the purpose of the information collection, violate State or Federal law, or substantially interfere with any agency's ability to perform its statutory obligations. The Leader, Information Management Group, Office of the Chief Information Officer, publishes that notice containing proposed information collection requests prior to submission of these requests to OMB. Each proposed information collection, grouped by office, contains the following: (1) Type of review requested, e.g. new, revision, extension, existing or reinstatement; (2) Title; (3) Summary of the collection; (4) Description of the need for, and proposed use of, the information; (5) Respondents and frequency of collection; and (6) Reporting and/or Recordkeeping burden. OMB invites public comment.

Dated: November 22, 1999.

William E. Burrow,

Leader, Information Management Group, Office of the Chief Information Officer.

Office of Student Financial Assistance Programs

Type of Review: Extension.

Title: Guaranty Agency Quarterly/Annual Report.

Frequency: Monthly.

Affected Public: Not-for-profit institutions; State; local or Tribal Gov't, SEAs or LEAs.

Reporting and Recordkeeping Burden: Responses: 36.

Burden Hours: 9,000.

Abstract: The Guaranty Agency Quarterly/Annual Report is submitted by 36 agencies operating a student loan insurance program under agreement with the Department of Education. These reports are used to evaluate agency operations, make payments to agencies as authorized by law, and to make reports to Congress. Form 1130 has been significantly altered due to the results of Congressional Reauthorization.