

civil penalty may be imposed pursuant to section 20(a)(1) of the CPSA, 15 U.S.C. 2069(a)(1).

#### IV. Response of ABC School Supply, Inc.

14. ABC School Supply denies the allegations of the staff set forth in paragraphs 5 through 13 above that it has knowingly caused the introduction into interstate commerce of banned hazardous toys in violation of the FHSA, or that it has knowingly caused the introduction into commerce of banned hazardous toys in violation of the CPSA, as alleged by the staff.

#### V. Agreement of the Parties

15. The Consumer Product Safety Commission has jurisdiction over ABC School Supply and the subject matter of this Settlement Agreement and Order under the following acts: Consumer Product Safety Act, 15 U.S.C. 2051 *et seq.*, and the Federal Hazardous Substances Act, 15 U.S.C. 1261 *et seq.*

16. Upon final acceptance by the Commission of this Settlement Agreement and Order, the Commission shall issue the attached Order incorporated herein by this reference.

17. The Commission does not make any determination that ABC School Supply knowingly violated the FHSA or the CPSA. The Commission and ABC School Supply agree that this Agreement is entered into for the purposes of settlement only.

18. Upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, ABC School Supply 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 ABC School Supply failed to comply with the FHSA and the CPSA as aforesaid, and (4) to a statement of findings of fact and conclusions of law.

19. For purposes of section 6(b) of the CPSA, 15 U.S.C. 2055(b), this matter shall be treated as if a complaint had issued; and, the Commission may publicize the terms of the Settlement Agreement and Order.

20. 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 the procedures set forth in 16 CFR 1118.20(e)–(h). If the Commission does not receive any written request not to accept the Settlement Agreement and

Order within 15 days, the Settlement Agreement and Order will be deemed finally accepted on the 16th day after the date it is published in the **Federal Register**.

21. The parties further agree that the Commission shall issue the attached Order incorporated herein by reference; and that a violation of the Order shall subject ABC School Supply to appropriate legal action.

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

23. The provisions of the Settlement Agreement and Order shall apply to ABC School Supply, Inc. and each of its successors and assigns.

#### Order

In the Matter of ABC SCHOOL SUPPLY, INC., a corporation.

Upon consideration of the Settlement Agreement entered into between respondent ABC School Supply, Inc., a corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and ABC School Supply, Inc.; and it appearing that the Settlement Agreement and Order is in the public interest, it is

Ordered, that the Settlement Agreement and Order be and hereby is accepted, as indicated below; and it is

Further Ordered, that upon final acceptance of the Settlement Agreement and Order, ABC School Supply, Inc. shall pay to the Commission a civil penalty in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) in three payments: Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) within twenty (20) days after service on ABC School Supply, Inc. of the Final Order accepting the Settlement Agreement, Ten Thousand and 00/100 Dollars (\$10,000.00) within one year from the date of this first payment, and Ten Thousand Dollars and 00/100 (\$10,000.00) within two years from the date of the first payment. Payment of the full amount of the civil penalty shall settle fully the staff's allegations set forth in paragraphs 5 through 13 of the Settlement Agreement and Order that ABC School Supply, Inc. violated the FHSA. Upon failure by ABC School Supply to make payment or upon the making of a late payment by ABC School Supply (a) the entire amount of the civil penalty shall be due and payable, and (b) interest on the outstanding balance shall accrue and be paid at the federal legal rate of interest under the provisions of 28 U.S.C. 1961(a) and (b).

Provisionally accepted and Provisional Order issued on the 30th day of June, 1995.

By Order of the Commission.

**Sayde E. Dunn,**

*Secretary, Consumer Product Safety Commission.*

Finally accepted and Final Order issued on the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

By order of the Commission.

**Sayde E. Dunn,**

*Secretary, Consumer Product Safety Commission.*

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BILLING CODE 6355–01–M

## CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

### Availability of Funds for Evaluation Training and Technical Assistance

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

**ACTION:** Notice of availability of funds.

**SUMMARY:** The Corporation for National Service (the Corporation) announces the availability of up to \$1.5 million for an evaluation training and technical assistance (T/TA) program. A single award will be made. The successful applicant will be responsible for providing evaluation training and technical assistance to AmeriCorps\*National and AmeriCorps\*State and Learn & Serve America: Higher Education programs. This program is subject to the availability of funds.

**DATES:** Application materials will be available beginning on Friday, July 7, 1995. Deadline for submission of applications is 3:00 P.M. Eastern Standard Time on Friday, August 11, 1995.

**ADDRESSES:** Applications must be submitted to: Corporation for National Service, 1201 New York Avenue NW, Ninth Floor, Washington, D.C. 20525, Attention: Patricia L. Holliday. Applications may not be submitted by facsimile. This notice may be requested in an alternative format for the visually impaired.

**FOR FURTHER INFORMATION CONTACT:** To obtain applications, contact the Corporation in writing via facsimile at (202) 565–2786. For further information, contact Patricia L. Holliday, Grants and Contracts Officer, at (202) 606–5000, ext. 187.

### SUPPLEMENTARY INFORMATION:

#### Background

The Corporation is a federal government corporation that engages