

calling or writing Madeleine Clayton, Departmental Paperwork Clearance Officer, (202) 482-3129, Department of Commerce, Room 6086, 14th and Constitution, NW., Washington, DC 20230 or via internet at MCclayton@doc.gov.

Written comments and recommendations for the proposed information collection should be sent to David Rostker, OMB Desk Officer, Room 10202, New Executive Office Building, Washington, DC 20503 within 30 days of the publication of this notice in the **Federal Register**.

Dated: August 30, 2001.

Madeleine Clayton,

*Departmental Paperwork Clearance Officer,
Office of the Chief Information Officer.*

[FR Doc. 01-22209 Filed 9-4-01; 8:45 am]

BILLING CODE 3510-HE-P

DEPARTMENT OF COMMERCE

International Trade Administration

[A-580-825]

Oil Country Tubular Goods From Korea: Extension of Time Limit for Preliminary Results of New Shipper Antidumping Duty Administrative Review

AGENCY: Import Administration, International Trade Administration, Department of Commerce.

ACTION: Notice of extension of time limit for preliminary results of new shipper review.

EFFECTIVE DATE: September 5, 2001.

FOR FURTHER INFORMATION CONTACT: Michael Strollo or Dana Mermelstein, AD/CVD Enforcement, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW., Washington DC 20230; telephone: (202) 482-5255 or (202) 482-1391, respectively.

The Applicable Statute

Unless otherwise indicated, all citations to the statute are references to the provisions effective January 1, 1995, the effective date of the amendments made to the Tariff Act of 1930 (the Act) by the Uruguay Round Agreements Act. In addition, unless otherwise indicated, all citations to the Departments's regulations are to the current regulations, codified at 19 CFR part 351 (2001).

Background

On February 28, 2001, the Department of Commerce (the Department) received

a properly filed request from Shinho Steel Company (Shinho) for a new shipper administrative review of the antidumping duty order on oil country tubular goods from Korea. On April 9, 2001, the Department published a notice of initiation of this administrative review, covering the period of August 1, 2000 through February 28, 2001 (66 FR 18438).

Extension of Time Limits for Preliminary Results

This is the first review of this order concerning Shinho. There are several complex issues, including the selection of a comparison market and the request for a constructed export price offset. As such, it is not practicable to complete this review within the time limits mandated by section 751(a)(2)(B) of the Act. Therefore, we are extending the due date for the preliminary results until January 28, 2002 pursuant to section 751(a)(2)(B)(iv) of the Act. The final results will be due 90 days after the issuance of the preliminary results, unless extended.

August 29, 2001.

Joseph A. Spetrini,

*Deputy Assistant Secretary, AD/CVD
Enforcement Group III.*

[FR Doc. 01-22276 Filed 9-4-01; 8:45 am]

BILLING CODE 3510-DS-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 01-C0011]

HMB Corporation (f/k/a Taylor Electric Supply, Inc.), Respondent 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 1115.20(b)(4). Published below is a provisionally-accepted Settlement Agreement with HMB Corporation (f/k/a Taylor Electric Supply, Inc.) requiring that HMB Corporation pay between \$87,500 through \$175,000 for the remediation of certain in-wall electric heaters it distributed that were manufactured by Cadet Manufacturing Company.

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 September 20, 2001.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 01-C0011, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT:

Howard N. Tarnoff, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-0626, 1382.

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

Dated: August 29, 2001.

Todd A. Stevenson,

Acting Secretary.

Consent Agreement

This Consent Agreement is made by and between the staff of the Consumer Product Safety Commission, and HMB Corporation (f/k/a Taylor Electric Supply, Inc.) "HMB", a domestic corporation, to settle the staff's allegations that HMB, doing business as Taylor Electric Supply, distributed in commerce certain allegedly defective in-wall electric heaters manufactured by Cadet Manufacturing Company ("Cadet"), a domestic corporation, with its principal place of business located at 2500 West Fourth Plain Boulevard, Vancouver, Washington 98660.

Parties

1. The "staff" is the staff of the Consumer Product Safety Commission ("the CPSC" or "the Commission"), an independent regulatory agency of the United States of America, established by Congress pursuant to section 4 of the Consumer Product Safety Act ("CPSA"), 15 U.S.C. 2053, as amended.

2. Respondent HMB is a corporation organized and existing under the laws of the State of Oregon. HMB owns and maintains two commercial buildings and the property on which they are located at 1709 S.E. 3rd Ave., and 240 S.E. Clay Blvd., Portland, Oregon. HMB leases the property to Rexel Taylor Corporation, which, through its subsidiary Summers Group, Inc., purchased HMB's wholesale electrical distribution business in 1997.

Subject Matter

3. Since approximately 1978, Cadet allegedly manufactured, sold and/or distributed in commerce in-wall electric heaters for use in homes and residences under the brand names "Cadet" and "Encore." These include all models and variants within each model of the series

FW (including models FW-051, FW-101, FW-122, FW-202, and FW-751), manufactured between 1978 and 1987; series FX (including models FX-051, FX-052, FX-071, FX-072, FX-101, FX-102, FX-122, FX-151, FX-152, FX-202, and FX-242), manufactured between 1985 and 1994; series LX (including models LX-242, LX-302, LX-402, and LX-482), manufactured between 1985 and 1994; series TK (including models TK-051, TK-071, TK-072, TK-101, TK-102, TK-151, and TK-152), manufactured between 1984 and 1998; series ZA (including models ZA-051, ZA-052, ZA-071, ZA-072, ZA-101, ZA-102, ZA-122, ZA-151, ZA-152, ZA-202, and ZA-242), manufactured between 1985 and 1994; series Z (including models Z-072, Z-101, Z-102, Z-151, Z-152, Z-202, and Z-208), manufactured between 1993 and 1999; and all series and models of the same or functionally identical heaters manufactured and distributed by Cadet under the Encore brand name, including series RX (including models RX-072, RX-101, RX-102, RX-151, RX-152, RX-202, and RX-242), manufactured between 1985 and 1994; series RLX (including models RLX-302, RLX-402, and RLX-482) manufactured between 1985 and 1994; series RK (including models RK-101 and RK-102), manufactured between 1984 and 1998; series RA (including models RA-101, RA-102, RA-151, RA-152, and RA-202), manufactured between 1985 and 1994; series ZC (including models ZC-072, ZC-101, ZC-102, ZC-151, ZC-152, ZC-202, and ZC-208), manufactured between 1993 and 1999; and series RW, manufactured between 1978 and 1981. For each of these heaters, the variants signified by the suffix T (with thermostat), W (white color), and TW (with thermostat and white color) found after the model number are included. All the heaters and variants referred to in this paragraph shall hereinafter be collectively referred to as "the Heaters." The Heaters were sold and/or distributed to consumers principally in the States of California, Idaho, Montana, Oregon, and Washington. Between approximately 1982 and 1997, Taylor Electric Supply allegedly sold and/or distributed certain of the Heaters in commerce.

4. On January 14, 1999, the staff filed an Administrative Complaint ("Complaint") against Cadet, seeking a determination that certain of the Heaters present a substantial product hazard within the meaning of section 15(a)(2) of the CPSA, 15 U.S.C. 2064(a)(2), and public notice and a recall of certain of the Heaters pursuant to sections 15(c)

and (d) of the CPSA, 15 U.S.C. 2064(c) and (d). The Complaint alleged that certain of the Heaters are defective and present a substantial product hazard within the meaning of section 15(a)(2) of the CPSA, 15 U.S.C. 2064(a)(2), because their design and/or manufacture causes them to overheat, fail, and catch fire; and/or allows lint, dirt, or debris to build up within the heaters and catch fire. The Complaint also alleged that the design of certain of the Heaters can cause the Heaters to spew flames and/or burning or molten particles, or eject sparks into the living space of a home or residence, or energize the Heaters creating a risk of electric shock. On July 30, 1999, the CPSC approved a Consent Agreement and Order ("the Cadet Order") between the Staff and Cadet which, *inter alia*, required Cadet to undertake a remediation program for notification to consumers and for the replacement of the Heaters ("the Cadet Corrective Action Plan" or "the Plan"). The Plan became effective on February 17, 2000. As of April 30, 2001, consumers had ordered 332,857 replacement heaters under the Cadet Corrective Action Plan.

Agreement of the Parties

5. It is the express purpose of the parties entering this Consent Agreement to protect the public safety by assisting Cadet's recall and replacement of the Heaters.

6. Fulfillment of the terms of this Consent Agreement and the attached Order (hereinafter "Order" or "the Order"), which is hereby incorporated by reference, shall resolve all potential obligations of HMB (and each of HMB's successors, assigns, parents, subsidiaries, affiliated entities, agents, representatives, attorneys, employees, officers, directors, stockholders, and principals) (collectively "the HMB Releasees") under Sections 15(c) and (d) of the CPSA, 15 U.S.C. 2064(c) and (d), to give public notice of the alleged hazard presented by the Heaters, and to repair, replace, or refund the purchase price of the Heaters. Fulfillment of the terms of this Consent Agreement and Order shall also resolve all potential obligations and liabilities of the HMB Releasees for all other claims and causes of action which could have been alleged by the CPSC against the HMB Releasees relating to the Heaters, based upon information known to the CPSC, or otherwise in the CPSC's possession, at the time the CPSC staff signs this Consent Agreement. Nothing in this Paragraph 6 is intended to limit the CPSC's rights under Paragraph 20 of this Consent Agreement.

7. The staff believes that this Consent Agreement and Order is an equitable resolution of consumer claims against HMB for replacement heaters, and the staff has concluded that the Cadet Corrective Action Plan, and HMB's participation in that Plan, will provide an effective, fair, reasonable and adequate remedy for consumers throughout the United States who own or are otherwise exposed to the Heaters by notifying consumers of the alleged hazard and providing replacement heaters to them, and that this Agreement is, therefore, in the best interests of consumers.

8. This Consent Agreement and Order shall not be deemed or construed as an admission by HMB or as evidence: (a) Of any violation of law or regulation by HMB; (b) of other wrongdoing by HMB; (c) that the Heaters are defective, create a substantial product hazard, or are unreasonably dangerous; or (d) of the truth of any claims or other matters alleged or otherwise stated by the CPSC or any other person either against HMB or with respect to the Heaters.

9. The Heaters are "consumer products" within the meaning of Section 3(a)(1) of the CPSA, 15 U.S.C. 2052(a)(1).

10. HMB (f/k/a Taylor Electric Supply) was a "distributor" of "consumer product[s]," which were "distributed in commerce," as those terms are defined in sections 3(a)(1), (5), and (11) of the CPSA, 15 U.S.C. 2052(a)(1), (5), and (11).

11. The CPSC has jurisdiction over HMB and the Heaters under sections 3(a)(1), (5), and (11) and section 15 of the CPSA, 15 U.S.C. 2052(a)(1), (5), and (11) and § 2064.

12. For purposes of this settlement only, HMB agrees not to contest the staff's allegation, which HMB denies, that the Heaters contain a "defect which creates a substantial product hazard," as those terms are defined in section 15(a) of the CPSA, 15 U.S.C. 2064(a).

13. Upon final acceptance by the CPSC of this Consent Agreement and Order, HMB knowingly, voluntarily, and completely waives and relinquishes any past, present, and/or future right or rights in this matter: (a) To the issuance of a proposed complaint in accordance with 16 CFR 1115.20(6), to an administrative or judicial hearing, and to all further procedural steps—including findings of fact and conclusions of law—to determine whether the Heaters contain a defect which creates a substantial product hazard within the meaning of section 15 of the CPSA; (b) to seek judicial review or otherwise challenge or contest the validity of this consent Agreement and

Order as issued and entered; (c) to seek judicial review of this or any past orders, findings, and/or determinations of the CPSC in this matter, except as set forth in Paragraphs 21 and 24 of this Consent Agreement; and (d) to file any claim or to seek any remedy under the Equal Access to Justice Act.

14. The order is issued under Sections 15(c) and (d) of the CPSA, 15 U.S.C. 2064(c) and 9d), and a violation of this Consent Agreement and Order is a prohibited act within the meaning of section 19(a)(5) of the CPSA, 15 U.S.C. 2068(a)(5), and may subject HMB to civil and/or criminal penalties under sections 20 and 21 of the CPSA, 15 U.S.C. 2069 and 2070.

15. HMB agrees to fulfill all requirements of this Consent Agreement and Order.

16. For all purposes, this Consent Agreement and Order shall constitute an enforceable judgment obtained in a court or proceeding by a governmental unit to enforce its police and regulatory power. HMB acknowledges and agrees that this Consent Agreement and Order are pursuant to the CPSC's police and regulatory power to remedy the alleged risk created by the Heaters, and that, once HMB signs the Consent Agreement and Order, the Consent Agreement and Order will not be subject to an automatic stay in any bankruptcy proceeding involving HMB.

17. HMB acknowledges that any interested person may bring an action pursuant to section 24 of the CPSA, 15 U.S.C. 2073, in any United States District Court in which HMB is found or transacts business, to enforce the Order and to obtain appropriate injunctive relief.

18. This Consent Agreement and Order shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, and any operating bankruptcy trustees or receivers. If, prior to the termination of this Consent Agreement and Order, HMB merges with any other business entity or sells, assigns, or otherwise transfers substantially all of its assets, HMB shall provide reasonable prior notice to the surviving corporation or to the purchaser, assignee, or transferee of substantially all of HMB's assets, of this Consent Agreement and Order, and of its binding effect upon said surviving corporation, purchaser, assignee, or transferee. The existence of this Consent Agreement and Order and its binding effect shall be noted in any agreement between HMB and such surviving corporation, purchaser, assignee, or transferee shall execute a document agreeing to be bound by the provisions of this Consent Agreement and Order

and shall submit to the jurisdiction of the CPSC for purposes of enforcement of this Consent Agreement and Order. In the event of any merger, sale, assignment, or transfer of substantially all of HMB's assets, HMB shall provide written notice to the staff at least sixty (60) days prior to any such merger, asset sale, assignment, or transfer.

19. The CPSC, the staff, and/or HMB may disclose terms of this Consent Agreement and Order to the public.

20. If any provision of this Consent Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Consent Agreement and Order, such provision shall be fully severable. In such event, there shall be added as part of this Consent Agreement and Order a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal, or unenforceable. The rest of the Consent Agreement and Order shall remain in full effect, unless the CPSC determines, after providing HMB with notice and a reasonable opportunity to comment, that severing the provision materially impacts the Cadet Corrective Action Plan. The CPSC determination shall constitute the final agency decision and shall be subject to judicial review, such review to be based upon the record of any such CPSC proceeding and according to law.

21. This Consent Agreement and Order have been negotiated by the parties. HMB is not relying on the advice of the staff, nor anyone associated with the staff, as to legal, tax, or other consequences of any kind arising out of this Consent Agreement and Order, and HMB specifically assumes the risk of all legal, tax, and other consequences.

22. HMB acknowledges that this Consent Agreement and Order have been negotiated between unrelated, sophisticated, and knowledgeable parties acting in their own self-interest and represented by counsel, and the provisions of this Consent Agreement and Order shall not be interpreted or construed against any person or entity because that person or entity or any of its attorneys or representatives drafted or participated in drafting this Consent Agreement and Order.

23. The provisions of this Consent Agreement and Order shall be interpreted in a reasonable manner to effect its purpose to remedy the alleged hazard that the Heaters pose and to resolve potential claims by the CPSC

against HMB with respect to the Heaters.

24. The existence of a dispute between the staff and HMB over any provision of this Consent Agreement and Order shall not excuse, toll, or suspend any obligation or deadline imposed upon HMB under this Consent Agreement and Order, other than the specific provision in dispute.

25. This Consent Agreement and Order shall not be waived, changed, amended, modified, or otherwise altered, except in writing executed by the parties and approved by the CPSC.

26. This Consent Agreement and Order contain the entire agreement, understanding, representation, and interpretation of the parties herein, and nothing else may be used to vary or contradict its terms.

27. HMB's obligations under this Consent Agreement and Order shall terminate when HMB makes the final payment required under Paragraphs 3 and 4 of the Order.

28. HMB makes the monetary payments described in Paragraphs 3 and 4 of the Order solely as restitution to find the Cadet Corrective Action Plan and thereby to settle claims arising out of its alleged distribution of the Heaters. No payment made pursuant to, or referred to in this Consent Agreement and Order is a fine or other penalty paid with respect to any violation of any law or regulation. Payment hereunder does not constitute, nor shall it be construed or treated as, payment in lieu of a fine or other penalty, punitive recovery, or forfeiture.

29. HMB may request appropriate verification from the staff, including record review, of the number of replacement heaters ordered from Cadet under the Cadet Corrective Action Plan. Upon receipt of a request from HMB, the staff shall provide such verification, subject to appropriate protective orders preserving the confidentiality of business records obtained from Cadet. In the event that such verification demonstrates the number of replacement heaters represented by the CPSC to HMB pursuant to Paragraph 5 of the Order to be incorrect, thus rendering HMB's payment into the escrow account incorrect, the staff shall direct the Escrow Agent to refund the overpayment to HMB in the amount of \$0.875 per heater. A dispute as to the proper amount of contingent contribution shall be resolved in accordance with Paragraph 24 of this Consent Agreement.

30. HMB and the staff consent to the entry of the Order attached hereto.

31. Upon provisional acceptance of this Consent Agreement and Order by

the CPSC, this Consent Agreement and Order shall be placed on the public record and shall be published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1115.20(b)(4). If the CPSC does not receive any written request not to accept this Consent Agreement and Order within fifteen (15) calendar days, this Consent Agreement and Order shall be deemed finally accepted on the twentieth (20th) calendar day after the date it is published in the **Federal Register** in accordance with 16 CFR 1115.20(b)(5).

32. Upon final acceptance by the CPSC of this Consent Agreement and Order, the CPSC shall issue the incorporated Order. This Consent Agreement and Order shall become effective upon service of the signed Order upon HMB.

33. The parties have executed two (2) identical copies of this Consent Agreement and the two copies shall be treated as one and the same executed Consent Agreement.

Dated: July 12, 2001.

Howard N. Tarnoff,
Trial Attorney.
Margaret H. Plank,
Trial Attorney.
Eric L. Stone,
Director, Legal Division.
Alan H. Schoem,
Assistant Executive Director, Office of Compliance, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814. Telephone: (301) 504-0626, Facsimile: (301) 504-0359.

Dated: July 23, 2001.

William H. Taylor,
President, HMB Corporation, P.O. Box 15198, Portland, OR 97293. Telephone: (503) 233-5321.

Order

Upon consideration of the Consent Agreement entered into between Respondent HMB Corporation ("HMB") and the staff of the Consumer Product Safety Commission ("the staff") (collectively "the parties") and

The Consumer Product Safety Commission ("the CPSC" or "the Commission") having jurisdiction over the subject matter and HMB;
It is hereby ordered that:

1. The Consent Agreement between HMB and the staff is incorporated herein by reference and accepted, and HMB shall comply with all obligations of the Consent Agreement and this Order.

2. Based on the Consent Agreement, the CPSC finds that the Consent Agreement and this Order are necessary to protect the public from the alleged hazard presented by Cadet's series FW, FX, LX, TK, ZA, and Z in-wall electric heaters, and the functionally identical heaters manufactured and distributed by Cadet under the Encore brand name, including series RX, RLX, RK, RA,

RW, and ZC. These heaters shall hereinafter be collectively referred to as "the Heaters."

3. HMB shall pay into an escrow account (Chase Manhattan Trust Company, National Association, Account #76609060682) established by the staff and Cadet for the purpose of remedying the alleged hazard posed by the heaters ("Escrow Account") the sum of EIGHTY—SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500) upon the CPSC's final acceptance of this Order.

4. HMB shall pay into the Escrow Account contingent contribution(s) of an additional (\$0.875) for every heater in excess of three hundred and fifty thousand (350,000) heaters ordered by consumers on or before February 17, 2002, under the Cadet Consent Agreement and Order, which was approved by the CPSC on July 30, 1999 ("the Cadet Order"). HMB's contingent contribution(s) shall be capped at EIGHTY—SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500). HMB shall pay contingent contributions quarterly within fifteen (15) days of HMB's receipt of written notice from the staff of the number of replacement heaters over 350,000 ordered by consumers on or before February 17, 2002, and shipped by Cadet under the terms of the Cadet Order.

5. The CPSC may authorize the distribution of the monetary payments referred to in Paragraphs 3 and 4 above: (a) To offset expenses directly related to Cadet's CPSC-approved Corrective Action Plan; and/or (b) to otherwise remedy the alleged hazard posed by the Heaters.

6. In addition to any penalty it may incur pursuant to Paragraph 14 of the Consent Agreement, if HMB fails to make timely contributions to the Escrow Account, as required by Paragraphs 4 and 5 of this Order, HMB shall be liable for additional contributions to the Escrow Account. Such additional contributions shall consist of the following:

a. Interest at the percentage rate established by the Department of the Treasury pursuant to 31 U.S.C. 3717, for any period after the due date and

b. A five percent (5%) per month penalty charge if the deposit is not made within thirty (30) days after the due date.

Provisionally accepted and Provisional Order issued on the 29th day of August, 2001.

By order of the commission.

Todd A. Stevenson,
Acting Secretary, Consumer Product Safety Commission.

[FR Doc. 01-22162 Filed 9-4-01; 8:45 am]

BILLING CODE 6355-01-M

DEPARTMENT OF EDUCATION

[CFDA Nos. 84.019A, 84.021A, 84.022A]

Office of Postsecondary Education; Fulbright-Hays Faculty Research Abroad Fellowship Program, Fulbright- Hays Group Projects Abroad Program, and Fulbright-Hays Doctoral Dissertation Research Abroad Fellowship Program

Notice inviting applications for new awards for fiscal year (FY) 2002.

Purpose of Programs: (a) The Faculty Research Abroad Fellowship Program offers opportunities to faculty members of institutions of higher education for research and study in modern foreign languages and area studies.

(b) The Group Projects Abroad Program supports overseas projects in training, research, and curriculum development in modern foreign languages and area studies for groups of teachers, students, and faculty engaged in a common endeavor. Projects may include advanced intensive language projects, short-term seminars, curriculum development, or group research or study.

(c) The Doctoral Dissertation Research Abroad Fellowship Program provides opportunities for graduate students to engage in full-time dissertation research abroad in modern foreign languages and area studies.

Eligible Applicants: (a) Institutions of higher education are eligible to participate in the Faculty Research Abroad Fellowship Program and the Doctoral Dissertation Research Abroad Fellowship Program.

(b) Institutions of higher education, State departments of education, nonprofit private educational organizations, and consortia of these entities are eligible to participate in the Group Projects Abroad Program.

DATES: The dates of availability of applications and the deadlines for the transmittal of applications under each of these competitions are listed in the chart in this notice.

Estimated Available Funds: The Administration has requested for FY 2002 (a) \$1,400,000 for the Faculty Research Abroad Fellowship Program; (b) \$3,459,000 for the Group Projects Abroad Program; and (c) \$3,141,000 for the Doctoral Dissertation Research Abroad Fellowship Program. The actual level of funding, if any, depends on final congressional action. However, we are inviting applications to allow enough time to complete the grant process if Congress appropriates funds for these programs.