provide the following information to the Department:

—A list of the elements to be imported from Germany or Japan, and other countries, and those to be sourced domestically pursuant to a LNPP contract, including the component classification for each element;
—The LNPP contract and subsequent amendments;
—A diagram of the LNPP;
—A copy of the most recent cost estimate for the finished LNPP in the United States on a component-specific basis;
—the actual or estimated cost (depending on what is available prior to the time of importation of the German or Japanese elements into the United States) of elements comprising the finished component by country of origin (*i.e.*, Japan, Germany, United States, other)
—Data on historical variances between estimated and actual costs of production of LNPP merchandise;
—A financial statement for the business unit that produces LNPPs;
—A schedule of element importation and component production completion in the United States.

If, after providing the above-specified information, the interested party finds that the costs reported to the Department were understated and that the cost of manufacture of the import elements will be over 50 percent of the cost of manufacture of the LNPP component of which they are a part, the interested party must immediately inform the Department of Commerce.

4. After the expiration of the 15-day comment period, the Department will conduct its review of the submitted documentation and will, to the extent practicable, make an expedited preliminary ruling as to whether the merchandise falls outside of the scope of the orders. If the Department determines preliminarily that such merchandise is outside of the scope, for all such entries made pursuant to a particular LNPP contract, the Department will instruct the Customs Service to suspend liquidation at a zero deposit rate.

5. Pursuant to the Department's preliminary ruling, the U.S. importer will be able to declare a zero deposit rate for the imported merchandise at issue. Upon entry of the merchandise into the U.S. Customs territory, the U.S. importer and/or foreign manufacturer/exporter will be required to submit an appropriate certification to the Department concerning the contents of the entry. An appropriate certification would generally read as follows:

I, [Name and Title], hereby certify that the cost of the large newspaper printing press (LNPP) parts contained in entry summary number(s) _____ pursuant to contract number _____, constitute less than 50 percent of the cost of manufacture of the complete LNPP component of which they are a part.

6. The Department will make a final scope ruling within the context of an administrative review, if requested by interested parties. Verification of the submitted information will occur within the context of such review, when appropriate. If the Department finds in its final ruling that the imported merchandise falls below the 50 percent threshold, then the Department will instruct the Customs Service to liquidate the entries at issue without regard to antidumping duties. Conversely, if the Department finds that the imported merchandise falls within the scope of the orders (*i.e.*, because the actual total cost of the elements imported to fulfill a LNPP contract is 50 percent or more of the cost of manufacture of the complete LNPP component of which they are a part), then the U.S. importer will be subject to the assessment of antidumping duties on the imported elements, together with any applicable interest from the date of entry of such elements, at the rate determined in the review.

Dated: July 14, 1997.

Robert S. LaRussa,

Acting Assistant Secretary for Import Administration.

[FR Doc. 97–19013 Filed 7–18–97; 8:45 am]

BILLING CODE 3510–DS–P

DEPARTMENT OF COMMERCE

International Trade Administration

[A–533–808]

Certain Stainless Steel Wire Rod From India; Final Results of New Shipper Antidumping Duty Administrative Review

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

ACTION: Notice of final results of new shipper antidumping duty administrative review; Certain Stainless Steel Wire Rod from India.

SUMMARY: On February 11, 1997, the Department of Commerce (the Department) published the preliminary results of the new shipper administrative review of the antidumping duty order on certain stainless steel wire rod (SSWR) from India (62 FR 6171). This review covers one manufacturer/exporter of the subject merchandise to the United States, Isibars Limited (Isibars), and the period January 1, 1996 through June 30, 1996. We gave interested parties an opportunity to comment on our preliminary results. Based upon our analysis of the comments received, we have not changed the results from those presented in the preliminary results of review.

We determine that sales have not been made below normal value (NV). Thus, we will instruct the U.S. Customs Service to liquidate subject entries without regard to antidumping duties.

EFFECTIVE DATE: July 21, 1997.

FOR FURTHER INFORMATION CONTACT: Donald Little or Maureen Flannery, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW., Washington, DC 20230; telephone (202) 482–4733.

Applicable Statute and Regulations

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 citations to the Department's regulations are to the regulations as amended by the interim regulations published in the **Federal Register** on May 11, 1995 (60 FR 25130).

SUPPLEMENTARY INFORMATION:

Background

On February 11, 1997, the Department published in the **Federal Register** (62 FR 6171) the preliminary results of its new shipper administrative review of the antidumping duty order on SSWR from India.

Under the Act, the Department may extend the deadline for completion of new shipper administrative reviews if it determines that it is not practicable to complete the review within the statutory time limit of 270 days. On May 19, 1997, the Department extended the time limit for the final results in this case. See Certain Stainless Steel Wire Rod from India: Extension of Time Limit for Antidumping Duty Administrative Review, 62 FR 27236 (May 19, 1997).

We have now completed the new shipper administrative review in accordance with section 751 of the Act.

Scope of Review

The products covered by the order are SSWR which are hot-rolled or hot-rolled annealed and/or pickled rounds, squares, octagons, hexagons or other

shapes, in coils. SSWR are made of alloy steels containing, by weight, 1.2 percent or less of carbon and 10.5 percent or more of chromium, with or without other elements. These products are only manufactured by hot-rolling and are normally sold in coiled form, and are of solid cross section. The majority of SSWR sold in the United States are round in cross-section shape, annealed and pickled. The most common size is 5.5 millimeters in diameter.

The SSWR subject to this review is currently classifiable under subheadings 7221.00.0005, 7221.00.0015, 7221.00.0020, 7221.00.0030, 7221.00.0040, 7221.00.0045, 7221.00.0060, 7221.00.0075, and 7221.00.0080 of the Harmonized Tariff Schedule of the United States (HTSUS). Although the HTSUS subheading is provided for convenience and customs purposes, the written description of the scope of this order is dispositive.

This review covers one manufacturer/exporter, Isibars, and the period January 1, 1996 through June 30, 1996.

Analysis of Comments Received

We gave interested parties an opportunity to comment on our preliminary results. We received a case brief on March 3, 1997 from petitioners (Al Tech Specialty Steel Corp.; Carpenter Technology Corp.; Republic Engineered Steels; Slater Steels Corporation; Talley Metals Technology, Inc. and United Steel Workers of America AFL-CIO), and a rebuttal brief on March 10, 1997 from Isibars. On April 9, 1997, the Department requested additional comments from petitioners and Isibars; these comments were received on April 21, 1997.

Comment 1: Petitioners argue that the record evidence in this new shipper review demonstrates that, through different movements in certain third-country (Philippine) prices of the subject merchandise, Isibars has established a fictitious market within the meaning of section 773(a)(2) of the Act. Petitioners argue that certain third-country sales should not be taken into account in determining NV because it appears they were intended to artificially reduce the NV of the subject merchandise.

Petitioners assert that the statute in this regard is clear:

> The occurrence of different movements in the prices at which different forms of the foreign like product are sold * * * after the issuance of an antidumping duty order may be considered by the administering authority as evidence of the establishment of a fictitious market for the foreign like product if the movement in such prices appears to reduce the amount by which normal value exceeds export price (or constructed export price) of the subject merchandise.

Section 773(a)(2) of the Act.

Petitioners argue that all sales to the Philippines—those both inside and outside the 90/60-day window for selecting comparison sales in the third country—share the same terms and conditions of sale, delivery, and payment.[1] Petitioners argue that Isibars knew precisely at which price it must sell comparable merchandise in the Philippines in order to eliminate artificially any dumping margins because the comparison sale occurred after the U.S. sale. Petitioners claim that the sharply different movements in prices for the subject merchandise are themselves dispositive of a fictitious market, and the Department should not consider the sales in question in its determination of NV.

Isibars claims that petitioners miscite the statutory provision on fictitious markets and that the statutory provision is concerned with the change in relative prices from before the issuance of an antidumping order to after the issuance of the order. Isibars asserts that the prices were lower during the relevant 90/60-day period only because that period was at the end of the period of review (POR), and prices declined over the POR. Isibars argues that, as a general matter, it sold to only a few customers in small quantities and sold to them only at certain times during the POR. Isibars claims that there is nothing unusual in that regard with respect to the particular comparison market sale. Isibars also maintains that there is nothing unusual in the fact that the comparison market sale occurred after the U.S. sale. Isibars claims that the petitioners want the Department to use sales outside the 90/60-day window, which would be contrary to Department practice.

Department Position: We agree with Isibars that the limited number of sales to a few customers does not provide sufficient support for finding the requisite pricing pattern during the POR. To the contrary, the record evidence of pricing supports Isibars' argument that prices declined throughout the POR. Also, we agree with Isibars that there is nothing unusual in a comparison market sale that was made after the U.S. sale; the Department's practice allows for comparison of U.S. prices to home market or third-country sales made up to two months after the U.S. sale. We therefore conclude that Isibars' third-country sales within the comparison window do not constitute a fictitious market. For additional discussion, see the proprietary memorandum from Joseph A. Spetrini dated July 10, 1997.

Comment 2: Petitioners argue that certain sales in the comparison market are aberrant and should be disregarded as outside the ordinary course of trade, as defined in section 771(15) of the Act. Petitioners assert that, in determining whether a sale is outside the ordinary course of trade, the Department does not rely on one factor taken in isolation, but rather considers all of the circumstances particular to the sale in question. See Final Determination of Sales at Less than Fair Value: Canned Pineapple Fruit From Thailand, 60 FR 29553 (June 5, 1995). Petitioners contend that the Department's analysis of these factors is guided by the purpose of the ordinary course of trade provision which is to prevent dumping margins from being based on sales that are not representative of home market or third-country sales. *See Monsanto Co.* v. *United States*, 698 F. Supp. 275, 278 (CIT 1988). Petitioners argue that Isibars realized a low profit on the third-country comparison sale and that the prices were lower than those of other POR sales. Petitioners assert that the Department's preliminary determination in this review does the opposite of what was intended by the ordinary course of trade provision and calculates a negative dumping margin based on sales that are not representative of third-country sales.

Isibars argues that its prices were reflective of general price trends and that petitioners' argument that the Department should compare the U.S. sale to a comparison market sale outside the 90/60-day window is contrary to Department practice and the common sense notion that contemporaneous sales should be compared for a fair, apples-to-apples comparison. Isibars argues that market conditions have changed over time, and that dumping would be shown if the Department used the comparison sales advocated by petitioners because noncontemporaneous (non-comparable) sales would in fact be compared. Isibars claims that there is no record support for petitioners' claim that the particular third-country sale chosen for comparison by the Department had a lower profit than other sales in the Philippines. Isibars argues that profitability would depend on the cost of raw materials used to make the sale as opposed to sales at other points in time. Isibars argues that, even if the sale

[1] Although petitioners refer to the ''90/60 window,'' the Department in fact has a practice of choosing its comparison sales in the home market or third country from a window that begins three months prior to the month of the U.S. sale, and ends two months after the month of the U.S. sale.

was at a lower profit, lower profit, or any other factor mentioned by petitioners, has never been found sufficient, in and of itself, to regard a sale as outside the ordinary course of trade.

Department Position: Section 771(15) of the Act states that the term ''ordinary course of trade'' means the conditions and practices which, for a reasonable time prior to the exportation of the subject merchandise, have been normal in the trade under consideration with respect to merchandise of the same class or kind. The statute notes that sales and transactions disregarded under 773(b)(1) (below-cost sales) and under 773(f)(2) (affiliated transactions), among others, shall be considered outside the ordinary course of trade.

The facts and circumstances of this review do not support the argument that the comparison sale used in the preliminary results was outside the ordinary course of trade. The comparison sale is the same type of wire rod sold throughout the POR in the Philippines and in the United States and, as noted above, Isibars sold to this customer at other times during and before the POR. The sales quantity of the comparison sale was similar to the quantities of other sales during the POR. Also, this sale was not made pursuant to a long-term contract as petitioners contend. Furthermore, there is no basis for petitioners' argument that Isibars realized a low profit on the third-country comparison sale. Because there was no cost allegation in this review, cost data was not provided. Therefore, we do not have information to determine the profit realized on these sales, nor can we determine whether this sale was made below the cost of production. For additional discussion, see the proprietary memorandum from Joseph A. Spetrini dated July 10, 1997.

Comment 3: Petitioners claim that the date of sale methodology for the U.S. and third-country sales is improper. Petitioners note that Isibars claims that the appropriate date of sale for its third-country and U.S. sales is the invoice date. Petitioners note that Isibars states that the sales documents demonstrate that the prices and quantities in the purchase order can change up to the time of the invoice. Petitioners argue that it is important to note that the Department's questionnaire does not instruct respondents to report the invoice date as that date of sale, but states:

> Because the Department attempts to compare sales made at the same time, establishing the date of sale is an important part of the dumping analysis. Normally, the date of sale is the date of invoice. However, for long term contracts, the date of sale generally is the date of contract.

See Appendix I, Glossary of Terms at I–4, Antidumping Questionnaire dated August 19, 1996 (emphasis added).

Petitioners contend that reporting of the invoice date as date of sale violates the Department's stated practice to ''compare sales made at the same time.'' Petitioners contend that Department's verification exhibits demonstrate that the reported date of sale for certain third-country sales is not correct.

Petitioners contend that the proper date of sale for the U.S. sale is the date of order confirmation. Petitioners maintain that, when the significance of the timing of the single U.S. sale is considered in the context of this antidumping proceeding, it appears that Isibars has manipulated the date of sale to avoid comparisons that would yield a positive margin. Petitioners argue that the order confirmation date is the point at which Isibars and the U.S. customer agreed to the terms of sale, and that it was at that point that the U.S. industry lost the opportunity to sell to the U.S. customer.

Petitioners argue that Isibars has manipulated the date of sale to suit its particular needs in different administrative reviews. Petitioners state that, in the first administrative review of the antidumping duty order on stainless steel bar from India (bar), Isibars claims that the proper date of sale is the date of the first written evidence of agreement on price and quantity, and that the U.S. date of sale is the order date. Petitioners argue that Isibars cannot have it both ways.

Petitioners also state that Isibars requested a new shipper review of the antidumping duty order on stainless steel flanges from India (flanges) where it argued that purchase order was the appropriate date of sale. Petitioners argue that the Department accepted Isibars' conflicting date of sale methodologies and calculated zero margins in all three preliminary results (for wire rod, flanges, and bar). Petitioners argue that when the dates of sale are corrected so that they are in line with the Department's normal, long-standing practice, the results change.

Petitioners argue that the wire rod and flanges new shipper reviews should use the same date of sale methodology because, they claim the facts related to the date of sale in both cases are identical. Petitioners assert that even though these two new shipper reviews were initiated within months of each other, both after the Department's implementation of its new date-of-invoice policy, Isibars used different date of sales methodologies in its responses. Petitioners contend that, in flanges, Isibars argued in direct contradiction to its argument on the record of this review of wire rod. Petitioners assert that in flanges Isibars argued:

> The Department's draft proposed new dumping regulations on the date of sale have not yet been implemented and thus do not affect the timeliness of Isibars' review request.

April 12, 1996 letter from Isibars to the Department in the review of flanges.

Petitioners contend that Isibars acknowledged the existence of the Department's proposed regulations and the new language regarding date of sale. Petitioners assert that, despite this, Isibars contended that the proposed regulations regarding date of sale did not apply to Isibars, and that therefore the Department should use purchase order as the proper date of sale. Petitioners argue that the Department agreed with Isibars and used the purchase order as the date of sale for U.S. sales.

Petitioners maintain that the date-of-invoice policy covered the reviews of both flanges and wire rod. Petitioners argue that the exception in flanges to the Department's new policy of normally using invoice date as the date of sale was granted to Isibars despite the Department's decision to implement the date of sale methodology for all reviews initiated after April 1, 1996. Petitioners contend that Isibars argued for, and the Department granted, an exception to this new policy because Isibars ''provided clear evidence that sale terms were agreed to in writing in the purchase order.'' See Certain Forged Stainless Steel Flanges from India; Preliminary Results of Antidumping Duty New Shipper Reviews, 61 FR 59861 (November 25, 1996).

Petitioners argue that, although the same fact pattern exists with respect to this new shipper review on wire rod for Isibars, Isibars argues that the Department should now apply its date-of-invoice policy. Petitioners argue that Isibars claimed that the purchase order was the date of sale in flanges because Isibars issued the invoice almost four months after the POR. Petitioners argue that if the Department applied its normal date-of-invoice policy (effective at the time of the flanges review was initiated) to Isibars sales data, the new shipper review for Isibars would have been terminated. Petitioners argue that while the bar review preceded the Department's implementation of its new date of invoice policy, the position Isibars took in the flanges review

followed the implementation by one month. Petitioners contend that, despite the Department's stated change in policy regarding date of invoice, Isibars continued to argue that purchase order was the appropriate date of sale.

Petitioners state that, in response to its claim that the purchase order is the proper date of sale in this review, Isibars argues that the invoice date is the date of sale since the quantity changed up to the time of invoice date. Petitioners contend that the ''change'' in quantity referred to by Isibars is not a change in quantity but a normal quantity tolerance.

Petitioners contend that the Department recognizes that its new invoice date policy ''still provides the Department with flexibility * * *.'' See Notice of Preliminary Determination of Sales at Less Than Fair Value and Postponement of Final Determination: Open-End Spun Rayon Singles Yarn from Austria, 62 FR 14400 (March 26, 1997). Petitioners argue that in the flanges review for Isibars (which was initiated after the Department implemented its new date-of-invoice policy), the Department exercised its flexibility, and based date of sale on the date of the purchase order. Petitioners argue that there is nothing different in this review from the flanges review which would justify switching from one methodology to another where the fact pattern is identical. Petitioners argue that the Department's stated policy remains that it will compare sales made at the same time. Petitioners argue that, because establishing the proper date of sale is such a critical part of any dumping analysis, the Department has qualified its new date-of-invoice policy. Petitioners point out that, in the preamble to the proposed regulations (61 FR 7308), in response to one commentator's concerns that the use of the respondent's invoice date could make the date of sale subject to manipulation, the Department responded that it normally will use the date of invoice as the date of sale, but that ''this date may not be appropriate in some circumstances * * *.'' Antidumping Duties; Countervailing Duties; Proposed Rule, 61 FR 7308, 7330 (February 27, 1996). Petitioners also maintain that the Department noted that, particularly during administrative reviews, it will ''carefully scrutinize any change in record keeping'' that could change the date of sale. *Id*. at 7331.

Isibars claims that the Department initiated this new shipper review under the new date of sale methodology relying on the invoice date and that the Department requested in its questionnaire that Isibars use invoice date as the date of sale. Isibars argues that it records the date of shipment as the date of sale for financial reporting and internal purposes, and that it records sales transactions as complete upon shipment. Isibars also asserts that the record indicates that there are differences between ordered and shipped quantities. Isibars maintains that the Department found no problems with Isibars' reported dates of sale during verification.

Isibars argues that, in the bar and flanges reviews, the Department's questionnaires instructed Isibars to report date of sale based on order date. Isibars argues that therefore the bar and flanges cases are not applicable to this case. Isibars claims that the contract (order) date is not important under the invoice date methodology, except in the case of certain long-term contracts. Isibars maintains that the U.S. sale was not made pursuant to a long-term contract, meaning that the invoice date is the proper date of sale even under the legal authority petitioners cite.

Department Position: We agree with Isibars. Section 351.401(i) of the proposed regulations (61 FR 7308) states that the Department will normally use the date of invoice, as recorded in the exporter's or producer's records kept in the ordinary course of business, as the date of sale. However, the preamble to the proposed regulation indicates that the Department has flexibility in cases in which the date of invoice is not appropriate as the date of sale, such as situations involving certain long-term contracts or situations in which there is an exceptionally long lag time between the date of invoice and the date of shipment.

On March 29, 1996, the Department implemented a new date of sale policy based on the methodology outlined in the proposed regulations. The new policy applied to all investigations initiated after February 1, 1996, and all reviews initiated after April 1, 1996. (See memorandum from Susan G. Esserman dated March 29, 1996, ''Date of Sale Methodology Under New Regulations.'') This new shipper review was initiated on August 6, 1996, and, therefore, the invoice date of sale methodology applies. We requested that Isibars report the invoice date as the date of sale in our questionnaire.

As stated above, the invoice date of sale methodology provides for changes in the date of sale in situations involving certain long-term contracts or situations in which there is an exceptionally long lag time between date of invoice and shipment date. Our review of the sales process for Isibars sales indicates that there is no long-term contract and that sales are made using only purchase orders. The lag between purchase orders and invoices during the POR is not considered exceptionally long. We also have found that there is little lag time between the date of invoice and date of shipment. There are no other circumstances present to warrant making an exception to the general rule of using the date of invoice as the date of sale for this review.

With respect to petitioners' references to the bar and flanges reviews, we note that each proceeding and each segment thereof is based on the facts particular to that segment. Applying the facts of this wire rod review to our date of sale methodology, we determine that invoice date is the proper date of sale. For additional discussion, see the memorandum from Joseph A. Spetrini dated July 10, 1997.

Final Results of the Review

As a result of our comparison of export price and NV, we determine that the following weighted-average dumping margin exists:

Manufacturer/ exporter	Period	Margin
Isibars	1/1/96–6/30/96	0.00

The Department shall instruct the Customs Service to liquidate all appropriate entries without regard to antidumping duties.

Furthermore, the following deposit requirements will be effective for all shipments of subject merchandise entered, or withdrawn from warehouse, for consumption on or after the publication date of these final results, as provided for by section 751(a)(2)(C) of the Act: (1) The rate for the reviewed firm will be as listed above; (2) for previously reviewed or investigated companies not listed above, the cash deposit rate will continue to be the company-specific rate published for the most recent period; (3) if the exporter is not a firm covered in this review, a prior review, or the original less-than-fair-value (LTFV) investigation, but the manufacturer is, the cash deposit rate will be that rate established for the manufacturer of the merchandise in earlier reviews or the original investigation, whichever is the most recent; and (4) if neither the exporter nor the manufacturer is a firm covered in this or any previous review conducted by the Department, the cash deposit rate shall be 48.80 percent, the ''All Others'' rate established in the LTFV investigation.

This notice also serves as a final reminder to importers of their

responsibility under 19 CFR 353.26 to file a certificate regarding the reimbursement of antidumping duties prior to liquidation of the relevant entries during the review period. Failure to comply with this requirement could result in the Secretary's presumption that reimbursement of antidumping duties occurred and the subsequent assessment of double antidumping duties.

This notice also serves as a reminder to parties subject to administrative protective order (APO) of their responsibility concerning the disposition of proprietary information disclosed under APO in accordance with 19 CFR Sec. 353.34(d). Timely written notification of the return/destruction of APO materials or conversion to judicial protective order is hereby requested.

Failure to comply with the regulations and terms of an APO is a violation which is subject to sanction.

This administrative review and this notice are in accordance with section 751(a)(2)(B) of the Act (19 U.S.C. 1675(a)(2)(B)) and 19 CFR Sec. 353.22(h).

Dated: July 10, 1997.

Robert S. LaRussa,

Acting Assistant Secretary for Import Administration.

[FR Doc. 97–19120 Filed 7–18–97; 8:45 am]

BILLING CODE 3510–DS–P

DEPARTMENT OF COMMERCE

International Trade Administration

[Docket No. 970424097–7169–02]

RIN 0625–ZA05

Market Development Cooperator Program (MDCP)

AGENCY: International Trade Administration (ITA), Commerce.

ACTION: Notice of clarification of award period.

SUMMARY: It has come to the attention of ITA that its existing limitation on the period over which MDCP funds can be expended may be in conflict with the standard provision contained in all Department of Commerce notices of funds availability concerning the extension of the period of performance under the award. The purpose of this notice is to clarify existing ITA discretion on the maximum award period and the time over which MDCP award funds may be expended.

All five MDCP notices requesting applications contained the following language:

Award Period: Funds may be expended over the period of time required to complete the scope of work, but not to exceed three (3) years from the date of the award.

This limitation was included in the following **Federal Register** notices: 58 FR 4153, January 13, 1993; 59 FR 21750, April 26, 1994; 60 FR 10353, February 24, 1997; 61 FR 30033, June 13, 1996;; and 62 FR 29710, June 2, 1997.

The intent of the above-referenced language, viewed in the context of inviting MDCP applications, was to solicit initial applications with comparable award and budget periods for purposes of evaluation. The three year award period was not mandated by the MDCP authorizing legislation at 15 U.S.C. 4723. All applications complied with the funding limitation specified by ITA. This language, however, was not intended to prohibit the ITA and the Grants Officer from extending the end date of an MDCP award beyond three years for justified reasons. As specified in the following standard provision of the **Federal Register** notices:

Other Requirements

(4) No Obligation for Future Funding.—If an application is selected for funding, the Department of Commerce has no obligation to provide any additional further funding in connection with that award. Renewal of an award to increase funding or extend the period of performance is at the total discretion of the Department of Commerce.

Accordingly, it is consistent with the above-referenced **Federal Register** notices to allow for extensions of MDCP awards beyond three years if such extensions are in the best interest of ITA and the award recipient.

FOR FURTHER INFORMATION CONTACT: Jerome S. Morse, Director Resource Management and Planning Staff, Trade Development, ITA, Room 3211, Washington, DC 20230, (202) 482–3197.

Dated: July 15, 1997.

Jerome S. Morse,

Director, Resource Management and Planning Staff Trade Development.

[FR Doc. 97–19083 Filed 7–18–97; 8:45 am]

BILLING CODE 3510–DR–M

DEPARTMENT OF COMMERCE

International Trade Administration

North American Free-Trade Agreement (NAFTA), Article 1904 Binational Panel Reviews: Notice of Termination of Panel Review

AGENCY: NAFTA Secretariat, United States Section, International Trade Administration, Department of Commerce.

ACTION: Notice of Termination of Panel Review of the final antidumping duty determination made by the International Trade Administration in the eighth administrative review respecting Porcelain-on-Steel Cookware From Mexico. (Secretariat File No. USA–97–1904–05).

SUMMARY: Pursuant to the Notice of Motion to Terminate the Panel Review by the requestors, the panel review is terminated as of July 9, 1997. No Complaints were filed pursuant to Rule 39, no Notices of Appearance were filed pursuant to Rule 40 and no panel has been appointed. Thus there are no ''participants'' in this review as defined in Rule 3 of the *Rules of Procedure for Article 1904 Binational Panel Review*. Pursuant to Rule 71(2) of the *Rules of Procedure for Article 1904 Binational Panel Review*, this panel review is terminated.

FOR FURTHER INFORMATION CONTACT:

James R. Holbein, United States Secretary, NAFTA Secretariat, Suite 2061, 14th and Constitution Avenue, Washington, D.C. 20230, (202) 482–5438.

SUPPLEMENTARY INFORMATION: Chapter 19 of the North American Free-Trade Agreement (''Agreement'') establishes a mechanism to replace domestic judicial review of final determinations in antidumping and countervailing duty cases involving imports from a NAFTA country with review by independent binational panels. When a Request for Panel Review is filed, a panel is established to act in place of national courts to review expeditiously the final determination to determine whether it conforms with the antidumping or countervailing duty law of the country that made the determination.

Under Article 1904 of the Agreement, which came into force on January 1, 1994, the Government of the United States, the Government of Canada and the Government of Mexico established *Rules of Procedure for Article 1904 Binational Panel Reviews* (''Rules''). These Rules were published in the **Federal Register** on February 23, 1994 (59 FR 8686). The panel review in this matter was requested and terminated pursuant to these Rules.

Dated: July 14, 1997.

James R. Holbein,

U.S. Secretary, NAFTA Secretariat.

[FR Doc. 97–19045 Filed 7–18–97; 8:45 am]

BILLING CODE 3510–GT–M