

EB or E&B violated the CPSA's reporting requirements. Upon issuance of, and E&B's compliance with, the final Order, the Commission regards this matter as resolved and agrees not to bring a civil penalty action, or other enforcement action against EB, E&B, or any of their directors, officers, agents, employees, representatives, successors, assigns, or any person in active concert and participation with any of them, based on Staff's allegations, set forth above, regarding the exercise balls.

21. Upon provisional acceptance of the Agreement by the Commission, 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). 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 16th calendar day after the date it is published in the **Federal Register**, in accordance with 16 CFR 1118.20(f).

22. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, EB, E&B and any affiliate 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 Commission's actions; (iii) a determination by the Commission as to whether EB, E&B or any affiliate failed to comply with the CPSA and the underlying regulations; (iv) a statement of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

23. The Agreement and the Order shall apply to, and be binding upon, EB, E&B Giftware LLC, and each of its successors and/or assigns.

24. The Commission issues the Order under the provisions of the CPSA, and a violation of the Order may subject EB, E&B and each of its successors and assigns to appropriate legal action.

25. 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.

26. 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, EB and E&B agree that severing the provision materially affects the purpose of the Agreement and Order.

E & B GIFTWARE LLC  
Dated: December 1, 2011  
By:

David Mauer,  
Chief Executive Officer  
E & B GIFTWARE LLC,  
4 Executive Plaza,  
Yonkers, NY 10701.  
Dated: December 1, 2011  
By:

Kate Beardsley,  
Esq.,  
Zuckerman Spaeder LLP,  
1800 M Street, NW.,  
Suite 1000,  
Washington, DC 20036-5807.  
U.S. CONSUMER PRODUCT SAFETY  
COMMISSION STAFF  
Cheryl A. Falvey,  
General Counsel.  
Mary B. Murphy,  
Assistant General Counsel,  
Office of the General Counsel.  
Dated: December 1, 2011  
By:

Regan A. Sweeney,  
Trial Attorney,  
Division of Compliance,  
Office of the General Counsel.

#### UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

In the matter of:  
E & B GIFTWARE LLC  
CPSC Docket No.: 12-C0005

#### Order

Upon consideration of the Settlement Agreement entered into between E&B Giftware LLC ("E&B") and U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over E&B, 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 E&B shall pay a civil penalty in the amount of five hundred fifty thousand dollars (\$550,000.00), of which \$50,000 shall be suspended, within twenty (20) days of service of the Commission's final Order

accepting the Settlement Agreement. The payment shall be made via [www.pay.gov](http://www.pay.gov). Upon the failure of E&B to make the foregoing payment of \$500,000 when due, interest on the unpaid amount shall accrue and be paid by E&B at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). In the event that E&B fails to make such payment, fails to provide evidence of their compliance program, as specified in the agreement, or commits another violation of 15 U.S.C. 2051, *et seq.*, within two years of the date this agreement becomes final, the suspended portion of the civil penalty will be due and payable immediately, along with interest on the unpaid amount and will accrue and be paid by E&B 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 19th day of December, 2011.

BY ORDER OF THE COMMISSION:

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

[FR Doc. 2011-32861 Filed 12-21-11; 8:45 am]

BILLING CODE 6355-01-P

#### DEPARTMENT OF DEFENSE

#### Office of the Secretary

[Transmittal Nos. 11-45]

#### 36(b)(1) Arms Sales Notification

**AGENCY:** Department of Defense, Defense Security Cooperation Agency.

**ACTION:** Notice.

**SUMMARY:** The Department of Defense is publishing the unclassified text of a section 36(b)(1) arms sales notification. This is published to fulfill the requirements of section 155 of Public Law 104-164 dated July 21, 1996.

**FOR FURTHER INFORMATION CONTACT:** Ms. B. English, DSCA/DBO/CFM, (703) 601-3740.

The following is a copy of a letter to the Speaker of the House of Representatives, Transmittals 11-45 with attached transmittal, policy justification, and Sensitivity of Technology.

Dated: December 19, 2011.

Aaron Siegel,  
Alternate OSD Federal Register Liaison  
Officer, Department of Defense.

BILLING CODE 5001-06-P



DEFENSE SECURITY COOPERATION AGENCY  
201 12<sup>TH</sup> STREET SOUTH, STE 203  
ARLINGTON, VA 22202-5408

DEC 14 2011

The Honorable John A. Boehner  
Speaker of the House  
U.S. House of Representatives  
Washington, DC 20515

Dear Mr. Speaker:

Pursuant to the reporting requirements of Section 36(b)(1) of the Arms Export Control Act, as amended, we are forwarding herewith Transmittal No. 11-45, concerning the Department of the Army's proposed Letter(s) of Offer and Acceptance to the United Arab Emirates for defense articles and services estimated to cost \$60 million. After this letter is delivered to your office, we plan to issue a press statement to notify the public of this proposed sale.

Sincerely,

**Richard A. Genaille, Jr.**  
**Deputy Director**

Enclosures:

1. Transmittal
2. Policy Justification
3. Sensitivity of Technology
4. Regional Balance (Classified Document Provided Under Separate Cover)



**BILLING CODE 5001-06-C**

Transmittal No. 11-45

Notice of Proposed Issuance of Letter of Offer Pursuant to Section 36(b)(1) of the Arms Export Control Act (U)

(i) *Prospective Purchaser:* United Arab Emirates

(ii) *Total Estimated Value:*

Major Defense Equipment\* \$50 million

Other ..... 10 million

TOTAL ..... 60 million

\* as defined in Section 47(6) of the Arms Export Control Act.

(iii) *Description and Quantity or Quantities of Articles or Services under Consideration for Purchase:* 260 JAVELIN Anti-Tank Guided Missiles, tripods, JAVELIN Weapon Effects Simulators, enhanced basic skills

trainers, containers, rechargeable and non-rechargeable batteries, battery chargers and dischargers, battery coolant units, support equipment, spare and repair parts, publications and technical documentation, personnel training and training equipment, U.S. Government and contractor engineering and logistics support services, and other related elements of logistics support.

(iv) *Military Department:* Army (ZAO)

(v) *Prior Related Cases, if any:* FMS case ZUB-\$117M-21Jun10

(vi) *Sales Commission, Fee, etc., Paid, Offered, or Agreed to be Paid:* None

(vii) *Sensitivity of Technology Contained in the Defense Article or Defense Services Proposed to be Sold:* See Annex attached

(viii) *Date Report Delivered to Congress:* 14 December 2011

#### POLICY JUSTIFICATION

##### *United Arab Emirates—JAVELIN Anti-Tank Missiles*

The Government of the United Arab Emirates (UAE) has requested a possible sale of 260 JAVELIN Anti-Tank Guided Missiles, tripods, JAVELIN Weapon Effects Simulators, enhanced basic skills trainers, containers, rechargeable and non-rechargeable batteries, battery chargers and dischargers, battery coolant units, support equipment, spare and repair parts, publications and technical documentation, personnel training and training equipment, U.S. Government and contractor engineering and logistics support services, and other related elements of logistics support. The estimated cost is \$60 million.

This proposed sale will contribute to the foreign policy and national security of the United States by helping to improve the security of a friendly country that has been and continues to be an important force for political stability and economic progress in the Middle East.

The proposed sale of these missiles will provide the United Arab Emirates with a medium-range, man-portable, shoulder-launched, fire and forget anti-armor weapon system. The proposed sale will enhance UAE's existing anti-tank capability to meet current and future threats. UAE, which already has JAVELIN Anti-Tank missiles in its inventory, will have no difficulty absorbing these additional missiles into its armed forces.

The proposed sale of this weapon system will not alter the basic military balance in the region.

The prime contractor is a JAVELIN joint venture of Lockheed-Martin in Orlando, Florida, and Raytheon in Tucson, Arizona. There are no known offset agreements proposed in connection with this potential sale.

Implementation of this proposed sale will not require the assignment of any additional U.S. Government or contractor representatives to UAE.

There will be no adverse impact on U.S. defense readiness as a result of this proposed sale.

Transmittal No. 11-45

Notice of Proposed Issuance of Letter of Offer Pursuant to Section 36(b)(1) of the Arms Export Control Act

Annex Item No. vii

(vii) Sensitivity of Technology:

1. The JAVELIN Weapon System hardware and the documentation provided with the sale are Unclassified. However, sensitive technology is contained within the system itself. This sensitivity is primarily in the software programs that instruct the system on how to operate in the presence of countermeasures.

2. The JAVELIN Anti-Tank Missile system provides a man-portable, medium anti-tank capability to infantry, scouts, and combat engineers. JAVELIN is comprised of two major tactical components: a reusable Command Launch Unit (CLU) and a missile sealed in a disposable launch tube assembly. The CLU provides the interface between the operator and the missile. The CLU incorporates an integrated day/night sight and provides target engagement capability in adverse weather and countermeasure environments. The CLU's thermal sight is a second-generation Forward Looking Infrared (FLIR) sensor, operating in the 8 to 10 microns wavelength, and is a 240x2 scanning array integral with a Dewar/Cooler unit. To facilitate initial loading and subsequent updating of software, all on-board missile software is uploaded via the CLU after mating and prior to launch. JAVELIN is Unclassified; however, information associated with the system is classified up to Secret.

3. The software programs contained in the JAVELIN Weapon System are in the form of microprocessors equipped with available Read Out Memory maps. However, the system does not allow access to the actual software program. The overall hardware is considered sensitive in that the modulation frequency and infrared wavelengths could be useful in attempted countermeasure developments.

4. If a technologically advanced adversary were to obtain knowledge of the specific hardware in the proposed sale, the information could be used to develop countermeasures which might reduce weapons system effectiveness or be used in the development of a system with similar or advanced capabilities. [FR Doc. 2011-32795 Filed 12-21-11; 8:45 am]

BILLING CODE 5001-06-P

## DEPARTMENT OF DEFENSE

### Office of the Secretary

[Docket ID DOD-2011-OS-0145]

#### Privacy Act of 1974; System of Records

**AGENCY:** Defense Information Systems Agency, DoD.

**ACTION:** Notice to delete a system of records.

**SUMMARY:** The Defense Information Systems Agency is deleting one system of records notices in its existing inventory of record systems subject to the Privacy Act of 1974 (5 U.S.C. 552a), as amended.

**DATES:** This proposed action will be effective without further notice on January 23, 2012 unless comments are received which result in a contrary determination.

**ADDRESSES:** You may submit comments, identified by docket number and title, by any of the following methods:

\* *Federal Rulemaking Portal:* <http://www.regulations.gov>. Follow the instructions for submitting comments.

\* *Mail:* Federal Docket Management System Office, 4800 Mark Center Drive, East Tower, 2nd floor, Suite 02G09, Alexandria, VA 22350-3100.

*Instructions:* All submissions received must include the agency name and docket number 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.

**FOR FURTHER INFORMATION CONTACT:** Ms. Jeanette M. Weathers-Jenkins, Defense Information Systems Agency, 6916 Cooper Avenue, Fort Meade, MD 20755-7901, or by phone at (301) 225-8158.

**SUPPLEMENTARY INFORMATION:** The Defense Information Systems Agency systems of records notice subject to the Privacy Act of 1974 (5 U.S.C. 552a), as amended, have been published in the **Federal Register** and are available from the address in **FOR FURTHER INFORMATION CONTACT**.

The Defense Information Systems Agency proposes to delete a system of records notice from its inventory of record systems subject to the Privacy Act of 1974 (5 U.S.C. 552a), as amended. The proposed deletion is not within the purview of subsection (r) of the Privacy Act of 1974 (5 U.S.C. 552a), as amended,