

**DEPARTMENT OF COMMERCE****International Trade Administration**

[C-274-803]

**Suspension of Countervailing Duty Investigation: Steel Wire Rod From Trinidad and Tobago**

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

**SUMMARY:** The Department of Commerce (the Department) has suspended the countervailing duty investigation involving steel wire rod from Trinidad and Tobago. The basis for the suspension is an agreement between the Department and the Government of Trinidad and Tobago (GOTT) wherein the GOTT has agreed not to provide any new or additional export or import substitution subsidies on the subject merchandise and has agreed to restrict the volume of direct or indirect exports to the United States of steel wire rod products from all Trinidad and Tobago producers/exporters in order to eliminate completely the injurious effects of exports of this merchandise to the United States.

**EFFECTIVE DATE:** October 22, 1997.

**FOR FURTHER INFORMATION CONTACT:** Jean Kemp or Donna Kinsella, Office of Antidumping/Countervailing Duty Enforcement, Group III, Import Administration, U.S. Department of Commerce, Room 1874, 14th Street and Constitution Avenue, N.W., Washington, D.C. 20230; telephone (202) 482-1131 or 4093.

**SUPPLEMENTARY INFORMATION:****Background**

On March 24, 1997, the Department initiated a countervailing duty investigation under section 702 of the Tariff Act of 1930, (the Act), as amended, to determine whether manufacturers, producers, or exporters of steel wire rod from Trinidad and Tobago receive subsidies (62 FR 13866). On April 30, 1997, the United States International Trade Commission (ITC) notified the Department of its affirmative preliminary injury determination. On May 2, 1997, we postponed the preliminary determination until no later than July 28, 1997 (62 FR 25172, May 8, 1997).

On July 28, 1997, the Department preliminarily determined that countervailable subsidies are being provided to Caribbean Ispat Limited (CIL) (62 FR 41927, August 4, 1997). Between August 18 and 26, 1997, the Department verified the questionnaire

responses of the GOTT and CIL in Trinidad and Tobago.

The Department and the GOTT initiated a proposed agreement suspending this investigation on September 16, 1997. Interested parties were informed that the Department intended to finalize the agreement on October 14, 1997, and were invited to provide written comments on the agreement. No comments were filed by interested parties.

The Department and the GOTT signed the final suspension agreement on October 14, 1997.

**Scope of Suspension Agreement**

The products covered by this suspension of investigation are set forth in section II of Appendix 1 to this notice.

**Suspension of Investigation**

The Department consulted with the parties to the proceeding and has considered their positions with respect to the proposed suspension agreement. In accordance with section 704(c) of the Act, we have determined that extraordinary circumstances are present in this case, as defined by section 704(c)(4) of the Act. (See October 14, 1997, Extraordinary Circumstances Memorandum to Robert S. LaRossa.)

The suspension agreement provides that: (1) The GOTT will not provide any new or additional export or import substitution subsidies on the subject merchandise; and (2) the GOTT will restrict the volume of direct or indirect exports to the United States of subject merchandise from all Trinidad and Tobago producers/exporters.

We have also determined that the suspension agreement can be monitored effectively and is in the public interest, pursuant to section 704(d) of the Act. (See October 14, 1997, Public Interest Memorandum to Robert S. LaRossa.) We find, therefore, that the criteria for suspension of the investigation pursuant to section 704(c) of the Act have been met. The terms and conditions of the suspension agreement, signed October 14, 1997, are set forth in Appendix I to this notice.

The suspension of liquidation ordered in the final affirmative determination in this case shall continue in effect, subject to section 704(h)(3) of the Act. Section 704(f)(2)(B) of the Act provides that the Department may adjust the security required to reflect the effect of the Agreement. Pursuant to this provision, the Department has found that the Agreement eliminates completely the injurious effects of these imports and, thus, the Department is adjusting the

security required from producers and/or exporters to zero.

On October 14, 1997, we received a request from petitioners requesting that we continue the investigation. Pursuant to this request, we are continuing the investigation in accordance with section 704(g) of the Act. We will notify the International Trade Commission (ITC) of our determination. If the ITC's injury determination is negative, the agreement will have no force or effect, and the investigation will be terminated (see section 704(f)(3)(A) of the Act). If the ITC's determination is affirmative, the Department will not issue a countervailing duty order as long as the suspension agreement remains in force (see section 704(f)(3)(B) of the Act).

This notice is published pursuant to section 704(f)(1)(A) of the Act.

Dated: October 14, 1997.

**Robert S. LaRossa,**

*Assistant Secretary for Import Administration.*

**Agreement Suspending the Countervailing Duty Investigation on Steel Wire Rod From Trinidad and Tobago**

For the purpose of encouraging free and fair trade in steel wire rod, establishing more normal market relations, and eliminating injury to the domestic industry, the United States Department of Commerce ("the Department") and the Government of Trinidad and Tobago enter into this suspension agreement ("the Agreement").

Pursuant to this Agreement, the Government of Trinidad and Tobago agrees not to provide any new or additional export subsidies on the subject merchandise. The Government of Trinidad and Tobago also will restrict the volume of direct or indirect exports to the United States of subject merchandise from all Trinidad and Tobago producers/exporters, subject to the terms and provisions set forth below.

On the basis of this Agreement, pursuant to the provisions of Sections 704 (b) and (c) of the Tariff Act of 1930, as amended (the "Act") (19 U.S.C. 1671c (b) and (c)), the Department shall suspend its countervailing duty investigation with respect to steel wire rod produced in Trinidad and Tobago, subject to the terms and provisions set forth below.

**I. Definitions**

For purposes of this Agreement, the following definitions apply:

A. "Date of Export" for imports of subject merchandise into the United

States shall be considered the date the Export License was issued.

B. "Party to the Proceeding" means any interested party, within the meaning of Section 355.2(l) of the Department's Regulations, which actively participates through written submissions of factual information or written argument.

C. "Indirect Exports" means arrangements as defined in Section IV.E of this Agreement and exports from Trinidad and Tobago through one or more third countries, whether or not such exports are further processed, whether or not such exports are sold in one or more third countries prior to importation into the United States and whether or not the Trinidad and Tobago producer knew the product was destined to enter the United States.

D. For purposes of this Agreement, "United States" shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

E. "Export License" is the document which serves as both an export license and a certificate of origin. An Export License must accompany all shipments of subject merchandise from Trinidad and Tobago to the United States, and must contain all of the information enumerated in the Appendix (U.S. sales), except Date of Entry information and Final Destination.

F. "Relevant Period" for the export limit of this Agreement means the period October 1 through September 30.

G. "For Consumption" means all subject merchandise sold to customers, such as, trading companies, distributors, resellers, end-users, or service centers.

H. "End-User" means an entity, such as a steel service center, reseller, trading company, end-user, etc., which consumes the subject merchandise as defined in Section I.G.

## II. Product Coverage

The products covered by this Agreement ("subject merchandise") are certain hot-rolled carbon steel and alloy steel products, in coils, of approximately round cross section, between 5.00 mm (0.20 inch) and 19.0 mm (0.75 inch), inclusive, in solid cross-sectional diameter. Specifically excluded are steel products possessing the above noted physical characteristics and meeting the Harmonized Tariff Schedule of the United States (HTSUS) definitions for (a) stainless steel; (b) tool steel; (c) high nickel steel; (d) ball bearing steel; (e) free machining steel that contains by weight 0.03 percent or more of lead, 0.05 percent or more of

bismuth, 0.08 percent or more of sulfur, more than 0.4 percent of phosphorus, more than 0.05 percent of selenium, and/or more than 0.01 percent of tellurium; or (f) concrete reinforcing bars and rods.

The following products are also excluded from the scope of this Agreement:

Coiled products 5.50 mm or less in true diameter with an average partial decarburization per coil of no more than 70 microns in depth, no inclusions greater than 20 microns, containing by weight the following: carbon greater than or equal to 0.68 percent; aluminum less than or equal to 0.005 percent; phosphorous plus sulfur less than or equal to 0.040 percent; maximum combined copper, nickel and chromium content of 0.13 percent; and nitrogen less than or equal to 0.006 percent. This product is commonly referred to as "Tire Cord Wire Rod."

Coiled products 7.9 to 18 mm in diameter, with a partial decarburization of 75 microns or less in depth and seams no more than 75 microns in depth; containing 0.48 to 0.73 percent carbon by weight. This product is commonly referred to as "Valve Spring Quality Wire Rod."

The products subject to this Agreement are currently classifiable under subheadings 7213.91.3000, 7213.91.4500, 7213.91.6000, 7213.99.0030, 7213.99.0090, 7227.20.0000, and 7227.90.6050 of the HTSUS. Although the HTSUS subheadings are provided for convenience and customs purposes, the written description of the scope of this Agreement is dispositive.

## III. Non-Provision of Export Subsidies

A. The Government of Trinidad and Tobago certifies that all exports of the subject merchandise to the United States made on or after the effective date of this Agreement will not receive or benefit from any export or import substitution subsidies, other than export allowances under Act No. 14 of 1976, as codified in Section 8(1) of the Corporation Tax Act, whereby companies in Trinidad and Tobago with export sales may deduct an export allowance in calculating their corporate income tax.

B. The Government of Trinidad and Tobago recognizes that the provision of any export or import substitution subsidies on the production or shipment of the subject merchandise exported directly or indirectly from Trinidad and Tobago to the United States, other than that export subsidy specifically provided for in Section III.A., may result in termination of this Agreement and

resumption of the investigation pursuant to the provisions of section 704(i) of the Act. Export or import substitution subsidies include those that have been determined to be export or import substitution subsidies in the preliminary determination in the countervailing duty investigation underlying this Agreement (unless the investigation is continued and a contrary decision is reached in the final determination), in any final U.S. countervailing duty investigation of a Trinidad and Tobago product, or in any final review of a Trinidad and Tobago product under section 751 of the Act, and include subsidies which may apply to other products or exports to other destinations to the extent that such subsidies cannot be segregated as applying solely to such other products or exports. For purposes of this Agreement, relief from corporation tax pursuant to the Fiscal Incentives Act, Chapter 85:01, shall not be considered an export or import substitution subsidy, so long as: (1) Such relief is in lieu of the tax benefit currently conferred by the export allowance under Act No. 14 of 1976, as codified in Section 8(1) of the Corporation Tax Act, as of August 1, 1997; (2) such relief does not exceed the amount of benefit that would have been received for the same year under the export allowance program provided for in Act No. 14 of 1976, as codified in Section 8(1) of the Corporation Tax Act, as of August 1, 1997; and (3) there is no determination by the World Trade Organization that either the Fiscal Incentives Act or, as appropriate, the Corporation Tax Act is inconsistent with the development needs of Trinidad and Tobago pursuant to Article 27 of the Agreement on Subsidies and Countervailing Measures ("the SCM").

C. The Government of Trinidad and Tobago shall notify the Department in writing of any new benefit which is, or which the Government of Trinidad and Tobago has reason to know would be, an export or import substitution subsidy on shipments of the subject merchandise exported, directly or indirectly, from Trinidad and Tobago to the United States, including subsidies which may apply to both the subject merchandise and other products or exports to other destinations, to the extent such benefits cannot be segregated as applying solely to such other products or exports.

D. At such time as Trinidad and Tobago reaches export competitiveness with respect to products covered by this Agreement, as defined by Article 27.6 of the SCM, the export subsidy specifically provided for in Section III.A shall be

eliminated in accordance with Article 27.5 of the SCM.

#### IV. Export Limit

A. The export limit for subject merchandise in each Relevant Period shall be 148,000 short tons. The export limit for each Relevant Period shall be allocated in semi-annual quota allocation periods (October–March, April–September). No more than 60% of the export limit for any Relevant Period can be allocated in any given semi-annual quota allocation period. Deductions from the export limit shall be made based on the “Date of Export,” as defined in Section I.

B. On or after the effective date of this Agreement, the Government of Trinidad and Tobago will restrict the volume of direct or indirect exports of subject merchandise to the United States, and the transfer or withdrawal from inventory of subject merchandise (consistent with the provisions of Section IV.D), in accordance with the export limit then in effect.

C. An export shipment to the United States may not be made for more than the entire amount of quota allocated for that semi-annual quota allocation period. Any amount exported to the United States during a semi-annual quota allocation period shall not, however, when cumulated with all prior exports to the United States within the same Relevant Period, exceed the annual quota for that Relevant Period.

D. Any inventories of subject merchandise currently held in the United States by a Trinidad and Tobago entity and imported into the United States between May 6, 1997, and the effective date of this Agreement will be subject to the following conditions:

1. Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an Export License issued by the Government of Trinidad and Tobago. Any such transfers or withdrawals from inventory shall be deducted from the export limit in effect at the time the Export License is issued.

2. A request for an Export License under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation), and the quantity expressed in short tons.

3. In the event that there is a surge of sales of subject merchandise from such inventory, the Department will decrease

the export limit to take into account such sales.

E. Any arrangement involving the exchange, sale, or delivery of steel wire rod products, as described in Section II, from Trinidad and Tobago, to the degree it results in the sale or delivery in the United States of steel wire rod products, as described in Section II, from a country other than Trinidad and Tobago, is subject to the requirements of Section V and will be counted toward the available quota. Any such transaction that does not comply with the requirements of Section V will be deducted from the available quota pursuant to Section VII.

F. Where subject merchandise is imported into the United States and is subsequently re-exported, or re-packaged and re-exported, the available quota shall be increased by the number of short tons re-exported. Such increase will be applicable to the Relevant Period corresponding to the time of such re-export. Such increase will be applied only after the Department receives, and has the opportunity to verify, evidence demonstrating original importation, any re-packaging, and subsequent exportation. The re-exported material must be identical to the imported material.

G. Export Licenses for a given Relevant Period may not be issued after September 30, except that Export Licenses not so issued may be issued during the first three months of the following Relevant Period, up to a maximum of 15 percent of the export limit for that following Relevant Period. Such “carried-over” quota shall be counted against the export limit applicable to the previous Relevant Period.

Export Licenses for up to 15 percent of the export limit for a subsequent Relevant Period may be issued as early as August 1 of the preceding Relevant Period. Such “carried-back” quota shall be counted against the export limit applicable to the following Relevant Period.

H. For the first 90 days after the effective date of this Agreement, subject merchandise shall be admitted into the United States with an “Export License/ Certificate of Origin (Temporary Papers).”

The volume of any such imports will be deducted from the export limit applicable to the first Relevant Period. A full reporting of any such imports, which must correspond to the United States sales information detailed in the Appendix, must be submitted to the Department no later than 30 days after the conclusion of the 90 day period.

This data must be sorted on the basis of date of export.

#### V. Export License

A. The Government of Trinidad and Tobago will restrict the volume of direct or indirect exports of subject merchandise to the United States by means of semi-annual quota allocations and Export Licenses. Export Licenses shall be issued by the Government of Trinidad and Tobago for all direct or indirect exports of subject merchandise to the United States in accordance with the export limit in Section IV.

B. Thirty days following the semi-annual allocation of quota rights for any Relevant Period, the Government of Trinidad and Tobago shall provide to the Department a report identifying each quota recipient and the volume of quota which each recipient has been accorded (“report of quota allocation results”).

C. Before it issues an Export License, the Government of Trinidad and Tobago will ensure that neither the annual quota for the Relevant Period nor the semi-annual quota allocation is exceeded.

D. The Government of Trinidad and Tobago shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export limit and Export Licenses. The Government of Trinidad and Tobago will inform the Department of any violations concerning the export limit and/or Export Licenses which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Trinidad and Tobago of violations concerning the export limit and/or Export Licenses which come to its attention and the action taken with respect thereto.

E. Export Licenses will be issued sequentially, will be endorsed against the export limit for the Relevant Periods, and will reference the report of quota allocation results for the appropriate Relevant Period.

F. Export Licenses must be issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export.

G. On or after the effective date of this Agreement, the United States shall require presentation of an Export License as a condition for entry of subject merchandise into the United States. The United States will prohibit the entry of any subject merchandise not accompanied by an Export License.

## VI. Implementation

### A. Export Subsidies

The Government of Trinidad and Tobago shall certify to the Department within 15 days after the first day of each three-month period, beginning on January 15, 1998, whether it continues to be in compliance with the agreement by providing that all exports of the subject merchandise to the United States will not receive or benefit from any export or import substitution subsidies, except that export subsidy which is specifically provided for in Section III.A. Failure to supply such information or certification in a timely fashion may result in the immediate resumption of the investigation or issuance of a countervailing duty order.

### B. Export Limit

In order to effectively restrict the volume of exports of subject merchandise to the United States, the Government of Trinidad and Tobago agrees to implement the following procedures:

1. Establish an Export License program for all exports of subject merchandise to, or destined directly or indirectly for consumption in, the United States, no later than 90 days after the effective date of this Agreement.

2. Ensure compliance by any official Trinidad and Tobago institution, chamber, or other entities authorized by the Government of Trinidad and Tobago, all producers, exporters, brokers, and traders of the subject merchandise, and their affiliated parties, with all procedures established in order to effectuate this Agreement.

3. Collect information from all Trinidad and Tobago producers, exporters, brokers, and traders of the subject merchandise, and their affiliated parties, on the sale of the subject merchandise, and report such information pursuant to Section VIII of this Agreement.

4. Prohibit, by resolution, decree, legislation or equivalent Government action, direct and indirect exports to the United States of subject merchandise except with an Export License issued pursuant to Section V.A. and impose strict sanctions, such as penalties or prohibition from participation in the export limit allowed by the Agreement, in the event that any Trinidad and Tobago or Trinidad and Tobago-affiliated party does not comply in full with all the terms of the Agreement.

## VII. Anticircumvention

A. The Government of Trinidad and Tobago will take all appropriate measures under Trinidad and Tobago

law to prevent circumvention of this Agreement. It shall promptly conduct an inquiry into any and all allegations of circumvention, including allegations raised by the Department, and shall complete such inquiries in a timely manner (normally within 45 days). The Government of Trinidad and Tobago shall notify the Department of the results of its inquiries within ten days of the conclusion of such inquiries. Within 15 days of a request from the Department, the Government of Trinidad and Tobago shall share with the Department all facts known to the Government of Trinidad and Tobago regarding its inquiries, its analysis of such facts and the results of such inquiries. The Government of Trinidad and Tobago will require all Trinidad and Tobago exporters of steel wire rod products, as described in Section II, to include a provision in their contracts for sales to countries other than the United States that the steel wire rod sold through such contracts cannot be re-exported, transhipped or swapped to the United States, or otherwise used to circumvent the export limit of this Agreement. The Government of Trinidad and Tobago will also establish appropriate mechanisms to enforce this requirement.

B. If, in an inquiry pursuant to paragraph A, the Government of Trinidad and Tobago determines that a Trinidad and Tobago company has participated in a transaction that resulted in circumvention of the export limit of this Agreement, then the Government of Trinidad and Tobago shall impose penalties on such company including, but not limited to, denial of access to the steel wire rod quota. Additionally, the Government of Trinidad and Tobago shall deduct an amount of steel wire rod equivalent to the amount involved in such circumvention from the available quota and shall immediately notify the Department of the amount deducted. If sufficient quota is not available in the current Relevant Period, then the remaining amount necessary shall be deducted from the subsequent Relevant Period.

C. If the Government of Trinidad and Tobago determines that a company from a third country has circumvented the Agreement and the signatories agree that no Trinidad and Tobago entity participated in or had knowledge of such activities, then the signatories shall hold consultations for the purpose of sharing evidence regarding such circumvention and reaching mutual agreement on the appropriate steps to be taken to eliminate such circumvention, such as the Government of Trinidad and

Tobago prohibiting sales of Trinidad and Tobago steel wire rod to the company responsible or reducing steel wire rod exports to the country in question. If the signatories are unable to reach mutual agreement within 45 days, then the Department may take appropriate action, such as deducting the amount of steel wire rod involved in such circumvention from the available quota, taking into account all relevant factors. Before taking such action, the Department will notify the Government of Trinidad and Tobago of the facts and reasons constituting the basis for the Department's intended action and will afford the Government of Trinidad and Tobago ten days in which to comment.

D. If the Department determines that a Trinidad and Tobago entity participated in circumvention, the signatories shall hold consultations for the purpose of sharing evidence regarding such circumvention and reaching mutual agreement on an appropriate resolution of the problem. If the signatories are unable to reach mutual agreement within 45 days, the Department may take appropriate action, such as deducting the amount of steel wire rod involved in such circumvention from the available quota or instructing the U.S. Customs Service to deny entry to any subject merchandise sold by the entity found to be circumventing the Agreement. Before taking such action, the Department will notify the Government of Trinidad and Tobago of the facts and reasons constituting the basis for the Department's intended action and will afford the Government of Trinidad and Tobago ten days in which to comment.

E. The Department shall direct the U.S. Customs Service to require all importers of steel wire rod, as described in Section II, into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the steel wire rod being imported was not obtained under any arrangement, swap, or other exchange which would result in the circumvention of the export limit established by this Agreement. Where the Department has reason to believe that such a certification has been made falsely, the Department will refer the matter to the U.S. Customs Service or the Department of Justice for further action.

F. The Department will take the following factors into account in distinguishing normal steel wire rod market arrangements, swaps, or other exchanges from arrangements which would result in the circumvention of the export limit established by this Agreement:

1. Existence of any verbal or written arrangements which would result in the circumvention of the export limit established by this Agreement;

2. Existence of any arrangement as defined in Section IV.E that was not reported to the Department pursuant to Section VIII.A;

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

4. Existence and function of any historical and/or traditional trading patterns among the parties involved;

5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant steel wire rod facilities;

6. Existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for merchandise delivered or swapped by another party;

7. Sequence and timing of the arrangements; and

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

G. "Swaps" include, but are not limited to:

Ownership swaps involve the exchange of ownership of any type of steel wire rod product(s), without physical transfer. These may include exchange of ownership of steel wire rod products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of steel wire rod products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps involve the exchange of indicia of national origin of steel wire rod products, without any exchange of ownership.

Displacement swaps involve the sale or delivery of any type of steel wire rod product(s) from Trinidad and Tobago to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced steel wire rod products of any type, regardless of the sequence of the transaction.

H. The Department will enter its determinations regarding circumvention into the record of the Agreement.

## VIII. Monitoring

The Government of Trinidad and Tobago will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. The Department of Commerce shall provide semi-annual reports to the Government of Trinidad and Tobago indicating the

volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. The Government of Trinidad and Tobago shall immediately provide copies of any resolution, decree, legislation, or equivalent Government action governing any changes in the export allowance provisions of Act No. 14 of 1976, as codified in Section 8(1) of the Corporation Tax Act as soon as such changes occur. The Government of Trinidad and Tobago also shall immediately notify and provide copies to the Department of any resolution, decree, legislation or equivalent Government action governing any other export or import substitution subsidy which is issued, altered or amended in any way as to be applicable or available to producers/exporters of the subject merchandise to the United States.

B. The Government of Trinidad and Tobago shall notify the Department if any exporters of the subject merchandise transship the subject merchandise through third countries to the United States. The Government of Trinidad and Tobago also shall notify the Department if any exporter applies for or receives, directly or indirectly, the benefits of any export or import substitution subsidy program, other than that which is specifically excepted in Section III.A., regarding the export of the subject merchandise.

C. Beginning on the effective date of this Agreement, the Government of Trinidad and Tobago shall collect and provide to the Department the information set forth, in the agreed format, in the Appendix. All such information will be provided to the Department by May 1 of each year for exports during the period from October 1 of the previous year through March 31. In addition, such information will be provided to the Department by November 1 for exports from April 1 through September 30, or within 90 days of a request made by the Department. Such information will be subject to the verification provision identified in Section VIII.G of this Agreement. The Government of Trinidad and Tobago agrees to allow sales of subject merchandise only by those producers and through those brokers and trading companies which permit full reporting and verification of data. The Department may disregard any information submitted after the deadlines set forth in this Section or any information which it is unable to verify to its satisfaction.

Aggregate quantity and value of sales by HTS category to each third country will be provided to the Department by May 1 of each year for exports during the period from October 1 of the previous year through March 31. In addition, such quantity and value information will be provided to the Department by November 1 for exports from April 1 through September 30.

Transaction specific data for all third country sales will also be reported on the schedule provided above in the format provided in the Appendix. However, if the Department concludes that the transaction specific data is not necessary for a given period, it will notify the Government of Trinidad and Tobago at least 90 days before the reporting deadline that transaction specific sales data need not be reported. If the Department determines that such data is relevant in connection with Section VII and requests information on transactions for one or more third countries during a period for which the Department waived complete reporting, the Government of Trinidad and Tobago will provide the data listed in the Appendix for those specific transactions within 90 days of the request.

D. Both governments recognize that the effective monitoring of this Agreement may require that Trinidad and Tobago provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement.

E. The Department shall provide notice to the Government of Trinidad and Tobago of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

F. Other sources for monitoring. The Department will review publicly-available data as well as Customs Form 7501 entry summaries and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

The Department may also request the U.S. Customs Service to direct ports of entry to forward a Countervailing Duty Report of Importations for entries of the subject merchandise during the period this Agreement is in effect.

G. Verification. The Government of Trinidad and Tobago will permit full verification of all information related to the administration of this Agreement, including verification of Trinidad and Tobago producer and any brokers/trading companies utilized in making sales/shipments to the United States, on an annual basis or more frequently, as the Department deems necessary to ensure that Trinidad and Tobago is in full compliance with the terms of the Agreement. Such verifications may take place in association with scheduled consultations whenever possible.

#### IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under Section VIII.A, the parties to the proceeding may submit written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with Section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

#### X. Consultations

The Government of Trinidad and Tobago and the Department shall hold consultations regarding matters concerning the implementation, operation and/or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement. Additional consultations may be held at any other time upon request of either the Government of Trinidad and Tobago or the Department.

#### XI. Violations of the Agreement

##### A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission in accordance with Section 355.19 of the Department's Regulations.

The Government of Trinidad and Tobago and the Department will inform the other party of any violations of the Agreement which come to their attention and the action taken with respect thereto.

Imports in excess of the export limit set out in this Agreement shall not be considered a violation of this Agreement or an indication the Agreement no longer meets the requirements of Section 704 (b) or (c) of the Act where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limit of the following year.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Trinidad and Tobago 20 days within which to provide comments. The Department will make a determination within 30 days.

##### B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under Section 704(i) of the Act and Section 355.19 of the Department's Regulations.

#### XII. Duration

Absent affirmative determinations under the five-year review provisions of sections 751 and 752 of the Act, the Department expects to terminate this Agreement and the underlying investigation no later than October 14, 2002.

The Government of Trinidad and Tobago may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Trinidad and Tobago, the provisions of Section 704(i) of the Act shall apply.

#### XIII. Other Provisions

A. The Department 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 completely eliminate injury to the domestic industry producing the like product by imports of the merchandise subject to this Agreement.

B. In entering into this Agreement, the Government of Trinidad and Tobago does not admit that any programs alleged or investigated constitute

countervailable benefits under the Act, or that sales of the subject merchandise have materially injured, or threatened material injury to, an industry or industries in the United States.

C. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to: Department of Commerce, U.S.

Department of Commerce, Assistant Secretary for Import Administration, International Trade Administration, Washington, D.C. 20230  
Government of Trinidad and Tobago, Ministry of Trade and Industry, Level 15, Riverside Plaza, No. 2 Besson Street, Port-of-Spain, Trinidad and Tobago, West Indies.

#### XIV. Effective Date

The effective date of this Agreement is the date of its publication in the **Federal Register**.

Dated: October 14, 1997.

*For Government of Trinidad and Tobago.*

Mervyn Assam,

*Minister of Trade and Industry.*

*For U.S. Department of Commerce.*

Robert S. LaRussa,

*Assistant Secretary for Import Administration.*

#### Appendix

In accordance with the established format, the Government of Trinidad and Tobago shall collect and provide to the Department all information necessary to ensure compliance with this Agreement. This information will be provided to the Department on a semi-annual basis, or upon request.

The Government of Trinidad and Tobago will collect and maintain sales data to the United States, in the home market, and to countries other than the United States, on a continuous basis and provide the prescribed information to the Department.

The Government of Trinidad and Tobago will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

#### Report of Inventories

Report, by location, the inventories held by Trinidad and Tobago producers/exporters in the United States and imported into the United States between the period beginning May 6, 1997, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure and in short tons.

2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.

3. Titled Party: Name and address of party who legally has title to the merchandise.

4. Export License Number: Indicate the number(s) relating to each entry now being held in inventory.

5. Certificate of Origin Number(s): Indicate the number(s) relating to each sale or entry.

6. Date of Original Export: Date the Export License/certificate of origin is issued.

7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.

8. Original Importer: Name and address.

9. Original Exporter: Name and address.

10. Complete Description of Merchandise: Include heat numbers, HTS number, physical description, ASTM specification, and other available information.

#### United States Sales

The Government of Trinidad and Tobago will provide all Export Licenses, which shall contain the following information with the exception of item #9, date of entry, and item #16, final destination.

1. Export License/Certificate of Origin Number(s): Indicate the number(s) relating to each sale and/or entry.

2. Complete Description of Merchandise: Include heat numbers, HTS number, physical description, ASTM specification, and other available information.

3. Quantity: Indicate in original units of measure and in short tons.

4. F.O.B. Sales Value: Indicate currency used.

5. Unit Price: Indicate currency used/per original unit of measure.

6. Date of Sale: The date all terms of order are confirmed.

7. Sales Order Number(s): Indicate the specification number/order number relating to each sale and/or shipment.

8. Date of Export: Date the Export License 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/Broker: Name and address of any trading company involved in the sale.

12. Customer: Name and address of the first unaffiliated party purchasing from the Trinidad and Tobago producer/exporter.

13. Customer Affiliation: Indicate whether the customer is affiliated or unaffiliated to the Trinidad and Tobago exporter.

14. Quota Allocated to Exporter: Indicate the total amount of quota allocated to the individual exporter during the Relevant Period.

15. Quota Remaining: Indicate the remaining quota available to the individual exporter during the Relevant Period.

16. Final Destination: Name and address of the end-user for consumption in the United States.

17. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination/end-user.

#### Mill Certification

The Government of Trinidad and Tobago shall ensure that all shipments of subject merchandise exported to the United States pursuant to this Agreement shall be accompanied by a copy of the original mill certification.

#### Sales Other Than United States

Pursuant to Section VIII, paragraph A, the Government of Trinidad and Tobago will provide country-specific sales volume and

value information for all sales of steel wire rod products, as described in Section II, in the home market and to third countries.

1. Quantity: Indicate in original units of measure sold and/or entered and in metric tons.

2. F.O.B. Sales Value: Indicate currency used.

3. Date of Sale: The date all terms of order are confirmed.

4. Complete Description of Merchandise: Include heat numbers, HTS number, physical description, specification/grade under which sold, and other available information.

5. Sales Order Number(s): Indicate the specification number/order number relating to each sale and/or shipment.

6. Date of Export (if third country): Date of shipment from Trinidad and Tobago.

7. Date of Entry (if third country): Date the merchandise entered the third country or the date a book transfer took place.

8. Importer of Record (if third country): Name and address.

9. Customer: Name and address of the first party purchasing from the Trinidad and Tobago producer/exporter.

10. Customer Affiliation: Indicate whether the customer is affiliated or unaffiliated.

11. Final Destination: Name and address of the end-user for consumption in the United States.

12. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination/end-user.

[FR Doc. 97-27987 Filed 10-21-97; 8:45 am]

BILLING CODE 3510-DS-P

## DEPARTMENT OF COMMERCE

### International Trade Administration

[C-307-814]

### Suspension of Countervailing Duty Investigation: Steel Wire Rod From Venezuela

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

**SUMMARY:** The Department of Commerce (the Department) has suspended the countervailing duty investigation involving steel wire rod from Venezuela. The basis for the suspension is an agreement between the Department and the Government of Venezuela (GOV) wherein the GOV has agreed not to provide any export subsidies or import substitution subsidies on the subject merchandise and has agreed to restrict the volume of direct or indirect exports to the United States of subject merchandise from all Venezuelan producers/exporters in order to eliminate completely the injurious effects of exports of this merchandise to the United States.

**EFFECTIVE DATE:** October 22, 1997.

**FOR FURTHER INFORMATION CONTACT:** Jean Kemp or Donna Kinsella, Office of

Antidumping/Countervailing Duty Enforcement, Group III, Import Administration, U.S. Department of Commerce, Room 1874, 14th Street and Constitution Avenue, N.W., Washington, D.C. 20230; telephone (202) 482-2104.

#### SUPPLEMENTARY INFORMATION:

##### Background

On March 24, 1997, the Department initiated a countervailing duty investigation under section 702 of the Tariff Act of 1930, (the Act), as amended, to determine whether manufacturers, producers, or exporters of steel wire rod from Venezuela receive subsidies (62 FR 13866). On April 30, 1997, the United States International Trade Commission (ITC) notified the Department of its affirmative preliminary injury determination. On May 2, 1997, we postponed the preliminary determination until no later than July 28, 1997 (62 FR 25172, May 8, 1997).

On July 28, 1997, the Department preliminarily determined that countervailable subsidies are being provided to CVG-Siderurgica del Orinoco (62 FR 41927, August 4, 1997). From August 27 through September 8, 1997, the Department verified the questionnaire responses of the GOV and SIDOR in Venezuela.

The Department and the GOV initialed a proposed agreement suspending this investigation on September 12, 1997. Interested parties were informed that the Department intended to finalize the agreement on October 14, 1997, and were invited to provide written comments on the agreement. Comments were timely filed by the GOV on October 3, 1997.

The Department and the GOV signed the final suspension agreement on October 14, 1997.

#### Scope of Suspension Agreement

The products covered by this suspension of investigation are set forth in section II of the Appendix to this notice.

#### 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. (See October 14, 1997, Memorandum to the File Re: Analysis of Comments Submitted by Interested Parties, which is a public document on file in the Central Records Unit in room B-099 of the main Commerce building.) In accordance with section 704(c) of the Act, we have determined that extraordinary circumstances are present