

Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW, Washington, DC 20230; telephone (202) 482-0193 or (202) 482-3833, respectively.

### The Applicable Statute

Unless otherwise indicated, all citations to the Tariff Act of 1930 (the Act), as amended, are references to the provisions effective January 1, 1995, the effective date of the amendments made to the Act by the Uruguay Round Agreements Act (URAA). In addition, all citations to the Department's regulations are to the regulations at 19 CFR Part 351 (April 1999).

### Postponement of Final Determinations and Extension of Provisional Measures

Pursuant to Section 735(a)(2) of the Tariff Act, on January 6, 2000, Siderurgica del Orinoco, C.A. (Sidor) requested that the Department postpone the final determination in this case for the full sixty days permitted by the statute. Sidor's request meets the requirements of section 735(a)(2)(A) because Sidor is the only Venezuelan exporter of the subject merchandise to the United States, and the preliminary determination in this investigation was affirmative. Further, pursuant to section 733(d) and 19 CFR 351.210(e)(2), Sidor requested that the Department extend the period that provisional measures may remain in effect from four months to not more than six months (*i.e.*, suspension of liquidation). This notice serves to postpone this final determination for 60 days (*i.e.*, until no later than 135 days after the date of publication of the preliminary determination). Suspension of liquidation will be extended accordingly.

This notice of postponement is published pursuant to 19 CFR 351.210(g).

Dated: January 18, 2000.

**Robert S. LaRussa,**

*Assistant Secretary for Import Administration.*

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## DEPARTMENT OF COMMERCE

### International Trade Administration

**A-821-810**

### Suspension of Antidumping Duty Investigation: Cold-Rolled Flat-Rolled Carbon-Quality Steel Products From the Russian Federation

**AGENCY:** Import Administration, International Trade Administration, Department of Commerce.

**SUMMARY:** The Department of Commerce ("the Department") has suspended the antidumping duty investigation involving cold-rolled flat-rolled carbon-quality steel products ("cold-rolled steel") from the Russian Federation ("Russia"). The basis for this action is an agreement between the Department and the Ministry of Trade of the Russian Federation ("MOT") accounting for substantially all imports of cold-rolled steel from Russia, wherein the MOT has agreed to restrict exports of cold-rolled steel from all Russian producers/exporters to the United States and to ensure that such exports are sold at or above the agreed reference price.

**EFFECTIVE DATE:** January 13, 2000.

**FOR FURTHER INFORMATION CONTACT:** Jean Kemp or Maria Dybczak at (202) 482-4037 and (202) 482-5811, respectively, Antidumping and Countervailing Duty Enforcement Group III, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW, Washington, DC 20230.

### SUPPLEMENTARY INFORMATION:

#### Background

On June 21, 1999, the Department initiated an antidumping duty investigation under section 732 of the Tariff Act of 1930 ("the Act"), as amended, to determine whether imports of cold-rolled steel from Russia are being, or are likely to be, sold in the United States at less than fair value (64 FR 34194). On July 16, 1999, the United States International Trade Commission ("ITC") notified the Department of its affirmative preliminary finding of threat of material injury in this case (*see* ITC Investigation Nos. 701-TA-393-396 and 731-TA-829-840). On November 10, 1999, the Department published its preliminary determination that cold-rolled steel is being, or is likely to be, sold in the United States at less than fair value ("LTFV"), as provided in section 733 of the Act (64 FR 61261).

The Department and MOT initialed a proposed agreement suspending this investigation on December 10, 1999, at which time we invited interested parties

to provide written comments on the agreement. We received comments from petitioners (Bethlehem Steel Corp., Gulf States Steel Inc., Ispat Inland Inc., LTV Steel Company, Inc., National Steel Corp., Steel Dynamics Inc., U.S. Steel Group (a Unit of USX Corp.), Weirton Steel Corporation, and Independent Steelworkers Union) on December 29, 1999. We have taken these comments into account in the final version of the suspension agreement.

The Department and MOT signed the final suspension agreement on January 13, 2000.

### Scope of Investigation

For a complete description of the scope of the investigation, *see Agreement Suspending the Antidumping Investigation on Cold-Rolled Flat-Rolled Carbon Quality Steel Products from the Russian Federation*, Appendix III, signed January 13, 2000, attached hereto.

### Suspension of Investigation

The Department consulted with the parties to the proceeding and has considered the comments submitted with respect to the proposed suspension agreement. In accordance with section 734(l) of the Act, we have determined that the agreement will prevent the suppression or undercutting of price levels of domestic products by imports of the merchandise under investigation (*see Price Suppression Memorandum*, dated January 13, 2000), that the agreement is in the public interest, and that the agreement can be monitored effectively (*see Public Interest Memorandum*, dated January 13, 2000). We find, therefore, that the criteria for suspension of an investigation pursuant to section 734(l) of the Act have been met. The terms and conditions of this agreement, signed January 13, 2000, are set forth in Appendix 1 to this notice.

Pursuant to section 734(f)(2)(A) of the Act, the suspension of liquidation of all entries of cold-rolled steel from Russia entered, or withdrawn from warehouse, for consumption, as directed in our notice of *Preliminary Determination of Sales at Less than Fair Value: Cold-Rolled Flat-Rolled Carbon Quality Steel Products from the Russian Federation* (64 FR 61261 (November 10, 1999)), is hereby terminated.

Any cash deposits on entries of cold-rolled steel from Russia pursuant to that suspension of liquidation shall be refunded and any bonds shall be released.

This notice is published pursuant to section 734(f)(1)(A) of the Act.

Dated: January 18, 2000.

**Robert S. LaRussa,**

*Assistant Secretary for Import Administration.*

### **Appendix 1—Agreement Suspending the Antidumping Investigation on Cold-Rolled Flat-Rolled Carbon-Quality Steel Products From the Russian Federation**

For the purpose of encouraging free and fair trade in certain Cold-Rolled Flat-Rolled Carbon Quality Steel Products ("Cold-Rolled Steel") from the Russian Federation ("Russia"), establishing more normal market relations, and preventing the suppression or undercutting of price levels of the like product in the United States, the United States Department of Commerce ("DOC") and the Ministry of Trade of the Russian Federation ("MOT") of Russia enter into this suspension agreement ("the Agreement").

MOT will restrict exports of Cold-Rolled Steel from all Russian producers and exporters to the United States, as provided below. DOC, pursuant to the U.S. antidumping law (see Appendix II), on the Effective Date of this Agreement, will suspend its antidumping investigation of Cold-Rolled Steel from Russia and instruct the U.S. Customs Service ("Customs") immediately to terminate the suspension of liquidation and release any cash deposit or bond posted for entries of Cold-Rolled Steel covered by this Agreement.

Accordingly, DOC and MOT agree as follows:

#### *I. Definitions*

For purposes of this Agreement, the following definitions apply:

A. "Apparent U.S. Domestic Consumption" means apparent U.S. domestic consumption determined using official statistics of the U.S. Bureau of the Census regarding imports and exports, and data from the American Iron and Steel Institute regarding domestic shipments, based on the methodology described in Appendix IV of this Agreement.

B. "Date of Export" of Cold-Rolled Steel into the United States shall be the date on which MOT issued the Export License.

C. "Date of Sale" means the date on which price and quantity become firm, *e.g.*, the date the contract is signed or the specification date if the price and quantity become firm on that date, as reflected in Russian producers' records kept in the ordinary course of business.

D. "Effective Date" of this Agreement means [Signature Date].

E. "Export License" is the document issued by MOT that serves as both an export limit certificate and a certificate of origin.

F. "Cold-Rolled Steel" means the certain cold-rolled, flat-rolled, carbon quality steel products from Russia described in Appendix III.

G. "Indirect Exports" means exports of Cold-Rolled Steel from Russia to the United States through one or more third countries, whether or not such exports are further processed, provided that the further processing does not result in a substantial transformation or a change in the country of origin.

H. "Party to the Proceeding" means any producer, exporter, or importer of Cold-Rolled Steel, union of workers engaged in the production of Cold-Rolled Steel, association of such parties, or the government of any country from which such merchandise is exported, that actively participated in the antidumping investigation, through written submission of factual information or written argument, as described in more detail in Appendix II.

I. "Export Limit Period" means one of the following periods:

Initial Export Limit Period—The Initial Export Limit Period shall begin on January 1, 2000, and end on December 31, 2000.

Subsequent Export Limit Periods—The Subsequent Export Limit Periods shall consist of each subsequent one-year period, the first of which will begin the day after the Initial Export Limit Period ends and end one year later.

J. "Reference Price" means the floor price calculated by DOC for sales of Cold-Rolled Steel for export to the United States, as described in Article III.

K. "United States" means the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located within the territory of the United States.

L. "U.S. Purchaser" means the first purchaser in the United States that is not affiliated with the Russian producer or exporter and all subsequent purchasers, from trading companies to consumers.

M. "Violation" means noncompliance with the terms of this Agreement, whether through an act or omission, except for noncompliance that is inconsequential, inadvertent, or does not substantially frustrate the purposes of this Agreement.

#### *II. Export Limits*

A. No Cold-Rolled Steel covered by this Agreement, whether exported directly or indirectly from Russia, shall be entered into the United States unless, when cumulated with all prior entries of Cold-Rolled Steel exported from Russia during the Export Limit Period in which that Cold-Rolled Steel was exported, it does not exceed the export limits set forth below.

1. The export limit for the Initial Export Limit Period (January 1, 2000, to December 31, 2000) shall be 340,000 metric tons of Cold-Rolled Steel.

2. The export limit for each subsequent Export Limit Period will be adjusted by:

(a) First, the export limit for the previous Export Limit Period shall be increased by three per cent of that export limit;

(b) Second, the number obtained under paragraph (a) shall be increased or decreased by the result of multiplying the export limit for the previous Export Limit Period by the percent change (up to three percent) in apparent U.S. domestic consumption of Cold-Rolled Steel during the most recent 12 months for which data are available at the time the DOC makes this calculation, compared to the previous 12 months (as described in Appendix IV).

3. DOC shall determine export limits for each Subsequent Export Limit Period no later than 60 days prior to the beginning of that Export Limit Period.

B. When Cold-Rolled Steel is imported into the United States and is subsequently re-exported, or re-packaged and re-exported, or further processed (but still covered by this Agreement) and re-exported, the amount re-exported shall be deducted from the amounts of exports that have been counted against the export limit for the Export Limit Period in which the re-export takes place. The deduction will be applied only after DOC has received, and has had the opportunity to verify, evidence demonstrating the original importation, any repackaging or further processing, and subsequent exportation.

C. MOT will not issue Export Licenses authorizing the exportation to the United States of Cold-Rolled Steel covered by this Agreement in any half of any Export Limit Period that exceeds 60 percent of the export limit for that Export Limit Period.

D. Notwithstanding any other provision of this Agreement, except Paragraph IV.B., up to 15 per cent of the export limit for any Export Limit Period may be carried over to the Subsequent Export Limit Period and up to 15 per cent of the export limit for any Export Limit Period may be carried back to the last 60 days of the previous Export Limit Period. Any carried over or carried back allowance shall be counted against the export limit for the previous or subsequent Export Limit Period, respectively.

E. If DOC receives information indicating that Cold-Rolled Steel from Russia may have entered into the United States in excess of the export limits established in Paragraph II.A or below the reference price established in Paragraph III.C, DOC shall notify MOT of those entries and provide to MOT all of the information concerning those entries that DOC is able to disclose consistent with U.S. law. MOT shall respond within 15 days. If the information continues to indicate that these entries were in excess of the export limits or below the reference price, DOC shall provide MOT with an opportunity for prompt consultations, which shall be completed within 60 days after DOC's initial notification. Once the consultations have been completed, unless DOC concludes that the entries were not in excess of the export limits or below the reference price, DOC shall count against the export limit for either the current or subsequent Export Limit Period, as appropriate, 125 percent of the volume of the entries in excess of the export limits or below the reference price. When a Russian producer or exporter was responsible for the entries in excess of the export limits or below the reference price, MOT shall deny that producer or exporter Export Licenses for six months following the last date of entry. When any other entity was involved with the entries in excess of the export limits or below the reference price, MOT shall, for one year after the last date of entry, deny Export Licenses for the distribution of any Cold-Rolled Steel involving that entity. The provisions of this section do not supercede the provisions of Article IX of this Agreement if DOC determines that the entries were in excess of the export limits or below the reference price.

#### *III. Reference Price*

A. MOT will ensure that Cold-Rolled Steel covered by this Agreement will not be sold

at a price below the reference price in effect on the Date of Sale.

B. DOC shall issue Reference Prices for each quarter of each calendar year 30 days before the beginning of that quarter.

C. The Reference Prices for the first quarter of the Initial Export Limit Period shall be as follows:

Grade(s)	Price per metric ton
A611 (full-hard material only) <sup>1</sup>	\$340
A366, A691 .....	345
A619, A620 .....	352

<sup>1</sup> The Reference Price for A611 material is for Grade E full-hard carbon cold-rolled sheet meeting this specification. All other Cold-Rolled Steel meeting this specification may not be exported until such time as DOC and MOT agree, after consultations, upon a Reference Price for such material.

D. Until such time as DOC and MOT agree, after consultations, upon Reference Prices for other grades of Cold-Rolled Steel, only the above grades may be exported to the United States. Consultations regarding Reference Prices for other grades of Cold-Rolled Steel shall be held within 30 days of a request and shall be completed within 15 days.

E. Thirty days before the start of each quarter of each Export Limit Period (beginning with the second quarter of 2000) the Reference Price will be increased or decreased to reflect the change in the weighted-average unit import values for Cold-Rolled Steel from all countries not subject to antidumping duty orders or investigations over the most recent three months for which data is available, as compared to the previous three months. If the weighted-average unit import value for such Cold-Rolled Steel during the last of those three months has risen or fallen by more than six percent from the average of the first two of those months, the Reference Price will be adjusted on the basis of the last month, but that adjustment may not raise or lower the Reference Price by more than 10 percent. The source of the unit import values will be publicly available import statistics from the U.S. Bureau of the Census. DOC will provide MOT with the worksheets supporting its calculation of each quarterly Reference Price at the time it provides the Reference Price to MOT.

F. Reference Prices are F.O.B. port of export. If the sale for export is on terms other than F.O.B. port of export, MOT will ensure that the F.O.B. port of export price is not lower than the Reference Price.

#### IV. Implementation

A. The United States shall require presentation of an original stamped Export License as a condition for entry into the United States of Cold-Rolled Steel covered by this Agreement, except where there are multiple shipments under a single license. For multiple shipments at multiple ports or multiple entries at one port, the original license shall be presented with the first entry and the volume entered at that time will be noted on the original license. Customs will provide the importer with a certified copy for presentation to Customs with the importer's

next entry under that license. Subsequent entries at that port can be made from copies of the original which reflect all of the deductions made from the original license.

B. Export Licenses must contain, for each grade of Cold-Rolled Steel covered by the license, the quantity in metric tons, dimensions (gauge, width, and length (in the case of coils, length, if appropriate)) unit price, and F.O.B. sales value. If necessary, additional information may be included on the Export License or, if necessary, a separate page attached to the Export License. DOC will deduct the quantity listed on each Export License from the export limit for the Export Limit Period in which the Date of Export falls. However, if the bills of lading for all of the shipments under an Export License establish that the actual imports into the United States under that license were less than the total volume listed on the license, DOC will reflect the actual amount as having been deducted from the volume listed on the export license, but, notwithstanding the carry-over and carry-back limitations in Paragraph II.D, will authorize MOT to issue a new Export License in the same or Subsequent Export Licensing Period authorizing additional exports equal in volume to the volume of the undershipment. Exports under such additional licenses will be counted against the export limit for the Export Limit Period containing the Date of Export of the undershipment. Prior to utilizing any such undershipment, MOT shall notify DOC of the Export License(s) under which the undershipment occurred, the Date of Export recorded on the License(s), the amount of the undershipment, and provide DOC with no less than 30 days to confirm the undershipment volume. The United States will prohibit the entry of any Cold-Rolled Steel from Russia not accompanied by an original stamped Export License, except as provided in Paragraph IV.A.<sup>2</sup>

C. MOT will ensure compliance with all of the provisions of this Agreement. In order to ensure such compliance, MOT will take at least the following measures:

1. Ensure that no steel subject to this Agreement is exported from Russia for entry into the United States during any Export Limit Period that exceeds the export limit for that Export Limit Period or that is priced below the Reference Price in effect on the date of sale.

2. Establish an export limit licensing and enforcement program for all direct and indirect exports of Cold-Rolled Steel to the United States no later than 30 days after the Effective Date.

3. Require that applications for Export Licenses be accompanied by a report containing all of the information listed in part A of Appendix I (Exports to the United States).

4. Refuse to issue an Export License to any applicant that does not permit full verification and reporting under this Agreement of all of the information in the application.

5. Issue Export Licenses sequentially, endorsed against the export limit for the

<sup>2</sup> The validity of an Export License will not be affected by a subsequent change of an HTS number.

relevant Export Limit Period, and reference any notice of export limit allocation results for the relevant Export Limit Period. Export Licenses shall remain valid for entry into the United States for six months. DOC and MOT may agree to an extension of the validity of the Export License in extraordinary circumstances.

6. Issue Export Licenses in the English language and, at the discretion of MOT, also in the Russian language.

7. Issue Export Licenses no earlier than 90 days before the day on which the Cold-Rolled Steel is accepted by a transportation company, as indicated in the bill of lading or a comparable transportation document, for export.

8. Collect all existing information from all Russian producers, exporters, brokers, if applicable, traders of Cold-Rolled Steel, and their relevant affiliated parties, as well as relevant trading companies/resellers utilized by Russian producers, on the sale of Cold-Rolled Steel, and report such information pursuant to Article VI of this Agreement.

9. Permit full verification of all information related to the administration of this Agreement on an annual basis or more frequently, as DOC deems necessary, to ensure that MOT is in full compliance with this Agreement and that all Russian producers and exporters are in compliance with the requirements that MOT has placed upon them under this Agreement. This requirement applies to both Russian State documents and non-State documents, such as sales contracts. In the course of verification, DOC will examine documents that record the description of products exported to the United States, including dimensions (gauge, width, and length) and heat numbers. Such verifications will take place in association with scheduled consultations whenever possible.

10. Ensure compliance with all procedures established in order to effectuate this Agreement by any official Russian institution, chamber, or other authorized Russian entity, and any Russian producer, exporter, broker, and trader of Cold-Rolled Steel, their relevant affiliated parties, and any relevant trading company or reseller utilized by a Russian producer to make sales to the United States.

11. Impose strict measures, such as prohibition from participation in the export limits allowed by the Agreement, in the event that any Russian entity does not comply in full with the requirements established by MOT pursuant to this Agreement.

#### V. Anticircumvention

A. MOT will take all necessary measures to prevent circumvention of this Agreement, including at least the following:

1. Require that all Russian exporters of Cold-Rolled Steel agree, as a condition of being permitted to export any Cold-Rolled Steel, regardless of destination, not to engage in any of the following activities:

a. Exporting to the United States Cold-Rolled Steel subject to this Agreement that is not accompanied by an Export License issued pursuant to this Agreement.

b. Transshipping Cold-Rolled Steel that is subject to this Agreement to the United States

through third countries unaccompanied by an Export License.

c. Arranging for processing of Cold-Rolled Steel subject to this Agreement either in Russia or in any third country for exportation to the United States not accompanied by an Export License, but only if such processing is covered by the definition of "indirect exports" in Paragraph I.G.

d. Exchanging ("swapping") Cold-Rolled Steel subject to this Agreement for non-subject Cold-Rolled Steel, so as to cause the non-subject steel to be entered into the United States in place of the subject Cold-Rolled Steel, thereby evading the export limits under this Agreement. "Swaps" include, but are not limited to:

i. Ownership swaps—involve the exchange of ownership of Cold-Rolled Steel without physical transfer. These may include exchange of ownership of Cold-Rolled Steel in different countries, so that the parties obtain ownership of products located in different countries, or exchange of ownership of Cold-Rolled Steel produced in different countries, so that the parties obtain ownership of products of different national origin.

ii. Flag swaps—involve the exchange of indicia of national origin of Cold-Rolled Steel, without any exchange of ownership.

iii. Displacement Swaps—involve the sale or delivery of Cold-Rolled Steel from Russia to an intermediary country (or countries) which, regardless of the sequence of events, results in the ultimate sale or delivery into the United States of displaced cold-rolled steel, where the Russian exporter knew or had reason to know that the export sale would have that result.

2. Require that all Russian exporters of Cold-Rolled Steel agree, as a condition of being permitted to export any Cold-Rolled Steel, regardless of destination, to require all of their customers to agree, as part of the contract for sale:

a. Not to engage in any of the activities listed in Paragraph V.A.1 of this Agreement. This requirement does not apply to exports to the United States that are accompanied by a valid Export License.

b. To include that same requirement in any subsequent contracts for the sale or transfer of such steel, and to report to MOT subsequent arrangements entered into for the sale, transfer exchange, or loan to the United States of Cold-Rolled Steel covered by this Agreement.

3. When MOT has received an allegation that circumvention has occurred, including an allegation from DOC, MOT shall promptly initiate an inquiry, normally complete the inquiry within 45 days and notify DOC of the results of the inquiry within 15 days after the conclusion of the inquiry.

4. If MOT determines that a Russian entity has participated in a transaction circumventing this Agreement, MOT shall impose penalties upon such company including, but not limited to, denial of access to export certificates for Cold-Rolled Steel under this Agreement.

5. If MOT determines that a Russian entity has participated in the circumvention of this Agreement, MOT shall count against the export limit for the Export Limit Period in

which the circumvention took place an amount of Cold-Rolled Steel equivalent to the amount involved in such circumvention and shall immediately notify DOC of the amount deducted. If sufficient tonnage is not available in the current Export Limit Period, then the remaining amount shall be deducted from the subsequent Export Limit Period or Periods.

6. If MOT determines that a company from a third country has circumvented the Agreement and DOC and MOT agree that no Russian entity participated in or had knowledge of such activities, then the Parties shall hold consultations for the purpose of sharing information regarding such circumvention and reaching mutual agreement on the appropriate measures to be taken to eliminate such circumvention. If the Parties are unable to reach mutual agreement within 45 days, then DOC may take appropriate measures, such as deducting the amount of Cold-Rolled Steel involved in such circumvention from the export limit for the then-current Export Limit Period or a subsequent Period. Before taking such measures, DOC will notify MOT of the facts and reasons constituting the basis for DOC's intended action and will afford MOT 15 days in which to comment.

B. DOC will direct the U.S. Customs Service to require all importers of Cold-Rolled Steel into the United States, regardless of the stated country of origin of those imports, to submit a written statement, on the last day of every quarter, listing all entries of such merchandise and certifying that the Cold-Rolled Steel imported during that quarter was not obtained under any arrangement in circumvention of this Agreement. Where DOC has reason to believe that such a certification has been made falsely, DOC will refer the matter to the U.S. Customs Service or U.S. Department of Justice for further action.

C. DOC will investigate any allegations of circumvention which are brought to its attention, both by asking MOT to investigate such allegations and by itself gathering relevant information. MOT will respond to requests from DOC for information relating to the allegations under Paragraph VI.A.4. In distinguishing normal arrangements, swaps, or other exchanges in the Cold-Rolled Steel market from arrangements, swaps, or other exchanges which would result in the circumvention of the export limits established by this Agreement, DOC will take the following factors into account:

1. Existence of any verbal or written arrangement leading to circumvention of this Agreement;

2. Existence and function of any subsidiaries or affiliates of the parties involved;

3. Existence and function of any historical and traditional patterns of production and trade among the parties involved, and any deviation from such patterns;

4. Existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for Cold-Rolled Steel delivered or swapped by another party;

5. Sequence and timing of the arrangements; and

6. Any other information relevant to the transaction or circumstances.

D. In the event that DOC determines that a Russian entity has participated in circumvention of this Agreement, DOC and MOT shall hold consultations for the purpose of sharing evidence regarding such circumvention and reaching mutual agreement on an appropriate resolution of the problem. If DOC and MOT are unable to reach mutual agreement within 60 days, DOC may take appropriate measures, such as deducting the amount of Cold-Rolled Steel involved in such circumvention from the export limit for the current Export Limit Period (or, if necessary, the Subsequent Export Limit Period) or instructing the U.S. Customs Service to deny entry to any Russian Cold-Rolled Steel sold by the entity found to be circumventing the Agreement. Before taking such measures, DOC will notify MOT of the basis for DOC's intended action and will afford MOT 30 days in which to comment. DOC will enter its determinations regarding circumvention into the record of the Agreement. MOT may request an extension of up to 15 days for any of the deadlines mentioned in this Article.

#### VI. Monitoring and Notifications

A. MOT will collect and provide to DOC such information as is necessary and appropriate to monitor the implementation of, and compliance with, this Agreement, including the following:

1. Thirty days following the allocation of export rights for any Export Limit Period, MOT shall notify DOC of each allocation recipient and the volume granted to each recipient. MOT also shall inform DOC of any changes in the volume allocated to individual quota recipients within 60 days of the date on which such changes become effective.

2. MOT shall collect and provide to DOC information on exports to the United States in the format in Appendix I to this Agreement, and on the aggregate quantity and value of exports of Cold-Rolled Steel to all other countries. In addition to this information, upon request by DOC, MOT will also provide a list of heat numbers for each shipment to the United States. This information will be subject to verification. This information will be based on semi-annual periods (January 1 through June 30 and July 1 through December 31), and will be provided no later than 90 days following the end of each half-year period, beginning on September 30, 2000.

3. Upon request by DOC, and subject to the provisions of Paragraph VII.A, MOT shall also collect and provide to DOC, within 45 days of the request, transaction-specific data for sales of Cold-Rolled Steel within the Russian home market or to any third country or countries, in the format provided in Appendix I.

4. Within 15 days of a request from DOC for information concerning alleged circumvention or other violation of this Agreement, MOT shall share with DOC all information received or collected by MOT regarding its inquiries, its analysis of such information, and the results of such inquiries.

5. MOT will inform DOC of any violations of any provisions of this Agreement that

come to its attention and of the measures taken with respect thereto.

6. MOT and DOC recognize that the effective monitoring of this Agreement may require that MOT provide information additional to that identified above.

Accordingly, after consulting with MOT, DOC may establish additional reporting requirements consistent with the U.S. antidumping law, as appropriate, during the course of this Agreement. MOT shall also collect and provide to DOC, within 45 days of the request, any such additional information requested by DOC.

B. MOT may request an extension of up to 30 days of any deadline in this Article.

C. DOC may disregard any information submitted after the deadlines set forth in this Article or any information which it is unable to verify to its satisfaction.

D. DOC shall provide MOT with the following information relating to implementation and enforcement of this Agreement.

1. Semi-annual reports indicating the volume of U.S. imports of Cold-Rolled Steel subject to this Agreement, together with such additional information as is necessary and appropriate to monitor compliance with the export limits. Such reports and information shall be provided within 120 days after the end of the last semi-annual period.

2. Notice of any violations of any term of this Agreement.

E. DOC will also monitor the following information relevant to this Agreement, and provide such information that is public to MOT upon request.

1. Publicly available data as well as U.S. Customs entry summaries and other official import data from the U.S. Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

2. U.S. Bureau of the Census computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the producer/exporter which may be responsible for such sales, DOC may request the U.S. Customs Service to provide such information. DOC may request other additional documentation from the U.S. Customs Service.

F. DOC may also request the U.S. Customs Service to direct ports of entry to forward an Antidumping Report of Importations for entries of Cold-Rolled Steel during the period this Agreement is in effect.

#### VII. Disclosure and Comment

A. DOC shall make available to representatives of each Party to the Proceeding, under appropriately-drawn administrative protective orders consistent with U.S. laws and regulations, business proprietary information submitted to DOC semi-annually or upon request pursuant to this Agreement, and in any administrative review of this Agreement.

B. Not later than 45 days after the date of disclosure under Paragraph VII.A, the Parties to the Proceeding may submit written comments to DOC, not to exceed 30 pages.

C. At the end of each Export Limit Period, each Party to the Proceeding may request a

hearing on issues raised during the preceding Export Limit Period. If such a hearing is requested, it will be conducted in accordance with U.S. laws and regulations.

#### VIII. Consultations

A. If, in response to a request by MOT at any time, DOC determines that the Reference Price calculated under Article III prevents Russian producers from participating in the U.S. market, MOT and DOC will promptly enter into consultations in order to review the market situation and the appropriateness of the Reference Price level.

B. MOT and DOC shall hold consultations concerning the implementation, operation (including the calculation of Reference Prices) and enforcement of this Agreement each year during the anniversary month of this Agreement.

C. Additional consultations on any aspect of this Agreement shall be held as soon as possible, but no later than 30 days, after a request by either MOT or DOC.

D. If DOC receives information indicating that there has been a violation of this Agreement, DOC shall promptly request special consultations with MOT. Such consultations shall begin no later than 21 days after the day of DOC's request, and must be completed within 40 days after commencement. After completion of the consultations, DOC will provide MOT 20 days within which to provide comments.

E. Two years after the effective date of this Agreement, DOC and MOT shall enter into additional consultations to review the extent to which this Agreement is accomplishing the purposes set forth in the preamble and make any revisions consistent with U.S. law that are appropriate in light of their mutual conclusions.

#### IX. Violations

A. DOC will investigate any information relating to circumvention or other violations of this Agreement which is brought to its attention, both by asking MOT to investigate such allegations and by itself gathering relevant information. Prior to making a determination that a violation has occurred, DOC will engage in consultations with MOT, pursuant to Paragraphs V.D or VIII.D. of this Agreement.

B. DOC will determine whether a violation has occurred within 30 days after the date for submission of comments by MOT upon the allegation under Paragraph VIII.D.

C. If DOC determines that this Agreement is being or has been violated, DOC will take such action as it determines is appropriate under U.S. law and regulations.

#### X. Duration

A. This Agreement will remain in force until the underlying antidumping proceeding is terminated in accordance with U.S. antidumping law.

B. DOC will, upon receiving a proper request made by MOT, conduct an administrative review of this Agreement under U.S. laws and regulations.

C. MOT or DOC may terminate this Agreement at any time upon written notice to the other party. Termination shall be effective 60 days after such notice is given. Upon termination of this Agreement, the

provisions of U.S. antidumping law and regulations shall apply. In addition, DOC shall terminate this agreement if MOT withdraws from "The Agreement Concerning Trade In Certain Steel Products From The Russian Federation." Termination shall be effective 60 days after the written notice of MOT's withdrawal.

#### XI. Other Provisions

A. DOC finds that this Agreement is in the public interest, that effective monitoring of this Agreement by the United States is practicable, and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic Cold-Rolled Steel products by imports of the Cold-Rolled Steel subject to this Agreement.

B. DOC does not consider any of the obligations concerning exports of Cold-Rolled Steel to the United States undertaken by MOT pursuant to this Agreement relevant to the question of whether firms in the underlying investigation would be entitled to separate rates, should the investigation be resumed for any reason.

C. The English and Russian language versions of this Agreement shall be authentic, with the English version being controlling for purposes of interpreting and implementing the terms and conditions of this Agreement.

D. All provisions of this Agreement, including the provisions of the Preamble, shall have equal force.

E. For all purposes hereunder, the signatory Parties shall be represented by, and all communications and notices shall be given and addressed to:

DOC: U.S. Department of Commerce,

Assistant Secretary for Import Administration, International Trade Administration, Washington, D.C. 20230

MOT: Department for State Regulation of External Economic Activities, Ministry of Trade of the Russian Federation, 18/1 Ovchinnikovskaya naberezhnaya, Moscow, 1 13324, Russia

Signed on this 13th day of January, 2000.

For DOC:

**Robert S. LaRussa,**

*Assistant Secretary for Import Administration.*

For MOT:

**Yuri V. Akhremenko,**

*Trade Representative of the Russian Federation to the United States, Minister-Counselor Commercial.*

#### Appendix I

In accordance with the established format, MOT shall collect and provide to DOC all information necessary to ensure compliance with this Agreement. This information will be provided to DOC on a semi-annual basis.

MOT will collect and maintain data on exports to the United States on a continuous basis. Sales data for the home market, and data for exports to countries other than the United States, will be reported upon request.

MOT will provide a narrative explanation to substantiate all data collected in accordance with the following formats:

*A. Exports to the United States*

MOT will provide all Export Licenses issued to Russian entities, which shall contain the following information with the exception that information requested in item #9, date of entry, item #10, importer of record, item #16, final destination, and item #17, other, may be omitted if unknown to MOT and the licensee.

1. Export License/Temporary Document: Indicate the number(s) relating to each sale and or entry.
2. Description of Merchandise: Include the 10 digit HTS category, the ASTM or equivalent grade, and the width and thickness of merchandise.
3. Quantity: Indicate in metric tons.
4. F.O.B. Sales Value: Indicate value and currency used.
5. Unit Price: Indicate unit price per metric ton and currency used.
6. Date of Sale: The date all essential terms of the order (i.e., price and quantity) become fixed.
7. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
8. Date of Export: Date the Export License/Temporary Document is Issued.
9. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
10. Importer of Record: Name and address.
11. Trading Company: Name and address of trading company involved in sale.
12. Customer: Name and address of the first unaffiliated party purchasing from the Russian exporter.
13. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated to the Russian exporter.
14. Allocation to Exporter: Indicate the total amount of quota allocated to the individual exporter during the Relevant Period.
15. Allocation Remaining: Indicate the remaining export limit allocation available to the individual exporter during the export limit period.
16. Final Destination: The complete name and address of the U.S. purchaser.
17. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination/U.S. purchaser.

*B. Exports Other Than to the United States*

Pursuant to Paragraph VI.A, MOT will provide country-specific volume and value information for exports of Cold-Rolled Steel to third countries, upon request, regardless of whether MOT licenses exports of Cold-Rolled Steel to such country(ies). The following information shall be provided except that information requested in item #6, date of entry, #7, importer of record, and item #10, other, may be omitted if unknown to MOT and the Russian licensee.

1. Export License/Temporary Document: Indicate the number(s) relating to each sale and/or entry, if any.
2. Quantity: Indicate in original units of measure sold and/or entered in metric tons.
3. Date of Sale: The date all essential terms of the order (i.e., price and quantity) become fixed.
4. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.

5. Date of Export: Date Export License/Temporary Document is issued, if any.

6. Date of Entry: Date the merchandise entered the third country or the date a book transfer took place.

7. Importer of Record: Name and address.

8. Customer: Name and address of the first unaffiliated party purchasing from the Russian exporter.

9. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated.

10. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination.

*C. Home Market Sales*

Pursuant to Paragraph VII.A, the MOT will provide home market volume and value information for sales of Cold-Rolled Steel, upon request. The following information shall be provided with the exception of item #6, other, if unknown to MOT and the Russian producer/exporter.

1. Quantity: Indicate in original units of measure sold and/or entered in metric tons.
2. Date of Sale: The date all essential terms of order (i.e., price and quantity) become fixed.
3. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
4. Customer: Name and address of the first unaffiliated party purchasing from the Russian exporter.
5. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated.
6. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination.

**Appendix II**

Section 734 (1) of the Tariff Act of 1930 as amended, provides, in part, as follows:

*(1) Special Rule for Non-Market Economy Countries.*

(I) In General.—The administering authority may suspend an investigation under this subtitle upon acceptance of an agreement with a non-market economy country to restrict the volume of imports into the United States of the merchandise under investigation only if the administering authority determines that

(A)—Such agreement satisfies the requirements of subsection (d), and  
(B)—Will prevent the suppression or undercutting of price levels of domestic products by imports of the merchandise under investigation.

(2) Failure of Agreements—If the administering authority determines that the agreement accepted under this subsection no longer prevents the suppression or undercutting of domestic prices of merchandise manufactured in the United States, the provisions of subsection (I) shall apply.

Section 771(9) of the Tariff Act of 1930, as amended, provides in part, as follows:

(9) Interested Party—The term “interested party” means—

(A) A foreign manufacturer, producer, or exporter, or the United States importer, of subject merchandise under this title or a trade or business association a majority of the members of which are producers, exporters, or importers of such merchandise,

(B) The government of a country in which such merchandise is produced or manufactured or from which such merchandise is exported,

(C) A manufacturer, producer, or wholesaler in the United States of a domestic like product,

(D) A certified union or recognized union or group of workers which is representative of an industry engaged in the manufacture, production, or wholesale in the United States of a domestic like product,

(E) A trade or business association a majority of whose members manufacture, produce, or wholesale a domestic like product in the United States,

(F) An association, a majority of whose members is composed of interested parties described in subparagraph (C), (D), or (E) with respect to a domestic like product.

**Appendix III**

For purposes of this Agreement, Certain Cold-Rolled Flat-Rolled Carbon Quality Steel Products are defined as the following:

Certain cold-rolled (cold-reduced) flat-rolled carbon-quality steel products, neither clad, plated, nor coated with metal, but whether or not annealed, painted, varnished, or coated with plastics or other non-metallic substances, both in coils, 0.5 inch wide or wider, (whether or not in successively superimposed layers and/or otherwise coiled, such as spirally oscillated coils), and also in straight lengths, which, if less than 4.75 mm in thickness having a width that is 0.5 inch or greater and that measures at least 10 times the thickness; or, if of a thickness of 4.75 mm or more, having a width exceeding 150 mm and measuring at least twice the thickness. The products described above may be rectangular, square, circular or other shape and include products of either rectangular or non-rectangular cross-section where such cross-section is achieved subsequent to the rolling process (i.e., products which have been “worked after rolling”) “ for example, products which have been beveled or rounded at the edges.

Specifically included in this scope are vacuum degassed, fully stabilized (commonly referred to as interstitial-free (“IF”)) steels, high strength low alloy (“HSLA”) steels, and motor lamination steels. IF steels are recognized as low carbon steels with micro-alloying levels of elements such as titanium and/or niobium added to stabilize carbon and nitrogen elements. HSLA steels are recognized as steels with micro-alloying levels of elements such as chromium, copper, niobium, titanium, vanadium, and molybdenum. Motor lamination steels contain micro-alloying levels of elements such as silicon and aluminum.

Steel products included in the scope of this Agreement, regardless of definitions in the Harmonized Tariff Schedules of the United States (“HTSUS”), are products in which: (1) Iron predominates, by weight, over each of the other contained elements; (2) the carbon content is 2 percent or less, by weight, and; (3) none of the elements listed below exceeds the quantity, by weight, respectively indicated:

- 1.80 percent of manganese, or
- 2.25 percent of silicon, or

1.00 percent of copper, or  
 0.50 percent of aluminum, or  
 1.25 percent of chromium, or  
 0.30 percent of cobalt, or  
 0.40 percent of lead, or  
 1.25 percent of nickel, or  
 0.30 percent of tungsten, or  
 0.10 percent of molybdenum, or  
 0.10 percent of niobium (also called columbium), or  
 0.15 percent of vanadium, or  
 0.15 percent of zirconium.

All products that meet the written physical description, and in which the chemistry quantities do not exceed any one of the noted element levels listed above, are within the scope of this Agreement unless specifically excluded. The following products, by way of example, are outside and/or specifically excluded from the scope of this Agreement:

- SAE grades (formerly also called AISI grades) above 2300;

- Ball bearing steels, as defined in the HTSUS;
- Tool steels, as defined in the HTSUS;
- Silico-manganese steel, as defined in the HTSUS;
- Silicon-electrical steels, as defined in the HTSUS, that are grain-oriented;
- Silicon-electrical steels, as defined in the HTSUS, that are not grain-oriented and that have a silicon level exceeding 2.25 percent;
- All products (proprietary or otherwise) based on an alloy ASTM specification (sample specifications: ASTM A506, A507);
- Silicon-electrical steels, as defined in the HTSUS, that are not grain-oriented and that have a silicon level less than 2.25 percent, and
  - (a) fully-processed, with a core loss of less than 0.14 watts/pound per mil (.001 inches), or

- (b) semi-processed, with core loss of less than 0.085 watts/pound per mil (.001 inches);
- Certain shadow mask steel, which is aluminum killed cold-rolled steel coil that is open coil annealed, has an ultra-flat, isotropic surface, and which meets the following characteristics:
  - Thickness: 0.001 to 0.010 inches.
  - Width: 15 to 32 inches.

CHEMICAL COMPOSITION

Element .....	C
Weight % .....	<0.002%

- Certain flapper valve steel, which is hardened and tempered, surface polished, and which meets the following characteristics:
  - Thickness: ≤1.0 mm
  - Width: ≤152.4 mm

CHEMICAL COMPOSITION

Element .....	C	Si	Mn	P	S
Weight % .....	0.90–1.05	0.15–0.35	0.30–0.50	≤ 0.03	≤ 0.006

MECHANICAL PROPERTIES

Tensile Strength .....	≥ 162 Kgf/mm <sup>2</sup>
Hardness .....	≥ 475 Vickers hardness number

PHYSICAL PROPERTIES

Flatness .....	< 0.2% of nominal strip width
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Microstructure: Completely free from decarburization. Carbides are spheroidal and fine within 1% to 4% (area percentage) and are undissolved in the uniform tempered martensite.

NON-METALLIC INCLUSION

	Area percentage
Sulfide Inclusion .....	≤ 0.04%
Oxide Inclusion .....	≤ 0.05%

Compressive Stress: 10 to 40 Kgf/mm<sup>2</sup>

## SURFACE ROUGHNESS

Thickness (mm) .....	Roughness ( $\mu\text{m}$ )
$t \leq 0.209$ .....	$R_z \leq 0.5$
$0.209 < t \leq 0.310$ .....	$R_z \leq 0.6$
$0.310 < t \leq 0.440$ .....	$R_z \leq 0.7$
$0.440 < t \leq 0.560$ .....	$R_z \leq 0.8$
$0.560 < t$ .....	$R_z \leq 1.0$

- Certain ultra thin gauge steel strip, which meets the following characteristics:

Thickness:  $\leq 0.100$  mm  $\pm 7\%$

Width: 100 to 600 mm

## CHEMICAL COMPOSITION

Element .....	C	Mn	P	S	Al	Fe
Weight % .....	$\leq 0.07$	0.2–0.5	$\leq 0.05$	$\leq 0.05$	$\leq 0.07$	Balance

## MECHANICAL PROPERTIES

Hardness .....	Full Hard (Hv 180 minimum)
Total Elongation .....	$< 3\%$
Tensile Strength .....	600 to 850 N/mm <sup>2</sup>

## PHYSICAL PROPERTIES

Surface Finish .....	$\leq 0.3$ micron
Camber (in 2.0 m) .....	$< 3.0$ mm
Flatness (in 2.0 m) .....	$\leq 0.5$ mm
Edge Burr .....	$< 0.01$ mm greater than thickness
Coil Set (in 1.0 m) .....	$< 75.0$ mm

- Certain silicon steel, which meets the following characteristics:

Thickness: 0.024 inches  $\pm$  .0015 inches

Width: 33 to 45.5 inches

## CHEMICAL COMPOSITION

Element .....	C	Mn	P	S	Si	Al
Min. Weight % .....					0.65	
Max. Weight % .....	0.004	0.4	0.09	0.009		0.4

## MECHANICAL PROPERTIES

Hardness .....	B 60–75 (AIM 65)
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## PHYSICAL PROPERTIES

Finish .....	Smooth (30–60 microinches)
Gamma Crown (in 5 inches) .....	0.0005 inches, start measuring $\frac{1}{4}$ inch from slit edge
Flatness .....	20 I-UNIT max.
Coating .....	C3A–.08A max. (A2 coating acceptable)
Camber (in any 10 feet) .....	$\frac{1}{16}$ inch
Coil Size I.D. ....	20 inches

## MAGNETIC PROPERTIES

Core Loss (1.5T/60 Hz) NAAS .....	3.8 Watts/Pound max.
Permeability (1.5T/60 Hz) NAAS .....	1700 gauss/oersted typical 1500 minimum

- Certain aperture mask steel, which has an ultra-flat surface flatness and which meets the following characteristics:

Thickness: 0.025 to 0.245 mm

Width: 381–1000 mm



CHEMICAL COMPOSITION

Element .....	C	N	Al
Weight % .....	<0.01	0.004 to 0.007	<0.007

- Certain tin mill black plate, annealed and temper-rolled, continuously cast, which meets the following characteristics:

CHEMICAL COMPOSITION

Element .....	C	Mn	P	S	Si	Al	As	Cu	B	N
Min. Weight % .....	0.02	0.20				0.03				0.003
Max. Weight % .....	0.06	0.40	0.02	0.023 (Aiming 0.018 Max.)	0.03	0.08 (Aiming 0.05)	0.02	0.08		0.008 (Aiming 0.005)

Non-metallic Inclusions: Examination with the S.E.M. shall not reveal individual oxides > 1 micron (0.000039 inches) and inclusion groups or clusters shall not exceed 5 microns (0.000197 inches) in length.

Surface Treatment as follows:

The surface finish shall be free of defects (digs, scratches, pits, gouges, slivers, etc.) and suitable for nickel plating.

SURFACE FINISH

	Roughness, RA Microinches (Micrometers)		
	Aim	Min.	Max.
Extra Bright .....	.5 (0.1)	0 (0)	7 (0.2)

- Certain full hard tin mill black plate, continuously cast, which meets the following characteristics:

CHEMICAL COMPOSITION

Element .....	C	Mn	P	S	Si	Al	As	Cu	B	N
Min. Weight % .....	0.02	0.20				0.03				0.003
Max. Weight % .....	0.06	0.40	0.02	0.023 (Aiming 0.018 Max.)	0.03	0.08 (Aiming 0.05)	0.02	0.08		0.008 (Aim- ing 0.005)

Non-metallic Inclusions: Examination with the S.E.M. shall not reveal individual oxides > 1 micron (0.000039 inches) and inclusion groups or clusters shall not exceed 5 microns (0.000197 inches) in length.

Surface Treatment as follows:

The surface finish shall be free of defects (digs, scratches, pits, gouges, slivers, etc.) and suitable for nickel plating.

SURFACE FINISH

	Roughness, RA Microinches (Micrometers)		
	Aim	Min.	Max.
Stone Finish .....	16 (0.4)	8 (0.2)	24 (0.6)

Certain "blued steel" coil (also know as "steamed blue steel" or "blue oxide") with a thickness and size of 0.38 mm × 940 mm × coil, and with a bright finish;  
 Certain cold-rolled steel sheet, which meets the following characteristics:  
 Thickness (nominal): ≤ 0.019 inches  
 Width: 35 to 60 inches

CHEMICAL COMPOSITION

Element .....	C	O	B
Max. Weight % .....	0.004	.....	.....
Min. Weight % .....	.....	0.010	0.012

Certain band saw steel, which meets the following characteristics: Thickness: ≤ 1.31 mm Width: ≤ 80 mm

CHEMICAL COMPOSITION

Element .....	C	Si	Mn	P	S	Cr	Ni
Weight % .....	1.2 to 1.3	0.15 to 0.35	0.20 to 0.35	≤ 0.03	≤ 0.007	0.3 to 0.5	≤ 0.25

**Other properties:**

Carbide: fully spheroidized having > 80% of carbides, which are ≤ 0.003 mm and uniformly dispersed

Surface finish: bright finish free from pits, scratches, rust, cracks, or seams

Smooth edges

Edge camber (in each 300 mm of length): ≤ 7 mm arc height Cross bow (per inch of width): 0.015 mm max.

The merchandise subject to this Agreement is typically classified in the HTSUS at subheadings: 7209.15.0000, 7209.16.0030, 7209.16.0060, 7209.16.0090, 7209.17.0030, 7209.17.0060, 7209.17.0090, 7209.18.1530, 7209.18.1560, 7209.18.2550, 7209.18.6000, 7209.25.0000, 7209.26.0000, 7209.27.0000, 7209.28.0000, 7209.90.0000, 7210.70.3000, 7210.90.9000, 7211.23.1500, 7211.23.2000, 7211.23.3000, 7211.23.4500, 7211.23.6030, 7211.23.6060, 7211.23.6085, 7211.29.2030, 7211.29.2090, 7211.29.4500, 7211.29.6030, 7211.29.6080, 7211.90.0000, 7212.40.1000, 7212.40.5000, 7212.50.0000, 7225.19.0000, 7225.50.6000, 7225.50.7000, 7225.50.8010, 7225.50.8085, 7225.99.0090, 7226.19.1000, 7226.19.9000, 7226.92.5000, 7226.92.7050, 7226.92.8050, and 7226.99.0000.

Although the HTSUS subheadings are provided for convenience and U.S. Customs Service ("U.S. Customs") purposes, the written description of the merchandise under this Agreement is dispositive.

**Appendix IV**

For purposes of this Agreement, Apparent U.S. Domestic Consumption will be estimated as follows, using data provided by the American Iron and Steel Institute and the U.S. Bureau of the Census in the following manner:

Apparent Consumption =  
Domestic Shipments of Cold-Rolled Steel<sup>3</sup>  
+ Imports of Cold-Rolled Steel<sup>4</sup>  
– Exports of Cold-Rolled Steel<sup>5</sup>

The definition of shipments used here, while as close as practically possible, is not identical to the imports as defined in Paragraph I.F and Appendix III of this Agreement.

A-122-047

ARP: 12/01/97-11/30/98

Public Document

IA/III/IX: BF

Petrosul International, c/o Bill Turner, 3380 150 6th Avenue, S.W., Calgary, Alberta, Canada T2P 3Y7

Re: *Antidumping Duty Review of Elemental Sulphur from Canada*

Dear Mr. Turner: This concerns the antidumping review Elemental Sulphur from

<sup>3</sup> Cold-Rolled Steel = Black Plate (AISI Data) + Cold-Rolled Sheets (AISI Data) + Cold-Rolled Strip (AISI Data).

<sup>4</sup> Imports of Cold-Rolled Steel = Black Plates (AISI Data) + Cold-Rolled Sheets (AISI Data) + Cold-Rolled Strip (AISI Data) + Imports of HTS Numbers 7210.90.9000, 7212.50.0000, 7225.19.0000, 7225.50.6000, 7226.19.1000, and 7226.19.9000 (Data from the U.S. Bureau of the Census on Imports for Consumption, as reported by the International Trade Commission's Trade DataWeb).

<sup>5</sup> Exports of Cold-Rolled Steel = Black Plates (AISI Data) + Cold-Rolled Sheets (AISI Data) + Cold-Rolled Strip (AISI Data).

Canada and Petrosul International ("Petrosul"). We have reviewed Petrosul's March 10, 1999, response letter to the Department's original questionnaire, and have identified certain areas which require additional information (*see* enclosure). Enclosed is a supplemental questionnaire addressing certain deficiencies in your response letter (*See* Attachment I). Please submit your response to: The Department of Commerce, International Trade Administration, Central Records Room B-099, Washington, D.C. 20230, Attn: Brandon Farlander, AD/CVD Enforcement, Office 9.

In responding to this supplemental questionnaire, please follow the "Instructions for Filing the Response" and "Instructions for Preparing the Response" sections of the antidumping questionnaire.

Please submit your response no later than February 2, 2000. This investigation is on a schedule dictated by law. If you fail to provide accurately the information requested within the time provided, the Department may be required to base its findings on the facts available. Upon receipt of a response that is incomplete or deficient to the extent the Department considers it non-responsive, the Department will not issue additional supplemental questionnaires, but will use facts available. If you fail to cooperate with the Department by not acting to the best of your ability to comply with a request for information, the Department may use information that is adverse to your interest in conducting its analysis.

The information which you submit is subject to verification. Failure to allow verification of any item may affect the consideration which we will accord to that item or to any other material, whether or not we verify the latter.

If you have any questions on this matter, please contact Brandon Farlander at (202) 482-0182.

Sincerely,

Rick Johnson,

*Program Manager, AD/CVD Enforcement, Office 9.*

Enclosure.

**Attachment I—Elemental Sulphur From Canada; Supplemental Questionnaire Petrosul International ("Petrosul")**

In your March 10, 1999, letter response to the Department, you stated that Petrosul did not ship any sulphur to the United States during the period of review ("POR"). However, you stated that Petrosul did purchase sulphur from Husky Oil, Ltd. ("Husky"), which was resold to other parties in Canada, some of which was exported by other parties to the United States. Based on this information, please answer the following questions.

1. As noted above, you state that you purchased sulphur from Husky, some of which was eventually exported to the United States by other parties. Please provide your sulphur contract(s) with Husky in effect during the POR for these transactions, including an explanation of your shipment process. Also, please provide the name and address to whom you sold Husky-produced sulfur to and identify who had knowledge or

should have had knowledge that the sulphur was exported to the United States. For the Husky-produced sulphur that you bought and then resold to other parties in Canada, please provide the U.S. customer name(s) and address(es).

2. Also, please state whether you purchased sulphur from other Canadian producers for which either you or another reseller had knowledge or should have had knowledge that it was exported to the United States. If yes, please provide the name(s), address(es), and the contract(s) in effect during the POR, for all parties involved (*i.e.*, Canadian sulphur producers, Canadian resellers, and U.S. customers). Please state whether, for each party you sold sulphur to for which you knew or should have known that this sulphur was destined for the United States, the party knew who produced the sulphur. Finally, please explain your sulphur selling activities, including the shipment process and the substance of your oral and written communications, with respect to these parties.

[FR Doc. 00-1845 Filed 2-3-00; 8:45 am]

BILLING CODE 3510-DS-P

**DEPARTMENT OF COMMERCE**

**International Trade Administration**

[A-821-810]

**Notice of Final Determination of Sales at Less Than Fair Value: Certain Cold-Rolled Flat-Rolled Carbon-Quality Steel Products From the Russian Federation**

**AGENCY:** Import Administration, International Trade Administration, Department of Commerce.

**EFFECTIVE DATE:** February 4, 2000.

**FOR FURTHER INFORMATION CONTACT:** Michael Panfeld or Rick Johnson, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW, Washington, DC 20230; telephone: (202) 482-0172 and (202) 482-3818, respectively.

**The Applicable Statute**

Unless otherwise indicated, all citations to the statute are references to the provisions effective January 1, 1995, the effective date of the amendments made to the Tariff Act of 1930 ("the Act") by the Uruguay Round Agreements Act ("URAA"). In addition, unless otherwise indicated, all references to the Department's regulations are to the provisions codified at 19 CFR Part 351 (1998).

**Final Determination**

We determine that certain cold-rolled flat-rolled carbon-quality steel products ("cold-rolled steel products") from the Russian Federation ("Russia") are being, or are likely to be, sold in the United