

The Agreement does not constitute an admission by Battat or a determination by the Commission that Battat violated the CPSA's reporting requirements. This agreement completely and finally resolves the staff allegations set forth in paragraphs 2–18 with respect to Battat Incorporated, and its officers, directors, and related companies.

32. 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).

33. Upon the Commission's final acceptance of the Agreement and issuance of the Order, Battat knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (a) An administrative or judicial hearing; (b) judicial review or other challenge or contest of the Commission's actions; (c) a determination by the Commission of whether Battat failed to comply with the CPSA and the underlying regulations; (d) a statement of findings of fact and conclusions of law; and (e) any claims under the Equal Access to Justice Act.

34. The Commission may publicize the terms of the Agreement and the final Order.

35. The Agreement and the final Order shall apply to, and be binding upon, Battat, and each of its successors and/or assigns, until the obligations described in paragraph 29 has been fulfilled to the satisfaction of the Commission.

36. The Commission issues the final Order under the provisions of the CPSA, and a violation of the final Order may subject Battat, and each of its successors and/or assigns, to appropriate legal action.

37. The Agreement may be used in interpreting the final Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict the terms of the Agreement and the final Order. 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.

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

39. This Agreement may be executed in counterparts.

Battat Incorporated

Dated: *June 27, 2012.*

By:

Joseph Battat.

Dated *June 27, 2012*

By:

Anthony T. Pavel, Jr.,  
*Counsel to Battat Incorporated, K&L  
Gates LLP, 1601 K Street NW.,  
Washington, DC 20006–1600.*

U.S. CONSUMER PRODUCT SAFETY  
COMMISSION STAFF

Cheryl A. Falvey,  
*General Counsel.*

Mary B. Murphy,  
*Assistant General Counsel*

Dated: *July 12, 2012.*

By:

Sarah C. Wang,  
*Trial Attorney, Division of Compliance,  
Office of the General Counsel.*

#### Order

Upon consideration of the Settlement Agreement entered into between Battat, Incorporated ("Battat"), and U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over Battat, and it appearing that the Settlement Agreement and the Order are in the public interest, it is *ordered* that the Settlement Agreement be, and is, hereby, accepted; and it is *further ordered*, that Battat shall pay a civil penalty in the amount of four hundred thousand dollars (\$400,000.00) within

12 months of service of the Commission's Order upon counsel for Battat, identified in the Settlement Agreement. The payments shall be made electronically to the CPSC via *www.pay.gov* in equal quarterly installments of \$100,000.00 commencing within 20 days of service upon Battat of this final order. Upon the failure of Battat to make the foregoing payments when due, interest on the unpaid amount shall accrue and be paid by Battat at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b). If Battat fails to make such payments, as set forth in the Settlement Agreement, such conduct will be considered a violation of this Agreement and Order.

Provisionally accepted and provisional Order issued on the *13th* day of *July*, 2012.

By Order of the Commission.

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

[FR Doc. 2012–17704 Filed 7–19–12; 8:45 am]

BILLING CODE 6355–01–P

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## DEPARTMENT OF DEFENSE

### Office of the Secretary

[Transmittal Nos. 12–10]

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

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

**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 12–10 with attached transmittal, policy justification, and Sensitivity of Technology.

Dated: July 17, 2012.

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

BILLING CODE 5001–06–P



## DEFENSE SECURITY COOPERATION AGENCY

201 12TH STREET SOUTH, STE 203  
ARLINGTON, VA 22202-5408

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

JUL 10 2012

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. 12-10, concerning the Department of the Army's proposed Letter(s) of Offer and Acceptance to Qatar for defense articles and services estimated to cost \$3.00 billion. After this letter is delivered to your office, we plan to issue a press statement to notify the public of this proposed sale.

Sincerely,

William E. Landay III  
Vice Admiral, USN  
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. 12-10

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

(i) *Prospective Purchaser:* Qatar

(ii) *Total Estimated Value:*

Major Defense Equipment*	\$1.70 billion
Other .....	\$1.30 billion

TOTAL .....	\$3.00 billion
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(iii) *Description and Quantity or Quantities of Articles or Services under Consideration for Purchase:* 24 AH-64D

APACHE Block III LONGBOW Attack Helicopters, 56 T700-GE-701D Engines, 27 AN/ASQ-170 Modernized Target Acquisition and Designation Sight, 27 AN/AAR-11 Modernized Pilot Night Vision Sensors, 12 AN/APG-78 Fire Control Radars (FCR) with Radar Electronics Unit (LONGBOW component), 12 AN/APR-48A Radar Frequency Interferometers, 28 AN/AAR-57(V)7 Common Missile Warning Systems, 30 AN/AVR-2B Laser Detecting Sets, 28 AN/APR-39A(V)4 Radar Signal Detecting Sets, 28 AN/ALQ-136(V)5 Radar Jammers or

Equivalent, 160 Integrated Helmet and Display Sight Systems-21, 58 Embedded Global Positioning Systems with Inertial Navigation, 30 30mm Automatic Chain Guns, 8 Aircraft Ground Power Units, 52 AN/AVS-6 Night Vision Goggles, 60 M299A1 HELLFIRE Missile Launchers, 576 AGM-114R HELLFIRE II Missiles, 295 FIM-92H STINGER Reprogrammable Micro Processor (RMP) Block I Missiles, 50 STINGER Air-to-Air Launchers, 4092 2.75 in Hydra Rockets, and 90 APACHE Aviator Integrated Helmets. Also included are M206 infrared countermeasure flares, M211

and M212 Advanced Infrared Countermeasure Munitions (AIRCM) flares, training devices, helmets, simulators, generators, transportation, wheeled vehicles and organization equipment, spare and repair parts, support equipment, tools and test equipment, technical data and publications, personnel training and training equipment, U.S. government and contractor engineering, technical, and logistics support services, and other related elements of logistics support.

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

(v) *Prior Related Cases, if any: None*

(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: July 10, 2012*

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

#### POLICY JUSTIFICATION

##### *Qatar—AH-64D APACHE Block III LONGBOW Attack Helicopters*

The Government of Qatar has requested a possible sale of 24 AH-64D APACHE Block III LONGBOW Attack Helicopters, 56 T700-GE-701D Engines, 27 AN/ASQ-170 Modernized Target Acquisition and Designation Sight, 27 AN/AAR-11 Modernized Pilot Night Vision Sensors, 12 AN/APG-78 Fire Control Radars (FCR) with Radar Electronics Unit (LONGBOW component), 12 AN/APR-48A Radar Frequency Interferometers, 28 AN/AAR-57(V)7 Common Missile Warning Systems, 30 AN/AVR-2B Laser Detecting Sets, 28 AN/APR-39A(V)4 Radar Signal Detecting Sets, 28 AN/ALQ-136(V)5 Radar Jammers or Equivalent, 160 Integrated Helmet and Display Sight Systems-21, 58 Embedded Global Positioning Systems with Inertial Navigation, 30 30mm Automatic Chain Guns, 8 Aircraft Ground Power Units, 52 AN/AVS-6 Night Vision Goggles, 60 M299A1 HELLFIRE Missile Launchers, 576 AGM-114R HELLFIRE II Missiles, 295 FIM-92H STINGER Reprogrammable Micro Processor (RMP) Block I Missiles, 50 STINGER Air-to-Air Launchers, 4092 2.75 in Hydra Rockets, and 90 APACHE Aviator Integrated Helmets. Also included are M206 infrared countermeasure flares, M211 and M212 Advanced Infrared Countermeasure Munitions (AIRCM) flares, training devices, helmets, simulators, generators, transportation, wheeled vehicles and organization equipment, spare and repair parts,

support equipment, tools and test equipment, technical data and publications, personnel training and training equipment, U.S. government and contractor engineering, technical, and logistics support services, and other related elements of logistics support. The estimated cost is \$3.00 billion.

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 and economic progress in the Middle East. Qatar is host to the U.S. Central Command forces and serves as a critical forward-deployed location in the region. The acquisition of these helicopters will allow for integration with U.S. forces for training exercises, which contributes to regional security and interoperability.

The proposed sale of the AH-64D APACHE helicopters will allow the Qatari Armed Forces (QAF) to replace its aging airframes with multi-mission attack helicopters, capable of meeting its requirements for close air support, armed reconnaissance and anti-tank warfare missions. The helicopters will provide a long-term defensive and offensive capability to the Qatari peninsula as well as enhance the protection of key oil and gas infrastructure and platforms which are vital to U.S. and western economic interests. Qatar will have no difficulty absorbing these helicopters into its armed forces.

The proposed sale of this equipment and support will not alter the basic military balance in the region.

The prime contractors will be The Boeing Company in Mesa, Arizona, Lockheed Martin Corporation in Orlando, Florida, General Electric in Cincinnati, Ohio, Lockheed Martin Mission Systems and Sensors in Owego, New York, Longbow Limited Liability Corporation in Orlando, Florida, and Raytheon Corporation in Tucson, Arizona. There are no known offset agreements proposed in connection with this potential sale.

Implementation of this proposed sale will require the assignment of three U.S. Government and five contractor representatives to Qatar to support delivery of the APACHE helicopters and provide support and equipment familiarization. In addition, Qatar has expressed an interest in a Technical Assistance Fielding Team for in-country pilot and maintenance training. To support the requirement a team of 12 personnel (one military team leader and 11 contractors) would be deployed to Qatar for approximately three years.

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

Transmittal No. 12-10

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 AH-64D APACHE Attack Helicopter weapon system contains communications and target identification equipment, navigation equipment, aircraft survivability equipment, displays, and sensors. The airframe itself does not contain sensitive technology; however, the pertinent equipment listed below will be either installed on the aircraft or included in the sale:

a. The AN/APG-78 Fire Control Radar (FCR) is an active, low-probability of intercept, millimeter-wave radar, combined with a passive AN/APR-48A Radar Frequency Interferometer (RFI) mounted on top of the helicopter mast. The FCR Ground Targeting Mode detects, locates, classifies and prioritizes stationary or moving armored vehicles, tanks and mobile air defense systems as well as hovering helicopters and helicopters, and fixed wing aircraft in normal flight. The RFI detects threat radar emissions and determines the type of radar and mode of operation. The FCR data and RFI data are fused for maximum synergism. If desired, the radar data can be used to refer targets to the regular electro-optical Modernized Target Acquisition and Designation Sight (MTADS), permitting additional visual/infrared imagery and control of weapons, including the semi active laser version of the HELLFIRE II missile. Critical system information is stored in the FCR in the form of mission executable code, target detection, classification algorithms and coded threat parametrics. This information is provided in a form that cannot be extracted by the foreign user via anti-tamper provisions built into the system. The content of these items is classified Secret. The RFI is a passive radar detection and direction finding system, which utilizes a detachable User Data Module (UDM) on the RFI processor, which contains the Radio Frequency threat library. The UDM, which is a hardware assemblage, is classified Secret when programmed with threat parameters, threat priorities and/or techniques derived from U.S. intelligence information.

b. The AN/ASQ-170 Modernized Target Acquisition and Designation

Sight/AN/AAQ-11 Modernized Pilot Night Vision Sensor (MTADS/MPNVS) provides day, night, limited adverse weather target information, as well as night navigation capabilities. The MPNVS provides thermal imaging that permits nap-of-the-earth flight to, from, and within the battle area, while MTADS provides the co-pilot gunner with search, detection, recognition, and designation by means of Direct View Optics (DVO), television, and Forward Looking Infrared (FLIR) sighting systems that may be used singularly or in combinations. Hardware is Unclassified. Technical manuals for authorized maintenance levels are Unclassified. Reverse engineering is not a major concern.

c. The AAR-57(V)7 Common Missile Warning System (CMWS) detects energy emitted by threat missile in-flight, evaluates potential false alarm emitters in the environment, declares validity of threat and selects appropriate countermeasures. The CMWS consists of an Electronic Control Unit (ECU), Electro-Optic Missile Sensors (EOMSs), and Sequencer and Improved Countermeasures Dispenser (ICMD). The ECU hardware is classified Confidential; releasable technical manuals for operation and maintenance are classified Secret.

d. The AN/APR-39A(V)4 Radar Signal Detecting Set is a system, that provides warning of a radar directed air defense threat and allow appropriate countermeasures. This is the 1553 databus compatible configuration. The hardware is classified Confidential when programmed with U.S. threat data; releasable technical manuals for operation and maintenance are classified Confidential; releasable technical data (technical performance) is classified Secret.

e. The AN/AVR-2B Laser Detecting Set is a passive laser warning system that receives, processes and displays threat information resulting from aircraft illumination by lasers on the multi-functional display. The hardware is classified Confidential; releasable technical manuals for operation and maintenance are classified Secret.

f. The AN/ALQ-136(V)5 Radar Jammer, or equivalent, is an automatic radar jammer that analyzes various incoming radar signals. When threat signals are identified and verified, jamming automatically begins and continues until the threat radar breaks lock. The hardware is classified Confidential; releasable technical manuals for operation and maintenance

are classified Secret; releasable technical data (technical performance) is classified Secret.

g. The Integrated Helmet Display Sight System (IHDS-21) is an enhanced version of its predecessor. It will provide improved operational performance primarily in resolution allowing greater utilization of the MTADS/MPNVS performance enhancements. The hardware is Unclassified.

h. The highest level for release of the AGM-114R HELLFIRE II missile is Secret, based upon the software. The highest level of classified information that could be disclosed by a proposed sale or by testing of the end item is Secret; the highest level that must be disclosed for production, maintenance, or training is Confidential. Reverse engineering could reveal Confidential information. Vulnerability data, countermeasures, vulnerability/susceptibility analyses, and threat definitions are classified Secret or Confidential.

i. The FIM-92H STINGER Block 1 Reprogrammable Micro Processor (RMP) (less module) missile is an advanced, "fire and forget," short-range, air defense weapon system. It provides low-altitude defense for ground forces against attack or aerial observation by low-flying Unmanned Aerial System, Cruise Missile, Rotary Wing, and Fixed-Wing threats. The STINGER employs an infrared heat seeking/ultraviolet seeker to guide to the target. The STINGER Block I missile has an extensive infrared counter-countermeasure capability and can engage targets from any aspect to include head-on. The missile utilizes a high-explosive, hit-to-kill warhead. The FIM-92 STINGER RMP Block I missile can be fired from a variety of platforms to include vehicles and helicopters. The hardware is classified Confidential. The highest classification of data and information is Secret; and the Captive Flight Trainer has a classification of Confidential.

j. The M211-flare is a countermeasure decoy in a 1"x1"x8" form factor in an aluminum case cartridge. It consists of case, piston, special material payload foils, and end cap. The special material is a pyrophoric metal (iron) foil that reacts with oxygen to generate infrared energy. The M211 decoys are dispersed from an aircraft to be used as a decoy in combination with the currently fielded M206 and M212 countermeasure flares to protect against advanced air-to-air and surface-to-air missile threats. The hardware is Unclassified and

releasable technical manuals for operation and maintenance are classified Secret.

k. The M212 flare is a multi-spectral countermeasure flare in a 1"x1"x8" form factor in an aluminum case cartridge. It consists of a case, impulse cartridge, Safe and Ignition (S&I), a propellant grain and a forward brass closure which acts as a weight to improve aerodynamics of the decoy. The M212 flares are dispersed from an aircraft and used in combination with the currently fielded M206 and M211 countermeasure flares and decoys to protect against advanced air-to-air and surface-to-air missile threats. The hardware is Unclassified and releasable technical manuals for operation and maintenance are classified Secret.

2. If a technologically advanced adversary were to obtain knowledge of the specific hardware and software elements, the information could be used to develop countermeasures which might reduce weapon system effectiveness or be used in the development of a system with similar or advanced capabilities.

[FR Doc. 2012-17719 Filed 7-19-12; 8:45 am]

BILLING CODE 5001-06-P

## DEPARTMENT OF DEFENSE

### Office of the Secretary

[Transmittal Nos. 12-35]

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

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

**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 12-35 with attached transmittal and policy justification.

Dated: July 17, 2012.

**Aaron Siegel,**

*Alternate OSD Federal Register Liaison Officer, Department of Defense.*

BILLING CODE 5001-06-P