

UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE

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In the Matter of)	
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Medtronic Mediterranean SAL (Lebanon))	Case No. <u>19-12</u>
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ORDER

The Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce (“BIS”), has notified Medtronic Mediterranean SAL (Lebanon) (“Medtronic Mediterranean”) of its intention to initiate an administrative proceeding pursuant to the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2021)) (the “Regulations”)¹, against Medtronic Mediterranean, a controlled-in-fact foreign affiliate of Medtronic, Inc., a domestic concern, based on allegations set forth in the Proposed Charging Letter, dated August 12, 2021, that Medtronic Mediterranean committed eleven violations of the Regulations.

¹ The Regulations originally issued under the Export Administration Act of 1979, as amended, 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (“the EAA”), which lapsed on August 21, 2001. The President, through Executive Order 13,222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent of which was August 14, 2019 (84 Fed. Reg. 41881 (Aug. 15, 2019)), continued the Regulations in full force and effect under the International Emergency Economic Powers Act, (50 U.S.C. § 1701, *et seq.* (2012)) (“IEEPA”).

On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 (“ECRA”). The Anti-Boycott Act of 2018 is a subpart of ECRA. While Section 1766 of ECRA repeals the provisions of the EAA (except for three sections which are inapplicable here), Section 1768 of ECRA provides, in pertinent part, that all rules and regulations that were made or issued under the EAA, including as continued in effect pursuant to IEEPA, and were in effect as of ECRA’s date of enactment (August 13, 2018), shall continue in effect according to their terms until modified, superseded, set aside, or revoked through action undertaken pursuant to the authority provided under ECRA.

Specifically, the Proposed Charging Letter alleged:

1. *Eleven violations of 15 C.F.R. §760.5 – Failing to Report the Receipt of a Request to Engage in a Restrictive Trade Practice or Foreign Boycott Against a Country Friendly to the United States:*

In connection with activities in the interstate or foreign commerce of the United States, as defined in Section 760.1(d) of the Regulations, during the period December 2012 through June 2014, on eleven occasions, Medtronic Mediterranean failed to report to the Department of Commerce the receipt of a request to engage in a restrictive trade practice or boycott.

BIS and Medtronic Mediterranean have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations whereby they have agreed to settle this matter in accordance with the terms and conditions set forth therein and the terms of the Settlement Agreement have been approved by me.

IT IS THEREFORE ORDERED THAT:

FIRST, a civil penalty of \$13,750 shall be assessed against Medtronic Mediterranean and shall be paid to the U.S. Department of Commerce within 30 days from the date of entry of this Order. Payment of this sum shall be made in the manner specified in the attached instructions.

SECOND, pursuant to the Debt Collections Act of 1982, as amended (31 U.S.C. §§3701 – 3720E (2012)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice and, if payment is not made by the due date specified herein, Medtronic Mediterranean shall be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, Medtronic Mediterranean's compliance with the terms of the Settlement Agreement and this Order, as set forth above, including the full and timely payment of the civil penalty of \$13,750 is hereby made a condition to the granting, restoration or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Medtronic Mediterranean.

Accordingly, if Medtronic Mediterranean should fail to comply in full with the terms of the Settlement Agreement and this Order, the undersigned may issue an Order denying all of Medtronic Mediterranean's export privileges for a period of one year from the date of issuance of any such denial order.

FOURTH, the Proposed Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.

**KEVIN
KURLAND**

Digitally signed by KEVIN
KURLAND
Date: 2021.09.28 10:23:02
-04'00'

Kevin J. Kurland
Acting Assistant Secretary of Commerce
for Export Enforcement

Entered this 28th day of September, 2021

Attachments

INSTRUCTIONS FOR PAYMENT OF SETTLEMENT AMOUNT

1. The check should be made payable to:

NOAA/BIS

2. The check can be sent to the following Treasury addresses for processing:

via United States Postal Service (USPS)

Department of Commerce – NOAA
PO Box 979008
St. Louis, MO 63197-9000

via FedEx or UPS

Department of Commerce – NOAA
Attn: GA Lockbox 979008
1005 Convention Plaza
Saint Louis, MO 63101

(Please note on the check: BIS-Case No. 19-12)

Payments can also be made electronically via ACH or FedWire. Please contact either of the following for further details on these payment methods:

Rodrigo Rojas {Rodrigo.Rojas@noaa.gov or 301-444-2780} OR
Maria King {Maria.King@noaa.gov or 301-444-2181}

NOTICE

The Order to which this Notice is attached describes the reasons for the assessment of the civil monetary penalty. It also specifies the amount owed and the date by which payment of the civil penalty is due and payable.

Under the Debt Collections Act of 1982, as amended (31 U.S.C. §§3701 – 3702E (2012)) and the Federal Claims Collection Standards (65 Fed. Reg. 70390 – 70406, November 22, 2000, to be codified at 31 C.F.R. Parts 900 – 904), interest accrues on any and all civil monetary penalties owed and unpaid under the Order, from the date of the Order until paid in full. The rate of interest assessed respondent is the rate of the current value of funds to the U.S. Treasury on the date that the Order was entered. However, interest is waived on any portion paid within 30 days of the date of the Order. See 31 U.S.C. §3717 and 31 C.F.R. §901.9.

The civil monetary penalty will be delinquent if not paid by the due date specified in the Order. If the penalty becomes delinquent, interest will continue to accrue on the balance remaining due and unpaid, and respondent will also be assessed both an administrative charge to cover the cost of processing and handling the delinquent claim and a penalty charge of six percent per year. However, although the penalty charge will be computed from the date that the civil penalty becomes delinquent, it will be assessed only on sums due and unpaid for over 90 days after that date. See 31 U.S.C. §3717 and 31 C.F.R. §901.9.

The foregoing constitutes the initial written notice and demand to respondent in accordance with Section 901.2 of the Federal Claims Collections Standards (31 C.F.R. §901.2(b)).

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE

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In the Matter of)
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Medtronic Mediterranean SAL (Lebanon))
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Case No. 19-12

SETTLEMENT AGREEMENT

This agreement is made by and between Medtronic Mediterranean SAL (“Medtronic Mediterranean”), a controlled-in-fact foreign affiliate of Medtronic, Inc., a domestic concern, and the Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce (“BIS”), pursuant to Section 766.18(a) of the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2021)) (the “Regulations”)¹.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2021). The Regulations originally issued under the Export Administration Act of 1979, as amended, 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (“the EAA”), which lapsed on August 21, 2001. The President, through Executive Order 13,222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), continued the Regulations in full force and effect under the International Emergency Economic Powers Act, 50 U.S.C. § 1701, et seq. (2012) (“IEEPA”).

On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 (“ECRA”). The Anti-Boycott Act of 2018 is a subpart of ECRA. While Section 1766 of ECRA repeals the provisions of the EAA (except for three sections which are inapplicable here), Section 1768 of ECRA provides, in pertinent part, that all rules and regulations that were made or issued under the EAA, including as continued in effect pursuant to IEEPA, and were in effect as of ECRA’s date of enactment (August 13, 2018), shall continue in effect according to their terms until modified, superseded, set aside, or revoked through action undertaken pursuant to the authority provided under ECRA.

WHEREAS, Medtronic Mediterranean has voluntarily disclosed information concerning certain of its transactions to BIS; and

WHEREAS, BIS has notified Medtronic Mediterranean of its intention to initiate an administrative proceeding against Medtronic Mediterranean pursuant to the Regulations by issuing the Proposed Charging Letter dated August 12, 2021, a copy of which is attached hereto and incorporated herein by this reference²;

WHEREAS, Medtronic Mediterranean has reviewed the Proposed Charging Letter and is aware of the allegations against it and the administrative sanctions which could be imposed against it if the allegations are found to be true;

WHEREAS, Medtronic Mediterranean fully understands the terms of this Settlement Agreement and the Order (“Order”) that the Assistant Secretary of Commerce for Export Enforcement will enter if he approves this Settlement Agreement as the final resolution of this matter;

WHEREAS, Medtronic Mediterranean enters into this Settlement Agreement voluntarily and with full knowledge of its rights;

² The violations alleged occurred during the years 2012 and 2014. The Regulations governing the violations at issue are found in the 2012, 2013 and 2014 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2012, 2013 and 2014)). The 2021 Regulations govern the procedural aspects of this matter.

WHEREAS, Medtronic Mediterranean states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Medtronic Mediterranean neither admits nor denies the truth of the allegations, but wishes to settle and dispose of the allegations made in the Proposed Charging Letter by entering into this Settlement Agreement; and

WHEREAS, Medtronic Mediterranean agrees to be bound by the appropriate Order (“Order”) when entered;

NOW THEREFORE, Medtronic Mediterranean and BIS agree as follows:

1. Under the Regulations, BIS has jurisdiction over Medtronic Mediterranean with respect to the matters alleged in the Proposed Charging Letter.
2. BIS will impose a civil penalty on Medtronic Mediterranean in the amount of \$13,750. Medtronic Mediterranean will pay to the U.S. Department of Commerce, within 30 days from the date of entry of the Order, and in accordance with the terms of the Order, when entered, the amount of \$13,750 in complete settlement of all matters set forth in the Proposed Charging Letter.
3. Compliance with the terms of this Settlement Agreement and the Order, when entered, including the full and timely payment of the civil penalty agreed to in paragraph 2, is hereby made a condition of the granting, restoration, or continuing

validity of any export license, license exception, permission, or privilege granted, or to be granted, to Medtronic Mediterranean. Failure to comply fully with the terms of this Settlement Agreement and the Order, when entered, may result in the denial of all of Medtronic Mediterranean's export privileges for a period of one year from the date of issuance of any such denial order.

4. Subject to the approval of this Settlement Agreement, pursuant to paragraph 7 hereof, Medtronic Mediterranean hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violation of this Settlement Agreement or the Order, when entered) including, without limitation, any right to:
 - A. An administrative hearing regarding the allegations in the Proposed Charging Letter;
 - B. Request a refund of any civil penalty paid by Medtronic Mediterranean pursuant to this Settlement Agreement and the Order, when entered; or
 - C. Seek judicial review or otherwise contest the validity of this Settlement Agreement or the Order, when entered.

Medtronic Mediterranean also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Regulations arising out of the transactions identified in the Proposed Charging Letter, and in connection with collection of the civil penalty or enforcement of this Settlement Agreement and the Order, when entered, from the date of entry of the Order until the date that Medtronic Mediterranean has paid in full the civil penalty as set forth in Paragraph 2, above.

5. BIS, upon full and timely payment by Medtronic Mediterranean of the civil penalty set forth in Paragraph 2, above, will not initiate any administrative or judicial proceeding, or make a referral to the Department of Justice for criminal proceedings against Medtronic Mediterranean with respect to any violation of Part 760 of the Regulations arising out of the transactions set forth in the Proposed Charging Letter or any other transaction that was disclosed to or reviewed by BIS in the course of its investigation.
6. Medtronic Mediterranean understands that BIS will make the Proposed Charging Letter, this Settlement Agreement, and the Order, when entered, available to the public.
7. This Settlement Agreement is for settlement purposes only, and does not constitute an admission by Medtronic Mediterranean that it has violated the Regulations, or an admission of the truth of any allegation contained in the Proposed Charging Letter or referred to in this Settlement Agreement. Therefore, if this Settlement Agreement is not accepted and the Order not entered by the Assistant Secretary of Commerce for Export Enforcement, BIS may not use this Settlement Agreement against Medtronic Mediterranean in any administrative or judicial proceeding, and BIS and Medtronic Mediterranean shall not be bound by the terms contained in this Settlement Agreement in any subsequent administrative or judicial proceeding.

8. This Settlement Agreement constitutes and contains the entire agreement and understanding of BIS and Medtronic Mediterranean.

No agreement, understanding, representation or interpretation not contained in this Settlement Agreement may be used to vary or otherwise alter or affect the terms of this Settlement Agreement or the Order, when entered, nor shall this Settlement Agreement bind, constrain or otherwise limit any action by any other agency or department of the United States Government with respect to the facts and circumstances herein addressed. This paragraph shall not limit Medtronic Mediterranean's right to challenge any action brought by any other agency based on a referral by BIS or any employee thereof, in contravention of paragraph 5 of this Settlement Agreement.

9. This Settlement Agreement shall become binding on BIS and Medtronic Mediterranean only when approved by the Assistant Secretary of Commerce for Export Enforcement by entering the Order, which shall have the same force and effect as a decision and Order issued after a full administrative hearing on the record.
10. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

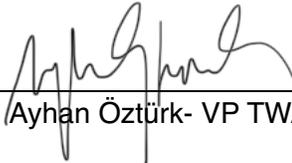
11. If any provision of the Settlement Agreement is found to be unlawful, only the specific provision in question shall be affected and the other provisions shall remain in full force and effect.

MEDTRONIC MEDITERRANEAN SAL



Majid Kaddoumi - President, CEMA

DATE: 27th September 2021



Ayhan Öztürk- VP TWAL

DATE: 27th September 2021

U.S. DEPARTMENT OF COMMERCE

Cathleen Ryan

Cathleen Ryan
Director
Office of Antiboycott Compliance

DATE: 28 September 2021

Attachment



**UNITED STATES DEPARTMENT OF COMMERCE
Bureau of Industry and Security**

1401 Constitution Avenue, Suite 3896
Washington, DC 20230

PROPOSED CHARGING LETTER

August 12, 2021

Medtronic Mediterranean SAL
6th Floor
Saint Charles City Center
Omar Daouk Street
Ain El-Mreisseh sector
Beirut, Lebanon

Attention: Aaron Jorgensen
Sr. Director, Supply Chain Logistics and
International Trade Operations

Case No. 19-12

Gentlemen/Ladies:

We, the Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce (“BIS”), have reason to believe that you, Medtronic Mediterranean SAL, on eleven occasions, have violated the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2021)) (the “Regulations”)¹.

¹ The violations alleged occurred during the years 2013 through 2014. The Regulations governing the violations at issue are found in the 2013 through 2014 versions of the Code of Federal Regulations (15 C.F.R. Parts 730 – 774 (2013 and 2014)). The 2021 Regulations govern the procedural aspects of this matter.

The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2021). The Regulations originally issued under the Export Administration Act of 1979, as amended, 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (“the EAA”), which lapsed on August 21, 2001. The President, through Executive Order 13,222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), continued the Regulations in full force and effect under the International Emergency Economic Powers Act, 50 U.S.C. § 1701, et seq. (2012) (“IEEPA”).

On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 (“ECRA”). The Anti-Boycott Act of 2018 is a subpart of ECRA. While Section 1766 of ECRA repeals the provisions of the EAA (except for three sections which are inapplicable here), Section 1768 of ECRA provides, in pertinent part, that all rules and regulations that were made or issued under the EAA, including as continued in effect pursuant to IEEPA, and were in effect as of the date of enactment of ECRA (August 13, 2018), shall continue in effect according to their terms until modified, superseded, set aside, or revoked through action undertaken pursuant to the authority provided under ECRA.



We charge that you committed eleven violations of Section 760.5 of the Regulations, in that, on eleven occasions, you failed to report to the Department of Commerce your receipt of a request to engage in a restrictive trade practice or boycott, as required by the Regulations.

We allege that:

Medtronic, Inc., is, and at all times relevant was, a domestic concern organized under the laws of the United States and doing business in the State of Minnesota. As such, Medtronic, Inc. is a United States person as defined by §760.1(b) of the Regulations.

You, Medtronic Mediterranean SAL, located in Beirut, Lebanon, are, and at all times relevant were, a company registered under the laws of Lebanon and a controlled-in-fact foreign affiliate of Medtronic, Inc., a domestic concern, as defined in Section 760.1(c) of the Regulations. As such, you, are a United States person as defined in Section 760.1(b) of the Regulations.

During the period 2012 through 2014, you engaged in transactions involving the sale and/or transfer of goods or services (including information) from the United States to Iraq, activities in the interstate or foreign commerce of the United States, as defined in Section 760.1(d) of the Regulations.

Charges 1 - 11 (15 C.F.R. §760.5 – Failing to Report the Receipt of a Request to Engage in a Restrictive Trade Practice or Foreign Boycott Against a Country Friendly to the United States)

In connection with the activities referred to above, during the period 2012 through 2014, on eleven occasions, you received a request, as described in Table A, which is attached and incorporated herein by this reference, to take an action which would have the effect of furthering or supporting a restrictive trade practice or unsanctioned foreign boycott.

Section 760.5 of the Regulations requires United States persons to report to the Department of Commerce their receipts of such requests. You failed to report to the Department of Commerce your receipts of these requests.

By failing to report your receipts of these requests, described in Table A, as directed by Section 760.5 of the Regulations, you are in violation of Section 760.5. We therefore charge you with eleven violations of Section 760.5 of the Regulations.

Accordingly, administrative proceedings are instituted against you pursuant to Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions.²

You are entitled to an agency hearing on the record as provided in Section 766.6 of the Regulations. If you wish to have a hearing on the record, you must file a written demand for one with your answer. You are entitled to be represented by counsel or other authorized representative who has power of attorney to represent you. See Sections 766.3(a) and 766.4 of the Regulations. You may also seek settlement without a hearing. See Section 766.18 of the Regulations.

Under the Small Business Regulatory Enforcement Flexibility Act, you may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter.³

If you fail to answer the allegations contained in this letter within thirty (30) days after service as provided in Section 766.6, such failure will be treated as a default under Section 766.7.

As provided in Section 766.3 of the Regulations, we are referring this matter to the Administrative Law Judge. Pursuant to an Interagency Agreement between BIS and the U.S. Coast Guard, the U.S. Coast Guard is providing administrative law judge services, to the extent that such services are required under the Regulations, in connection with the matters set forth in this letter.

Therefore, in accordance with the instructions in Section 766.5(a) of the Regulations, your answer should be filed with:

U.S. Coast Guard ALJ Docketing Center
40 South Gay Street
Baltimore, Maryland 21202-4022

Attention: Administrative Law Judge

² The alleged violations occurred prior to August 13, 2018, the date of enactment of the ECRA. Consequently, the potential sanctions are provided for in the International Emergency Economic Powers Act.

Administrative sanctions may include any or all of the following:

- a. A maximum civil penalty of the greater of \$311,562 per violation or twice the value of the transaction that is the basis of the violation (see 15 C.F.R. § 6.3(b)(4) and § 6.4). The amount is subject to annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015 and 84 Fed. Reg. 2,447 (February 7, 2019) (See also International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007));
- b. Denial of export privileges (see §764.3(a)(2) of the Regulations)
- c. Exclusion from practice before BIS (see §764.3(a)(3) of the Regulations); and/or
- d. Any other liability, sanction, or penalty available under law.

³ To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

Also, in accordance with the instructions in Section 766.5(b) of the Regulations, a copy of your answer should be served on the Bureau of Industry and Security at the following address:

Office of the Chief Counsel for Industry and Security
U.S. Department of Commerce
Room H-3839
14th Street & Constitution Avenue, NW
Washington, D.C. 20230

Sincerely,

Cathleen Ryan
Director
Office of Antiboycott Compliance

Enclosures

TABLE A

Schedule of Alleged Violations of Section 760.5
FAILURE TO REPORT RECEIPTS OF BOYCOTT REQUESTS

MEDTRONIC MEDITERRANEAN SAL
Case No. 19-12

Item #	File Reference #	Date Request Received	Date Reporting Violation*	Boycotting Country	Boycott Request
1	Tender 91-2012-954	12/19/2012	02/31/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.
2	Tender 91-2013-11	02/11/2013	05/30/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.
3	Tender 91-2013-12	02/11/2013	05/30/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.

* As provided in Section 760.5(b)(4)(ii) of the Regulations, where the person receiving the request is a United States person located outside the United States, each report of requests must be postmarked by the last day of the second month following the calendar quarter in which the request was received.

TABLE A

Schedule of Alleged Violations of Section 760.5
FAILURE TO REPORT RECEIPTS OF BOYCOTT REQUESTS

MEDTRONIC MEDITERRANEAN SAL
Case No. 19-12

Item #	File Reference #	Date Request Received	Date Reporting Violation*	Boycotting Country	Boycott Request
4	Tender 91-2013-43	04/04/2013	08/31/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.
5	Tender 94-2013-42	05/22/2013	08/31/2013	Iraq	General Inv. Equipments Conditions for Requirements of Engineering Import Department... 10. Submitting a sell receipt, insurance bill & certificate of origin with each offer stating that the goods are completely produced in the country of origin and that non [sic] of the parts, raw materials or production are Israeli origin and should bear the following certificate "The manufacturer or producer is not a branch or company listed in the Israeli boycott black list..."
6	Tender 87-2013-68	06/18/2013	08/31/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.

* As provided in Section 760.5(b)(4)(ii) of the Regulations, where the person receiving the request is a United States person located outside the United States, each report of requests must be postmarked by the last day of the second month following the calendar quarter in which the request was received.

TABLE A

Schedule of Alleged Violations of Section 760.5
FAILURE TO REPORT RECEIPTS OF BOYCOTT REQUESTS

MEDTRONIC MEDITERRANEAN SAL
Case No. 19-12

Item #	File Reference #	Date Request Received	Date Reporting Violation*	Boycotting Country	Boycott Request
7	Tender 87-2013-70	06/18/2013	08/31/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.
8	Tender 81-2013-20-R1	06/12/2013	08/31/2013	Iraq	General Inv. Equipments Conditions for Requirements of Engineering Import Department... 10. Submitting a sell receipt, insurance bill & certificate of origin with each offer stating that the goods are completely produced in the country of origin and that non [sic] of the parts, raw materials or production are Israeli origin and should bear the following certificate "The manufacturer or producer is not a branch or company listed in the Israeli boycott black list..."
9	Tender 87-2013-75	06/24/2013	08/31/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.

* As provided in Section 760.5(b)(4)(ii) of the Regulations, where the person receiving the request is a United States person located outside the United States, each report of requests must be postmarked by the last day of the second month following the calendar quarter in which the request was received.

TABLE A

Schedule of Alleged Violations of Section 760.5
FAILURE TO REPORT RECEIPTS OF BOYCOTT REQUESTS

MEDTRONIC MEDITERRANEAN SAL
 Case No. 19-12

Item #	File Reference #	Date Request Received	Date Reporting Violation*	Boycotting Country	Boycott Request
10	Tender 91-2013-91	07/30/2013	11/31/2013	Iraq	General Conditions for Medical Appliances Bid:... Article 1. 31 - The second party has to submit the boycott document with Israel in (2) certified copies.
11	Tender 94-2014-5	02/05/2014	05/30/2014	Iraq	General Inv. Equipments Conditions for Requirements of Engineering Import Department... 10. Submitting a sell receipt, insurance bill & certificate of origin with each offer stating that the goods are completely produced in the country of origin and that none of the parts, raw materials or production are Israeli origin and should bear the following certificate "The manufacturer or producer is not a branch or company listed in the Israeli boycott black list..."

* As provided in Section 760.5(b)(4)(ii) of the Regulations, where the person receiving the request is a United States person located outside the United States, each report of requests must be postmarked by the last day of the second month following the calendar quarter in which the request was received.