

Ascometal did not incur packing costs in either the U.S. or home market. Accordingly, no adjustment was warranted under section 773(a)(6)(A) and (B) of the Act.

#### Currency Conversion

We made currency conversions in accordance with section 773A(a) of the Act based on the exchange rates in effect on the dates of the U.S. sales as certified by the Federal Reserve Bank.

#### Preliminary Results of Review

As a result of this review, we preliminarily determine that the weighted-average dumping margin for the period March 1, 2006, through February 28, 2007, is as follows:

Manufacturer/Exporter	Percent Margin
Ascometal S.A. ....	0.00

#### Disclosure and Public Hearing

The Department will disclose to parties the calculations performed in connection with these preliminary results within five days of the date of publication of this notice. See 19 CFR 351.224(b). Interested parties may submit case briefs not later than 30 days after the date of publication of this notice. See 19 CFR 351.309(c)(1)(ii). Rebuttal briefs, limited to issues raised in the case briefs, may be filed not later than five days after the time limit for filing case briefs. See 19 CFR 351.309(d)(1). Parties who submit case briefs or rebuttal briefs in this proceeding are requested to submit with each argument: 1) a statement of the issue; 2) a brief summary of the argument; and 3) a table of authorities.

Interested parties who wish to request a hearing must submit a written request to the Assistant Secretary for Import Administration, Room 1870, within 30 days of the date of publication of this notice. Requests should contain: 1) the party's name, address and telephone number; 2) the number of participants; and 3) a list of issues to be discussed. See 19 CFR 351.310(c). Issues raised in the hearing will be limited to those raised in the respective case briefs.

The Department will issue the final results of this administrative review, including the results of its analysis of issues raised in any written briefs, not later than 120 days after the date of publication of this notice, pursuant to section 751(a)(3)(A) of the Act.

#### Assessment Rates

The Department shall determine, and CBP shall assess, antidumping duties on all appropriate entries, in accordance with 19 CFR 351.212. The Department

will issue appropriate appraisal instructions for the companies subject to this review directly to CBP 15 days after publication of the final results of this review.

For assessment purposes, we calculated importer-specific *ad valorem* duty assessment rates based on the ratio of the total amount of dumping margins calculated for the examined sales to the total entered value of those same sales. We will instruct CBP to assess antidumping duties on all appropriate entries covered by this review if any importer-specific assessment rate calculated in the final results of this review is above *de minimis* (i.e., at or above 0.50 percent). See 19 CFR 351.106(c)(1). The final results of this review shall be the basis for the assessment of antidumping duties on entries of merchandise covered by this review.

The Department clarified its "automatic assessment" regulation on May 6, 2003. See *Antidumping and Countervailing Duty Proceedings: Assessment of Antidumping Duties*, 68 FR 23954 (May 6, 2003) (*Assessment Policy Notice*). This clarification will apply to entries of subject merchandise during the POR produced by companies included in this review for which the reviewed companies did not know that the merchandise they sold to the intermediary (e.g., a reseller, trading company, or exporter) was destined for the United States. In such instances, we will instruct CBP to liquidate unreviewed entries at the all-others rate if there is no rate for the intermediary involved in the transaction. See *Assessment Policy Notice* for a full discussion of this clarification.

#### Discontinuation of Cash Deposit Requirements

On January 31, 2008, the U.S. International Trade Commission determined, pursuant to section 751(c) of the Act (i.e., as a result of a five-year "sunset" review), that revocation of the antidumping duty order on the subject merchandise would not be likely to lead to continuation or recurrence of material injury to an industry in the United States within a reasonably foreseeable time. See *Stainless Steel Bar From France, Germany, Italy, Korea, and The United Kingdom*, 73 FR 5869 (January 31, 2008). Accordingly, the antidumping duty order on SSB from France was revoked effective March 7, 2007. See *Revocation of Antidumping Duty Orders on Stainless Steel Bar From France, Germany, Italy, South Korea, and the United Kingdom and the Countervailing Duty Order on Stainless Steel Bar From Italy*, 73 FR 7258 (February 7, 2008). As

a result, we have instructed CBP to discontinue collection of cash deposits of antidumping duties on entries of the subject merchandise made on or after March 7, 2007.

#### Notification to Importers

This notice also serves as a preliminary reminder to importers of their responsibility under 19 CFR 351.402(f) to file a certificate regarding the reimbursement of antidumping duties prior to liquidation of the relevant entries during this review period. Failure to comply with this requirement could result in the Secretary's presumption that reimbursement of antidumping duties occurred and the subsequent assessment of double antidumping duties.

This administrative review and notice are published in accordance with sections 751(a)(1) and 777(i)(1) of the Act and 19 CFR 351.221.

Dated: March 25, 2008.

David M. Spooner,

Assistant Secretary for Import Administration.

[FR Doc. E8-6568 File 3-28-08; 8:45 am]

BILLING CODE 3510-DS-S

#### CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 08-C0004]

#### Reebok International Ltd., a 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 Federal Hazardous Substances Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Reebok International Ltd., a corporation, containing a civil penalty of \$1,000,000.00.

**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 April 15, 2008.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 08-C0004, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway,

Room 502, Bethesda, Maryland 20814-4408.

**FOR FURTHER INFORMATION CONTACT:**

Dennis C. Kacoyanis, Trial Attorney, Office of Compliance and Field Operations, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7587.

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

Dated: March 17, 2008.

**Todd A. Stevenson,**  
*Secretary.*

**United States of America Consumer Product Safety Commission**

[CPSC DOCKET NO. 08-C0084]

**In the Matter of Reebok International Ltd., a Corporation**

*Settlement Agreement*

1. This Settlement Agreement ("Agreement") is made by and between the staff ("the staff") of the United States Consumer Product Safety Commission ("the Commission") and Reebok International Ltd. ("Reebok"), a corporation. This Agreement and the incorporated attached Order ("Order") settle the staff's allegations set forth below.

*The Parties*

2. The Commission is an independent federal regulatory agency responsible for the enforcement of the Federal Hazardous Substances Act, 15 U.S.C. 1261-1278, ("FHSA").

3. Reebok is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal corporate office located at 1895 J. W. Foster Boulevard, Canton, MA 02021. Reebok is a manufacturer of athletic footwear and apparel.

*Staff Allegations*

4. Between May 2004 and March 2006, Reebok introduced or caused the introduction into interstate commerce, or received in interstate commerce and delivered or proffered delivery thereof for pay or otherwise approximately 300,000 Heart-Shaped Charm Bracelets ("charm bracelets"). The charm bracelets were provided as free gifts with the purchase of various styles of children's footwear.

5. Reebok failed to take action to ensure that the charm bracelets did not contain toxic levels of lead, thereby creating a risk of lead poisoning and adverse health effects to children.

6. In March 2006, Reebok received a report of the death of a four-year-old child allegedly caused by lead

poisoning. The child reportedly swallowed the charm bracelet's heart-shaped pendant. Reebok immediately reported to the Commission.

7. In March 2006, the Commission staff obtained samples of the charm bracelets, which were tested at the CPSC Laboratory. The test results demonstrated that certain components of the charm bracelets contained a total lead content from 78 to 93 percent and accessible lead from 3,441 to 9,856 micrograms of lead. These levels of lead are "toxic" within the meaning of the FHSA.

8. The charm bracelets are a hazardous substance because they are toxic and may cause substantial personal injury or substantial illness during or as a proximate result of any customary foreseeable handling or use, including reasonably foreseeable ingestion by children. Accordingly, the charm bracelets are hazardous substances under section 2(f)(1)(A) of the FHSA, 15 U.S.C. 1261(f)(1)(A).

9. The charm bracelets were marketed with children's footwear and were intended for use by children. Therefore, the charm bracelets constitute banned hazardous substances under section 2(q)(1)(A) of the FHSA, 15 U.S.C. 1261(q)(1)(A).

10. Reebok knowingly introduced or delivered for introduction into interstate commerce, or caused such acts, or received in interstate commerce and delivered or proffered delivery thereof for pay or otherwise or caused such acts, with respect to the aforesaid banned hazardous charm bracelets, as the term "knowingly" is defined in section 5(c)(5) of the FHSA, 15 U.S.C. 1264(c)(5), in violation of section 4(a) and (c) of the FHSA, 15 U.S.C. 1263(a) and (c).

11. Pursuant to section 5(c)(1) of the FHSA, 15 U.S.C. 1264(c)(1), Reebok is subject to civil penalties for the aforementioned violation.

*Reebok's Response*

12. Reebok denies the staff's allegations that it violated the FHSA as set forth in paragraphs 4 through 11 above.

*Agreement of the Parties*

13. Under the FHSA, the Commission has jurisdiction over this matter and over Reebok.

14. In settlement of the staff's allegations, Reebok shall pay a civil penalty in the amount of one million dollars (\$1,000,000.00) within twenty (20) calendar days of service of the final Order of the Commission. This payment shall be made by check payable to the order of the United States Treasury.

15. The parties enter into this Agreement for settlement purposes only. The Agreement does not constitute an admission by Reebok or a determination by the Commission that Reebok knowingly violated the FHSA.

16. Upon provisional acceptance of this Agreement, the Agreement shall be placed on the public record and be published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1118.20(e). If the Commission does not receive any written request not to accept the Agreement within 15 days, the Agreement shall be deemed finally accepted on the 16th calendar day after the date it is published in the **Federal Register** in accordance with 16 CFR 1118.20(f).

17. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Reebok knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (i) An administrative or judicial hearing, (ii) judicial review or other challenge or contest of the validity of the Commission's actions, (iii) a determination by the Commission as to whether Reebok failed to comply with the FHSA, (iv) a statement of findings of fact or conclusions of law, and (v) any claims under the Equal Access to Justice Act.

18. This Agreement and Order resolves the staff's allegations contained in paragraphs 4 through 11 herein. Upon final acceptance of this Agreement by the Commission and issuance of the final Order, the Commission and those acting on its behalf agree not to initiate any civil penalty action against Reebok based on the aforementioned allegations under the FHSA, 15 U.S.C. 1261-1278 or the Consumer Product Safety Act, 15 U.S.C. 2051-2084.

19. The Commission may publicize the terms of the Agreement and Order.

20. The Agreement and Order shall apply to, and be binding upon Reebok and each of its successors and assigns.

21. The Commission issues the Order under the provisions of the FHSA, 15 U.S.C. 1264(c)(4), and a violation of this Order may subject Reebok to appropriate legal action.

22. This Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretations made outside of this Agreement and Order may not be used to vary or contradict its terms.

23. This Agreement shall not be waived, changed, amended, modified, or otherwise altered without written agreement thereto executed by the party

against whom such amendment, modification, alteration, or waiver is sought to be enforced.

24. If after the effective date hereof, any provision of this Settlement Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and Order, such provision shall be fully severable. The balance of the Agreement and Order shall remain in full effect, unless the Commission and Reebok agree that severing the provision materially changes the purpose of the Settlement Agreement and Order.

25. Pursuant to section 6(b) of the Interim Delegation of Authority ordered by the Commission on February 1, 2008, the Commission delegated to the Assistant Executive Director for Compliance and Field Operations the authority to act, with the concurrence of the General Counsel, for the Commission under 16 CFR 1118.20 with respect to Staff allegations that Reebok and affiliated entities violated 15 U.S.C. 1263 and are therefore subject to civil penalties under 15 U.S.C. 1264.

Reebok International Ltd.

Dated: March 12, 2008.

Joseph W. Keane, *Chief Financial Officer*  
Reebok International Ltd., 1895 J. W.  
Foster Boulevard Canton, MA 02021.

Dated: March 12, 2008.

Peter L. Winik, *Esquire*, Latham & Watkins  
LLP, 555 Eleventh Street, NW.,  
Washington, DC 20004-1304 Attorneys  
for Reebok International Ltd.

U.S. Consumer Product Safety Commission.

John Gibson Mullan, *Assistant Executive  
Director, Office of Compliance and Field  
Operations U. S. Consumer Product,  
Safety Commission, 4330 East West  
Highway Bethesda, MD 20814,*  
Ronald O. Yelenik, *Acting Director, Legal  
Division.*

Office of Compliance and Field Operations.

Dated: March 12, 2008.

Dennis C. Kacoyanis, *Trial Attorney, Legal  
Division, Office of Compliance and Field  
Operations.*

#### **United States of America Consumer Product Safety Commission**

[CPSC DOCKET NO. 08-C0004]

#### **In the Matter of Reebok International Ltd., a Corporation**

#### **Order**

Upon consideration of the Settlement Agreement entered into between Reebok International Ltd. ("Reebok") and the staff of the Consumer Product Safety Commission ("the Commission"); and the Commission having jurisdiction over the subject matter and Reebok; and pursuant to the authority delegated in section 6(b) of the Interim Delegation of

Authority ordered by the Commission on February 1, 200; 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 Reebok shall pay a civil penalty of one million dollars (\$1,000,000.00). This payment shall be made by check payable to the order of the United States Treasury within (20) calendar days of service of the final Order of the Commission upon Reebok. Upon the failure of Reebok to make full payment in the prescribed time, interest on the outstanding balance shall accrue and be paid at the federal rate of interest under the provisions of 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 17th day of March, 2008.

By Order of the Commission.

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

[FR Doc. E8-6407 Filed 3-28-08; 8:45 am]

**BILLING CODE 6355-01-M**

#### **DEPARTMENT OF DEFENSE**

#### **Office of the Secretary**

[Docket No. DoD-2007-OS-0093]

#### **Submission for OMB Review; Comment Request**

**ACTION:** Notice.

The Department of Defense has submitted to OMB for clearance, the following proposal for collection of information under the provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35).

**DATES:** Consideration will be given to all comments received by April 30, 2008.

**Title, Form, and OMB Number:**  
"Department of Defense Security Agreement" "Appendage to Department of Defense Security Agreement"  
"Certificate Pertaining to Foreign Interests"; DD Forms 441, 441-1 and SF 328; OMB Control Number 0704-0194.

**Type of Request:** Revision.  
**Number of Respondents:** 2,641.  
**Responses per Respondent:** 2.  
**Annual Responses:** 5,282.  
**Average Burden per Response:** 1.56 hours.

**Annual Burden Hours:** 8,240.  
**Needs and Uses:** Executive Order (EO) 12829, "National Industrial Security Program (NISP)" stipulates that the Secretary of Defense shall serve as the Executive Agent for inspecting and monitoring the contractors, licensees, and grantees who require or will require

access to or who store or will store classified information; and for determining the eligibility for access to classified information of contractors, licensees, and grantees and their respective employees. The specific requirements necessary to protect classified information released to private industry are set forth in DoD 5200.22-M. "National Industrial Security Program Operating Manual (NISPOM)." Respondents must execute DD Form 441, "Department of Defense Security Agreement," which is the initial contract between industry and the government. This legally binding document details the responsibility of both parties and obligates the contractor to fulfill requirements outlined in DoD 5220.22-M. The DD Form 441-1, "Appendage to Department of Defense Security Agreement," is used to extend the agreement to branch offices of the contractor. SF Form 328, "Certificate Pertaining to Foreign Interests" must be submitted to provide certification regarding elements of Foreign Ownership, Control or Influence (FOCI) as stipulated in paragraph 2-302b of the DoD 5220.22-M.

**Affected Public:** Business or other for-profit; not-for-profit institutions; state, local, or tribal government.

**Frequency:** On occasion.

**Respondent's Obligation:** Required to obtain or retain benefits.

**OMB Desk Officer:** Ms. Sharon Mar.

Written comments and recommendations on the proposed information collection should be sent to Ms. Mar at the Office of Management and Budget, Desk Officer for DoD, Room 10236, New Executive Office Building, Washington, DC 20503. Comments may be e-mailed to Ms. Mar at [Sharon\\_Mar@omb.eop.gov](mailto:Sharon_Mar@omb.eop.gov).

You may also submit comments, identified by docket number and title, by the following method:

- Federal eRulemaking Portal: <http://www.regulations.gov>. Follow the instructions for submitting comments.

**Instructions:** All submissions received must include the agency name, docket number and title for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available for public viewing on the Internet at <http://www.regulations.gov> as they are received without change, including any personal identifiers or contact information.

**DOD Clearance Officer:** Ms. Patricia Toppings.

Written requests for copies of the information collection proposal should be sent to Ms. Toppings at WHS/ESD/