

reasonably expected requests under this agreement.

8. DOE shall utilize its field elements, contractors, laboratories, and facilities, and private industry, as required, in recovery and disposition operations, for the safe, timely, and efficient conduct of these operations. The use of these facilities is limited to those sites with appropriate capabilities and compliance with applicable regulations, as well as necessary funding. If such a site or necessary funds are not available, DOE will consult with NRC and/or other Federal and State agencies to determine if managing the material may be accomplished by other means.

#### C. Coordination Officers

Each agency shall designate an individual(s) who will serve as the respective coordination officer(s), or point(s) of contact (POC). The POCs will coordinate and facilitate actions required by their respective agencies. Additionally, they will establish and maintain a call list (names, phone, and fax numbers) of responsible persons for day-to-day contact on any matter related to this MOU, and shall provide this call list to each other, as requested and appropriate.

#### VII. Elements of Coordination

##### A. Information Exchange

Both agencies agree to exchange information with respect to relevant programs and lessons learned. The purpose of the exchanges is to provide expert technical assistance to both agencies and to assist either agency by reducing or eliminating duplication of effort. The sharing of information between DOE and NRC (and Agreement States as appropriate) will be exercised to the extent authorized by law (i.e. NRC and DOE directives, statutes, and regulations), and will be consistent with each agencies' missions.

Both agencies recognize the need to protect from public disclosure, data and information that are exchanged between them, which fall within the definition of trade secrets, and confidential commercial or financial information. Both agencies agree to exchange proprietary information in accordance with applicable regulations and their regulatory authority. If a request calls for a disclosure determination regarding proprietary information obtained from either agency, such as a Freedom of Information Act request or response to a Congressional inquiry—or either agency must comply with various responsibilities—the agency responsible for the information will be promptly

notified, by the other agency, of the need for disclosure of the information. The responsible agency will make any needed contact with the submitter of the protected information and will accept the responsibility for evaluating the submitter's comments, before rendering the disclosure determination.

##### B. Sharing Other Information

DOE and NRC will also offer each other the opportunity to comment on regulations, regulatory guides, or other communications that refer to activities, policies, or regulations of the other agency, that are relevant to this agreement. If practicable, the documents will be provided for comment prior to issuance.

Either agency may request additional information, when such is deemed necessary to complete its mission.

#### VIII. Meetings

##### A. Annual Inter-Agency Meeting

The following are the offices and officers responsible for this agreement:

1. For the U.S. Nuclear Regulatory Commission: Director, Office of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Mail Stop T8-A23, Washington, D.C. 20555; Telephone: (301) 415-7800.

2. For the U.S. Department of Energy: Deputy Assistant Secretary for Waste Management, Environmental Management, U.S. Department of Energy, Mail Stop 5B-040/FORS, Washington, D.C. 20585; Telephone: (202) 586-0307.

The DOE and NRC responsible officers, or their designated representatives, shall meet at least annually to evaluate the activities related to this MOU and make recommendations to agency heads on its effectiveness. DOE and NRC will host the meeting on alternating years.

##### B. Coordination Officers

Coordination officers, POCs, or their designated representatives, shall meet, on a semiannual basis, to discuss technical issues related to this MOU, review the status of actions underway or planned, discuss any problems or issues, and recommend necessary changes. DOE and NRC shall host the meeting on alternate dates.

#### IX. Other Laws and Matters

Nothing in this MOU shall be deemed to restrict, modify, or otherwise limit the application or enforcement of any laws of the United States with respect to matters specified herein, nor shall anything in the MOU be construed as modifying, restricting, or directing the existing authority of either agency.

Nothing in this MOU shall be deemed to establish any right nor provide a basis for any action, either legal or equitable, by any person or class or persons challenging a government action or a failure to act.

This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.

#### X. Effective Date, Modification, and Termination of MOU

This MOU may be further implemented by supplementary agreements in which authorized representatives of DOE and NRC may further amplify or otherwise modify the policy or provisions in the memorandum or any of its supplements, provided that any material modifications of the provisions or any of its supplements shall be subject to the approval of the authorized signatories of this memorandum or their designated representatives.

This MOU will take effect when it has been signed and dated by the authorized representatives of DOE and NRC. It may be modified by mutual written consent, or terminated by either agency upon 60 days advance written notice. The agencies agree to reevaluate this MOU at least every five years, at which time either agency has the option of renewing, modifying, or terminating this MOU.

Approved and accepted for the U.S. Nuclear Regulatory Commission.

Carl J. Paperiello,  
*Director, Office of Nuclear Material Safety and Safeguards.*

Dated: June 18, 1999.

Approved and accepted for the U.S. Department of Energy.

Mark W. Frei,  
*Acting Deputy Assistant Secretary for Waste Management, Environmental Management.*

Dated: December 18, 1998.

[FR Doc. 00-344 Filed 1-6-00; 8:45 am]

BILLING CODE 7590-01-P

#### RAILROAD RETIREMENT BOARD

##### Proposed Collection; Comment Request

**SUMMARY:** In accordance with the requirement of Section 3506(c)(2)(A) of the Paperwork Reduction Act of 1995 which provides opportunity for public comment on new or revised data collections, the Railroad Retirement Board (RRB) will publish periodic summaries of proposed data collections.

*Comments are invited on:* (a) Whether the proposed information collection is necessary for the proper performance of the functions of the agency, including whether the information has practical

utility; (b) the accuracy of the RRB's estimate of the burden of the collection of the information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden related to the collection of information on respondents, including the use of automated collection techniques or other forms of information technology.

*Title and purpose of information collection:* Application for Spouse Annuity Under the Railroad Retirement Act; OMB 3220-0042 Section 2(c) of the Railroad Retirement Act (RRA), provides for the payment of annuities to spouses of railroad retirement annuitants who meet the requirements under the RRA. The age requirements for a spouse annuity depend on the employee's age and date of retirement and the employee's years of railroad service. The requirements relating to the annuities are prescribed in 20 CFR 216, 218, 219, 232, 234, and 295.

The RRB uses Form AA-3, *Application for Spouse/Divorced Spouse Annuity*, to obtain the information needed to determine an applicant's entitlement to an annuity and the amount of the annuity. Completion is required to obtain a benefit. One response is requested of each respondent.

The RRB proposes to revise Form AA-3 by adding an item that clarifies whether the Medicare processing section of the form needs to be completed. Significant non-burden impacting formatting, cosmetic and editorial changes are also proposed. The RRB estimates that 8,500 Form AA-3's are completed annually at an estimated completion time of 33 to 58 minutes per response. Total respondent burden is estimated at 4,717 hours.

*Additional Information or Comments:* To request more information or to obtain a copy of the information collection justification, forms, and/or supporting material, please call the RRB Clearance Officer at (312) 751-3363. Comments regarding the information collection should be addressed to Ronald J. Hodapp, Railroad Retirement Board, 844 N. Rush Street, Chicago, Illinois 60611-2092. Written comments should be received within 60 days of this notice.

**Chuck Mierzwa,**  
Clearance Officer.

[FR Doc. 00-322 Filed 1-6-00; 8:45 am]

BILLING CODE 7905-01-M

## SECURITIES AND EXCHANGE COMMISSION

[Rel. No. IC-24230; File No. 812-11438]

### Golden American Life Insurance Company, et al.; Notice of Application

December 30, 1999.

**AGENCY:** Securities and Exchange Commission ("SEC" or "Commission").

**ACTION:** Notice of application for an order of approval pursuant to Section 26(b) of the Investment Company Act of 1940 ("Act") and an order granting exemptive relief pursuant to Section 17(b) of the Act.

**SUMMARY OF APPLICATION:** Applicants seek an order pursuant to Section 26(b) of the Act, approving the substitution of shares of the Mid-Cap Growth Series of The GCG Trust for shares of the All-Growth Series of The GCG Trust. Applicants also seek an order, pursuant to Section 17(b) of the Act, granting exemptions from Section 17(a) to permit Applicants to carry out the substitution by means of in-kind redemption and purchase transactions.

**APPLICANTS:** Golden American Life Insurance Company ("Golden American"), Golden American Life Insurance Company Separate Account A ("Golden American Separate Account A"), Golden American Life Insurance Company Separate Account B ("Golden American Separate Account B"), Equitable Life Insurance Company of Iowa ("Equitable"), Equitable Life Insurance Company of Iowa Separate Account A ("Equitable Separate Account A"), First Golden American Life Insurance Company of New York ("First Golden"), First Golden American Life Insurance Company of New York Separate Account NY-B ("First Golden Separate Account NY-B"), and The GCG Trust ("GCG Trust").

**FILING DATES:** The application was filed on December 18, 1998, and amended and restated on July 13, 1999, and December 23, 1999.

**HEARING OR NOTIFICATION OF HEARING:** An order granting the application will be issued unless the SEC orders a hearing. Interested persons may request a hearing by writing the Secretary of the SEC and serving Applicants with a copy of the request, in person or by mail. Hearing requests should be received by the SEC by 5:30 p.m. on January 24, 2000, and should be accompanied by proof of service on Applicants, in the form of an affidavit or, for lawyers, a certificate of service. Hearing request should state the nature of the writer's interest, the reason for the request, and the issues contested. Persons who wish

to be notified of a hearing may request notification of a hearing by writing to the Secretary of the SEC.

**ADDRESSES:** Secretary, SEC, 450 Fifth Street, NW, Washington, DC 20549-0609. Applicants, Marilyn Talman, Esquire, Golden American Life Insurance Company, 1475 Dunwoody Drive, West Chester, Pennsylvania 19380.

**FOR FURTHER INFORMATION CONTACT:** Ronald A. Holinsky, Attorney, or Susan M. Olson, Branch Chief, Office of Insurance Products, Division of Investment Management, at (202) 942-0670.

**SUPPLEMENTARY INFORMATION:** The following is a summary of the application. The complete application is available for a fee from the Public Reference Branch of the SEC, 450 Fifth Street, NW, Washington, DC 20549-0102, or call (202) 942-8090.

### Applicants' Representations

1. Golden American and Equitable are stock life insurance companies organized under the insurance laws of Delaware and Iowa, respectively. Each is authorized to write variable annuity and variable life insurance policies in at least 48 states and the District of Columbia. First Golden is a stock life insurance company organized under the insurance laws of the state of New York, and is authorized to write variable annuity contracts in New York and Delaware. Golden American, Equitable and First Golden (collectively, "Applicant Insurance Companies") are wholly owned subsidiaries of ING Groep N.V. ("ING"), a global financial services holding company.

2. Equitable Separate Account A, Golden Separate Account A, Golden Separate Account B and First Golden Separate Account NY-BH (collectively, "Applicant Separate Accounts") are separate accounts for which one of the Applicant Insurance Companies serves as the sponsor and depositor. Golden American serves as sponsor and depositor of Golden Separate Account and Golden Separate Account B; Equitable serves as sponsor and depositor of Equitable Separate Account A; First Golden serves as sponsor and depositor of First Golden Separate Account NY-B. Each Applicant Separate Account is a segregated asset account of its insurance company sponsor and each is registered under the Act as a unit investment trust. Each Applicant Separate Account is administered and accounted for as part of the general business of the Applicant Insurance Company of which it is a part. The income, gains or losses of Applicant