

received into any of our dockets by the name of the individual submitting the comment (or signing the comment, if submitted on behalf of an association, business, labor union, etc.). You may review DOT's complete Privacy Act Statement in the **Federal Register** published on April 11, 2000 (Volume 65, Number 70; Pages 19477-78), or you may visit <http://dms.dot.gov>.

Dated: July 19, 2007.

By order of the Maritime Administrator.

**Daron T. Threet,**

*Secretary, Maritime Administration.*

[FR Doc. E7-14434 Filed 7-25-07; 8:45 am]

**BILLING CODE 4910-81-P**

## DEPARTMENT OF TRANSPORTATION

### Maritime Administration

[Docket No. MARAD-2007-28791]

#### Requested Administrative Waiver of the Coastwise Trade Laws

**AGENCY:** Maritime Administration, Department of Transportation.

**ACTION:** Invitation for public comments on a requested administrative waiver of the Coastwise Trade Laws for the vessel *Sancerre*.

**SUMMARY:** As authorized by Public Law 105-383 and Public Law 107-295, the Secretary of Transportation, as represented by the Maritime Administration (MARAD), is authorized to grant waivers of the U.S.-build requirement of the coastwise laws under certain circumstances. A request for such a waiver has been received by MARAD. The vessel, and a brief description of the proposed service, is listed below. The complete application is given in DOT docket MARAD-2007-28791 at <http://dms.dot.gov>. Interested parties may comment on the effect this action may have on U.S. vessel builders or businesses in the U.S. that use U.S.-flag vessels. If MARAD determines, in accordance with Public Law 105-383 and MARAD's regulations at 46 CFR Part 388 (68 FR 23084; April 30, 2003), that the issuance of the waiver will have an unduly adverse effect on a U.S.-vessel builder or a business that uses U.S.-flag vessels in that business, a waiver will not be granted. Comments should refer to the docket number of this notice and the vessel name in order for MARAD to properly consider the comments.

Comments should also state the commenter's interest in the waiver application, and address the waiver criteria given in § 388.4 of MARAD's regulations at 46 CFR Part 388.

**DATES:** Submit comments on or before August 27, 2007.

**ADDRESSES:** Comments should refer to docket number MARAD-2007-28791. Written comments may be submitted by hand or by mail to the Docket Clerk, U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue, SE., Washington, DC 20590. You may also send comments electronically via the Internet at <http://dmses.dot.gov/submit/>. All comments will become part of this docket and will be available for inspection and copying at the above address between 10 a.m. and 5 p.m., E.T., Monday through Friday, except federal holidays. An electronic version of this document and all documents entered into this docket is available on the World Wide Web at <http://dms.dot.gov>.

#### FOR FURTHER INFORMATION CONTACT:

Joann Spittle, U.S. Department of Transportation, Maritime Administration, 1200 New Jersey Avenue, SE., Room W21-203, Washington, DC 20590. Telephone 202-366-5979.

**SUPPLEMENTARY INFORMATION:** As described by the applicant the intended service of the vessel *SANCERRE* is:

*Intended Use:* "Sailing instruction and coastal tours in a six-pack charter operation."

*Geographic Region:* "California coast and coastal islands."

#### Privacy Act

Anyone is able to search the electronic form of all comments received into any of our dockets by the name of the individual submitting the comment (or signing the comment, if submitted on behalf of an association, business, labor union, etc.). You may review DOT's complete Privacy Act Statement in the **Federal Register** published on April 11, 2000 (Volume 65, Number 70; Pages 19477-78) or you may visit <http://dms.dot.gov>.

Dated: July 19, 2007.

By order of the Maritime Administrator.

**Daron T. Threet,**

*Secretary, Maritime Administration.*

[FR Doc. E7-14436 Filed 7-25-07; 8:45 am]

**BILLING CODE 4910-81-P**

## DEPARTMENT OF TRANSPORTATION

### Maritime Administration

#### Revisions to the Voluntary Tanker Agreement

**AGENCY:** Maritime Administration, Department of Transportation

**ACTION:** Notice of revised Voluntary Tanker Agreement (VTA); notice of meeting.

**SUMMARY:** The Maritime Administration announces the text of a revised Voluntary Tanker Agreement, pursuant to Section 708 of the Defense Production Act of 1950, as amended (50 App. U.S.C. 2158). This text revises and replaces the Agreement as it was last published in Volume 48 of the **Federal Register** at page 38715 (August 25, 1983) and is issued in accordance with the provisions of 44 CFR Part 332. Because this revised Agreement contains extensive changes, both former and new participants should submit new applications which are available from the Maritime Administration. The complete, draft text of the VTA is published below. Copies of the Agreement and Application are being sent to U.S. companies that own, operate, or charter tankers and ocean-going tugs and tank barges. Copies are also available to the public upon request. The Maritime Administration will also hold a public meeting to receive input for developing the final text of the VTA.

**FOR FURTHER INFORMATION CONTACT:** Mr. Thomas Christensen, Director, Office of Emergency Preparedness, Room W23-304, Maritime Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590, (202) 366-5909, [tom.christensen@dot.gov](mailto:tom.christensen@dot.gov).

**DATES:** An open meeting for the purpose of developing the final text of the VTA will convene at 10 a.m., Wednesday, August 29, 2007, in Conference Rooms 8-10, U.S. Department of Transportation, 1200 New Jersey Avenue, SE., Washington, DC 20590. Notice of intent to attend given to the point of contact above will assure adequate seating and more efficient access at security-controlled entrances.

#### SUPPLEMENTARY INFORMATION:

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**Preface**

Pursuant to the authority contained in Section 708, Defense Production Act of 1950 as amended (50 App. U.S.C. 2158) the Maritime Administrator, (“the Administrator”), after consultation with the Department of Defense (DoD) and representatives of the tanker industry, has developed this Voluntary Tanker Agreement. The Agreement establishes the terms, conditions and procedures under which Participants agree voluntarily to make tankers available to DoD. The Agreement further affords Participants defenses to civil and criminal actions for violations of antitrust laws when carrying out the Agreement. The Agreement is designed to create a close working relationship among the Administrator, the Commander of U.S. Transportation Command (the DoD-designated representative for purposes of this Agreement) and the Participants through which DoD requirements and the needs of the civil economy can be met through cooperative action. The Agreement affords Participants flexibility to respond to defense requirements and adjust their commercial operations to minimize disruption whenever possible.

The Secretary of Defense (SecDef) has approved this Agreement as an Emergency Preparedness Program (EPP) pursuant to 46 U.S.C. 53107.

This is a replacement for the Agreement as it first appeared in Volume 48 of the **Federal Register** at page 38715 (August 25, 1983). Because this replacement contains new substantive provisions, those wishing to participate in the Agreement should submit new applications.

**Voluntary Tanker Agreement***I. Purpose*

The Administrator has determined, in accordance with Section 708(c)(1) of the Defense Production Act of 1950 (DPA), that conditions exist which may pose a direct threat to the national defense of the United States or its preparedness programs and, under the provisions of Section 708, has certified to the Attorney General that a standby agreement for the utilization of tanker capacity is necessary for the national defense. The Attorney General, in consultation with the Chairman of the Federal Trade Commission, has issued a finding that tanker capacity to meet national defense requirements cannot be provided by the industry through a voluntary agreement having less anticompetitive effects or without a voluntary agreement.

The purpose of the Agreement is to provide a responsive transition from peace to contingency operations through procedures agreed in advance to provide tanker capacity to support DoD contingency requirements. The Agreement establishes procedures for the commitment of tanker capacity to satisfy such requirements. The Agreement is intended to promote and facilitate DoD’s use of existing commercial tanker resources in a manner which minimizes disruption to commercial operations whenever possible.

The Agreement will change from standby to active status upon activation by appropriate authority as described in Section VI.

**II. Authorities***A. Maritime Administration (MARAD)*

1. Sections 101 and 708, DPA (50 App. U.S.C. 2158); E.O. 12919, 59 FR 29525 (June 7, 1994); E.O. 12148, 3 CFR 1979 Comp., p. 412, as amended; 46 CFR Part 340; DOT Order 1900.9.

2. Section 501 of E.O.12919, as amended, delegated the authority of the President under Section 708 of the DPA to the Secretary of Transportation (SecTrans), among others. SecTrans delegated to the Administrator the authority under which the Voluntary Tanker Agreement is sponsored in DOT Order 1900.9.

*B. U.S. Transportation Command (USTRANSCOM)*

1. Section 113 and Chapter 6 of Title 10 of the United States Code.

2. DoD Directive 5158.4 designating Commander USTRANSCOM to provide air, land, and sea transportation for the DoD.

**III. General***A. Participation*

1. Tanker operators of vessels greater than 20,000 deadweight tons may become Participants in this Agreement by submitting an executed copy of the form specified in Section VII of this Agreement.

2. Owners and operators of Integrated Tug-Barges (ITBs) and Articulated Tug-Barges (ATBs) greater than 20,000 deadweight tons (DWT) may become Participants in this Agreement.

3. For the purposes of this Agreement, “Participant” includes the corporate entity entering into this Agreement and all United States subsidiaries and affiliates of that entity which own or operate ships in the course of their regular business and in which that entity has more than fifty (50) percent control either by stock ownership or otherwise.

4. Vessels of a Participant subject to the provisions of this Agreement shall not be subject to the provisions of any other DoD Sealift Readiness Program (SRP).

5. A list of Participants will be published annually in the **Federal Register**.

*B. Effective Date and Duration of Participation*

Participation in this Agreement is effective upon execution of the application form by the Participant and the Administrator or their authorized designees and remains in effect until terminated in accordance with 44 CFR 332.4.

*C. Withdrawal From the Agreement*

Participants may withdraw from this Agreement subject to the fulfillment of obligations incurred under the Agreement prior to the date such withdrawal becomes effective, by giving written notice to the Administrator. Withdrawal from this Agreement will not deprive a Participant of an antitrust defense otherwise available to it in accordance with DPA Section 708 for the fulfillment of obligations incurred prior to withdrawal. A Participant otherwise subject to the DoD SRP that voluntarily withdraws from this Agreement will become subject again to the DoD SRP.

*D. Rules and Regulations*

Participants acknowledge and agree to abide by all provisions of Section 708, DPA, as amended (50 App. U.S.C. 2158), and regulations related thereto which are promulgated by the SecTrans, the Attorney General, and the Chairman of the Federal Trade Commission.

Standards and procedures pertaining to voluntary agreements have been promulgated in 44 CFR Part 332. The Administrator shall inform Participants of new rules and regulations as they are issued.

#### *E. Amendment of the Agreement*

1. The Attorney General may modify this Agreement, in writing, after consultation with the Chairman of the Federal Trade Commission, SecTrans, through her representative MARAD, and SecDef, through his representative, Commander USTRANSCOM. The Administrator, Commander USTRANSCOM and Participants may modify this Agreement at any time by mutual agreement, but only in writing with the approval of the Attorney General and the Chairman of the Federal Trade Commission.

2. A Participant may propose amendments to the Agreement at any time.

#### *F. Administrative Expenses*

Administrative and out-of-pocket expenses incurred by Participants shall be borne solely by participants.

#### *G. Record Keeping*

1. MARAD and the DoD have primary responsibility for maintaining records in accordance with 44 CFR Part 332.

2. The Director, Office of Emergency Preparedness, MARAD, shall be the official custodian of records related to the carrying out of this Agreement, except records of direct dealings between the DoD and Participants.

3. For direct dealings between the DoD and Participants, the designee of the SecDef shall be the official custodian of the record but the Director of the Office of Emergency Preparedness, MARAD shall have complete access thereto.

4. In accordance with 44 CFR 332.3(d), each Participant shall maintain for five years all minutes of meetings, transcripts, records, documents, and other data, including any communications with other Participants or with any other member of the industry, related to the carrying out of this Agreement. Each Participant agrees to make available to the Administrator, the Commander USTRANSCOM, the Attorney General, the Director of the Federal Emergency Management Agency, and the Chairman of the Federal Trade Commission for inspection and copying at reasonable times and upon reasonable notice any item that this section requires the Participant to maintain. Any record maintained under this subsection shall be available for public inspection and

copying, unless exempted on the grounds specified in 5 U.S.C. 552(b)(1) and (3) or identified as privileged and confidential information in accordance with Section 705(e) of the DPA, as amended, and 94 CFR Part 332.

#### *H. Requisition of Ships of Non-Participants*

The Administrator upon presidential authorization may requisition ships of non-Participants to supplement capacity made available for defense operations under this Agreement and to balance the economic burden of defense support among companies operating in U.S. trade. Non-Participant owners of requisitioned tankers will not participate in the Tanker Requirements Committee and will not enjoy the immunities provided by this Agreement.

#### *I. Jones Act Waivers*

In situations where the activation of the Agreement deprives a Participant of all or a portion of its Jones Act tonnage and, at the same time, creates a general shortage of Jones Act tonnage on the market, the Administrator may request that the Assistant Commissioner, Office of Regulations and rulings, U. S. Customs and Border Protection, Department of Homeland Security grant a temporary waiver of the provisions of the Jones Act to permit a Participant to charter or otherwise utilize non-Jones Act tonnage. The tonnage for which such waivers are requested will be approximately equal to the Jones Act tonnage chartered to the DoD and any waiver that may be granted will be effective for the period that the Jones Act tonnage is on charter to the DoD plus a reasonable time for termination of the replacement tonnage charters as determined by the Administrator.

#### *J. Temporary Replacement Vessel*

Notwithstanding 10 U.S.C. 2631, 46 U.S.C. 55304 (formerly Public Resolution 17), 46 U.S.C. 55302, 55305, 55312 or 55314 (formerly Sections 901(a), 901(b), and 901b of the Merchant Marine Act, 1936), or any other cargo preference law of the United States—

1. A Participant may operate or employ in foreign commerce a foreign-flag vessel or foreign-flag vessel capacity as a temporary replacement for a United States-documented vessel or United States-documented vessel capacity that is activated by the SecDef under an Emergency Preparedness Agreement or under a primary DoD-approved SRP; and

2. Such replacement vessel or vessel capacity shall be eligible during the replacement period to transport preference cargoes subject to 10 U.S.C.

2631, 46 U.S.C. 55304 (formerly Public Resolution 17), and 46 U.S.C. 55302, 55305, 55312 or 55314 (formerly Sections 901(a), 901(b), and 901b of the Merchant Marine Act, 1936) to the same extent as the eligibility of the vessel or vessel capacity replaced.

#### **IV. Antitrust Defense**

Under the provisions of Subsection 708(j), DPA, as amended (50 App. U.S.C. 2158(j)), each Participant in this Agreement shall have available as a defense to any civil or criminal action brought for violation of the antitrust laws, with respect to any act or omission to act to develop or carry out this Agreement, that such act or omission to act was taken in good faith by the Participant in the course of developing or carrying out this Agreement and that the Participant fully complied with the provisions of the Act, and the rules promulgated thereunder, and acted in accordance with the terms of this Agreement. This defense shall not be available to the Participant for any act or omission occurring after the termination of this Agreement, nor shall it be available, upon the modification of this Agreement, with respect to any subsequent act or omission that is beyond the scope of the modified Agreement, except that no such termination or modification will be accomplished in a way that will deprive Participants of antitrust defense for the fulfillment of obligations incurred. This defense shall be available only if and to the extent that the Participants asserting it demonstrate that the action, which includes a discussion or agreement, was within the scope of the Agreement. The person asserting the defense bears the burden of proof. The defense shall not be available if the person against whom it is asserted shows that the action was taken for the purpose of violating the antitrust laws.

#### **V. Terms and Conditions**

##### *A. Agreement by Participants*

1. Each Participant agrees to contribute tanker capacity as requested by the Administrator in accordance with Section V. B. below, at such times and in such amounts as the Administrator, as requested by DoD, shall determine to be necessary to meet the essential needs of the DoD for the transportation of DoD MILSPEC petroleum and petroleum products in bulk by sea.

2. Each Participant further agrees to make tankers and tanker capacity available to other Participants when requested by the Administrator, on the advice of the Tanker Requirements Committee, in order to ensure that

contributions to meet DoD requirements are made on a proportionate basis whenever possible or to ensure that no participating tanker operator is disproportionately hampered in meeting the needs of the civil economy in accordance with priorities established by authority of the President.

#### *B. Proportionate Contribution of Capacity*

1. Any entity receiving payments under the Maritime Security Program (MSP) pursuant to the Maritime Security Act of 2003 (MSA 2003) (Pub. L. 108-136) shall become a Participant with respect to all tankers enrolled in the MSP at all times until the date the MSP operating agreement would have terminated according to its original terms. Such participation will satisfy the requirement for an MSP participant to be enrolled in an emergency preparedness program approved by SecDef as provided in 46 U.S.C. § 53107.

2. Participants hereto not receiving MSP payments pursuant to MSA 2003 agree to contribute tanker capacity under the Agreement in the proportion that its "controlled tonnage" bears to the total "controlled tonnage" of all Participants. Because exact proportions may not be feasible, each Participant agrees that variances are permissible at the discretion of the Administrator.

3. Clean tankers and clean tonnage shall mean tankers inspected and approved by DESC Quality Representatives, capable of meeting DoD quality standards, and able to carry refined MILSPEC petroleum products.

a. Chemical tankers and tankers in dirty trade may contribute clean tanker capacity only after being certified as being able to meet DoD quality standards to carry refined MILSPEC petroleum products.

4. "Controlled tonnage" shall mean tankers, including ITBs and ATBs of over 20,000 DWT capacity and present military usefulness in the transportation of refined DoD cargoes pursuant to the requirements of associated warplans:

a. In which, as of the effective date of the activation of this Agreement, the Participant or any of its U.S. subsidiaries or affiliates has a controlling interest and which are registered in any of the following countries: The United States, Liberia, Panama, Honduras, the Bahamas, or the Marshall Islands; PLUS

b. Ships which are on charter or under contract to such Participant for a period of six (6) months or more from the effective date of activation of the Agreement, regardless of flag of registry, exclusive of tonnage available to the Participant under contracts of

affreightment and consecutive voyage charter; provided that, in the event an owner of a vessel terminates a time charter in accordance with a war clause, the affected tonnage will be excluded from the chartering Participant's controlled tonnage; PLUS

c. Any other non-U.S.-flag tonnage which a Participant may offer to designate as "controlled tonnage" and which the Tanker Requirements Committee accepts; MINUS

d. Tankers described in subparagraphs, a. and b. which are chartered out or under contract to others for a remaining period of six (6) months or more from the effective date of activation of this Agreement; MINUS

e. Certain vessels which are fitted with special gear and are on permanent station for the storage of crude oil from a production platform and vessels which may have a dual role of production storage and transportation use to a limited location.

5. This Agreement shall not be deemed to commit any vessel with respect to which the law of the country of registration requires the approval of the government before entering into this Agreement of furnishing such vessel under the terms of this Agreement until such time as the required approval has been obtained.

6. The obligations of Participants to contribute clean capacity under the Agreement shall be calculated on a proportionate basis wherever possible among the Participants by the Tanker Requirements Committee.

7. A vessel on charter to a Participant shall not be subject to a relet to the DoD in the case where the period of the relet would be longer than the term of the Participant's incharter or in the case where the relet would otherwise breach the terms of the incharter, but such tonnage shall be included in the calculation of the Participant's "controlled tonnage".

8. The Administrator retains the right under law to requisition ships of Participants. A Participant's ships which are directly requisitioned by the U.S. Government or which are called up pursuant to other U.S. Government voluntary arrangements shall be credited against the Participant's proportionate contribution under this Agreement. Ships on charter to the DoD when this Agreement is activated shall not be so credited.

#### *C. Reports of Controlled Tonnage*

Twice annually, or upon request of the Administrator and in such form as may be requested, each Participant shall submit information as to "controlled tonnage" necessary for the carrying out

of this Agreement. Information which a Participant identifies as privileged and confidential shall be withheld from public disclosure in accordance with Sections 708(h)(3) and 705(e) of the DPA, as amended, and 44 CFR Part 332.

#### *D. Freight Rates Under the Agreement*

1. The rate of charter hire applicable to each charter under this Agreement shall be the "prevailing market rate" effective at the time of the proposed loading of the vessel. The "prevailing market rate" shall be determined by the Military Sealift Command (MSC) Contracting Officer utilizing the price analysis techniques set forth in FAR Part 15.4 to determine that the negotiated rates are fair and reasonable, utilizing market or previous contract prices. Time charter hire rates, for either U.S. or foreign-flag tankers, shall be expressed in terms of a per diem rate(s).

2. The rate of charter hire fixed with respect to each charter shall apply for the entire period of the charter, except that:

a. For a consecutive voyage charter, the rate of charter shall be increased or decreased to reflect increases or decreases in the price of bunker fuel applicable in the area of the vessel's trade;

b. Reimbursement for increased war risk insurance premiums will be made in accordance with section V.E.;

#### *E. War Risk Insurance*

1. Increased War risk insurance premiums for time chartered vessels will be paid by DoD or MARAD war risk insurance policies will be implemented.

2. For voyage and consecutive voyage charters, the Participant will be reimbursed for increases in war risk insurance premiums that are applicable to the actual voyage but are announced after the charter rate is established by the broker panel.

3. For any ship chartered under this Agreement, the SecDef may procure from the SecTrans war risk insurance on hull and machinery, war risk protection and indemnity insurance, and Second Seaman's War Risk Insurance, subject to 46 U.S.C. § 53905 (formerly Section 1203 of the Merchant Marine Act, 1936).

### **VI. Activation of the Agreement**

#### *A. Determination of Necessity*

This Agreement may be activated at the request of The Commander USTRANSCOM, with the approval of SecDef, to support Contingency operations when there is a tanker capacity emergency. A tanker capacity emergency will be deemed to exist when tanker capacity required to

support operations of U.S. forces outside the continental United States cannot be supplied through the commercial tanker charter market in accordance with applicable laws and regulations or other voluntary arrangements. The Administrator shall notify the Attorney General and the Chairman of the Federal Trade Commission, when such a finding is made.

#### B. Tanker Requirements Committee

1. There is established a Tanker Requirements Committee (the "Committee") to provide USTRANSCOM, MARAD and Participants a forum to:

a. Analyze DoD Contingency tanker requirements.

b. Identify commercial tanker capacity that may be used to meet DoD requirements related to Contingencies and, as requested by USTRANSCOM, exercises, and special movements.

c. Develop and recommend Concepts of Operations (CONOPS) to meet DoD-approved Contingency requirements and, as requested by USTRANSCOM, exercises and special movements.

d. Advise the Administrator on the tanker capacity that each Participant controls and is capable of meeting Contingency requirements.

2. The Committee will be co-chaired by MARAD and USTRANSCOM and will convene as jointly determined by the co-chairs.

3. The Committee will not be used for contract negotiations and/or contract discussions between carriers and DoD; such negotiations and/or discussions will be in accordance with applicable DoD contracting policies and procedures.

4. The Committee will consist of designated representatives from MARAD, USTRANSCOM, to include Military Sealift Command, Defense Energy Support Center, each Participant, and maritime labor. Other attendees may be invited at the discretion of the co-chairs. Representatives will provide technical advice and support to ensure maximum coordination, efficiency and effectiveness in the use of Participants resources. All Participants will be invited to open Committee meetings. For selected Committee meetings, attendance may be limited to designated Participants to meet specific operational requirements.

5. The Committee co-chairs shall:

a. Notify the Attorney General, the Chairman of the Federal Trade Commission, and all Participants of the time, place and nature of each meeting and of the proposed agenda of each

meeting to be held to carry out this Agreement:

b. Provide for publication in the **Federal Register** of a notice of the time, place and nature of each meeting. If a meeting is open, a **Federal Register** notice will be published reasonably in advance of the meeting. If a meeting is closed, a **Federal Register** notice will be published within ten (10) days of the meeting and will include the reasons why the meeting is closed;

c. Establish the agenda for each meeting and be responsible for adherence to the agenda;

d. Provide for a written summary or other record of each meeting and provide copies of transcripts or other records to the Attorney General, the Chairman of the Federal Trade Commission, and all Participants; and

e. Take necessary actions to protect confidentiality of data discussed with or obtained from Participants.

#### C. Tanker Charters

MSC, as designated by USTRANSCOM, will deal directly with tanker operators in the making of charter parties and other arrangements to meet the defense requirement, keeping the Administrator informed. To reduce risk to owners and to control cost to the government, all government charters will be time charters, unless specifically designated as voyage charter by the Contracting Officer. If vessels are chartered between Participants, Participants will keep the Administrator informed. The Administrator will keep the Attorney General and the Chairman of the Federal Trade Commission informed of the actions taken under this Agreement.

#### D. Termination of Charters Under the Agreement

MSC, as the contracting officer, will notify the Administrator as far as possible in advance of the prospective termination of the need for tanker capacity under this Agreement

#### VII. Application and Agreement

The Administrator has adopted and makes available a form on which tanker operators may apply for and become Participants in this Agreement ("Application and Agreement to Participate in the Voluntary Tanker Agreement"). The form will incorporate by reference the terms of this Agreement.

#### Application and Agreement To Participate in the Voluntary Tanker Agreement

The applicant identified below hereby applies to participate in the Maritime Administration's agreement entitled "Voluntary Tanker Agreement." The text of

said Agreement is published in **Federal Register** \_\_, \_\_, 2007. This Agreement is authorized under Section 708 of the Defense Production Act of 1950, as amended (50 App. U.S.C. 2158). Regulations governing is Agreement appear at 44 CFR Part 332 and are reflected at 49 CFR Subtitle A.

The applicant, if selected, hereby acknowledges and agrees to the incorporation by reference into this Application and Agreement of the entire text of the Voluntary Tanker Agreement published in **Federal Register** \_\_, \_\_, 2007, as though said text were physically recited herein.

The applicant, as Participant, agrees to comply with the provisions of Section 708 of the Defense Production Act of 1950, as amended, the regulations of 44 CFR Part 332 and as reflected at 49 CFR Subtitle A, and the terms of the Voluntary Tanker Agreement. Further, the applicant, if selected as a Participant, hereby agrees to contractually commit to make vessels or capacity available for use by the Department of Defense and to other Participants for the purpose of meeting national defense requirements.

Attest:

(Applicant—Corporate Name)

(Signature)

(Position Title)

United States of America, Department of Transportation, Maritime Administration

By: \_\_\_\_\_  
Maritime Administrator

By Order of the Maritime Administrator.

Dated: July 19, 2007.

**Daron T. Threet,**

*Secretary, Maritime Administration.*

[FR Doc. E7-14534 Filed 7-25-07; 8:45 am]

**BILLING CODE 4910-81-P**

#### DEPARTMENT OF THE TREASURY

#### Submission for OMB Review; Comment Request

July 20, 2007.

The Department of the Treasury has submitted the following public information collection requirement(s) to OMB for review and clearance under the Paperwork Reduction Act of 1995, Public Law 104-13. Copies of the submission(s) may be obtained by calling the Treasury Bureau Clearance Officer listed. Comments regarding this information collection should be addressed to the OMB reviewer listed and to the Treasury Department Clearance Officer, Department of the Treasury, Room 11000, 1750 Pennsylvania Avenue, NW., Washington, DC 20220.

**DATES:** Written comments should be received on or before August 27, 2007 to be assured of consideration.