mechanisms to increase pandemic influenza vaccine manufacturing capacity or otherwise improve global availability of pandemic influenza vaccine? Have manufacturers discussed recent proposals by WHO member countries to implement "mandatory" mechanisms regarding participation in the Global Influenza Surveillance Network? What options to current proposals have been considered?

4. *Other matters that are related to the substance contained in 1–3, above.*

Please submit by October 1, 2010, a written submission of 15 pages or less with facts and information on the issues described above. Comments should be submitted electronically to *Vaccine.Comments@trade.gov*. Business-confidential information should be clearly identified.

Upon receipt of the written submission, representatives from the Department of Commerce and other federal agencies and departments will consider the information. In doing so, entities submitting the information may be contacted for further information or explanation and, in some cases, meetings with individual submitters may be requested.

Dated: September 8, 2010.

Skip Jones,

Deputy Assistant Secretary, Trade Agreements and Compliance, Market Access and Compliance, International Trade Administration, U.S. Department of Commerce.

[FR Doc. 2010–22881 Filed 9–13–10; 8:45 am]

BILLING CODE 3510–DA–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 10–C0005]

Pro-Pac Distributing Corp., 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 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Pro-Pac Distributing Corp., containing a civil penalty of $125,000.00.

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 September 29, 2010.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 10–C0005, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: Jason E. Yearout, Trial Attorney, Division of Enforcement and Information, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7733.

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

Dated: September 8, 2010.

Todd A. Stevenson,

Secretary.

UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 10–C0005]

In the Matter of: Pro-Pac Distributing Corp.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Pro-Pac Distributing Corporation ("Pro-Pac") and the staff ("Staff") of the United States Consumer Product Safety Commission ("Commission") enter into this Settlement Agreement ("Agreement"). The Agreement and the incorporated attached Order ("Order") settle the Staff's allegations set forth below.

Parties

2. The Staff is the staff of the Commission, an independent federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051–2089 ("CPSA").

3. Pro-Pac is a corporation organized and existing under the laws of California, with its principal offices located in Gardena, California. At all times relevant hereto, Pro-Pac sold apparel.

Staff Allegations

4. In November of 2008, Pro-Pac imported and further distributed in commerce, through sale and/or holding for sale, children's hooded pullover and zipper sweatshirts with drawstrings at the neck, in sizes Youth S–L (collectively, "Sweatshirts").

5. Pro-Pac sold Sweatshirts to retailers.

6. The Sweatshirts are "consumer product[s]," and, at all times relevant hereto, Pro-Pac was a "manufacturer" of those consumer products, which were "distributed in commerce," as those terms are defined in CPSA sections 3(a)(5), (8), and (11), 15 U.S.C. 2052(a)(5), (8), and (11).

7. In February 1996, the Staff issued the Guidelines for Drawstrings on Children's Upper Outerwear ("Guidelines") to help prevent children from strangling or entangling on neck and waist drawstrings. The Guidelines state that drawstrings can cause, and have caused, injuries and deaths when they catch on items such as playground equipment, bus doors, or cribs. In the Guidelines, the Staff recommends that there be no hood and neck drawstrings in children's upper outerwear sized 2T to 12.

8. In June 1997, ASTM adopted a voluntary standard (ASTM F1816–97) that incorporated the Guidelines. The Guidelines state that firms should be aware of the hazards and should be sure garments they sell conform to the voluntary standard.

9. On May 19, 2006, the Commission posted on its Web site a letter from the Commission's Director of the Office of Compliance to manufacturers, importers, and retailers of children's upper outerwear. The letter urges them to make certain that all children's upper outerwear sold in the United States complies with ASTM F1816–97. The letter states that the Staff considers children's upper outerwear with drawstrings at the hood or neck area to be defective and to present a substantial risk of injury to young children under Federal Hazardous Substances Act ("FHSA") section 15(c), 15 U.S.C. 1274(c). The letter also notes the CPSA's section 15(b) reporting requirements.

10. Pro-Pac's distribution in commerce of the Sweatshirts did not meet the Guidelines or ASTM F1816–97, failed to comport with the Staff's May 2006 defect notice, and posed a strangulation hazard to children.

11. On July 15, 2009, the Commission announced Pro-Pac's recall of the Sweatshirts.

12. Pro-Pac had presumed and actual knowledge that the Sweatshirts distributed in commerce posed a strangulation hazard and presented a substantial risk of injury to children under FHSA section 15(c)(1), 15 U.S.C. 1274(c)(1). Pro-Pac had obtained information that reasonably supported the conclusion that the Sweatshirts contained a defect that could create a substantial product hazard or that they created an unreasonable risk of serious injury or death. CPSA sections 15(b)(3)

and (4), 15 U.S.C. 2064(b)(3) and (4), required Pro-Pac to immediately inform the Commission of the defect and risk.

13. Pro-Pac knowingly failed to immediately inform the Commission about the Sweatshirts as required by CPSA sections 15(b)(3) and (4), 15 U.S.C. 2064(b)(3) and (4), and as the term "knowingly" is defined in CPSA section 20(d), 15 U.S.C. 2069(d). This failure violated CPSA section 19(a)(4), 15 U.S.C. 2068(a)(4). Pursuant to CPSA section 20, 15 U.S.C. 2069, this failure subjected Pro-Pac to civil penalties.

Pro-Pac's Response

14. Pro-Pac denies the Staff's allegations above that Pro-Pac knowingly violated the CPSA.

Agreement of the Parties

15. Under the CPSA, the Commission has jurisdiction over this matter and over Pro-Pac.

16. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Pro-Pac, or a determination by the Commission, that Pro-Pac knowingly violated the CPSA.

17. In settlement of the Staff's allegations, Pro-Pac shall pay a civil penalty in the amount of one hundred twenty-five thousand dollars ($125,000.00). The civil penalty shall be paid within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made by check payable to the order of the United States Treasury.

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

19. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Pro-Pac knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (1) An administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Order or of the Commission's actions; (3) a determination by the Commission of whether Pro-Pac failed to comply with the CPSA and its underlying regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

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

21. The Agreement and the Order shall apply to, and be binding upon, Pro-Pac and each of its successors and assigns.

22. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject Pro-Pac and each of its successors and assigns to appropriate legal action.

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

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

Pro-Pac Distributing Corp.
Dated: *August 11, 2010.* By:

Young-Geun Lee
President and Owner, Pro-Pac Distributing Corp., 204 W. Rosecrans Avenue, Gardena, CA 90248.
Dated: *August 15, 2010.* By:

Simon Langer,
Law Offices of David Marh & Associates, 3325 Wilshire Blvd., Suite 1350, Los Angeles, CA 90010, Counsel for Pro-Pac Distributing Corp.
U.S. Consumer Product Safety,
Commission Staff.
Cheryl A. Falvey,
General Counsel.
Ronald G. Yelenik,
Assistant General Counsel, Office of the General Counsel.
Dated: *August 24, 2010.*
Jason E. Yearout,
Trial Attorney, Division of Compliance, Office of the General Counsel.

UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 10–C0005]

In the Matter of: Pro-Pac Distributing Corp.

Order

Upon consideration of the Settlement Agreement entered into between Pro-Pac Distributing Corp. ("Pro-Pac") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over Pro-Pac, and it appearing that the Settlement Agreement and the Order are in the public interest, it is

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

Further ordered, that Pro-Pac shall pay a civil penalty in the amount of one hundred twenty-five thousand dollars ($125,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made by check payable to the order of the United States Treasury. Upon the failure of Pro-Pac to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Pro-Pac at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 7th day of September, 2010.

BY ORDER OF THE COMMISSION:

Todd A. Stevenson,
Secretary, U.S. Consumer Product Safety Commission

[FR Doc. 2010–22779 Filed 9–13–10; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Office of the Secretary

Strategic Environmental Research and Development Program, Scientific Advisory Board

AGENCY: Department of Defense.

ACTION: Notice.

SUMMARY: This notice is published in accordance with Section 10(a)(2) of the Federal Advisory Committee Act (Pub. L. 92–463). The topic of the meeting on October 19–21, 2010, is to review new start research and development projects requesting Strategic Environmental Research and Development Program funds in excess of $1M. This meeting is open to the public. Any interested person may attend, appear before, or file statements with the Scientific Advisory Board at the time and in the manner permitted by the Board.

DATES: The meeting will be held on Tuesday, October 19 (from 9 a.m. to 5