

authorized the Committee to determine whether particular yarns or fabrics cannot be supplied by the domestic industry in commercial quantities in a timely manner under the AGOA.

On February 28, 2002, the Committee received a request alleging that certain fabrics, listed below, for use in trousers, shorts, skirts, dresses, handkerchiefs, dressing gowns, boxer shorts, and other apparel, cannot be supplied by the domestic industry in commercial quantities in a timely manner under the AGOA. It requested that apparel articles from such fabrics be eligible for preferential treatment under the AGOA. On March 8, 2002, the Committee requested public comment on the petition (67 FR 10682). On March 26, 2002, the Committee and the U.S. Trade Representative (USTR) sought the advice of the Industry Sector Advisory Committee for Wholesaling and Retailing and the Industry Sector Advisory Committee for Textiles and Apparel. On March 26, 2002, the Committee and USTR offered to hold consultations with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate (collectively, the Congressional Committees). On April 11, 2002, the U.S. International Trade Commission provided advice on the petition. Based on the information and advice received and its understanding of the industry, the Committee determined that the fabrics set forth in the request cannot be supplied by the domestic industry in commercial quantities in a timely manner. On June 14, 2002, the Committee and USTR submitted a report to the Congressional Committees that set forth the action proposed, the reasons for such action, and advice obtained. A period of 60 calendar days since this report was submitted has expired, as required by the AGOA.

The Committee hereby designates as eligible for preferential treatment under subheading 9819.11.24 of the HTSUS, the following apparel articles, that are both cut and sewn or otherwise assembled in one or more eligible beneficiary sub-Saharan African countries, from the fabrics set forth below not formed in the United States, provided that all other fabrics are wholly formed in the United States from yarns wholly formed in the United States, that are imported directly into the customs territory of the United States from an eligible beneficiary sub-Saharan African country.

An "eligible beneficiary sub-Saharan African country" means a country which the President has designated as a beneficiary sub-Saharan African country under section 506A of the Trade Act of

1974 (19 U.S.C. 2466a) and which has been the subject of a finding, published in the Federal Register, that the country has satisfied the requirements of section 113 of the AGOA (19 U.S.C. 3722) and resulting in the enumeration of such country in U.S. note 1 to subchapter XIX of chapter 98 of the HTSUS.

Fabrics named in the request:

- (a) Fabrics of subheadings 5208.21, 5208.22, 5208.29, 5208.31, 5208.32, 5208.39, 5208.41, 5208.42, 5208.49, 5208.51, 5208.52 or 5208.59, of average yarn number exceeding 135 metric;
- (b) Fabrics of subheadings 5513.11 or 5513.21, not of square construction, containing more than 70 warp ends and filling picks per square centimeter, of average yarn number exceeding 135 metric;
- (c) Fabrics of subheadings 5210.21 or 5210.31, not of square construction, containing more than 70 warp ends and filling picks per square centimeter, of average yarn number exceeding 135 metric;
- (d) Fabrics of subheadings 5208.22 or 5208.32, not of square construction, containing more than 75 warp ends and fillings picks per square centimeter, of average yarn number exceeding 135 metric;
- (e) Fabrics of subheadings 5407.81, 5407.82 or 5407.83, weighing less than 170 grams per square meter, having a dobby weave created by a dobby attachment, of average yarn number exceeding 135 metric;
- (f) Fabrics of subheadings 5208.42 or 5208.49, not of square construction, containing more than 85 warp ends and filling picks per square centimeter, of average yarn number exceeding 85 metric, or exceeding 135 metric if the fabric is of oxford construction (a modified basket weave with a large filling yarn having no twist woven under and over two single, twisted warp yarns);
- (g) Fabrics of subheading 5208.51, of square construction, containing more than 75 warp ends and filling picks per square centimeter, made with single yarns, of average yarn number 95 or greater metric;
- (h) Fabrics of subheading 5208.41, of square construction, with a gingham pattern, containing more than 85 warp ends and filling picks per square centimeter, made with single yarns, of average yarn number 135 or greater metric, and characterized by a check effect produced by the variation in color of the yarns in the warp and filling;
- (i) Fabrics of subheading 5208.41, with the warp colored with vegetable dyes, and the filling yarns white or colored with vegetable dyes, of average yarn number greater than 65 metric.

|                | Apparel articles named in the request:   |
|----------------|--|
| Trousers ..... | (subheadings 6203.19, 6203.22, 6204.12, 6204.22, 6204.52, 6204.62, 6211.32, 6211.42, 6217.90), |

|                     | Apparel articles named in the request:   |
|---------------------|--|
| Shorts .....        | (subheadings 6203.19, 6203.22, 6204.12, 6204.22, 6204.52, 6204.62, 6211.32, 6211.42, 6217.90), |
| Skirts .....        | (subheadings 6204.12, 6204.22, 6204.52),   |
| Dresses .....       | (subheading 6204.42),  |
| Handkerchiefs ..... | (subheading 6213.20),  |
| Dressing Gowns ...  | (subheading 6208.91),  |
| Boxer Shorts .....  | (subheadings 6207.11, 6207.91, 6208.19, 6208.91), and  |
| Other Apparel ..... | (subheadings 6201.92, 6203.22, 6203.42, 6204.12, 6204.22, 6204.62, 6211.32, and 6211.42).      |

**D. Michael Hutchinson,**

*Acting Chairman, Committee for the Implementation of Textile Agreements.*

[FR Doc.02-22583 Filed 9-4-02; 8:45 am]

BILLING CODE 3510-DR-S

**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSC Docket No. 02-C0007]

**Aerus LLC, a Limited Liability Company, f/k/a Electrolux LLC, Acceptance of a Settlement Agreement and Order**

**AGENCY:** Consumer Product Safety Commission.

**ACTION:** Notice.

**SUMMARY:** It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Aerus LLC, a limited liability company, containing a civil penalty of \$250,000.

**DATES:** Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by September 20, 2002.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 02-C0007 Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

**FOR FURTHER INFORMATION CONTACT:** Ronald G. Yelenik, Trial Attorney, Legal Division, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-0626, ext. 1351.

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

Dated: August 29, 2000.

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

### Consumer Product Safety Commission

#### *Settlement Agreement and Order*

1. This Settlement Agreement, made by and between the staff ("the staff") of the U.S. Consumer Product Safety Commission (the "Commission") and Aerus LLC, a limited liability company, formerly known as Electrolux LLC, in accordance with 16 CFR 1118.20 of the Commission's Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act ("CPSA"), is a settlement of the staff allegations set forth below.

#### *The Parties*

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

3. Aerus LLC is a limited liability company organized and existing under the laws of the State of Delaware, and its principal office is located at 5956 Sherry Lane, Dallas, Texas. Aerus LLC owns certain assets that previously were owned by Electrolux Corporation. (Aerus LLC and Electrolux Corporation are referred to herein collectively as "Aerus").

#### *Staff Allegations*

4. Section 15(b) of the CPSA, 15 U.S.C. 2064(b), requires a manufacturer of a consumer product distributed in commerce who obtains information which reasonably supports the conclusion that such product contains a defect which could create a substantial product hazard, or creates an unreasonable risk of serious injury or death, to immediately inform the Commission of the defect or risk.

5. Between May 1991 and September 1993, Aerus manufactured and sold throughout the United States approximately 226,000 "pony-top corded Genesis, Genesis LX, Genesis LXE, Prolux, Prolux Plus, Prolux S/R, Prolux Warehouse, Regency, and Special Edition vacuum cleaner models" (hereinafter "vacuums").

6. A vacuum is a "consumer product" and Aerus is a "manufacturer" of a "consumer product", which is "distributed in commerce" as those terms are defined in section 3(a)(1), (4), (11) and (12) of the CPSA, 15 U.S.C. 2052(a)(1), (4), (11) and (12).

7. The vacuums are defective because the power cords on the vacuums can break inside the handle or the casing around the cord can break, leaving wires exposed. When consumers use the pony-top cord, which extends out of the very top of the handle assembly, as a handle extension, consumers may accidentally touch the exposed wires and receive shocks and/or burns.

8. Between November 1991 and October 1998, Aerus received reports of approximately 75 incidents attributable to this defect. In 56 cases, consumers received shocks or burns, and in 11 cases, consumers suffered serious injuries resulting in second or third degree burns, shocks, and/or combinations thereof.

9. From early 1992 through 1998, Aerus engaged in a number of modifications to its warning labels and changes to its services policies, implemented design changes to the handles on its vacuums, and engaged in a corrective action and notice program in attempts to eliminate the subject defect and hazard.

10. Not until October 13, 1998, after receiving a letter from the staff requesting information about vacuum incidents, did Aerus provide to the Commission any information about the shock and/or burn hazard associated with the vacuums.

11. Although Aerus had obtained sufficient information to reasonably support the conclusion that the vacuums contained a defect which could create a substantial product hazard, or created an unreasonable risk of serious injury or death, long before October 1998, it failed to report such information to the Commission, as required by section 15(b) of the CPSA, in violation of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

12. Aerus' failure to report to the Commission, as required by section 15(b) of the CPSA, was committed "knowingly," as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), and Aerus is subject to civil penalties under section 20 of the CPSA.

#### *Response of Aerus*

13. Aerus LLC denies the staff allegations in paragraphs 4 through 12, above. Aerus LLC denies that it violated the CPSA, or that Aerus LLC is liable for a reporting violation, if any, that allegedly was committed by a predecessor of Aerus LLC.

14. Aerus LLC undertook a voluntary recall in this matter, pursuant to the Commission's "Fast Track" recall program, promptly upon learning of the alleged defect in the vacuums in 1998.

15. Aerus LLC enters this Settlement Agreement and Order for settlement purposes only, to avoid incurring additional legal costs and expenses.

#### *Agreement of the Parties*

16. The Commission has jurisdiction over this matter and over Aerus under the CPSA, 15 U.S.C. 2051–2084.

17. Aerus LLC agrees to pay to the U.S. Treasury a civil penalty in the amount of two hundred fifty-thousand and no/dollars (\$250,000.00), in settlement of this matter, payable within twenty (20) calendar days of receiving service of the final Settlement Agreement and Order.

18. Aerus LLC knowingly, voluntarily and completely waives any rights it may have in the above captioned case (1) to the issuance of a Complaint in this matter; (2) to an administrative or judicial hearing with respect to the staff allegations cited herein; (3) to judicial review or other challenge or contest of the validity of the Settlement Agreement or the Commission's Order; (4) to a determination by the Commission as to whether a violation of Section 15(b) of the CPSA, 15 U.S.C. 2064(b), has occurred; (5) to a statement of findings of fact and conclusions of law with regard to the staff allegations; and (6) to any claims under the Equal Access to Justice Act.

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

20. The Settlement Agreement and Order becomes effective upon its final acceptance by the Commission and service of the final order upon Aerus LLC.

21. This Settlement Agreement and Order is not deemed or construed as an admission by Aerus (a) of any liability or wrongdoing by Aerus; (b) that Aerus violated any law or regulation; (c) that the vacuums are defective, create a substantial product hazard or are unreasonably dangerous; (d) that the vacuums have caused any injuries; (e) that Aerus LLC assumed any liability with respect to the vacuums either as a successor of Electrolux Corporation or under any other theory of law; (f) of the truth of any claims or other matters

stated in this Settlement Agreement and Order (except as set forth in paragraph 16), or alleged or otherwise stated by the Commission or any other person either against Aerus or with respect to the vacuums. Nothing contained in this Settlement Agreement and Order precludes Aerus from raising any defenses in any future litigation not arising out of the terms of this Settlement Agreement and Order.

22. Upon final acceptance of this Settlement Agreement by the Commission, the issuance of the Order, and the full and timely payment by Aerus LLC to the United States Treasury of a civil penalty in the amount of two hundred fifty thousand dollars (\$250,000.00), all Commission claims for civil penalties relating to any of the events that gave rise to the CPSC staff's allegations in paragraphs 4 through 12, above, against (a) Aerus; (b) any of Aerus' current or former subsidiaries, affiliates, divisions or related entities; (c) any shareholder, member, director, officer, employee, agent or attorney of any entity referenced in (a) or (b) above; and (d) any predecessor, successor, heir, or assign of any entity referenced in (a), (b) above, including but not limited to Haw River Realty, Inc., will be considered to be released.

23. Upon provisional acceptance by the Commission, the Commission may publicize the terms of the Settlement Agreement and Order.

24. Aerus LLC agrees to the entry of the attached Order, which is incorporated herein by reference, and agrees to be bound by its terms.

25. This Settlement Agreement and Order is binding upon and inure to the benefit of Aerus LLC, its parent and each of its assigns or successors.

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

27. 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 Settlement Agreement and Order, such provision shall be fully severable. The rest of the Settlement Agreement and Order shall remain in full effect, unless the Commission and Aerus LLC determine that severing the provision materially impacts the purpose of the Settlement Agreement and Order.

28. This Settlement Agreement and Order shall not be waived, changed, amended, modified, or otherwise altered, except in writing executed by the party against whom such

amendment, modification, alteration, or waiver is sought to be enforced and approved by the Commission.

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

Dated: March 4, 2002.

Aerus LLC.

Warren Bonham,

*Chief Financial Officer.*

The U.S. Consumer Product Safety Commission.

Alan H. Schoem,

*Assistant Executive Director, Office of Compliance.*

Eric L. Stone,

*Director, Legal Division, Office of Compliance.*

Dated: March 4, 2002.

Ronald G. Yelenik,

*Trial Attorney,*

Patricia E. Kennedy,

*Trial Attorney, Legal Division, Office of Compliance.*

#### Order

Upon consideration of the Settlement Agreement between Aerus LLC, a limited liability company, formerly known as Electrolux LLC, and the staff of the Consumer Product Safety Commission, and the Commission having jurisdiction over the subject matter and over Aerus LLC, and it appearing the Settlement Agreement is in the public interest, it is

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

*Further ordered*, that Aerus LLC, shall pay the U.S. Treasury a civil penalty in the amount of two hundred fifty thousand and 00/100 dollars, (\$250,000.00) payable within twenty (20) days of the service of the Final Order upon Aerus LLC.

Provisionally accepted and Provisional Order issued on the 29th day of August, 2002.

By Order of the Commission.

Todd A. Stevenson,

*Secretary, Consumer Product Safety Commission.*

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**BILLING CODE 6355-01-M**

#### CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

##### Funding Opportunity for a National Provider of Training and Technical Assistance to Corporation for National and Community Service Programs Using Service and Volunteers to Support Homeland Security

**AGENCY:** Corporation for National and Community Service.

**ACTION:** Notice of funding opportunity.

**SUMMARY:** Subject to the availability of appropriations, the Corporation for National and Community Service (hereinafter the "Corporation") intends to award approximately \$600,000 to support one or more organizations in partnership selected under this Notice to provide training and technical assistance to national and community service programs engaged in homeland security activities focusing on public safety, public health, and disaster preparedness and relief. The organization(s) selected will, for each homeland security focus area: identify and maintain a network of geographically dispersed expert resource people and organizations around the country and create a mechanism for sharing these resources with local programs in need of assistance; provide training and technical assistance materials; and gather and provide critical information to Corporation programs and projects engaged in homeland security activities.

The Corporation intends to enter into a cooperative agreement of up to three years, beginning on or about December 1, 2002. The funding opportunity announced under this Notice will support the initial phase of the agreement (generally the first year's budget), with additional funding contingent upon need, quality of service, the nature and scope of activities to be supported, and availability of appropriations for this purpose.

**Note:** This is a notice for selection of an organization or organizations to provide training and technical assistance to national and community service grantees. This is not a notice for program grant proposals.

**DATES:** Proposals must be received by 5 p.m. Eastern Standard time, on November 4, 2002.

The Corporation anticipates making an award under this announcement in December, 2002. The Corporation will not accept applications that are submitted by facsimile. Due to delays in delivery of regular U.S.P.S. mail to government offices, your application may not arrive in time to be considered.