

### National Environmental Policy Act (NEPA)

NOAA must analyze the potential environmental impacts, as required by NEPA, for applicant projects or proposals which are seeking NOAA federal assistance opportunities, including special fishing privileges. Detailed information on NOAA compliance with NEPA can be found at the following NOAA NEPA website: <http://www.nepa.noaa.gov/> including our NOAA Administrative Order 216-6 for NEPA, [http://www.nepa.noaa.gov/NAO216\\_6\\_TOC.pdf](http://www.nepa.noaa.gov/NAO216_6_TOC.pdf) and the Council on Environmental Quality implementation regulations, [http://ceq.eh.doe.gov/nepa/regs/ceq/toc\\_ceq.htm](http://ceq.eh.doe.gov/nepa/regs/ceq/toc_ceq.htm).

Consequently, as part of an applicant's package, and under their description of their program activities, applicants are required to provide detailed information on the activities to be conducted, locations, sites, species and habitat to be affected, possible construction activities, and any environmental concerns that may exist (e.g., the use and disposal of hazardous or toxic chemicals, introduction of non-indigenous species, impacts to endangered and threatened species, aquaculture projects, and impacts to coral reef systems). NEPA analysis for RSA projects is normally conducted by the Council through the Council's annual fishery management specifications process for RSA species. If the Council's NEPA analysis is not adequate, applicants may be required to provide additional specific information that will serve as the basis for any required impact analyses, applicants may also be requested to assist NOAA in drafting of an environmental assessment, if NOAA determines an assessment is required. Applicants will also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal. The failure to do so shall be grounds for the denial of an application.

### Pre-Award Notification Requirements for Grants and Cooperative Agreements

The Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements contained in the **Federal Register** notice of December 30, 2004 (69 FR 78389) are applicable to this solicitation.

### Universal Identifier

Applicants should be aware that, they are required to provide a Dun and Bradstreet Data Universal Numbering

System (DUNS) number during the application process. See the October 30, 2002, (67 FR 66177) **Federal Register** for additional information. Organizations can receive a DUNS number at no cost by calling the dedicated toll-free DUNS Number request line at 1-866-705-5711 or via the internet <http://www.dunandbradstreet.com>.

### Executive Order 12372

Applications under this program are subject to Executive Order 12372 "Intergovernmental Review of Federal Programs."

### Limitation of Liability

Funding for programs listed in this notice is contingent upon the availability of Fiscal Year 2005 appropriations. In no event will NOAA or the Department of Commerce be responsible for application preparation costs if these programs fail to receive funding or are cancelled because of other agency priorities. Publication of this announcement does not oblige NOAA to award any specific project or to obligate any available funds.

### Paperwork Reduction Act

This document contains collection-of-information requirements subject to the Paperwork Reduction Act (PRA). The use of Standard Forms 424, 424A, 424B, SF-LLL, and CD-346 has been approved by the Office of Management and Budget (OMB) under the respective control numbers 0348-0043, 0348-0044, 0348-0040, 0348-0046, and 0605-0001. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number.

### Executive Order 12866

This notice has been determined to be not significant for purposes of Executive Order 12866.

### Executive Order 13132 (Federalism)

It has been determined that this notice does not contain policies with Federalism implications as that term is defined in Executive Order 13132.

### Administrative Procedure Act/Regulatory Flexibility Act

Prior notice and an opportunity for public comment are not required by the Administrative Procedure Act or any other law for rules concerning public property, loans, grants, benefits, and contracts (5 U.S.C. 553(a)(2)). Because notice and opportunity for comment are

not required pursuant to 5 U.S.C. 553 or any other law, the analytical requirements of the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*) are inapplicable. Therefore, a regulatory flexibility analysis has not been prepared.

Dated: April 13, 2005.

**John Oliver,**

*Deputy Assistant Administrator for Operations, National Marine Fisheries Service.*

[FR Doc. 05-7722 Filed 4-15-05; 8:45 am]

BILLING CODE 3510-22-S

## CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 05-C0008]

### Nautilus, Inc., 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 Nautilus, Inc., containing a civil penalty of \$950,000.00.

**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 May 3, 2005.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 05-C0008, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

**FOR FURTHER INFORMATION CONTACT:** Dennis C. Kacoyanis, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-7587.

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

Dated: April 4, 2005.

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

In the Matter of Nautilus, Inc.

### Settlement Agreement and Order

1. This Settlement Agreement is made by and between the staff ("the staff") of

the U.S. Consumer Product Safety Commission ("the Commission") and Nautilus, Inc. ("Nautilus" or "Respondent"), a corporation, in accordance with 16 CFR 1118.20 of the Commission's Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act ("CPSA"). This Settlement Agreement and the incorporated and attached Order settle the staff's allegations set forth below.

### *I. 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 *et seq.*

3. Nautilus is a corporation organized and existing under the laws of the State of Washington with its principal corporate offices located at 1400 NE 136th Avenue, Vancouver, WA 98661. Nautilus manufactures and sells, either through retailers or direct sales methods, such as infomercials, health and fitness products under several brand names, including Bowflex.

### *II. Allegations of the Staff*

#### *A. Bowflex Power Pro Fitness Machines-Backboard Bench*

4. Between January 1995 and December 2003, Nautilus manufactured and/or sold in commerce nationwide approximately 420,000 Bowflex Power Pro Fitness Machines equipped with a Lat Tower and a backboard bench.

5. The Bowflex Power Pro Fitness Machine is sold to, and/or is used by, consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise and is, therefore, a "consumer product" as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent is a "manufacturer" and "retailer" of the Bowflex Power Pro exercise equipment, which is "distributed in commerce" as those terms are defined in sections 3(a)(4), (6), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (6), (11), and (12).

6. The Bowflex Power Pro Fitness Machine is an item of exercise equipment that uses 10 to 14 resistance rods, a pulley system, and a backboard bench. The Bowflex Power Pro's backboard bench can break apart and collapse unexpectedly during normal and foreseeable use of the exercise equipment. If a backboard bench breaks apart and collapses unexpectedly during use, it may cause the consumer to fall and suffer serious injuries.

7. Between December 1998 and July 2002, Nautilus learned of about 25

reports of consumers sustaining injuries when the Power Pro's backboard bench broke apart and collapsed unexpectedly during use of the exercise equipment.

Nautilus knew of lacerations requiring sutures, back, neck, and spinal injuries.

8. In June 2000, after learning of about eight reported incidents of the Bowflex Power Pro Fitness Machine's backboard bench breaking apart and collapsing unexpectedly during use, Nautilus reinforced the backboard bench by adding a steel plate.

9. On July 1, 2002, the Commission's National Injury Information Clearinghouse forwarded to Nautilus an in-depth investigation report. In this report, a consumer alleged the backboard bench broke apart and collapsed unexpectedly during use. The consumer suffered injuries to his back, tongue, and teeth. In its letter, the Clearinghouse advised Nautilus about the CPSA's reporting requirement and the procedures for submitting a report to the Commission. At the time it received this letter from the Clearinghouse, Nautilus knew of at least 27 incident reports of which 25 claimed injuries resulting from the Bowflex Power Pro's backboard bench collapsing and breaking apart unexpectedly during use, but did not report the defect or risk to the Commission.

10. As the facts described in paragraphs 4 through 9 above show, Nautilus obtained information which reasonably supported the conclusion that the Bowflex Power Pro exercise equipment described in paragraph 4 above contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

11. By failing to furnish information as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Nautilus violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

12. Nautilus committed this failure to timely report to the Commission "knowingly" as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), subjecting Nautilus to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

#### *B. Bowflex Power Pro and Bowflex Ultimate Fitness Machines-Seat Pin*

13. Between January 1995 to April 2004, Bowflex manufactured and/or sold in commerce nationwide approximately 420,000 Bowflex Power Pro Fitness Machines with a Lat Tower and approximately 102,000 Bowflex Ultimate Fitness Machines, respectively.

Each of these items of equipment is equipped with a seat pin that is used to reposition the seat for different types of exercises.

14. The Bowflex Power Pro and Bowflex Ultimate Fitness Machines are sold to, and/or are used by, consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise and are, therefore, "consumer products" as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent is a "manufacturer" and "retailer" of the Bowflex Power Pro and Bowflex Ultimate, which are "distributed in commerce" as those terms are defined in sections 3(a)(4), (6), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (6), (11), and (12).

15. The Bowflex Power Pro and Ultimate Fitness Machines are items of exercise equipment with resistance rods, pull down pulleys, and a bench. The seat pins on the Bowflex Power and Ultimate Fitness Machines can disengage or break unexpectedly during normal and foreseeable use. If a seat pin disengages or breaks unexpectedly during use, it may cause the seat to move suddenly and cause the consumer to fall and suffer serious injuries.

16. Between August 5, 2002, and April 16, 2004, the date Nautilus submitted a full report to the Commission, Nautilus learned of about 32 reports of consumers sustaining injuries when the Bowflex Power Pro's and Ultimate's seat pins disengaged or broke unexpectedly during use. Injuries reported included a blood clot, a laceration requiring sutures, pulled ligaments, and back, disc, and neck injuries.

17. As a result of the Commission's investigation of the Power Pro's backboard bench, Nautilus reviewed its products and reported on April 16, 2004, the defect associated with the fitness machines identified in paragraph 13 above.

18. As the facts described in paragraphs 13 through 17 above show, Nautilus obtained information which reasonably supported the conclusion that the Bowflex Power Pro and Ultimate Fitness Machine described in paragraph 13 above contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

19. By failing to furnish the information to the Commission in a

timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Nautilus violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

20. Nautilus committed this failure to timely report to the Commission “knowingly” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus subjecting Nautilus to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

#### C. Bowflex Power Pro Fitness Machine-Incline Support Bracket

21. Between January 1995 and April 2004, Nautilus manufactured and/or sold in commerce nationwide approximately 260,000 Bowflex Power Pro exercise equipment without a Lat Tower, which were equipped with an incline support bracket.

22. The Bowflex Power Pro Fitness Machine is sold to, and/or is used by, consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise and is, therefore a “consumer product” as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent is a “manufacturer” and “retailer” of the Bowflex Power Pro Fitness Machine, which is “distributed in commerce” as those terms are defined in sections 3(a)(4), (6), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (6), (11), and (12).

23. The incline support bracket of the Bowflex Power Pro Fitness Machine can break or bend unexpectedly during normal and foreseeable use of the exercise equipment. If an incline support bracket breaks or bends unexpectedly during use, it may cause the consumer to fall and suffer serious injuries.

24. Between May 7, 2001, and April 16, 2004, the date Nautilus submitted a full report to the Commission, Nautilus was aware of approximately 28 reports of consumers sustaining injuries when the incline support bracket of the Bowflex Power Pro Fitness Machine broke or bent unexpectedly during use of the exercise equipment. Injuries reported included lacerations requiring sutures, fractures, back pain, and numbness. Nautilus reported after completing the product review described in paragraph 17 above.

25. In August 2002, Nautilus made a running change to the material used in the incline support bracket to make it more robust and resistant to accidental breakage, but did not report the defect or risk to the Commission.

26. As the facts described in paragraphs 21 through 25 above show, Nautilus obtained information which reasonably supported the conclusion

that the Bowflex Power Pro Fitness Machine described in paragraph 21 above contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

27. By failing to furnish the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Nautilus violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

28. Nautilus committed this failure to timely report to the Commission “knowingly” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus subjecting Nautilus to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

#### III. Nautilus’ Response

29. Nautilus denies the staff’s allegations that it violated the CPSA as set forth in paragraphs 4 through 27 above.

30. Nautilus believed that injury reports about the backboard bench and incline support breakage were consistent with the type of injuries associated when exercising with the type of exercise equipment identified in paragraphs 4, 13, and 21. With respect to the seat pin, Nautilus believed that the reports of seat pin disengagement did not reflect a product defect, but instead reflected consumer error in removing and repositioning the seat pin. The product change made in August 2002 to the incline support bracket was to address warranty claims, not a recognized risk of injury.

31. Nautilus denies that a defect in any of its products caused injury to any person, or that it knowingly violated the reporting requirements of the CPSA. Nautilus is entering into this Agreement to resolve the staff’s claims without the expense and distraction of litigation. By agreeing to this settlement, Nautilus does not admit any of the allegations set forth above in this Agreement, or any fault, liability or statutory or regulatory violation.

#### IV. Agreement of The Parties

32. The Consumer Product Safety Commission has jurisdiction over this matter and over Nautilus under the Consumer Product Safety Act, 15 U.S.C. 2051 *et seq.*

33. This Agreement is entered into for settlement purposes only and does not constitute an admission by Nautilus or a determination by the Commission that the products referenced in paragraphs 4

through 26 contain or contained a defect or defects which could create a substantial product hazard or create an unreasonable risk of serious injury or death, or that Nautilus knowingly violated the CPSA’s reporting requirements.

34. In settlement of the staff’s allegations, Nautilus agrees to pay a civil penalty in the amount of \$950,000.00 as set forth in the incorporated Order.

35. This Settlement Agreement and Order resolves the failures to report set forth in paragraphs 4 through 29, above.

36. Upon final acceptance of this Agreement by the Commission and issuance of the Final order, Respondent knowingly, voluntarily, and completely waives any rights it may have in this matter (1) to an administrative or judicial hearing, (2) to judicial review or other challenge or contest of the validity of the Commission’s actions, (3) to a determination by the Commission as to whether Respondent failed to comply with the CPSA and the underlying regulations, (4) to a statement of findings of fact and conclusions of law, and (5) to any claims under the Equal Access to Justice Act.

37. Upon provisional acceptance of this Agreement by the Commission, this Agreement shall be placed on the public record and shall 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 objections within 15 days, the Agreement will be deemed finally accepted on the 16th day after the date it is published in the **Federal Register**.

38. The Commission may publicize the terms of the Settlement Agreement and Order.

39. The Commission’s Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051 *et seq.*, and that a violation of this Order may subject Nautilus to appropriate legal action.

40. This Settlement Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretations apart from those contained in this Settlement Agreement and Order may not be used to vary or contradict its terms.

41. The provisions of this Settlement Agreement and Order shall apply to Nautilus and each of its successors and assigns.

42. This Settlement Agreement and Order shall expire and have no force or effect if it is not provisionally accepted by the Commission on or before April 2nd, 2005.

Respondent, Nautilus, Inc.

Dated: March 28, 2005.

Wayne Bolio,  
Senior Vice President-Law and General  
Counsel, Nautilus, Inc., 1400 NE, 136th  
Avenue, Vancouver, WA 98661.

March 28, 2005.

Erika Z. Jones,  
Esquire, Attorney for Nautilus, Inc., Mayer,  
Brown, Rowe & Maw LLP, 1909 K Street, NW.,  
Washington, DC.

Commission Staff.

John Gibson Mullan,  
Assistant Executive Director, Office of  
Compliance, Consumer Product Safety  
Commission, Washington, DC 20207-0001.

Eric L. Stone,  
Director, Legal Division, Office of  
Compliance.

March 28, 2005.

Dennis C. Kacoyanis,  
Trial Attorney, Legal Division, Office of  
Compliance.

## Order

Upon consideration of the Settlement Agreement entered into between Respondent Nautilus, Inc. and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Nautilus, Inc.; 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 upon final acceptance of the Settlement Agreement and Order, Nautilus, Inc. shall pay to the Commission a civil penalty in the amount of \$950,000 within twenty (20) days after service upon Respondent of this Final Order of the Commission.

Provisionally accepted and Provisional Order issued on the 4th date of April, 2005. By Order of the Commission.

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

[FR Doc. 05-7682 Filed 4-15-05; 8:45 am]

BILLING CODE 6355-01-M

## CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

### New Information Collection; Submission for OMB Review; Comment Request

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

**ACTION:** Notice.

**SUMMARY:** The Corporation for National and Community Service (hereinafter the

“Corporation”), has submitted a proposed new public information collection requests (ICR) entitled Field Network Pilot Study Field Guidance to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995 (Pub. L. 104-13), (44 U.S.C. Chapter 35). Copies of this ICR, with applicable supporting documentation, may be obtained by calling the Corporation for National and Community Service, Kelly Arey, (202) 606-5000, ext. 197. Individuals who use a telecommunications device for the deaf (TTY-TDD) may call (202) 565-2799 between 8:30 a.m. and 5 p.m. Eastern time, Monday through Friday.

**ADDRESSES:** Comments may be submitted, identified by the title of the information collection activity, to the Office of Information and Regulatory Affairs, Attn: Ms. Katherine Astrich, OMB Desk Officer for the Corporation for National and Community Service, by any of the following two methods within 30 days from the date of publication in the **Federal Register**:

- (1) By fax to: (202) 395-6974, Attention: Ms. Katherine Astrich, OMB Desk Officer for the Corporation for National and Community Service; and
- (2) Electronically by e-mail to: Katherine\_Astrich@omb.eop.gov.

**SUPPLEMENTARY INFORMATION:** The OMB is particularly interested in comments which:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the Corporation, including whether the information will have practical utility;
- 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;
- Propose ways to enhance the quality, utility, and clarity of the information to be collected; and
- Propose ways to minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submissions of responses.

### Comments

A 60-day public comment Notice was published in the **Federal Register** on December 10, 2004. This comment period ended on February 8, 2005. No public comments were received.

*Description:* The Corporation has contracted with the Nelson A.

Rockefeller Institute of Government to carry out a Field Network Pilot Study to learn how the Corporation's goals and requirements regarding sustainability, capacity building, and performance measurement are affecting the AmeriCorps program and the nonprofit organizations where AmeriCorps members serve. The Pilot Study will consider how grantee and subgrantee organizations are selected; how the Corporation communicates with grantees and subgrantees; how local contexts and available funding opportunities vary from state to state; and how the Corporation's goals and requirements fit into the context of the grantees' and subgrantees' own policies and the many diverse responsibilities they face. The Field Network Pilot Study Field Guidance will be used to assess the impact of the Corporation's policies around sustainability, capacity building, and the performance measurement initiative. Independent, local field researchers will be employed in collecting the information. During the data-gathering phase of the Pilot Study, the researchers will refer to background information about the Corporation, its programs, and the Field Network method.

*Type of Review:* New.

*Agency:* Corporation for National and Community Service.

*Title:* Field Network Pilot Study Field Guidance.

*OMB Number:* None.

*Agency Number:* None.

*Affected Public:* Non-profit institutions, Government.

*Total Respondents:* 105.

*Frequency:* Once.

*Average Time Per Response:* 3 hours.  
*Estimated Total Burden Hours:* 315 hours.

*Total Burden Cost (capital/startup):* None.

*Total Burden Cost (operating/maintenance):* None.

Dated: April 4, 2005.

Robert Grimm,  
Director, Research and Policy Development.  
[FR Doc. 05-7707 Filed 4-15-05; 8:45 am]

BILLING CODE 6050--SS-P

## CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

### Information Collection; Submission for OMB Review, Comment Request

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

**ACTION:** Notice.

**SUMMARY:** The Corporation for National and Community Service (hereinafter the