

# U.S. Customs and Border Protection

## **MITIGATION OF CARRIER FINES FOR TRANSPORTING ALIENS WITHOUT PROPER DOCUMENTS; MODIFICATION OF MEMORANDUM OF UNDERSTANDING AND RECALCULATION OF PERFORMANCE LEVELS TO MEASURE CARRIER PERFORMANCE**

**8 CFR Part 273**

**CBP Dec. 09-06**

**AGENCY:** Customs and Border Protection; Department of Homeland Security.

**ACTION:** General notice.

**SUMMARY:** A carrier that transports to the United States an alien who does not have a valid passport and an unexpired visa, as required under applicable law, is subject to a fine for each alien transported lacking the required documentation. Pursuant to statute and regulations, a carrier may receive a reduction, refund, or waiver of the fine upon submission of an application for such relief supported by evidence that it screened all passengers on the conveyance providing the transport (flight or voyage). Alternatively, pursuant to statute and regulations, if a carrier that enters into a Memorandum of Understanding (MOU) with U.S. Customs and Border Protection (CBP), agreeing to follow procedures set forth in the MOU, commits a violation and becomes subject to a penalty, such carrier would not have to apply for a reduction of the fine, but would be eligible for an automatic reduction. This notice announces that CBP has made changes to the existing MOU and has recalculated and reset the performance levels CBP will use to measure carrier performance of its travel document screening responsibilities pursuant to the MOU. The revised MOU is appended to this notice.

**DATES:** CBP will commence applying the revised performance levels explained in this document for all carriers, signatory to the MOU and non-signatory, on [insert date 60 days after date of publication in the Federal Register]. Although a carrier may submit a signed revised MOU any time after February 22, 2010, CBP will begin accepting (as explained in this document) signed revised

MOU's on April 23, 2010. All terms of the MOU (except for performance levels) will take effect for the carrier that submitted the MOU on the date of acceptance by CBP. CBP will discontinue automatic processing of reduced fines based on the expired MOU practice on April 23, 2010.

**ADDRESSES:** Copies of the revised MOU may be obtained by writing to Mr. Dennis McKenzie, Director, Fines, Penalties, and Forfeitures Division, U.S. Customs and Border Protection, Office of Field Operations, Room 5.2C, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20229, and through the following email address: Dennis.McKenzie@dhs.gov.

**FOR FURTHER INFORMATION CONTACT:** Mr. Dennis McKenzie, Director, Fines, Penalties, and Forfeitures Division, U.S. Customs and Border Protection, Office of Field Operations: (202) 344-2730; Dennis.McKenzie@dhs.gov.

## **SUPPLEMENTARY INFORMATION:**

### **I. Purpose of this Notice**

Section 273 of the Immigration and Nationality Act (INA) (8 U.S.C. 1323), herein referenced as INA section 273, provides that it is unlawful for a transportation company to bring to the United States from any place outside the United States (other than from a foreign contiguous territory) any alien who does not have a valid passport and an unexpired visa, if a visa is required under the INA or regulations issued pursuant to the INA (INA section 273(a)(1)). INA section 273 further provides that a transportation company that violates this provision will be subject to a fine for each alien brought into the United States without the required documentation (INA section 273(b)). Further, no fine shall be remitted or refunded unless the transportation company establishes that it did not know, and could not have ascertained by the exercise of reasonable diligence, that the individual transported was an alien and that a valid passport or visa was required (INA section 273(c)). INA section 273 allows for reduction, refund, or waiver of a fine under its provisions if a transportation company follows procedures prescribed in regulations which demonstrate that it has screened all passengers on the vessel or aircraft or if the violation involved circumstances described in regulations for which such a reduction, refund or waiver is justified (INA section 273(e)).

Part 273 of title 8 of the Code of Federal Regulations (8 CFR part 273) implements section 273 of the INA by establishing what a carrier must do to seek a reduction, refund, or waiver of a fine under that

section. It describes steps a carrier must take to prevent the boarding of improperly documented aliens (8 CFR 273.3(b)); explains that the carrier needs to provide evidence that it has taken these steps (8 CFR 273.4); and provides for an application procedure for carriers seeking a reduction, refund, or waiver (8 CFR 273.5). It also establishes a procedure for carriers to obtain automatic reduction, refund, or waiver of a fine without the filing of an application (8 CFR 273.6).<sup>1</sup> Under this procedure, the Carrier and CBP enter into a Fines Mitigation Memorandum of Understanding (MOU) under which both parties agree to undertake certain responsibilities to improve the performance of the Carrier with respect to its duty under INA section 273 to prevent the transport of aliens to the United States without proper documentation (valid passport and, where required, an unexpired visa). The goal of the automatic fines reduction program is to maximize carrier cooperation and vigilance in its screening procedures to reduce INA section 273 violations.

The MOU that carriers signed with the legacy Immigration and Naturalization Service was published in the **Federal Register** (63 FR 23643) on April 30, 1998 as an Appendix to the final regulations promulgating Part 273 of Title 8 CFR.<sup>2</sup> Among other things, the MOU identified the method CBP used to establish performance levels or benchmarks for measuring carrier performance. The benchmarks that were established in 1998 pursuant to the MOU were based on 1994 carrier statistics. Although the MOU allowed for the recalculation of these benchmarks periodically, as deemed warranted by CBP, they were never updated.

CBP is announcing in this document that it has revised and is reauthorizing the MOU. The primary revision is the recalculation and resetting of the benchmarks for measuring carrier performance under the revised MOU based on more recent statistics. After 11 years and significant improvement by the carriers in screening alien passengers, CBP has determined that this recalculation of the bench-

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<sup>1</sup> In practice, the primary function of the regulation is fine reduction (as opposed to refund or waiver); therefore, that term and the terms “mitigation” or “fines mitigation” often appear in this document.

<sup>2</sup> Under the Homeland Security Act of 2002, 6 U.S.C. 101 *et seq.* (Public Law 107–296, 116 Stat. 2135), the Department of Homeland Security (DHS) was created and, among other things, the U.S. Customs Service was renamed the Bureau of Customs and Border Protection (CBP) and the U.S. Immigration and Naturalization Service (INS) was abolished. Under the Act, effective on March 1, 2003, CBP retained most of the components/functions of the Customs Service and assumed some functional elements of the former INS. Thus, under the Act, immigration functions under the INA vested in the Attorney General, with a few exceptions, were transferred to the Secretary of DHS. Accordingly, this document references the Secretary of DHS, CBP, and the Commissioner of CBP, except where references to the Attorney General, INS, or the Commissioner of INS are historically appropriate.

marks is warranted to further the goal of the program. The revisions to the MOU and the resetting of the benchmarks will encourage carriers to continue to improve the effectiveness of their passenger screening operations. This goal has taken on special significance since the terrorist events of September 11, 2001, as it will enhance the capability of DHS to protect America from the threat of terrorism by individuals who may attempt to use fraudulent, counterfeit, or altered travel documents to board a commercial aircraft or vessel bound for the United States.

## II. The Revised MOU

The MOU published in the **Federal Register** with the 1998 final rule expired, by its terms, on September 30, 2000, and was extended for one year to September 30, 2001. However, since its expiration, legacy INS, CBP, and the carriers that signed the MOU continued to operate as though the expired MOU had continued in force. This notice terminates the practice of CBP honoring the expired MOU and reauthorizes the revised MOU for an indefinite period.

In order to benefit from automatic processing of reduced fines in the future, carriers must sign the MOU in its revised form. A copy is appended to this notice. Copies of the revised MOU may be obtained by writing to Mr. Dennis McKenzie, Director, Fines, Penalties and Forfeitures Division, U.S. Customs and Border Protection, Office of Field Operations, Room 5.2C, 1300 Pennsylvania Avenue, NW, Washington, D.C. 20229 or through the e-mail address: *Dennis.McKenzie@dhs.gov*. Carriers must submit to CBP two copies of the revised MOU, each with original signatures and all information requested. CBP will review the MOUs and determine whether to countersign. Soon after publication of this document, CBP will issue appropriate instructions through the CBP website for submitting an MOU and informing the public of CBP's approval process.

## III. The Performance Levels

The benchmarks set forth in the MOU, referred to in the MOU as the Acceptable Performance Level (APL) and the Second APL (APL2), are essentially standards that signatory carriers must meet to obtain automatic reduction of fines imposed under INA section 273. The 1998 final rule that established the regulations for passenger travel document screening and the method for reduction, refund, or waiver of fines for INA section 273 violations stated that any significant adverse change regarding fines reduction (which may include a change to the acceptable performance levels used to determine fines mitigation under the MOU) would be published in the **Federal Register**. CBP uses these same standards as part of the mitigation

determination of fines for non-signatory carriers on a case-by-case basis when they apply for reduction, refund, or waiver of a fine under INA section 273. Non-signatory carriers have to apply for, and submit evidence to justify, mitigation in accordance with 8 CFR 273.5, 280.12, and 280.51.

CBP believes that, on the whole, the changes described in this notice do not constitute a substantial adverse change. Based on CBP's examination of fines reduction in 2006, use of the revised performance levels (rather than the original performance levels that have been used to determine fines reductions since 1998) would have reduced the total number of carriers eligible for mitigation of fines from 87% to 82%. The examination also revealed that 15 carriers (about 8%) possibly could lose eligibility for the higher level of mitigation permitted. Notwithstanding the foregoing, because the performance levels/benchmarks have not been changed since 1998, CBP has decided to publish this notice in the **Federal Register**.

#### *Calculation of Automatic Fines Mitigation*

Under the MOU, a signatory carrier's individual performance level (PL) is measured against the APL and the APL2 to determine the level of automatic fine reduction (mitigation) applied by CBP to the carrier's INA section 273 violations. Under both the old and the revised MOU, each carrier's PL is calculated by dividing the number of improper documentation violations under INA section 273 incurred by the carrier in a fiscal year by the number of documented non-immigrant aliens<sup>3</sup> transported by the carrier in that fiscal year and multiplying that result by 1000. The first carrier PLs were calculated for the 1998 final rule using relevant statistics from 1994 (and were used retroactively for fines mitigation for fiscal years 1994 through 1998). The PLs have been recalculated each year since 1998 through 2006, using the previous year's statistics.

Under the old MOU, the APL and APL2 also were calculated using relevant statistics from 1994, the former by dividing the number of section 273 violations by all carriers during that year by the number of documented non-immigrant aliens (as described above) transported to the United States by all carriers during that year, and multiplying the result by 1000, and the latter by performing the same calculation but using data relative only to carriers whose PL met or exceeded the APL. Under both the old MOU process (which has continued in practice since the MOU's expiration) and the revised

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<sup>3</sup> Documented non-immigrant aliens are those subject to the Arrival/Departure Record (Form I-94 or I-94W) requirement, either to submit one upon arrival at a U.S. port or have an electronic equivalent and corresponding admission record created at time of arrival based on information submitted electronically prior to travel.

MOU process, a signatory carrier with a PL that is equal to or better than the APL is automatically assessed a 25% fine reduction, provided that the carrier is otherwise operating in compliance with the MOU (paragraph 4.9 of the old MOU; paragraph 4.11 of the revised MOU). A signatory carrier with a PL that meets or exceeds the APL2 is automatically assessed a 50% fine reduction (if otherwise in compliance with the MOU) (paragraph 4.10 of the old MOU; paragraph 4.12 of the revised MOU). A signatory carrier performing below the APL is also eligible for the 25% reduction (if otherwise in compliance with the MOU) (paragraph 4.13 of the revised MOU which is a revision of paragraph 4.11 of the old MOU); however, continued performance below the APL warrants closer CBP scrutiny, and termination of the MOU is an option where CBP determines that INA section 273 violations are excessive, such as an unacceptable pattern of underperformance.

#### *The Recalculated APL and APL2*

Under paragraph 4.8 of the old and revised MOU, the PLs, APL, and APL2 may be recalculated periodically, as deemed necessary by CBP based on carrier performance during the previous period. As stated above, the PLs were recalculated yearly through 2006 (using the previous year's statistics), but the APL and APL2, the benchmarks, have not been recalculated since they were originally calculated in 1998 (using 1994 carrier performance data). Any recalculation of the APL and APL2 performance levels under this paragraph is intended "to maximize carrier cooperation and vigilance in their screening procedures" (63 FR 23644). This provision of the MOU gives CBP flexibility to make appropriate adjustments to the performance levels, as carrier screening performance improves over time. Such adjustments are necessary to provide an effective incentive that encourages carriers to continue to improve their screening performance, the fundamental purpose of the MOU process.

In recalculating the APL and APL2 performance levels, CBP used 2005 carrier statistics and employed the same formula that was used to set the initial performance levels in 1998 (i.e., dividing the number of INA section 273 violations by the number of documented nonimmigrant aliens transported to the United States, as described previously, multiplied by 1000, for all carriers to yield the APL and for all carriers meeting the APL to yield the APL2). Because carrier performance has improved since 1998, the APL and APL2 recalculation results were significantly lower than the 1998 calculation results (the higher carrier success rates produced fewer carrier violations). However, rather than adopt the raw recalculations as the new perfor-

mance levels that carriers must meet or exceed for reduced fines, as was done in 1998, CBP set the new APL and APL2 at points between the recent recalculations and the old APL and APL2, thereby raising the bar somewhat from what was required under the old APL and APL2 and lowering the bar somewhat from where it would have been set under the raw recalculations alone. CBP believes that the new performance levels are reasonably obtainable performance targets.<sup>4</sup>

CBP believes that application of the new APL and APL2 will incrementally restore the efficacy observed in the program in the past without negatively impacting the industry or straying from the purpose of INA section 273(e).

As stated previously, the revised MOU (paragraph 4.8) permits the periodic recalculation of performance levels (but not necessarily yearly) as deemed warranted by CBP. CBP will publish notice of any future change that is deemed adverse to the carriers.

#### **IV. Other Changes to the MOU**

The revised MOU includes a number of additional changes, including the following rudimentary changes: A change to the name of the applicable agency that is a party to the MOU, from INS to CBP; appropriate changes to the titles of pertinent officials; the appropriate renumbering of paragraphs necessitated by the addition of five new paragraphs in the revised MOU (paragraphs 3.4, 3.9, 3.16, 4.9, and 4.10); a change to the number of days that advance written notice is required by either party to terminate the MOU agreement, from 30 to 15 days (see MOU introductory text); and removal of the expiration date. In addition, the revised MOU reflects the following changes/additions (references are to paragraphs of the revised MOU unless specified otherwise):

1. In paragraph 1.4, the carrier must provide the email address of its contact person and must notify CBP of any changes to the contact information.

2. In paragraph 1.5, a carrier's contract staff is added to the carrier employees who must be required by the carrier to comply with the terms of the MOU.

3. In paragraph 3.3, the carrier agrees to conduct additional document checks for verification purposes at the boarding gate. This is a change from the old MOU which provided for carriers conducting additional checks "when deemed appropriate."

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<sup>4</sup> Under the revised MOU process, signatory carriers whose performance level falls below the reset APL may still qualify for automatic 25% fines mitigation for periods determined by CBP if they are in compliance with the MOU. However, CBP may terminate the MOU if it deems that the carrier's continued performance below the APL is not justified or that INA section 273 violations are excessive.

4. A new paragraph 3.4 is added. It reads as follows: “The Carrier is responsible for screening all passengers boarding their aircraft, regardless of who was the issuing agent for the ticket or what flight number exists on the tickets.” This new paragraph necessitated the renumbering of the paragraphs that followed.

5. In paragraph 3.5 (paragraph 3.4 of the old MOU), “other U.S. Government (USG) officials” is added to the officials who may be allowed by carriers to examine passenger documents in the circumstances identified.

6. In paragraph 3.6 (paragraph 3.5 of the old MOU), regarding cases of suspected fraud, the carrier may contact CBP for advice and assistance.

7. In paragraph 3.7 (paragraph 3.6 of the old MOU), the “Regional Carrier Liaison Group” and “other USG officials” are added to the groups that a carrier may consult for advice on authentication of documents.

8. A new paragraph 3.9 is added. It reads as follows: “The Carrier agrees to provide CBP-required information regarding the date and number of improperly documented aliens intercepted by the Carrier at the port(s) of embarkation.”

9. Paragraphs 3.8 through 3.13 of the old MOU are redesignated as paragraphs 3.10 through 3.15 of the revised MOU.

10. A new paragraph 3.16 is added. It commits a carrier to comply with the CBP APIS regulations requiring electronic transmission of passenger and crew arrival and departure manifests (19 CFR 4.7b, 4.64, 122.49a – 122.49c, 122.75a, and 122.75b; *see also* 8 CFR part 231). (Commercial carriers are required to comply with the APIS regulations regardless of this paragraph in the revised MOU.)

11. In paragraph 4.1 (also paragraph 4.1 of the old MOU), the CBP coordinator’s email address has been added to the information CBP will provide to the carrier.

12. In paragraph 4.3, the words “as necessary” have been added to the following sentence: “Initial and refresher training, as necessary, will be conducted by CBP or Carrier representatives trained by CBP.”

13. In paragraph 4.4, “other USG personnel” has been added to the officials identified who may be consulted by the carrier for assistance in performing its passenger screening function.

14. Language has been added at the end of both paragraphs 4.6 and 4.7 of the revised MOU (pertaining to how the APL and APL2, respectively, are determined) to reflect that CBP may adjust the calculation result to achieve, as deemed by CBP, the optimum measure that will encourage carriers to improve screening operations.

15. A new paragraph 4.9 is added to provide that: (a) CBP will review any carrier's application for participation in the MOU program regardless of whether the carrier's PL meets or is below the APL; (b) CBP will consider evidence submitted by the carrier demonstrating that it has taken extensive measures to prevent the transportation of improperly documented aliens to the United States; and (c) CBP will accept the carrier's MOU, by signature of the Director, Fines, Penalties, and Forfeitures Division, if satisfied with the evidence and if satisfied that the carrier is capable of meeting the MOU's terms and conditions. The evidence that a carrier may submit under (b) above is found in paragraph 4.11 of the old MOU. The three kinds of evidence set forth in paragraph 4.11 of the old MOU are included in paragraph 4.9 of the revised MOU, and an additional kind of evidence has been added (see paragraph 4.9 (2)): "evidence that the carrier operates efficient and effective boarding gate checks to deter boarding pass swaps and to verify that all passengers' documents, including transit passengers, have been examined."

16. A new paragraph 4.10 is added. It contains an explanation of the effective dates of the MOU's terms (see also the "Dates" section of this document).

17. Paragraph 4.13 of the revised MOU (paragraph 4.11 of the old MOU) has been modified to apply to signatory carriers performing below the APL. These carriers are eligible for automatic 25% fines reduction as signatory carriers, provided that they are otherwise in compliance with the MOU; CBP may suspend or terminate the MOU if it deems that the carrier's continued performance below the APL is not justified or that INA section 273 violations are excessive.

## **V. Effective Dates**

CBP will commence applying the revised performance levels explained in this document for all carriers, signatory to the MOU and non-signatory, on April 23, 2010. Although a carrier may submit a signed revised MOU any time after February 22, 2010, CBP will begin accepting (as explained in this document) signed revised MOU's on April 23, 2010. All terms of the MOU (except for performance levels) will take effect for the carrier that submitted the MOU on the date of acceptance by CBP. CBP will discontinue automatic processing of reduced fines based on the expired MOU practice on April 23, 2010.

Dated: December 29, 2009

JAYSON P. AHERN  
*Acting Commissioner*  
*Customs and Border Protection*

[Published in the Federal Register, February 22, 2010 (75 FR 7616)]

## **Appendix A - Customs and Border Protection INA Section 273(e) Fines Mitigation Memorandum of Understanding**

This voluntary Memorandum of Understanding (MOU) is made between \_\_\_\_\_ (hereafter referred to as the “Carrier”) and the U.S. Customs and Border Protection (hereafter referred to as “CBP”). The purpose of this MOU is to identify the responsibilities of each party to improve the performance of the Carrier with respect to its duty under section 273 of the Immigration and Nationality Act (INA) to prevent the transport of improperly documented aliens to the United States. Based on the Carrier’s Performance Level (PL) in comparison to the Acceptable Performance Level (APL) or Second APL (APL2) set by CBP, and based upon compliance with the other stipulations outlined in the MOU, CBP may refund, reduce, or waive a part of the Carrier’s administrative penalties under section 273 of the INA. The MOU cannot, by law, exempt the Carrier from liability for civil penalties. Although taking the steps set forth below will not relieve the Carrier of liability from penalties, the extent to which the Carrier has complied with this MOU will be considered as a factor in cases where CBP may reduce, refund, or waive a fine. It is understood and agreed by the parties that this MOU is not intended to be legally enforceable by either party. No claims, liabilities, or rights shall arise from or with respect to this MOU except as provided for in the INA or the Code of Federal Regulations (CFRs). Nothing in this MOU relieves the Carrier of any responsibilities with respect to United States laws, the INA, or the CFRs. This document, once jointly endorsed (i.e., signed by the carrier and accepted by CBP upon the signature of the appropriate CBP official), will serve as a working agreement to be utilized for all fines cases relating to section 273 of the INA, and reflects the mutual understanding of the Carrier and CBP. CBP will commence applying the APL and APL2 set forth in this MOU (sections 4.6 and 4.7) on April 23, 2010, regardless of the date the MOU is accepted by CBP (section 4.10). Acceptance occurs upon the signature of the CBP Director, Fines, Penalties and Forfeitures (FP&F) Division, Office of Field Operations (OFO) (sections 4.9 and 4.10). All other terms of the MOU, including automatic processing of fines reduction, take effect on the date CBP accepts the MOU. The MOU

shall be a valid working document for an indefinite period, subject to the MOU's terms relating to cancellation by either party. The Carrier's compliance with the MOU shall be evaluated periodically. CBP will notify the Carrier in writing of its PL and the applicable APL for each rating period. Accordingly, the Carrier agrees to begin prompt and complete implementation of all of the terms listed in this MOU. With 15 days written notice, either party may terminate this MOU, for any reason, including CBP's termination of this MOU for the Carrier's failure to abide by its terms. Termination for failure to abide by the MOU's terms may be Carrier-wide or limited to one or more of a Carrier's port(s) of embarkation. Any subsequent fines will be imposed for the full penalty amount.

## **Memorandum of Understanding**

### *1. Introduction*

1.1 The Director, FP&F Division, OFO, shall exercise oversight regarding the Carrier's compliance with this MOU.

1.2 The Carrier agrees to begin implementation of the provisions set forth below immediately upon acceptance of the MOU by CBP, as outlined in this MOU (section 4.10).

1.3 The Carrier agrees to permit CBP to monitor its compliance with the terms of this MOU. The Carrier shall permit CBP to conduct an inspection of the Carrier's document screening procedures at ports of embarkation before arrival in the United States, to determine compliance with the procedures listed in this MOU, to the extent permitted by competent local authorities responsible for port access and security. If necessary, the carrier agrees to use its good offices to obtain this permission.

1.4 The Carrier agrees to designate a coordinator to be the contact point for all issues arising from the implementation of this MOU. The Carrier shall provide CBP with the coordinator's name, title, mailing address, telephone and facsimile number, and email address. If the contact information for the carrier should change, the carrier agrees to promptly notify CBP of the changes.

1.5 The Carrier shall require that all of its employees, including its representatives and contract staff, follow the provisions of this MOU, and comply with all requirements of the INA. The Carrier further agrees to cooperate with CBP in an open two-way exchange of pertinent information.

## *2. Prompt Payment*

2.1 CBP agrees to authorize a reduction in penalty amount based on compliance with this MOU only if the Carrier has a satisfactory payment record with CBP for all administrative fines, liquidated damages, and user fees. This includes interest and penalties that have been imposed by either a formal order or final decision, except cases on appeal. The carrier agrees to present a satisfactory payment record of its user fee account prior to its applying to become signatory to the MOU.

2.2 The Carrier agrees to promptly pay all administrative fines, liquidated damages, and user fees. This includes interest and penalties that are imposed by a formal order or a final decision during the time this MOU is in effect, except cases on appeal. Prompt payment for the purposes of this MOU means payments made within 30 days from the date of billing.

2.3 CBP shall periodically review the Carrier's record of prompt payment for administrative fines, liquidated damages, and user fees including interest and penalties. Failure to make prompt payment will result in the loss of benefits under the MOU.

2.4 The Carrier agrees to select a person from its organization as a contact point for the CBP FP&F Office for the resolution of payment issues. The Carrier shall provide FP&F with the contact person's name, title, address, telephone and facsimile number, and email address and will report promptly to CBP any changes in this information.

## *3. Carrier Agreement*

3.1 The Carrier shall refuse to knowingly carry any improperly documented passenger.

3.2 The Carrier agrees to verify that trained personnel examine and screen all passengers' travel documents to confirm that the passenger is properly documented for the purpose of his/her travel to the United States and to confirm, to the best of their ability, that the passport, visa (if one is required), or other travel documents presented are valid and unexpired, and that the passenger, and any accompanying passenger named in the passport, is the apparent rightful holder of the document.

3.3 The Carrier agrees to conduct additional document checks at the boarding gate, to verify that all passengers, including transit passengers, are in possession of their own, proper boarding pass and travel documents as they board the aircraft, and to identify any fraudulent documents.

3.4 The Carrier is responsible for screening all passengers boarding their aircraft, regardless of who was the issuing agent for the ticket or what flight number exists on the tickets.

3.5 The Carrier agrees to permit CBP officers, Department of State (DOS) Consular officials, or other U.S. Government (USG) officials to screen passengers' travel documents before or after the Carrier has screened those passengers for boarding, to the extent permitted by the competent local authorities responsible for port access and security. If necessary, the carrier agrees to use its good offices to obtain this permission.

3.6 In cases involving suspected fraud, the Carrier shall assess the adequacy of the documents presented, question the individual(s) or take other appropriate steps to corroborate the identity of the passengers, such as requesting secondary identification or contacting CBP for advice and assistance.

3.7 Following notification by CBP, or its representative, about a particular passenger or passengers, the carrier shall refuse to knowingly transport any such individual determined by a CBP official not to be in possession of proper documentation to enter or pass through the United States. Transporting any improperly documented passenger so identified may result in a civil penalty. At locations where there is no CBP presence, carriers may contact the Regional Carrier Liaison Group, request local DOS Consular officials or other USG officials to examine and advise on authenticity of passenger documentation. DOS Consular officials and other USG officials will act in an advisory capacity only.

3.8 Where the Carrier has refused to board a passenger based on a suspicion of fraud or other lack of proper documentation, the Carrier agrees to make every effort to notify other carriers at that port of embarkation about that passenger, to the extent permitted by competent local authorities responsible for port access and security. If necessary, the carrier agrees to use its good offices to obtain this permission.

3.9 The Carrier agrees to provide CBP-required information regarding the date and number of improperly documented aliens intercepted by the Carrier at the port(s) of embarkation.

3.10 The Carrier shall maintain a reasonable level of security designed to prevent passengers from circumventing any Carrier document checks. The Carrier shall also maintain an adequate level of security designed to prevent stowaways from boarding the Carrier's aircraft or vessel.

3.11 The Carrier agrees to participate in CBP training programs and utilize CBP Carrier Information Guides and other information provided by CBP to assist the Carrier in determining documentary requirements and detecting fraud.

3.12 The Carrier agrees to make CBP Carrier Information Guides and other information provided by CBP readily available for use by Carrier personnel at every port of embarkation.

3.13 The Carrier agrees to make appropriate use of technological aids in screening documents including ultra violet lights, magnification devices, or other equipment identified by CBP to screen documents.

3.14 The Carrier agrees to expeditiously respond to requests from the appropriate CBP official(s) for information pertaining to the identity, itinerary, and seating arrangements of individual passengers. The Carrier also agrees to provide manifests and other information, required to identify passengers, information and evidence regarding the identity and method of concealment of a stowaway, and information regarding any organized alien smuggling activity.

3.15 Upon arrival at a CBP port of entry (POE) and prior to inspection, the Carrier agrees to notify CBP personnel at the POE of any unusual circumstances, incidents, or problems at the port of embarkation involving the transportation of improperly documented aliens to the United States.

**3.16 The Carrier will comply with the electronic submission of manifests. The provisions setting forth requirements applicable to carriers regarding the electronic transmission of arrival manifests covering passengers and crew members under section 231 of the INA are set forth in 19 CFR 4.7b (passengers and crew members onboard vessels) and in 19 CFR 122.49a (passengers onboard aircraft) and 122.49b (crew members onboard aircraft). The carrier will also comply with the provi-**

**sions setting forth requirements applicable to commercial carriers regarding the electronic transmission of departure manifests covering passengers and crewmembers under section 231 of the INA which are set forth in 19 CFR 4.64 (passengers and crew members onboard vessels) and in 19 CFR 122.75a (passengers onboard aircraft) and 122.75b (crew members onboard aircraft).**

3.17 The Carrier agrees to notify the Director, FP&F Division, in writing, if it is unable to comply with any section of the MOU because of local law or local competent authority. The Carrier shall list the specific section of the MOU with which it is unable to comply and, to be in compliance with the MOU, shall notify CBP within ten (10) days after becoming cognizant of this prohibition to comply. Further, in such instances the Carrier shall propose alternative means for meeting the objective sought by the paragraph in question. For instance, where review of foreign boarding procedures cannot be performed by CBP personnel, the Carrier could provide that an audit of its operation be performed by local authorities or by private auditors.

#### *4. CBP Agreement*

4.1 The Director, FP&F Division, Office of Field Operations, will serve as a coordinator for all fines issues arising from the implementation of this MOU. The Director, Alien Smuggling Interdiction (ASI), will serve as coordinator for all ASI issues arising from this MOU. The Director, Fraud Document Analysis Unit (FDAU) and the Carrier Liaison Program (CLP), and the Director, Passenger Programs, Immigration Advisory Program (IAP), as appropriate, will coordinate all CBP training, airline liaison officer, and on-site airport interdiction issues arising from this MOU. CBP shall provide the carrier with these offices' coordinator's names, addresses, telephone and facsimile numbers, and email addresses.

4.2 CBP agrees to publish a Carrier Information Guide to be used by Carrier personnel at all ports of embarkation prior to boarding passengers destined to the United States. The Carrier Information Guide will function as a resource to assist Carrier personnel in determining proper documentary requirements and detecting fraud.

4.3 CBP agrees to develop a formal, continuing training program to assist carriers in their screening of passengers. Carriers may provide input to CBP concerning specific training needs that they have identified. Initial and refresher training, as necessary, will be conducted by CBP or Carrier representatives trained by CBP.

4.4 To the extent possible, CBP, DOS Consular officials, or other USG personnel will consult, support, and assist the Carrier's efforts to screen passengers prior to boarding.

4.5 CBP shall determine each Carrier's Performance Level (PL), based on statistical analysis of the Carrier's performance, as a means of evaluating whether the Carrier has successfully screened all of its passengers in accordance with 8 CFR 273.3 and this MOU. The PL is determined by taking the number of each Carrier's violations of section 273 of the INA for a fiscal year and dividing this by the number of documented nonimmigrants transported by the Carrier and multiplying the result by 1,000. Documented nonimmigrants are those that are subject to the Arrival/Departure Record (CBP Form I-94 or I-94W) requirement, either to submit one upon arrival at a U.S. port or to have an electronic equivalent and corresponding admission record created at time of arrival based on information submitted electronically prior to travel.

4.6 CBP shall establish an Acceptable Performance Level (APL), based on statistical analysis of the performance of all carriers, as a means of evaluating whether the Carrier has successfully screened all of its passengers in accordance with 8 CFR 273.3 and this MOU. The APL shall be determined by taking the total number of all carrier violations of section 273 of the INA for a fiscal year (normally the fiscal year previous to the year the APL is calculated) and dividing this by the total number of documented nonimmigrants (as described in paragraph 4.5 above) transported by all carriers for that same fiscal year and multiplying the result by 1,000. CBP will then evaluate the result of that calculation and either adopt it or adjust it to achieve what it deems to be the optimum measure that encourages carriers to improve their screening operations with a reasonably challenging and reasonably attainable performance target.

4.7 CBP shall establish a Second Acceptable Performance Level (APL2), based on statistical analysis of the performance of all carriers operating at or better than the APL, as a means of further evaluating carrier success in screening its passengers in accordance with 8 CFR 273.3 and this MOU. Using carrier statistics for only those carriers which are at or better than the APL, the APL2 shall be determined by taking the total number of these carrier violations of section 273 of the INA for a fiscal year (normally the fiscal year previous to the year the APL2 is calculated) and dividing by the total number of documented nonimmigrants (as described in paragraph 4.5 above) transported by these carriers for that same year and multiplying the result

by 1,000. CBP will then evaluate the result of that calculation and either adopt it or adjust it to achieve what it deems to be the optimum measure that encourages carriers to improve their screening operations with a reasonably challenging and reasonably attainable performance target.

4.8 The PL, APL, and APL2 may be recalculated periodically (including yearly) as deemed necessary by CBP, based on Carrier performance during the previous period(s).

4.9 The Director, FP&F Division, will review the signed MOU submitted by any carrier seeking to participate in the automatic fines reduction process under this MOU regardless of whether that carrier's PL meets or exceeds the APL at the time of submission. The Director will consider evidence submitted by the carrier that demonstrates that the carrier has taken extensive measures to prevent the transport of improperly documented passengers to the United States. This evidence may include, but is not limited to, the following: (1) Information regarding the Carrier's training program, including participation of the Carrier's personnel in any CBP, DOS, or other training programs and the number of employees trained; (2) evidence that the carrier operates efficient and effective boarding gate checks to deter boarding pass swaps and to verify that all passengers' documents, including transit passengers, have been examined; (3) information regarding the date and number of improperly documented aliens intercepted by the Carrier at the port(s) of embarkation, including, but not limited to, the aliens' name, date of birth, passport nationality, passport number or other travel document information, and reason boarding was refused, if otherwise permitted under local law; and, (4) other evidence, including screening procedure enhancements, technological or otherwise, to demonstrate the Carrier's good faith efforts to properly screen passengers destined to the United States. If the Director is satisfied with the carrier's evidence, and is otherwise satisfied that the carrier is capable of meeting the terms and conditions contained in this MOU, CBP will accept the carrier's signed MOU, such acceptance evidenced by the Director's signature (section 4.10).

4.10 CBP will commence applying the APL and APL2 set forth in this MOU (sections 4.6 and 4.7) on April 23, 2010 regardless of the date the MOU is accepted by CBP. All other terms of the MOU, including automatic processing of fines reduction, take effect on the date CBP accepts the MOU. Acceptance occurs upon the signature of the Director, FP&F Division.

4.11 Carriers whose PL is at or better than the APL are eligible to receive an automatic 25 percent reduction, if signatory to and in compliance with this MOU, on fines imposed under section 273 of the INA for periods determined by CBP.

4.12 Carriers whose PL is at or better than the APL<sup>2</sup> are eligible to receive an automatic 50 percent reduction, if signatory to and in compliance with this MOU, on fines imposed under section 273 of the INA for periods determined by CBP.

4.13 Carriers whose PL is below the APL are eligible to receive an automatic 25 percent reduction, if signatory to and in compliance with this MOU, on fines imposed under section 273 of the INA for periods determined by CBP, provided that CBP may terminate the MOU if it deems that the carrier's performance below the APL is not justified in the circumstances or that violations of section 273 of the INA are excessive.

4.14 The Carrier may defend against imposition of, or seek a waiver or further reduction of, an administrative fine if the case is timely defended pursuant to 8 CFR part 280, in response to the Form I-79, Notice of Intent to Fine, and the Carrier establishes that further mitigating or extenuating circumstances existed at the time of the violation that warrant the relief sought.

\_\_\_\_\_  
(Carrier Representative's Signature)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Carrier Name)

\_\_\_\_\_  
Director, FP&F Division, OFO  
Customs and Border Protection.

Dated: \_\_\_\_\_

  
**GENERAL NOTICES**

**ACCREDITATION OF DIXIE SERVICES, INC., AS A  
COMMERCIAL LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation of Dixie Services, Inc., as a commercial laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12, Dixie Services, Inc., 1706 First Street, Galena Park, TX 77547, has been accredited to test petroleum and petroleum products for customs purposes, in accordance with the provisions of 19 CFR 151.12. Anyone wishing to employ this entity to conduct laboratory analyses should request and receive written assurances from the entity that it is accredited by the U.S. Customs and Border Protection to conduct the specific test requested. Alternatively, inquires regarding the specific test this entity is accredited to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

*[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)*

**DATES:** The accreditation of Dixie Services, Inc., as commercial laboratory became effective on September 03, 2009. The next triennial inspection date will be scheduled for September 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: February 4, 2010

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, February 19, 2010 (75 FR 7513)]

  
**ACCREDITATION AND APPROVAL OF INSPECTORATE  
AMERICA CORPORATION, AS A COMMERCIAL GAUGER  
AND LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Inspectorate America Corporation, as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Inspectorate America Corporation, 12211 Port Road, Operations Blvd., Seabrook, TX 77586, has been approved to gauge and accredited to test petroleum and petroleum products for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

*[http://cbp.gov/xp/cgov/import/operations\\_support/  
labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)*

**DATES:** The accreditation and approval of Inspectorate America Corporation, as commercial gauger and laboratory became effective on September 16, 2009. The next triennial inspection date will be scheduled for September 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: February 4, 2010

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, February 19, 2010 (75 FR 7512)]



**ACCREDITATION AND APPROVAL OF INSPECTORATE  
AMERICA CORPORATION, AS A COMMERCIAL GAUGER  
AND LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Inspectorate America Corporation, as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Inspectorate America Corporation, Bo. Encarnacion 127 Km 19.1, Tallaboa-Penuelas, PR 00624, has been approved to gauge and accredited to test petroleum and petroleum products for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

*[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)*

**DATES:** The accreditation and approval of Inspectorate America Corporation, as commercial gauger and laboratory became effective on September 15, 2009. The next triennial inspection date will be scheduled for September 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: February 4, 2010

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, February 19, 2010 (75 FR 7512)]



## **DATES AND DRAFT AGENDA OF THE FORTY-FIFTH SESSION OF THE HARMONIZED SYSTEM COMMITTEE OF THE WORLD CUSTOMS ORGANIZATION**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security, and U.S. International Trade Commission.

**ACTION:** Publication of the dates and draft agenda for the forty-fifth session of the Harmonized System Committee of the World Customs Organization.

**SUMMARY:** This notice sets forth the dates and draft agenda for the next session of the Harmonized System Committee of the World Customs Organization.

**DATES:** February 22, 2010

**FOR FURTHER INFORMATION CONTACT:** Joan A. Jackson, Staff Assistant, Tariff Classification and Marking Branch, U.S. Customs and Border Protection (202–325–0010), or David Beck, Director, Office of Tariff Affairs and Trade Agreements, U.S. International Trade Commission (202–205–2592).

#### **SUPPLEMENTARY INFORMATION:**

##### **BACKGROUND**

The United States is a contracting party to the International Convention on the Harmonized Commodity Description and Coding System (“Harmonized System Convention”). The Harmonized Commodity Description and Coding System (“Harmonized System”), an international nomenclature system, forms the core of the U.S. tariff, the Harmonized Tariff Schedule of the United States. The Harmonized System Convention is under the jurisdiction of the World Customs Organization (established as the Customs Cooperation Council).

Article 6 of the Harmonized System Convention establishes a Harmonized System Committee (“HSC”). The HSC is composed of representatives from each of the contracting parties to the Harmonized System Convention. The HSC’s responsibilities include issuing classification decisions on the interpretation of the Harmonized System. Those decisions may take the form of published tariff classification opinions concerning the classification of an article under the Harmonized System or amendments to the Explanatory Notes to the Harmonized System. The HSC also considers amendments to the legal text of the Harmonized System. The HSC meets twice a year in Brussels, Belgium. The next session of the HSC will be the forty-fifth and it will be held from March 11, 2010 to March 26, 2010.

In accordance with section 1210 of the Omnibus Trade and Competitiveness Act of 1988 (Pub. L. 100–418), the Department of Homeland Security, represented by U.S. Customs and Border Protection, the Department of Commerce, represented by the Census Bureau, and the U.S. International Trade Commission (“ITC”), jointly represent the U.S. government at the sessions of the HSC. The Customs

and Border Protection representative serves as the head of the delegation at the sessions of the HSC.

Set forth below is the draft agenda for the next session of the HSC. Copies of available agenda-item documents may be obtained from either Customs and Border Protection or the ITC. Comments on agenda items may be directed to the above-listed individuals.

GAIL A. HAMILL, CHIEF  
*Tariff Classification and Marking Branch*

Attachment



WORLD CUSTOMS ORGANIZATION  
 ORGANISATION MONDIALE DES DOUANES  
 Established in 1952 as the Customs Co-operation Council  
 Créée en 1952 sous le nom de Conseil de coopération douanière

HARMONIZED SYSTEM  
 COMMITTEE

NC1502E1c

-  
 45<sup>th</sup> Session

O. Eng.

Brussels, 16 February 2010.

**DRAFT AGENDA FOR THE 45<sup>TH</sup> SESSION OF  
 THE HARMONIZED SYSTEM COMMITTEE**

**FROM** : MONDAY, 15 MARCH 2010 (10.00 A.M.)

**TO** : FRIDAY, 26 MARCH 2010

**N.B.** : **THURSDAY 11 MARCH (10.00 A.M.) TO  
 FRIDAY 12 MARCH 2010 : PRESESSIONAL WORKING PARTY  
 (TO EXAMINE THE QUESTIONS UNDER AGENDA ITEM VI)**

**I. ADOPTION OF THE AGENDA**

- |                          |                  |
|--------------------------|------------------|
| 1. DRAFT AGENDA .....    | <b>NC1502E1c</b> |
| 2. Draft Timetable ..... | <b>NC1503B1a</b> |

**II. REPORT BY THE SECRETARIAT**

- |  |                        |
|--|------------------------|
| 1. Position regarding Contracting Parties to the HS<br>Convention and related matters.....                 | NC1504E1a              |
| 2. Report on the last meeting of the Policy<br>Commission (62 <sup>nd</sup> Session) .....                 | SP0325E1a<br>NC1505E1a |
| 3. Approval of decisions taken by the Harmonized<br>System Committee at its 44 <sup>th</sup> Session ..... | NG0160E1<br>NC1501E1a  |
| 4. Capacity building activities of the Nomenclature<br>and Classification Sub-Directorate.....             | NC1506E1a              |
| 5. Co-operation with other international organisa-<br>tions .....  | NC1507E1a              |
| 6. New information provided on the WCO Web site....  | NC1508E1a              |
| 7. Working languages for HS matters.....   | NC1509E1a              |
| 8. Draft corrigendum amendments to the<br>Harmonized System .....  | NC1510E1a              |

9.	Development of Correlation Tables .....	NC1511E1a
10.	Preparation and timing of HS 2012 publications ...	NC1512E1a
11.	Council Recommendation of 26 June 2009 amending Article 8 of the HS Convention (Objection by the Russian Federation) .....	NC1513E1a
12.	Council Recommendation of 26 June 2009 con- cerning the amendment of the Harmonized System Nomenclature (Objection by India).....	NG0163B1 NC1514E1a
III.	<u>GENERAL QUESTIONS</u>	
1.	Customs in the 21 <sup>st</sup> Century .....	NC1515E1a
2.	Possible amendment to Article 16 of the Harmonized System Convention with respect to date of entry into force of accepted amendments (Proposal by Australia).....	NC1516E1a
3.	Possible amendments to the Rules of Procedure of the Harmonized System Committee (Proposals by the Secretariat).....	NC1517E1a
4.	Scope of the Fifth Harmonized System Review Cycle .....	NC1518E1a
IV.	<u>REPORT OF THE SCIENTIFIC SUB-COMMITTEE</u>	
1.	Report of the 25 <sup>th</sup> Session of the Scientific Sub-Committee .....	NS0209E1a
2.	Matters for decision.....	NC1519E1a
3.	Possible amendment of the Explanatory Notes to Chapter 29 .....	NC1520E1a
4.	Classification of bio-fuel blends (Request by Japan).....	NC1521E1a
V.	<u>REPORT OF THE HS REVIEW SUB-COMMITTEE</u>	
1.	Report of the 39 <sup>th</sup> Session of the Review Sub-Committee .....	NR0809E1b
2.	Matters for decision.....	NC1522E1a
3.	Possible corrigendum amendments to the Harmo- nized System in respect of the new (2012) heading 96.19.....	NC1523E1a

4. Possible amendments to the Nomenclature and Explanatory Notes in respect of “water-jet cutting machines” ..... NC1524E1a

VI. REPORT OF THE PRESESSIONAL WORKING PARTY

1. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “a product named “DISCOVER®” sampler for fine fragrance” in subheading 3307.90 ..... NC1525E1a Annex A
2. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “apparatus for television transmission of the type “encoder”” in subheading 8517.62 ..... NC1525E1a Annex B
3. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “apparatus for television transmission of the type “multiplexer”” in subheading 8517.62 ..... NC1525E1a Annex C
4. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “apparatus for television transmission of the type “modulator”” in subheading 8517.62 ..... NC1525E1a Annex D
5. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “a set of wireless microphones” in subheading 8518.10.... NC1525E1a Annex E
6. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “a dumper (“6×4 Tipper K5DEF”)” in subheading 8704.23 ..... NC1525E1a Annex F
7. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “a walker-rollator” in subheading 9021.10 ..... NC1525E1a Annex G
8. Amendments to the Compendium of Classification Opinions to reflect the decision to classify “ice hockey pants Nike Bauer Supreme 10” in subheading 9506.99 ..... NC1525E1a Annex H

VII. REQUESTS FOR RE-EXAMINATION (RESERVATIONS)

1. Re-examination of the “Scope of headings 22.06 and 22.08 (Request by Canada)” ..... NC1526E1a

VIII. FURTHER STUDIES

1. Application of General Interpretative Rule 2 (a) in respect of the classification of car-assembly sets (Request by the Russian Federation)..... **NC1486E1a**  
NC1527E1a
2. Classification of milk proteins (Product # 1)..... NC1528E1a
3. Possible new Subheading Explanatory Note to subheading 1901.10 to define the scope of the term “infant” (Proposal by the EU)..... **NC1548E1a**  
NC1529E1a
4. Possible amendment of the Explanatory Notes in respect of technologies used in the manufacture of ethyl alcohol..... NC1530E1a
5. Possible amendment of the Explanatory Note to heading 85.18..... NC1531E1a
6. Classification of a “Bluetooth” headset (Request by the Russian Federation) ..... NC1532E1a
7. Possible amendment of the Explanatory Note to heading 87.04..... NC1533E1a
8. Classification of certain “motorcycle parts” (Request by Peru)..... NC1534E1a
4. Possible amendment of the Explanatory Notes in respect of technologies used in the manufacture of ethyl alcohol..... NC1530E1a
9. Possible amendment of the Explanatory Notes in respect of “walker-rollators” ..... NC1535E1a
10. Classification of a dissolution testing unit (Request by Saudi Arabia)..... NC1536E1a
11. Possible amendment of the Explanatory Notes with respect to articles of furniture fitted with wheels (Proposal by Canada)..... NC1537E1a
12. Possible amendments to Classification Opinion 9503.00/8 ..... NC1538E1a
13. Possible amendments to the Explanatory Notes in respect of “ice hockey pants” ..... NC1547E1a

IX. NEW QUESTIONS

1. Classification of two products referred to as “Bakeshure® 251” and “Bakeshure® 419” (Request by Norway)..... NS0207E1a  
NC1539E1a

2.	Classification of the “SUAVITEL” (Request by Colombia) .....	NS0202E1a NC1540E1a
3.	Scope of heading 29.28 (Request by the EU) .....	NS0203E1a NC1541E1a
4.	Possible amendment of the Explanatory Note to heading 48.14 (Proposal by the EU) .....	NC1542E1a
5.	Possible amendment of the Explanatory Note to heading 85.07 (Proposal by Canada) .....	NC1543E1a
6.	Classification of certain types of monitors (Request by Norway) .....	NC1544E1a
7.	Classification of octagonal steel columns for lamp posts (Request by Japan) .....	NC1545E1a
X.	<u>ADDITIONAL LIST</u>	
XI.	<u>OTHER BUSINESS</u>	
1.	List of questions which might be examined at a future session .....	NC1546E1a
XII.	<u>ELECTIONS</u>	
XIII.	<u>DATES OF NEXT SESSIONS</u>	