

merchandise imported into the United States pursuant to this Agreement shall not be loaned or swapped.

Mill Certification

MOFTEC shall ensure that all shipments of CTL plate exported to the United States pursuant to this Agreement shall be accompanied by a copy of the original mill certification, which includes the heat number(s).

Sales to Countries Other Than the United States

Pursuant to Section VIII, paragraph A, MOFTEC will provide country-specific volume and value information for all exports of CTL plate to third countries. The following information shall be provided except that information requested in item #6, importer of record, and item #10, other, may be omitted if unknown to MOFTEC and the licensee.

1. Customs Export Declaration Number: Indicate the number(s) related to each shipment.
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 of Export Certification is issued.
6. Importer of Record: Name and address.
7. Customer: Name and address of the first unaffiliated party purchasing from the Chinese producer/exporter.
8. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated.
9. Name of Vessel: Identify the name of vessel for each shipment to third countries.
10. Other: The identity of any subsequent trading company in the transaction chain pursuant to Section VII.B.
11. Estimated Date of Entry: Date the merchandise entered the third country or the date a book transfer took place.

Home Market Sales

Pursuant to Section VIII.A., MOFTEC will provide transaction-specific home market information for sales of subject merchandise, upon demand. The following information shall be provided, except that information requested in item #6 may be omitted if unknown to MOFTEC and the licensee.

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 the 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 affiliated party purchasing from the Chinese 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.

[FR Doc. 97-30394 Filed 11-18-97; 8:45 am]

BILLING CODE 3510-DS-P

DEPARTMENT OF COMMERCE

International Trade Administration

[A-821-808]

Suspension of Antidumping Duty Investigation: Certain Cut-to-Length Carbon Steel Plate 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 certain cut-to-length carbon steel plate (CTL plate) from the Russian Federation. The basis for this action is an agreement between the Department and the Ministry of Foreign Economic Relations and Trade of the Russian Federation (MINFER) wherein MINFER has agreed to restrict the volume of direct or indirect exports to the United States of CTL plate from all Russian producers/exporters and to revise its prices to eliminate completely sales of this merchandise to the United States at less than fair value.

EFFECTIVE DATE: October 24, 1997.

FOR FURTHER INFORMATION CONTACT: Nithya Nagarajan, or Eugenia Chu, Office of AD/CVD Enforcement III, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th & Constitution Avenue N.W., Washington, D.C. 20230; telephone (202) 482-1324, or (202) 482-3964 respectively.

SUPPLEMENTARY INFORMATION:

Background

On December 3, 1996, the Department initiated an antidumping investigation under section 732 of the Tariff Act of 1930, (the Act), as amended, to determine whether imports of CTL plate from the Russian Federation are being or are likely to be sold in the United States at less than fair value (61 FR 64051 (December 3, 1996)). On December 19, 1996, the United States International Trade Commission (ITC) notified the Department of its affirmative preliminary injury determination (see ITC Investigation Nos. 731-TA-753-756). On June 11, 1997, the Department preliminarily determined that CTL plate 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 Tariff Act of 1930, as amended by the Uruguay Round Agreements Act (62 FR 31967, (June 11, 1997)).

The Department and MINFER initialed a proposed agreement

suspending this investigation on September 24, 1997. On September 25, 1997, we invited interested parties to provide written comments on the agreement and received comments from Geneva Steel, Gulf States Steel, Bethlehem Steel Corp., U.S. Steel Group, United Steel Workers of America, and the Government of the Russian Federation.

The Department and MINFER signed the final suspension agreement on October 24, 1997.

Scope of Investigation

See *Notice of Final Determination of Sales at Less Than Fair Value: Certain Cut-to-Length Carbon Steel Plate From Ukraine*, signed on October 24, 1997.

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, that the agreement is in the public interest, and that the agreement can be monitored effectively. See October 24, 1997, Public Interest Memorandum. 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 October 24, 1997, are set forth in Annex 1 to this notice.

Pursuant to section 734(f)(2)(A) of the Act, the suspension of liquidation of all entries of cut-to-length carbon steel plate from the Russian Federation entered or withdrawn from warehouse, for consumption, as directed in our notice of "Preliminary Determination of Sales at Less Than Fair Value: Cut-to-Length Carbon Steel Plate from the Russian Federation" and "Postponement of the Final Determination: Cut-to-Length Carbon Steel Plate from the Russian Federation" is hereby terminated. Any cash deposits on entries of cut-to-length carbon steel plate from the Russian Federation pursuant to that suspension of liquidation shall be refunded and any bonds shall be released.

On October 14, 1997 we received a request from petitioners requesting that we continue the investigation. We received separate requests for continuation from Bethlehem Steel Corp., U.S. Steel Corp. (A Unit of USX Corporation), and the United Steelworkers of America, interested parties under section 771(9)(D) of the

Act. Pursuant to these requests, we have completed the investigation in accordance with section 734(g) of the Act, and have notified 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 734(f)(3)(A) of the Act). If the ITC's determination is affirmative, the Department will not issue an antidumping duty order as long as the suspension agreement remains in force (see section 734(f)(3)(B) of the Act).

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

Dated: November 7, 1997.

Robert S. LaRussa,

Assistant Secretary for Import Administration.

Agreement Suspending the Antidumping Investigation on Cut-To-Length Carbon Steel Plate From the Russian Federation

For the purpose of encouraging free and fair trade in cut-to-length carbon steel plate ("steel plate"), establishing more normal market relations, and preventing the suppression or undercutting of price levels of the domestic product, the United States Department of Commerce ("U.S. DOC") and the Ministry of Foreign Economic Relations and Trade of the Russian Federation ("MINFER of Russia") enter into this suspension agreement ("the Agreement").

Pursuant to this Agreement, MINFER of Russia will restrict the volume of direct and indirect exports to the United States of steel plate from all Russian producers/exporters, subject to the terms and provisions set forth below.

On the basis of this Agreement, pursuant to the provisions of Section 734(1) of the Tariff Act of 1930, as amended (19 U.S.C. 1673c(1)), (see Appendix II), U.S. DOC shall suspend its antidumping investigation with respect to steel plate produced in Russia, subject to the terms and provisions set forth below. Further, U.S. DOC will instruct the U.S. Customs Service to terminate the suspension of liquidation of, and release any cash deposit or bond posted on, the steel plate covered by this Agreement as of the effective date of this Agreement.

I. Definitions

For purposes of this Agreement, the following definitions apply.

A. "Date of Export" for imports of steel plate to the United States shall be considered the date on which the Export License/Temporary Document was issued.

B. "Parties to the Proceeding" means any interested party, within the meaning of section 353.2(k) of the Department's Regulations, which actively participates through written submission of factual information or written argument.

C. "Indirect Exports" means arrangements as defined in Section III.E of this Agreement and exports from Russia through one or more third countries, whether or not such exports are further processed, insofar as they remain within the scope of the Agreement, and includes further processing which results in minor alterations, or under certain limited circumstances, as described in Section VII. G., further processing which results in substantial transformation as a result of an attempt to circumvent the Agreement, 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 Russian 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.

E. "For Consumption" means all steel plate sold to customers, such as, trading companies, distributors, resellers, end-users, or service centers.

F. "End-User" means an entity, such as a steel service center, reseller, trading company, end-user, etc. which consumes steel plate as defined in Section I.E.

G. "Date of Sale" is defined as the date on which price and quantity become firm, e.g., the specification date or, the date of the contract if the contract fixes the price and quantity for more than one year, as recorded in the company's records kept in the ordinary course of business.

H. "Export License/Temporary Document" is the document issued by ("MINFER") of Russia which serves also as both a quota certificate and a certificate of origin. An Export License/Temporary Document must accompany all shipments of steel plate from Russia to the United States, and must contain all of the information enumerated in the Appendix I to this Agreement, except that Date of Entry, Importer of Record, Final Destination, and Other, may be omitted if unknown to MTNFFR of Russia and the licensee.

I. Reference Price" means the price calculated by U.S. DOC, as described in Section IV, on a quarterly basis to be

used as a floor price for sales of steel plate to the United States.

J. "Relevant Period" for the export limit of this Agreement means the period from January 1 through December 31 of each year that the Agreement is in effect, except that the First Relevant Period shall be the period from October 24, 1997 through December 31, 1998. The Final Relevant Period shall be the period from January 1, 2002 through October 23, 2002.

II. Product Coverage

The products covered by this Agreement include hot-rolled iron and non-alloy steel universal mill steel plates (i.e., flat-rolled products rolled on four faces or in a closed box pass. of a width exceeding 150 mm but not exceeding 1250 mm and of a thickness of not less than 4 mm, not in coils and without patterns in relief), of rectangular shape, neither clad, plated nor coated with metal, whether or not painted, varnished, or coated with plastics or other non-metallic substances; and certain iron and non-alloy steel flat-rolled products not in coils, of rectangular shape, hot-rolled, neither clad, plated, nor coated with metal, whether or not painted, varnished, or coated with plastics or other nonmetallic substances, 4.75 mm or more in thickness and of a width which exceeds 150 mm and measures at least twice the thickness. Included as steel plate in this Agreement are flatrolled products of nonrectangular 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. This merchandise is currently classifiable in the Harmonized Tariff Schedule of the United States ("HTS") under item numbers 7208.40.3030, 7208.40.3060, 7208.51.0030, 7208.51.0045, 7208.51.0060, 7208.52.0000, 7208.53.0000, 7208.90.0000, 7210.70.3000, 7210.90.9000, 7211.13.0000, 7211.14.0030, 7211.14.0045, 7211.90.0000, 7212.40.1000, 7212.40.5000, 7212.50.0000. Excluded from steel plate within the scope of this Agreement is grade X-70 steel plate. Although the HTS subheadings are provided for convenience and customs purposes, the written description of the scope of this Agreement is dispositive.

The products covered by the above definition shall be referred to hereinafter as "steel plate".

III. Export Limits

A. The export limit for each Relevant Period shall be 100,000 metric tons of steel plate, except that for the First Relevant Period the export limit shall be 118,630 metric tons of steel plate and for the Final Relevant Period the export limit shall be 81,370 metric tons of steel plate. No later than 60 days prior to the end of the First Relevant Period, U.S. DOC shall calculate an upward or downward adjustment to the next Relevant Period's export limit based upon the changes in U.S. apparent consumption for steel plate. U.S. apparent consumption will be calculated using of financial statistics of the U.S. Census Bureau and data from the American Iron and Steel Institute regarding domestic shipments. The maximum adjustment will be plus or minus no more than 6 percent per Relevant Period, and will be calculated by comparing the most recent twelve months of data for U.S. apparent consumption available to U.S. DOC at the time of the calculation, to the level of the previous corresponding twelve months of data. U.S. DOC will then apply the adjustment to the Relevant Period's export limit. U.S. DOC will similarly adjust the export limit every Relevant Period, and the effects of the adjustments shall be cumulative.

Deductions from the export limit shall be made based on the "Date of Export", as defined in Section I. MINFER of Russia will not issue Export Licenses/Temporary Documents accounting for more than sixty percent of the export limits for any Relevant Period during either semi-annual period within such Relevant Period. The two semi-annual periods within the Relevant Period are defined as: (1) January 1 through June 30; and (2) July 1 through December 31 and except that for the First Relevant Period, the two semi-annual periods are defined as: (1) the period beginning on October 24, 1997 through May 31 1998; and (2) the period June 17 1998 through December 31, 1998. and for the Final Relevant Period, the semi-annual periods are defined as: (1) January 1, 2002 through May 31, 2002; and (2) June 1, 2001 through October 23, 2002.

B. On and after October 24, 1997, MINFER of Russia will restrict the volume of direct or indirect exports of steel plate to the United States, and the transfer and withdrawal from inventory of steel plate (consistent with the provisions of Section III.D) in accordance with the export limit then in effect.

C. Any amount delivered during a Relevant Period shall not when cumulated with all prior deliveries in

such Relevant Period, exceed the export limit for that Relevant Period except as provided for in Section III.G.

D. Any inventories of steel plate currently held in the United States by a Russian entity and imported into the United States between November 5, 1996, and October 24 1997, 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/Temporary Document issued by MINFER of Russia. Any such transfers or withdrawals from inventory shall be deducted from the export limit in effect at the time the Export License/Temporary Document is issued.

2. A request for an Export License/Temporary Document under this provision shall be accompanied by a report specifying the data pursuant to the provisions of Russian legislation, in particular, the identity of the original exporter and importer, the customer, if known, the original date of export and entry into the United States, if known, the quantity expressed in metric tons, and a complete description of the steel plate (including heat numbers and other available identifying documentation).

E. Any arrangement involving the exchange, sale, or delivery of steel plate products from Russia whether or not further processed within the meaning of I.C., to the degree it can be shown to have resulted in the sale or delivery in the United States of steel plate products from a country other than Russia, will be counted toward the export limit under this Agreement. Any such transaction that does not comply with the requirements of Section V will be deducted from the export limit pursuant to Section VII.

F. When steel plate is imported into the United States and is subsequently re-exported, or re-packaged and re-exported or further processed within the meaning of I.C. and re-exported, the export limit shall be increased by the quantity 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 U.S. DOC receives, and has the opportunity to verify, evidence demonstrating original importation. any repackaging or further processing, and subsequent exportation.

G. Export Licenses/Temporary Documents issued for a given Relevant Period may not be used after the expiration of that Relevant Period, except that Export Licenses/Temporary Documents not used during the Relevant Period may be used 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/Temporary Documents for up to 15 percent of the export limit for a subsequent Relevant Period may be issued as early as 45 days prior to the beginning of the subsequent Relevant Period. Such "carried-back" quota shall be counted against the export limit applicable to the following Relevant Period.

H. For the first 120 days after October 24, 1997, steel plate shall be admitted into the United States with a "Temporary Document."

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 information detailed in Appendix I.B. to this Agreement, must be submitted to U.S. DOC no later than 45 days after the conclusion of the 120 day period. This data must be sorted on the basis of date of export and must be set forth on a transaction-specific basis.

IV. Reference Price

A. Steel plate will not be sold below the reference price in effect on the date of sale.

B. The reference price issued quarterly by U.S. DOC shall be released by September 1, December 1, March 1, and June 1 of each year and shall be effective on October 1, January 1, April 1, and July 1, respectively. The reference price for the First Relevant Period shall be issued and effective on October 24, 1997. Either party is entitled to request consultations regarding the calculation of reference prices.

C. The reference price for the First Relevant Period shall be as follows:
A36—\$300.00 per metric ton
A572—\$325.00 per metric ton

Until such time as U.S. DOC and MINFER of Russia agree, after consultations, upon reference prices for other grades of steel plate, only grades A36 and A572 may be exported to the United States. Consultations regarding reference prices for other grades of steel plate shall be held within 30 days of a request and shall be completed within 15 days.

D. For each subsequent Relevant Period, the reference price will be adjusted on a quarterly basis to reflect the change in the BLS Producer Price Index (PPI) for carbon steel plate over the three months for which data is available preceding the date on which the reference price is issued.

If the last month of BLS PPI for the three-month period preceding the date on which the reference price is issued has fallen by more than 2.6 percent from the average of the first two months of the period, the reference price will be adjusted on the basis of the PPI for the last month of the three-month period.

E. MINFER of Russia will ensure that, with respect to merchandise covered by each Export License/Temporary Document, the Russian unit values of steel plate exports will equal or exceed the reference price at equivalent points in the transaction chain. The reference price will be F.O.B. port. MINFER of Russia will ensure that contracts and all relevant documentation will be available to U.S. DOC and will be subject to verification.

V. Export License/Temporary Document

A. MINFER of Russia shall restrict the volume of direct or indirect exports of steel plate to the United States by means of annual quota allocations and Export Licenses/Temporary Documents. Export Licenses/Temporary Documents shall be issued by MINFER of Russia for all direct or indirect exports of steel plate to the United States in accordance with the export limit in Section III and the reference price in Section IV.

B. Thirty days following the allocation of quota rights for any Relevant Period.

MINFER of Russia shall provide to U.S. DOC a notice identifying each quota recipient and the volume of quota which each recipient has been accorded ("notice of quota allocation results"). MINFER of Russia shall not be required to seek the approval of U.S. DOC for changing the volume of quota assigned to individual quota recipients. MINFER of Russia shall inform U.S. DOC of any changes in the volume of quota assigned to individual quota recipients within 60 days of the date on which such changes become effective.

C. Before it issues an Export License/Temporary Document, MINFER of Russia will ensure that the Relevant Period's export limit is not exceeded and that the price for the steel plate is at or above the reference price.

D. MINFER of Russia shall take measures, as may be necessary, to make effective the obligations resulting from the reference price, export limits and Export Licenses/Temporary Documents. MINFER of Russia will inform U.S. DOC of any violations concerning reference price, export limits and/or Export Licenses/Temporary Documents which come to its attention and the measures taken with respect thereto.

U.S. DOC will inform MINFER of Russia of violations concerning the

reference price, export limits, and/or Export Licenses/Temporary Documents which come to its attention and the actions taken with respect thereto.

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

F. Export License/Temporary Document must be issued no earlier than 90 days before the day on which the steel plate is accepted by a transportation company, as indicated in the bill of lading or a comparable transportation document, for export. Export License/Temporary Document must be also issued in English.

G. On and after October 24, 1997, the United States shall require presentation of an original stamped Export License/Temporary Document as a condition for entry of steel plate into the United States. The United States will prohibit the entry of any steel plate not accompanied by an original stamped Export License/Temporary Document.¹

VI. Implementation

In order to effectively restrict the volume of exports of steel plate to the United States, MINFER of Russia agrees to implement the following procedures no later than 90 days after October 24 1997, except as noted in Section VI.A.:

A. Establish a quota and licensing program for all exports of steel plate to, or destined directly or indirectly for consumption in, the United States no later than 120 days after October 24, 1997.

B. Ensure compliance by any official Russian institution, chamber, or other entities authorized by the Government of Russia all Russian producers, exporters, brokers, and traders of the steel plate, and their relevant affiliated parties; as well as relevant trading companies/resellers utilized by the Russian producer to make sales to the United States, with all procedures established in order to effectuate this Agreement.

C. Collect information from all Russian producers, exporters, brokers, and traders of steel plate, and their relevant affiliated parties, as well as relevant trading companies/resellers utilized by the Russian producer, on the sale of the steel plate, and report such information pursuant to Article VIII.A of this Agreement.

D. Issue Export Licenses/Temporary Documents to Russian producers and

exporters of steel plate for the duration of this Agreement in accordance with Russian legislation.

E. 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 terms of the Agreement.

F. Require that purchasers agree not to circumvent this Agreement, report to MINFER of Russia subsequent arrangement entered into for the sale, exchange, or loan to the United States of steel plate purchased from Russia, and include these same provisions in any subsequent contracts involving steel plate purchased from Russia.

G. For purposes of this Agreement the duration of validity of Export Licenses/Temporary Documents will be six (6) months. U.S. D.O.C. and MINFER of Russia may agree to an extension of the validity of the Export License/Temporary Document in cases of force majeure.

VII. Anticircumvention

A. MINFER of Russia will take all appropriate measures under Russian law to prevent circumvention of this Agreement. It shall respond promptly to conduct an inquiry into allegations of circumvention, including allegations raised by U.S. DOC, and shall complete such inquiries in a timely manner (normally within 45 days). MINFER of Russia shall notify U.S. DOC of the results of its inquiries within 15 days of the conclusion of such inquiries. Within 15 days of a request from U.S. DOC, MINFER of Russia shall share with U.S. DOC all information received or collected by MINFER of Russia regarding its inquiries, its analysis of such information, and the results of such inquiries. MINFER of Russia will require all Russian exporters of steel plate to include a provision in their contracts for sales to countries other than the United States that the steel plate sold through such contracts cannot be re-exported, transshipped, or swapped to the United States, or otherwise used to circumvent the export limits of this Agreement. This requirement does not apply to exports to the United States through a third country which are accompanied by a valid Export License/Temporary Document. MINFER of Russia will also establish appropriate mechanisms to enforce this requirement.

B. If, in an inquiry pursuant to Section VI.A, MINFER of Russia determines that a Russian entity has participated in a transaction that resulted in circumvention of the export limits of this Agreement, then MINFER

¹ The validity of an Export License/Temporary Document will not be affected by a subsequent change of an HTS number.

of Russia shall impose measures on such company including, but not limited to, denial of access to a quota for the steel plate. Additionally, MINFER of Russia shall deduct an amount of steel plate equivalent to the amount involved in such circumvention from the export limit and shall immediately notify U.S. DOC of the amount deducted. If sufficient tonnage is not available in the current Relevant Period, then the remaining amount necessary shall be deducted from the subsequent Relevant Period.

C. If MINFER of Russia determines that a company from a third country has circumvented the Agreement and the parties 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 U.S. DOC may take appropriate measures, such as deducting the amount of steel plate involved in such circumvention from the export limit, or instructing U.S. Customs to deny entry to any steel plate sold by the entity found to be circumventing the Agreement, taking into account all relevant factors. Before taking such measures U.S. DOC will notify MINFER of Russia of the facts and reasons constituting the basis for U.S. DOC's intended action and will afford MINFER of Russia 15 days in which to comment.

D. If U.S. DOC determines that a Russian entity participated in circumvention the parties 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 parties are unable to reach mutual agreement within 60 days, U.S. DOC may take appropriate measures, such as deducting the amount of steel plate involved in such circumvention from the export limit or instructing U.S. Customs to deny entry to any steel plate sold by the entity found to be circumventing the Agreement. Before taking such measures, U.S. DOC will notify MINFER of Russia of the facts and reasons constituting the basis for U.S. DOC's intended action and will afford MINFER of Russia 30 days in which to comment.

E. U.S. DOC shall direct the U.S. Customs Service to require all importers of steel plate into the United States, regardless of stated country of origin, to submit at the time of entry a written

statement certifying that the steel plate being imported was not obtained under any arrangement, swap, or other exchange which would result in the circumvention of the export limits established by this Agreement. Where U.S. DOC has reason to believe that such a certification has been made falsely, U.S. DOC will refer the matter to the U.S. Customs Service or U.S. Department of Justice for further action.

F. U.S. DOC will take the following factors into account in distinguishing normal steel plate market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which would result in the circumvention of the export limits established by this Agreement:

1. Existence of any verbal or written arrangements which would result in the circumvention of the export limits established by this Agreement;
2. Existence of any arrangement as defined in Section III.E that was not reported to U.S. DOC pursuant to Section VIII;
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 plate facilities;
6. Existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for steel plate 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 steel plate without physical transfer. These may include exchange of ownership of steel plate in different countries, so that the parties obtain ownership of products located in different countries, or exchange of ownership of steel plate 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 plate, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of steel plate from Russia 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 plate,

regardless of the sequence of the transaction.

H. U.S. DOC will enter its determinations regarding circumvention into the record of the Agreement.

I. MINFER of Russia may request an extension of up to 15 days for any of the deadlines mentioned in this Section.

VIII. Monitoring

MINFER of Russia will provide to U.S. DOC such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. U.S. DOC shall provide semi-annual reports to MINFER of Russia indicating the volume of imports of the steel plate to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on October 24, 1997, MINFER of Russia shall collect and provide to U.S. DOC information for exports to the United States set forth in the agreed format in the Appendix I to this Agreement. All such information will be provided to U.S. DOC by March 31st of each year for exports to the United States during the period from July 1st through December 31st. In addition, such information will be provided to U.S. DOC by September 30th for exports from January 1st through June 30th, or within 90 days of a request made by U.S. DOC. Such information will be subject to the verification provision identified in Section VIII.C of this Agreement. MINFER of Russia agrees to provide Export Licenses/Temporary Documents to only those Russian producers/exporters which permit verification and full reporting of data. U.S. DOC 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 exports of steel plate to each third country will be provided to U.S. DOC by March 31st of each year for exports during the period from July 1st through December 31st. In addition, such information will be provided to U.S. DOC by September 30th for exports from January 1st through June 30th.

Upon request by the U.S. DOC, transaction-specific data for exports of steel plate to third country(ies) and home market sales of steel plate will also be reported in the format provided in the Appendix I. This information shall be provided within 45 days of the request. However, MINFER of Russia

may request an extension of up to 30 days.

Both Parties recognize that the effective monitoring of this Agreement may require that MINFER of Russia provide information additional to that which is identified above. Accordingly, U.S. DOC may establish additional reporting requirements, as appropriate, during the course of this Agreement.

U.S. DOC shall provide notice to MINFER of Russia 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.

MINFER of Russia may request an extension of up to 30 days for any of the deadlines mentioned in this Section.

B. Other Sources for Monitoring

U.S. DOC will review publicly available data as well as U.S. Customs entry summaries and other of financial 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.

U.S. DOC will monitor 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, U.S. DOC may request the U.S. Customs Service to provide such information. U.S. DOC may request other additional documentation from the U.S. Customs Service.

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

C. Verification

MINFER of Russia will permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the U.S. D.O.C. deems necessary to ensure that MINFER of Russia 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. U.S. 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 U.S. DOC

semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 45 days after the date of disclosure under Section VIII.A, the parties to the proceeding may submit written comments to U.S. DOC, 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 U.S. laws and regulations.

X. Consultations

MINFER of Russia and U.S. DOC shall hold consultations regarding matters concerning the implementation operation including the calculation of reference prices, 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 MINFER of Russia or U.S. DOC.

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 U.S. Laws and regulations.

MINFER of Russia and U.S. DOC will inform the other Party of any violations of the Agreement which come to their attention and the action taken with respect thereto.

Exports in excess of the export limits 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 U.S. laws and regulations where such exports are inconsequential, inadvertent, and are applied against the export limits of the following Relevant Period.

Prior to making a determination of an alleged violation, U.S. DOC will engage in emergency consultations. Such consultations shall begin no later than 21 days from the day of request and shall provide for full review, but in no event will exceed 40 days. After consultations, U.S. DOC will provide MINFER of Russia 20 days within which to provide comments. U.S. DOC will make a determination within 30 days after the date established for submission of comments by MINFER of Russia.

B. Appropriate Action

If U.S. DOC determines that this Agreement is being or has been violated,

U.S. DOC will take such action as it determines is appropriate under the U.S. laws and regulations.

C. MINFER of Russia may request an extension of up to 15 days for any of the deadlines mentioned in this Section.

XII. Duration

The export limit provided for in Section III of this Agreement shall remain in force from October 24, 1997 through October 23, 2002.

U.S. DOC will, upon receiving a proper request made by MINFER of Russia, conduct an administrative review under the U.S. laws and regulations. U.S. DOC expects to terminate this Agreement and the underlying investigation no later than 5 years from October 24, 1997, provided that no Russian entity has been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted with U.S. laws and regulations.

MINFER of Russia may terminate this Agreement at any time upon notice to U.S. DOC. Termination shall be effective 60 days after such notice is given to U.S. DOC. Upon termination at the request of MINFER of Russia, the provisions of U.S. laws and regulations shall apply.

XIII. Other Provisions

A. U.S. 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 steel plate products by imports of the steel plate subject to this Agreement.

B. U.S. DOC does not consider any of the obligations concerning exports of steel plate to the United States undertaken by MINFER of Russia 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 and equally binding, with the English version being controlling.

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:

Department: U.S. Department of Commerce, Assistant Secretary for Import Administration, International Trade Administration, Washington, D.C. 20230

Ministry: Head of Department for the Regulation of External Economic Activities of the Ministry for Foreign Economic Relations and Trade of the Russian Federation, 18/1 Ovchinnikovskaya naberezhnaya, Moscow~ 1 13324, Russia

XIV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on cut-to-length carbon steel plate from Russia shall be October 24, 1997.

Signed on this 24th day of October, 1997.

For U.S. DOC.

Robert LaRussa,

Assistant Secretary for Import Administration.

For MINFER of Russia.

Vladimir M. Chibirev,

Acting Trade Representative of the Russian Federation to the United States.

Appendix I

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

MINFER of Russia 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.

MINFER of Russia will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

A. Report of Inventories

Report by location, the inventories held by Russian entities in the United States and imported into the United States during the period November 5, 1996 through October 24, 1997.

1. Quantity: Indicate original units of measure and in metric 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 steel plate.
4. Export License/Temporary Document 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/Temporary Document is issued.
7. Date of Entry: Date the steel plate 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 numbers, physical description, ASTM specification, and other available information.

B. Exports to The United States

MINFER of Russia will provide all Export License/Temporary Document, which shall contain the following information except 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 MINFER of Russia and the Russian licensee.

1. Export License/Temporary Document: Indicate the number(s) relating to each sale and or entry.
2. Complete Description of Merchandise: Include the 10 digit HTS category, and the ASTM or equivalent grade.
3. Quantity: Indicate in metric tons.
4. F.O.B. Sales Value: Indicate currency used.
5. Unit Price: Indicate currency used per metric ton.
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. 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: The complete name and address of the end-user.
17. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination/end-user.

Mill Certification

MINFER of Russia shall ensure that all shipments of steel plate exported to the United States pursuant to this Agreement, shall be accompanied by a copy of the original mill certification, which includes the heat number(s).

C. Exports Other Than to The United States

Pursuant to Section VIII, paragraph A, MINFER of Russia will provide country-specific volume and value information for exports of steel plate to third countries, upon request, regardless of whether MINFER of Russia licenses exports of steel plate 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, may be omitted if unknown to MINFER of Russia 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.

D. Home Market Sales

Pursuant to Section VIII, paragraph A, the MINFER of Russia will provide home market volume and value information for sales of steel plate, upon request. The following information shall be provided with the exception of item #6, if unknown to MINFER of Russia 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:

(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.

[FR Doc. 97-30395 Filed 11-18-97; 8:45 am]

BILLING CODE 3510-DS-P

DEPARTMENT OF COMMERCE

International Trade Administration

[A-821-808]

Notice of Final Determination of Sales at Less Than Fair Value: Certain Cut-to-Length Carbon Steel Plate from the Russian Federation

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

EFFECTIVE DATE: November 19, 1997.

FOR FURTHER INFORMATION CONTACT: Nithya Nagarajan at (202) 482-1324 or Eugenia Chu at (202) 482-3964, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, N.W., Washington, D.C. 20230.

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 citations to the Department's regulations are to 19 C.F.R. part 353 (1997).

Final Determination: We determine that certain cut-to-length steel plate (CTL plate) from the Russian Federation is being, or is likely to be, sold in the United States at less than fair value (LTFV), as provided in section 735 of the Act.

Case History

Since the preliminary determination in this investigation (*Preliminary Determination of Sales at Less Than Fair Value: Certain Cut-to-Length Carbon Steel Plate From the Russian Federation*, 62 FR 31967 (June 11, 1997)), the following events have occurred:

In June 1997, we verified the Severstal's questionnaire responses. On July 23, 1997, the Department issued its report on verification findings. Petitioners and Respondent, Severstal, submitted case briefs on July 31, 1997, and rebuttal briefs on August 5, 1997. A public hearing was not requested nor held.

On August 8, 1997, the Department provided interested parties the opportunity to submit additional

publicly-available information (PAI) from surrogate countries to value certain factors of production. The Department received responses on August 15, 1997, and comments on August 22, 1997.

Scope of Investigation

The products covered by this investigation are hot-rolled iron and non-alloy steel universal mill plates (i.e., flat-rolled products rolled on four faces or in a closed box pass, of a width exceeding 150 mm but not exceeding 1250 mm and of a thickness of not less than 4 mm, not in coils and without patterns in relief), of rectangular shape, neither clad, plated nor coated with metal, whether or not painted, varnished, or coated with plastics or other nonmetallic substances; and certain iron and non-alloy steel flat-rolled products not in coils, of rectangular shape, hot-rolled, neither clad, plated, nor coated with metal, whether or not painted, varnished, or coated with plastics or other nonmetallic substances, 4.75 mm or more in thickness and of a width which exceeds 150 mm and measures at least twice the thickness. Included as subject merchandise in this petition are flat-rolled products of nonrectangular 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 bevelled or rounded at the edges. This merchandise is currently classified in the Harmonized Tariff Schedule of the United States (HTS) under item numbers 7208.40.3030, 7208.40.3060, 7208.51.0030, 7208.51.0045, 7208.51.0060, 7208.52.0000, 7208.53.0000, 7208.90.0000, 7210.70.3000, 7210.90.9000, 7211.13.0000, 7211.14.0030, 7211.14.0045, 7211.90.0000, 7212.40.1000, 7212.40.5000, 7212.50.0000. Excluded from the subject merchandise within the scope of the petition is grade X-70 plate. Although the HTS subheadings are provided for convenience and customs purposes, our written description of the scope of this investigation is dispositive. See memorandum on *Scope of Investigations on Carbon Steel Plate*, from Joseph Spetrini to Robert S. LaRussa (October 24, 1997).

Period of Investigation (POI)

The POI is April 1, 1996 through September 30, 1996.

Separate Rates

Severstal has requested a separate, company-specific rate. The claimed ownership structure of Severstal during

the POI is that of a publicly owned joint stock company, where the state owned 20% of the shares.

To establish whether a firm is sufficiently independent from government control to be entitled to a separate rate, the Department analyzes each exporting entity under a test arising out of the *Final Determination of Sales at Less Than Fair Value: Sparklers from the People's Republic of China*, 56 FR 20588 (May 6, 1991) (*Sparklers*) and amplified in *Final Determination of Sales at Less Than Fair Value: Silicon Carbide from the People's Republic of China*, 59 FR 22585 (May 2, 1994) (*Silicon Carbide*). Under the separate rates criteria, the Department assigns separate rates in nonmarket economy cases only if a respondent can demonstrate the absence of both *de jure* and *de facto* governmental control over export activities.

1. Absence of De Jure Control

An individual company may be considered for a separate rate if it meets the following *de jure* criteria: (1) an absence of restrictive stipulations associated with an individual exporter's business and export licenses; (2) any legislative enactments decentralizing control of companies; and (3) any other formal measures by the government decentralizing control of companies. Severstal has placed on the administrative record a number of documents demonstrating absence of *de jure* control. These documents include laws, regulations, and provisions enacted by the government of the Russian Federation, describing the deregulation of Russian enterprises as well as the deregulation of the Russian export trade (except for a list of products that may be subject to government export constraints which Severstal claims, and the Department verified, do not include subject merchandise). Specifically, Severstal provided English translations of the laws and regulations governing their enterprises. These laws and regulations authorized Severstal to make its own operational and managerial decisions during the POI. See *Separate Rates Memorandum*, dated June 3, 1997.

2. Absence of De Facto Control

The Department typically considers four factors in evaluating whether each respondent is subject to *de facto* governmental control of its export functions: (1) whether the export prices ("EP") are set by or subject to the approval of a governmental authority; (2) whether the respondent has authority to negotiate and sign contracts and other agreements; (3) whether the