being considered as a result of public comment on the plan.

Written comments may be sent to Independence National Historical Park, 313 Walnut Street, Philadelphia, Pennsylvania 19106.

Dated: August 20, 1996.

Warren D. Beach,

Associate Field Director, Northeast Field Area.

[FR Doc. 96–22330 Filed 8–30–96; 8:45 am]

BILLING CODE 4310–70–M

AGENCY FOR INTERNATIONAL DEVELOPMENT

Submission for OMB Emergency Review; Comment Request

U.S. Agency for International Development has submitted the following information collection (ICR), utilizing emergency review procedures, to the Office of Management Budget (OMB) for review and clearance accordance with the Paperwork Reduction Act of 1995 (P.L. 104–13, 44 U.S.C. Chapter 35). OMB approval has been requested by September 20, 1996. A copy of this ICR, with applicable supporting documentation, may be obtained by calling Mary Ann Ball, M/AS/ISS, (202) 736–4743 or via email MABall@USAID.GOV.

Written comments and questions about ICR listed below should be forwarded to Victoria Wassmer, OMB Desk Officer, Room 10202, New Executive Office Building, Washington, D.C. 20503.

The Office of Management and Budget is particularly interested in comments which: (a) Evaluate whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility; (b) Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used; (c) Enhance the quality, utility, and clarity of the information to be collected; and (d) Minimize the burden of the collection of information on the respondents, including the use of automated collection techniques or other forms of information technology.

SUPPLEMENTARY INFORMATION:

Title: Financial Status Report.

OMB Number: None.

Type of Review: New Collection.

Description: USAID for Eastern Europe and Newly Independent States (ENI), requests a class deviation from 22 CFR 226.52 concerning the use of standard forms 269–269A and 272/272A for financial reporting. 22 CFR 226.52(b)(1) states that ''when additional information is needed to comply with legislative requirements, USAID shall issue instructions to require recipients to submit such information in the ''remarks'' section that is not legislatively required and, therefore seeks a class deviation to the statute from the Office of Management and Budget (OMB) in accordance with 22 CFR 2276.4. The ENI Bureau wants to require that grant and cooperative agreement recipients working in multiple countries submit expenditure reports by country.

ANNUAL REPORTING BURDEN:

Number of Respondents: 80.

Total Annual Responses: 640.

Total Annual Hours requested: 320.

Dated: August 13, 1996.

Genease E. Pettigrew,

Chief, Information Support Services Division, Office of Administrative Services, Bureau of Management.

[FR Doc. 96–22389 Filed 8–30–96; 8:45 am]

BILLING CODE 6116–01–M

DEPARTMENT OF JUSTICE

Antitrust Division

United States v. Universal Shippers Association, Inc.; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the Eastern District of Virginia in *United States* v. *Universal Shippers Association, Inc.*, Civil No. 96–1154–A as to Universal Shippers Association, Inc.

The Complaint alleges that the defendant and Lykes Bros. Steamship Co., Inc. entered into a contract containing an ''automatic rate differential clause,'' which required Lykes to charge competing shippers of wine and spirits from Europe to the United States rates for ocean transportation services that were at least 5% higher than Universal's for any lesser volume of cargo. This clause required maintenance of a 5% differential in favor of Universal at all times, thereby placing shippers who compete with Universal at a competitive disadvantage.

The proposed Final Judgment enjoins the defendant from maintaining, agreeing to, or enforcing an automatic rate differential clause in any of its contracts, and also requires defendant to establish an antitrust compliance program.

Public comment on the proposed Final Judgment is invited within the statutory 60-day comment period. Such comments and responses thereto will be published in the Federal Register and filed with the Court. Comments should be directed to Roger W. Fones, Chief, Transportation, Energy and Agriculture Section, Suite 500, U.S. Department of Justice, Antitrust Division, 325 Seventh Street, N.W., Washington, D.C. 20530 (telephone: 202/307–6351).

Rebecca P. Dick,

Deputy Director, Office of Operations, Antitrust Division.

Stipulation

It is stipulated by and between the undersigned parties, by their respective attorneys that:

1. The Court has jurisdiction over the subject matter of this action and over each of the parties thereto, and venue of this action is proper in the Eastern District of Virginia;

2. The parties consent that a Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. § 16), and without further notice to any party or other proceedings, provided that Plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the Court;

3. In the event Plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatsoever, and the making of this Stipulation shall be without prejudice to any party in this or in any other proceeding.

This 22nd day of August, 1996.

For the Plaintiff United States of America:

Roger W. Fones,

Chief, Transportation, Energy and Agriculture Section.

Donna N. Kooperstein,

Assistant Chief, Transportation, Energy and Agriculture Section.

Michele B. Cano,

Attorney, Transportation, Energy and Agriculture Section.

Dennis E. Szybala,

Assistant United States Attorney V.S.B. # 22785.

For the Defendant Universal Shippers Association, Inc.:

Ronald N. Cobert, Esquire,

Grove, Jaskiewicz and Cobert, Suite 400, 1730 M Street, N.W., Washington, D.C. 20036–4579.

Final Judgment

Plaintiff, United States of America, filed its Complaint on August 22, 1996. United States of America and Universal Shippers Association, Inc., by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment shall not be evidence against nor an admission by any party with respect to any issue of fact or law. Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties, it is hereby

Ordered, Adjudged, and Decreed, as follows:

I

Jurisdiction

This Court has jurisdiction over the subject matter of this action and over each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II

Definitions

As used herein, the term:

(A) *Automatic rate differential clause* means any provision in a contract the defendant has with an ocean common carrier or conference that requires the ocean common carrier or conference to maintain a differential in rates, whether expressed as a percentage or as a specific amount, between rates charged by the ocean common carrier or conference to the defendant under the contract and rates charged by the ocean common carrier or conference to any other shipper of the same or competing commodities for lesser volumes.

(B) *Contract* means any contract for the provision of ocean liner transportation services, including a service contract. ''Contract'' does not include any contract for charter services or for ocean common carriage provided at a tariff rate filed pursuant to 46 U.S.C. App. § 1707.

(C) *Conference* means an association of ocean common carriers permitted, pursuant to an approved or effective agreement, to engage in concerted activity and to utilize a common tariff in accordance with 46 U.S.C. App. § 1701, et seq.

(D) *Defendant* means Universal Shippers Association, Inc., each of its predecessors, successors, divisions, and subsidiaries, each other person directly or indirectly, wholly or in part, owned or controlled by it, and each partnership or joint venture to which any of them is a party, and all present and former employees, directors, officers, agents, consultants or other persons acting for or on behalf of any of them.

(E) *Service contract* means any contract between a shipper and an ocean common carrier or conference in which the shipper makes a commitment to provide a certain minimum quantity of cargo over a fixed time period, and the ocean common carrier or conference commits to a certain rate or rate schedule as well as a defined service level.

(F) *Shipper* means the owner of cargo transported or the person for whose account the ocean transportation of cargo is provided or the person to whom delivery of cargo is made; ''shipper'' also means any group of shippers, including a shippers' association.

(G) *Shippers' association* means a group of shippers that consolidates or distributes freight on a nonprofit basis for the members of the group in order to secure carload, truckload, or other volume rates or service contracts.

III

Applicability

(A) This Final Judgment applies to the defendant, and to each of its subsidiaries, successors, assigns, officers, directors, employees, and agents.

IV

Prohibited Conduct

Defendant is restrained and enjoined from maintaining, adopting, agreeing to, abiding by, or enforcing an automatic rate differential clause in any contract.

V

Nullification

Any automatic rate differential clause in any of defendant's contracts shall be null and void by virtue of this Final Judgment. Promptly upon entry of this Final Judgment, defendant shall notify in writing each ocean common carrier or conference with whom defendant has a contract containing an automatic rate differential clause that this Final Judgment prohibits such clause.

VI

Compliance Measures

Defendant is ordered:

(A) To send, promptly upon entry of this Final Judgment, a copy of this Final Judgment to each ocean common carrier or conference whose contract with defendant contains an automatic rate differential clause;

(B) To provide a copy of this Final Judgment to each director and officer at the time they take office, and to those employees that negotiate contracts, and to maintain a record or log of signatures of those persons that they received, read, understand to the best of their ability, and agree to abide by this Final Judgment and that they have been advised and understand that noncompliance with the Final Judgment may result in disciplinary measures and also may result in conviction of the person for criminal contempt of court;

(C) To maintain an antitrust compliance program which shall include an annual briefing of the defendant's Board of Directors, officers and non-clerical employees on this Final Judgment and the antitrust laws.

VII

Plaintiff Access

(A) To determine or secure compliance with this Final Judgment and for no other purpose, duly authorized representatives of the plaintiff shall, upon written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(1) Access during the defendant's office hours to inspect and copy all documents in the possession or under the control of the defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and

(2) Subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers, employees or agents of the defendant, who may have counsel present, regarding such matters.

(B) Upon the written request of the Assistant Attorney General in charge of the Antitrust Division made to the defendant's principal office, the

defendant shall submit such written reports, under oath if requested, relating to any matters contained in this Final Judgment as may be reasonably requested, subject to any legally recognized privilege.

(C) No information or documents obtained by the means provided in Section VIII shall be divulged by the plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

(D) If at the time information or documents are furnished by the defendant to plaintiff, the defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendant marks each pertinent page of such material, ''Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure,'' then 10 days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendant is not a party.

VIII

Further Elements of the Final Judgment

(A) This Final Judgment shall expire ten years from the date of entry.

(B) Jurisdiction is retained by this Court for the purpose of enabling the parties to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

(C) Entry of this Final Judgment is in the public interest.

Dated: _____.

_____

United States District Judge

Competitive Impact Statement

Pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h), the United States submits this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry against and with the consent of defendant Universal Shippers Association, Inc. (''Universal'') in this civil proceeding.

I

Nature and Purpose of the Proceeding

On August 22, 1996, the United States filed a civil antitrust Complaint alleging that Universal Shippers Association, Inc. (''Universal'') entered into an agreement with an ocean common carrier that unreasonably restrains competition for ocean transportation services in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

On the same date, the United States and Universal filed a Stipulation by which they consented to the entry of a proposed Final Judgment designed to undo the challenged agreement and prevent any recurrence of such agreements in the future.

Entry of the proposed Final Judgment will terminate this action, except that the Court will retain jurisdiction over the matter for any further proceedings that may be required to interpret, enforce or modify the Judgment or to punish violations of any of its provisions.

II

Practices Giving Rise to the Alleged Violation

Defendant Universal is a Delaware corporation with its principal place of business in Bedford, Virginia. A shippers' association is a group of ocean transportation customers (''shippers'') that consolidates or distributes freight for its members on a nonprofit basis in order to secure volume discounts. Universal is itself a shippers' association and is composed of member shippers' associations and large independent distillers that ship their own products. Universal accounts for about half of the wine and spirits carried across the North Atlantic.

Prices in the ocean shipping industry are not set in a vigorously competitive market. The ocean shipping industry is comprised of both conference and independent ocean common carriers. A conference is a legal cartel of ocean common carriers; its members receive immunity from the antitrust laws (46 U.S.C. App. § 1701, *et seq.*, ''1984 Shipping Act'') to agree on prices and engage in other otherwise illegal concerted activity. There are over 15 carriers that serve the North Atlantic trade between the United States and Europe, but the majority of these are members of the Trans-Atlantic Conference Agreement (''TACA''). TACA is a conference that has received antitrust immunity to jointly fix prices and limit capacity in the North Atlantic trade. Their prices are set forth in tariffs filed with the Federal Maritime Commission (''FMC'') and are available to all shippers. Lykes Bros. Steamship Co., Inc. (''Lykes'') is not a member of TACA. Lykes is an ocean common carrier that provides ocean transportation services for cargo worldwide, including services in the North Atlantic trade between the United States and Northern Europe. It operates as an independent carrier in the North Atlantic, offering transportation services to all shippers at tariff prices that it sets independently. In trades with a significant conference, such as the North Atlantic trade, independents as well as the conference possess some degree of market power over freight rates because there are relatively few separate sellers.

Under the 1984 Shipping Act, independent carriers or conferences may enter into service contracts with shippers or shippers' associations. In a service contract, a shipper or shippers' association commits to provide a certain minimum quantity of cargo over a fixed period, and the ocean carrier or conference commits to a certain price schedule based on that volume. Service contract prices are typically lower than the tariff prices.[1]

Universal entered into a service contract with Lykes on or about October 26, 1993, for the ocean transportation of wine and spirits from Northern Europe to the United States. The Lykes/Universal contract contained the following ''automatic rate differential clause'':

> Carrier guarantees that rates and charges in this Contract shall at all times be at least 5% lower than any other tariff, Time Volume or other service contract rates for similar commodities at a lesser volume and essentially similar transportation service. As necessary, Carrier shall reduce rates/charges in this Contract as necessary to honor this guarantee, promptly informing the Association and the FMC.

This clause requires Lykes to charge competing shippers or shippers' associations that purchase lesser volumes than Universal a rate that is at least 5% higher than Universal's.

Other shippers and shippers' associations compete with Universal and its members for importing wines and spirits into the United States. Universal's competitors seek to minimize their costs by, *inter alia*, obtaining the lowest possible rates for the ocean transportation of wine and

[1] Independent carriers and conferences may also enter into service contracts with non-vessel operating common carriers (''NVOCCs''). An NVOCC offers transportation services to shippers but does not operate the vessels. NVOCCs typically consolidate the freight of small shippers and then arrange for carriage of the consolidated freight.

spirits. But the automatic rate differential clause limited Lykes' incentive to offer to Universal's competitors transportation rates as favorable as Lykes could otherwise offer. To comply with the clause, Lykes must either offer these shippers prices that are at least 5% higher than the prices in Universal's service contract, or it must lower Universal's price for *all* of Universal's service contract shipments in order to maintain the 5% differential. The latter is not an attractive alternative for Lykes, given Universal's volume. And in either case, Universal's competitors pay prices 5% higher than Universal—regardless of Lykes' cost of providing them with transportation—which adversely affects their ability to compete with Universal.

Where there are few separate sellers, as is the case here, an automatic rate differential clause in effect places a tax on the buyer's competitors. There is a danger that this tax will protect the buyer from competition from firms whose costs may otherwise be lower than its own, thus erecting barriers to competition. It is the raising of these barriers to competition with Universal, which already has a substantial market presence, that constitutes the unreasonable restraint of trade in this case.

III

Explanation of the Proposed Final Judgment

The Plaintiff and Universal have stipulated that the Court may enter the proposed Final Judgment after compliance with the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16 (b)–(h). The proposed Final Judgment provides that its entry does not constitute any evidence against or admission of any party concerning any issue of fact or law.

Under the provisions of Section 2(e) of the Antitrust Procedures and Penalties Act 15 U.S.C. § 16(e), the proposed Final Judgment may not be entered unless the Court finds that entry is in the public interest. Section VIII(C) of the proposed Final Judgment sets forth such a finding.

The proposed Final Judgment is designed to eliminate the automatic differential clause from defendant's contracts for the provision of ocean liner transportation services with ocean common carriers or conferences. Under Section IV of the proposed Final Judgment, Universal is restrained and enjoined from maintaining, adopting, agreeing to, abiding by, or enforcing an automatic rate differential clause in any contract with an ocean common carrier or conference. Section VIII(A) of the proposed Final Judgment provides for a term of ten years. Section V nullifies any automatic rate differential clauses currently in effect in any of Universal's contracts with an ocean common carrier or conference.

Section VI(A) of the proposed Final Judgment requires Universal to send a copy of the Final Judgment to each ocean common carrier whose contract with Universal contains an automatic rate differential clause. Section IV(B) requires Universal to provide a copy of the Final Judgment to each director and officer at the time they take office, and to those employees that negotiate contracts for the provision of ocean liner transportation services, and to maintain a record and log of those signatures that they received, read, understand, and agree to abide by the Final Judgment. Section VI also obligates Universal to maintain an antitrust compliance program that meets the obligations specified in Section VI(C). In addition, Section VII of the Final Judgment sets forth a series of measures by which the plaintiff may have access to information needed to determine or secure Universal's compliance with the Final Judgment.

The relief in the proposed Final Judgment removes the contractual clause that requires the ocean common carrier or conference to place in essence a 5% ''tax'' on the shipping costs of Universal's competitors. It restores to Universal's competitors the ability to compete for the lowest shipping prices.

IV

Alternative to the Proposed Final Judgment

The alternative to the proposed Final Judgment would be a full trial on the merits of the case. In the view of the Department of Justice, such a trial would involve substantial costs to both the United States and Universal and is not warranted because the proposed Final Judgment provides relief that will fully remedy the violations of the Sherman Act alleged in the United States' Complaint.

V

Remedies Available to Private Litigants

Section 4 of the Clayton Act, 15 U.S.C. § 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damage suffered, as well as costs and reasonable attorney's fees. Entry of the proposed Final Judgment will neither impair nor assist in the bringing of such actions. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. § 16(a), the proposed Final Judgment has no *prima facie* effect in any subsequent action that may be brought against the defendant in this matter.

VI

Procedures Available for Modification of the Proposed Final Judgment

As provided by the Antitrust Procedures and Penalties Act, any person believing that the proposed Judgment should be modified may submit written comments to Roger W. Fones, Chief; Transportation, Energy, and Agriculture Section; Department of Justice, Antitrust Division; Liberty Place Building, Suite 500; 325 Seventh Street, N.W.; Washington, D.C. 20530, within the 60-day period provided by the Act. Comments received, and the Government's responses to them, will be filed with the Court and published in the Federal Register. All comments will be given due consideration by the Department of Justice, which remains free, pursuant to Paragraph 2 of the Stipulation, to withdraw its consent to the proposed Final Judgment at any time before its entry if the Department should determine that some modification of the Judgment is warranted in the public interest. The proposed Judgment itself provides that the Court will retain jurisdiction over this action, and that the parties may apply to the Court for such orders as may be necessary or appropriate for the modification, interpretation, or enforcement of the Judgment.

VII

Determinative Documents

No materials and documents of the type described in Section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b), were considered in formulating the proposed Judgment, consequently, none are filed herewith.

Dated: August 22, 1996.

Respectfully submitted,

Michele B. Cano,

Attorney, Antitrust Division, U.S. Department of Justice, 325 Seventh Street, N.W., Suite 500, Washington, D.C. 2530, (202) 307–0813.

Dennis E. Szybala,

Assistant United States Attorney, V.S.B. #22785.

Certificate of Service

I hereby certify that, on this day August 22, 1996, I have caused to be served, by hand delivery, a copy of the foregoing Complaint, Stipulation, proposed Final Judgment, and Competitive Impact Statement on counsel for Universal Shippers

Association, Inc. at the address below: Ronald N. Cobert, Esq., Grove, Jaskiewicz and Cobert, 1730 M Street, N.W., Suite 400, Washington, D.C. 20036–4579.

Michele B. Cano,

United States Department of Justice, Antitrust Division, 325 Seventh Street, N.W., Suite 500, Washington, D.C. 20530.

[FR Doc. 96–22274 Filed 8–30–96; 8:45 am]

BILLING CODE 4410–01–M

Notice Pursuant to the National Cooperative Research and Production Act of 1993—The ATM Forum

Notice is hereby given that, on August 1, 1996, pursuant to § 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. § 4301 *et seq.* (''the Act''), the ATM Forum (''Forum'') has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing changes in its membership. The notifications were filed for the purpose of extending the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Specifically, the changes are as follows: CYLINK Corporation, Sunnyvale, CA; California Eastern Labs, Santa Clara, CA; Canon, Inc., Tokyo, JAPAN; Global One, Reston, VA; Lucent Technologies, Holmdel, NJ; Netro Corporation, Santa Clara, CA; and Vebacom, Koln, GERMANY have been added to the venture. Company name changes include the following: ABB HAFO to Mitel Semiconductor AB; Anritsu Wiltron to Anritsu Corporation; and Cellstream Networks to Sentient Networks. Stratacom has withdrawn from the venture. The following members have changed from auditing members to principal members: Coreel Microsystems; Olivetti Research; and UNI Inc.

No changes have been made in the planning activities of the Forum. Membership remains open, and the members intend to file additional written notifications disclosing all changes in membership.

On April 19, 1993, the Forum filed its original notification pursuant to § 6(a) of the Act. The Department of Justice published a notice in the Federal Register pursuant to § 6(b) of the Act on June 2, 1993 (58 FR 31415). The last notification was filed on May 3, 1996. The Department of Justice published a notice in the Federal Register on June 3, 1996 (61 FR 27935).

Constance K. Robinson,

Director of Operations, Antitrust Division.

[FR Doc. 96–22273 Filed 8–30–96; 8:45 am]

BILLING CODE 4410–01–M

Drug Enforcement Administration

Importation of Controlled Substances; Notice of Application

Pursuant to Section 1008 of the Controlled Substances Import and Export Act (21 U.S.C. 958(i)), the Attorney General shall, prior to issuing a registration under this Section to a bulk manufacturer of a controlled substance in Schedule I or II and prior to issuing a regulation under Section 1002(a) authorizing the importation of such a substance, provide manufacturers holding registrations for the bulk manufacture of the substance an opportunity for a hearing.

Therefore, in accordance with Section 1311.42 of Title 21, Code of Federal Regulations (CFR), notice is hereby given that on July 16, 1996, Calbiochem-Novabiochem Corporation, 10394 Pacific Center Court, Attn: Receiving Inspector, San Diego, California 92121–4340, made application to the Drug Enforcement Administration to be registered as an importer of the basic classes of controlled substances listed below:

Drug	Schedule
Tetrahydrocannabinols (7370)	I
Mescaline (7381)	I

Drug	Schedule
Amphetamine (1100)	II
Phencyclidine (7471)	II
Phenylacetone (8501)	II
Cocaine (9041)	II

The firm plans to import small quantities of the listed controlled substances to make reagents for distribution to the biomedical research community.

Any manufacturer holding, or applying for, registration as a bulk manufacturer of these basic classes of controlled substances may file written comments on or objections to the application described above and may, at the same time, file a written request for a hearing on such application in accordance with 21 CFR 1301.54 in such form as prescribed by 21 CFR 1316.47.

Any such comments, objections, or requests for a hearing may be addressed to the Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration, United States Department of Justice, Washington, D.C. 20537, Attention: DEA Federal Register Representative (CCR), and must be filed no later than (30 days from publication).

This procedure is to be conducted simultaneously with and independent of the procedures described in 21 CFR 1311.42 (b), (c), (d), (e), and (f). As noted in a previous notice at 40 FR 43745–46 (September 23, 1975), all applicants for registration to import basic classes of any controlled substances in Schedule I or II are and will continue to be required to demonstrate the Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration that the requirements for such registration pursuant to 21 U.S.C. 958(a), 21 U.S.C. 823(a), and 21 CFR 1311.42 (a), (b), (c), (d), (e), and (f) are satisfied.

Dated: August 21, 1996.

Gene R. Haislip,

Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration.

[FR Doc. 96–22353 Filed 8–30–96; 8:45 am]

BILLING CODE 4410–09–M

Importation of Controlled Substances; Notice of Application

Pursuant to Section 1008 of the Controlled Substances Import and Export Act (21 U.S.C. 958(i)), the Attorney General shall, prior to issuing a registration under this Section to a bulk manufacturer of a controlled substance in Schedule I or II and prior to issuing a regulation under Section 1002(a) authorizing the importation of such a substance, provide manufacturers holding registrations for the bulk manufacture of the substance an opportunity for a hearing.

Therefore, in accordance with Section 1311.42 of Title 21, Code of Federal Regulations (CFR), notice is hereby given that on July 25, 1996, Radian International LLC, 8501 North Mopac Blvd., P.O. Box 201088, Austin, Texas 78720, made application to the Drug Enforcement Administration to be registered as an importer of the basic classes of controlled substances listed below:

Drug	Schedule
3,4-Methylenedioxy-N-ethylamphetamine (7404).	I