

personnel deemed necessary by Staff to evaluate Kolcraft's compliance with the terms of the Agreement.

23. Kolcraft shall implement and maintain a compliance program designed to ensure compliance with the safety statutes and regulations enforced by the CPSC that, at a minimum, contains the following elements (i) written standards and policies; (ii) a mechanism for confidential employee reporting of compliance-related questions or concerns to either a compliance officer or to another senior manager with authority to act as necessary; (iii) effective communication of company compliance-related policies and procedures to all employees through training programs or otherwise; (iv) senior manager responsibility for compliance; (v) board oversight of compliance (if applicable); and (vi) retention of all compliance-related records for at least five (5) years and availability of such records to CPSC upon request.

24. The Commission may publicize the terms of the Agreement and the final Order.

25. The Agreement and the final Order shall apply to, and be binding upon, Kolcraft, and each of its successors and/or assigns.

26. The Commission issues the final Order under the provisions of the CPSA, and a violation of the final Order may subject Kolcraft, and each of its successors and/or assigns, to appropriate legal action.

27. The Agreement may be used in interpreting the final Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict the terms or the Agreement and the final Order. The Agreement shall not be waived, amended, modified, or otherwise altered without written agreement thereto, executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

28. If any provision of the Agreement or the final Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and the final Order, such provision shall be fully severable. The balance of the Agreement and the final Order shall remain in full force and effect, unless the Commission and Kolcraft agree that severing the provision materially affects the purpose of the Agreement and final Order.

29. This Agreement may be signed in counterparts.

Dated: February 25, 2013.

Kolcraft Enterprises, Inc.

By:

Thomas Koltun,

*President, Kolcraft Enterprises, Inc.*

Dated: February 26, 2013.

By:

Erika Z. Jones, Esq.,

*Counsel to Kolcraft Enterprises, Inc., Mayer Brown LLP, Washington, DC*

U.S. Consumer Product Safety Commission Staff

Stephanie Tsacoumis,  
*General Counsel.*

Mary B. Murphy,  
*Assistant General Counsel, Divisions of Compliance and Import Surveillance.*

Dated: February 27, 2013.

By:

Richa Shyam Dasgupta,

*Trial Attorney, Division of Compliance, Office of the General Counsel.*

### Order

Upon consideration of the Agreement entered into between Kolcraft Enterprises, Inc. ("Kolcraft"), and U.S. Consumer Product Safety Commission (Commission) staff, and the Commission having jurisdiction over the subject matter and over Kolcraft, and it appearing that the Agreement and the Order are in the public interest, it is

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

*Further ordered*, that Kolcraft shall pay a civil penalty in the total amount of four hundred thousand dollars (\$400,000.00), paid within twenty (20) days of service of the Commission's Order upon counsel for Kolcraft. The payments shall be made electronically to the CPSC via: [www.pay.gov](http://www.pay.gov). Upon the failure of Kolcraft to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Kolcraft at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). If Kolcraft fails to make such payment or to comply in full with any other provision as set forth in the Agreement, such conduct will be considered a violation of this Agreement and Order.

Provisionally accepted and provisional Order issued on the 27th day of February 2013.

By order of the Commission.

**Todd A. Stevenson,**

*Secretary, U.S. Consumer Product Safety Commission.*

[FR Doc. 2013-04909 Filed 3-1-13; 8:45 am]

**BILLING CODE 6355-01-P**

## DEPARTMENT OF DEFENSE

### Office of the Secretary

#### Renewal of Department of Defense Federal Advisory Committees

**AGENCY:** DoD.

**ACTION:** Renewal of Missouri River (South Dakota) Task Force.

**SUMMARY:** Under the provisions of 10 U.S.C. 2166(e), the Federal Advisory Committee Act of 1972 (5 U.S.C. Appendix), the Government in the Sunshine Act of 1976 (5 U.S.C. 552b), and 41 CFR 102-3.50(a), the Department of Defense gives notice that it is renewing the charter for the Missouri River (South Dakota) Task Force ("the Task Force").

**FOR FURTHER INFORMATION CONTACT:** Jim Freeman, Advisory Committee Management Officer for the Department of Defense, 703-692-5952.

**SUPPLEMENTARY INFORMATION:** The Task Force shall provide independent advice and recommendations on a plan and accompanying critical restoration projects to reduce siltation of the Missouri River in the State of South Dakota and to meet the objectives of the Pick-Sloan program. Specifically, the Task Force shall:

a. Prepare and approve, by a majority of the members, a plan for the use of the funds made available under Public Law 106-541, to promote conservation practices in the Missouri River watershed, control and remove the sediment from the Missouri River, protect recreation on the Missouri River from sedimentation, protect Indian and non-Indian historical and cultural sites along the Missouri River from erosion, erosion control along the Missouri River, or any combination of the activities just described;

b. Develop and recommend to the Secretary of the Army for implementation critical restoration projects meeting the goals of the plan; and

c. Determine whether these critical restoration projects primarily benefit the Federal Government for purposes of cost-sharing.

The Task Force shall report to the Secretary of the Army. The Secretary of the Army may act upon the Task Force's advice and recommendations. As prescribed by Section 905(b) of the Missouri River Restoration Act of 2000, the Task Force shall be composed of not more than 29 members. Specifically, the Task Force membership shall be composed of the Secretary of the Army or designee, who shall serve as the Chairperson; Secretary of Agriculture or

designee; Secretary of Energy or designee; Secretary of the Interior or designee; and the Trust.

The Trust is composed of 25 members to be appointed by the Secretary of the Army, including 15 members recommended by the Governor of South Dakota that represent equally the various interest of the public and include representatives of: The South Dakota Department of Environment and Natural Resources; the South Dakota Department of Game, Fish, and Parks; environmental groups; the hydroelectric power industry; local governments; recreation user groups; agricultural groups; other appropriate interests; nine members, one of each of whom shall be recommended by each of the nine Indian Tribes in the State of South Dakota; and one member recommended by the organization known as the "Three Affiliated Tribes of North Dakota" (composed of the Mandan, Hidatsa, and Arikara tribes).

The members of the Trust shall be appointed by the Secretary of the Army as representative members to the Task Force. All representative members of the Trust shall be appointed for a two-year term of service; however, no member, unless authorized by the Secretary of the Army, may serve more than two consecutive terms of service. In addition, all Task Force members shall, with the exception of travel and per diem for official travel, serve without compensation. DoD, when necessary and consistent with the Task Force's mission and DoD policies and procedures, may establish subcommittees, task groups, and working groups to support the Task Force. Establishment of subcommittees will be based upon a written determination, to include terms of reference, by the Secretary of Defense, the Deputy Secretary of Defense, or the Secretary of the Army.

Such subcommittees shall not work independently of the Task Force, and shall report all their recommendations and advice to the Task Force for full deliberation and discussion. Subcommittees have no authority to make decisions and recommendations, verbally or in writing, on behalf of the Task Force; nor can any subcommittee or its members update or report directly to the DoD or any Federal officers or employees.

The Secretary or the Deputy Secretary of Defense may approve the appointment of subcommittee members for two-year term of service with annual renewals; however, no member, unless authorized by the Secretary of Defense, may serve more than two consecutive terms of service. These individuals may

come from the Task Force or may be new nominees, as recommended by the Secretary of the Army and based upon the subject matters under consideration.

Subcommittee members, if not full-time or part-time Government employees, shall be appointed to serve as experts and consultants under the authority of 5 U.S.C. 3109, and shall serve as SGEs, whose appointments must be renewed by the Secretary of Defense on an annual basis. With the exception of travel and per diem for official travel related to the Task Force or its subcommittee, subcommittee members shall serve without compensation.

Each subcommittee member is appointed to provide advice to the Government on the basis of his or her best judgment without representing any particular point of view and in a manner that is free from conflict of interest.

All subcommittees operate under the provisions of FACA, the Sunshine Act, governing Federal statutes and regulations, and governing DoD policies and procedures.

The Task Force shall meet at the call of the Task Force's Designated Federal Officer (DFO), in consultation with the Chairperson. The estimated number of Task Force meetings is no less than two per year.

In addition, the DFO is required to be in attendance at all Task Force and subcommittee meetings for the entire duration of each and every meeting; however, in the absence of the DFO, the Alternate DFO shall attend the entire duration of the Task Force or subcommittee meeting.

Pursuant to 41 CFR 102–3.105(j) and 102–3.140, the public or interested organizations may submit written statements to the Task Force membership about the Task Force's mission and functions. Written statements may be submitted at any time or in response to the stated agenda of planned meeting of the Task Force.

All written statements shall be submitted to the DFO, and this individual will ensure that the written statements are provided to the membership for their consideration. Contact information for the Task Force's DFO can be obtained from the GSA's FACA Database—<https://www.fido.gov/facadatabase/public.asp>.

The DFO, pursuant to 41 CFR 102–3.150, will announce planned meetings of the Task Force. The DFO, at that time, may provide additional guidance on the submission of written statements that are in response to the stated agenda for the planned meeting in question.

Dated: February 27, 2013.

**Aaron Siegel,**

*Alternate OSD Federal Register Liaison Officer, Department of Defense.*

[FR Doc. 2013–04882 Filed 3–1–13; 8:45 am]

BILLING CODE 5001–06–P

## DEPARTMENT OF EDUCATION

[Docket No.: ED–2013–ICCD–0020]

### Agency Information Collection Activities: Direct Loan, FFEL, Perkins and TEACH Grant Total and Permanent Disability Discharge Forms

**AGENCY:** The Office of Federal Student Aid (FSA), Department of Education (ED).

**ACTION:** Notice.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. chapter 3501 *et seq.*), ED is proposing a revision of a currently approved collection.

**DATES:** Interested persons are invited to submit comments on or before May 3, 2013.

**ADDRESSES:** Comments submitted in response to this notice should be submitted electronically through the Federal eRulemaking Portal at <http://www.regulations.gov> by selecting Docket ID number ED–2013–ICCD–0020 or via postal mail, commercial delivery, or hand delivery. *Please note that comments submitted by fax or email and those submitted after the comment period will not be accepted.* Written requests for information or comments submitted by postal mail or delivery should be addressed to the Director of the Information Collection Clearance Division, U.S. Department of Education, 400 Maryland Avenue SW., LBJ, Room 2E105, Washington, DC 20202–4537.

**FOR FURTHER INFORMATION CONTACT:** Electronically mail [ICDocketMgr@ed.gov](mailto:ICDocketMgr@ed.gov). Please do not send comments here.

**SUPPLEMENTARY INFORMATION:** The Department of Education (ED), in accordance with the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C. 3506(c)(2)(A)), provides the general public and Federal agencies with an opportunity to comment on proposed, revised, and continuing collections of information. This helps the Department assess the impact of its information collection requirements and minimize the public's reporting burden. It also helps the public understand the Department's information collection requirements and provide the requested data in the desired format. ED is