

rate for all other manufacturers or exporters will continue to be the "all others" rate made effective by the final results of the 1991-1992 administrative review of this order (see *Elemental Sulphur from Canada: Final Results of Administrative Review*, 61 FR 8239, 8252 (March 4, 1996)). As noted in those final results, the Department determined this rate to be 5.56 percent. These deposit requirements, when imposed, shall remain in effect until publication of the final results of the next administrative reviews.

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

This administrative review and notice are in accordance with section 751(a)(1) of the Act (19 U.S.C. 1675(a)(1)) and 19 CFR 353.22(c)(5).

Dated: December 30, 1996.

Robert S. LaRussa,
Acting Assistant Secretary for Import
Administration.
[FR Doc. 97-296 Filed 1-6-97; 8:45 am]
BILLING CODE 3510-DS-P

[A-588-839]

Suspension of Antidumping Duty Investigation: Sodium Azide From Japan

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

SUMMARY: The Department of Commerce (the Department) has suspended the antidumping duty investigation involving sodium azide from Japan. The basis for this action is an agreement between the Department and producers/exporters accounting for substantially all imports of sodium azide from Japan wherein each signatory producer/exporter has agreed either to revise its prices to eliminate completely sales of this merchandise to the United States at less than fair value or to cease exports of this merchandise to the United States.

EFFECTIVE DATE: January 7, 1997.

FOR FURTHER INFORMATION CONTACT: William H. Crow II or Michelle A. Frederick, Office of AD/CVD Enforcement II, Import Administration, International Trade Administration,

U.S. Department of Commerce, 14th & Constitution Avenue N.W., Washington, D.C. 20230; telephone (202) 482-0116 or (202) 482-4162, respectively.

SUPPLEMENTARY INFORMATION:

Background

On February 5, 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 sodium azide from Japan are being or are likely to be sold in the United States at less than fair value (61 FR 4959 (February 9, 1996)). On March 8, 1996, the United States International Trade Commission (ITC) notified the Department of its affirmative preliminary injury determination (see ITC Investigation No. 731-TA-740). On August 9, 1996, the Department preliminarily determined that sodium azide 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 (61 FR 42585, (August 16, 1996)).

The Commerce Department and the Japanese producers of sodium azide initialed a proposed agreement suspending this investigation on November 13, 1996. On that date, we invited interested parties to provide written comments on the agreement. On December 20, 1996, American Azide Corporation, the petitioner, filed comments with the Department.

The Department and the signatory producers/exporters of sodium azide from Japan signed the final suspension agreement on December 26, 1996.

Scope of Investigation

The product covered by this investigation is sodium azide (NaN_3) regardless of use, and whether or not combined with silicon oxide (SiO_2) or any other inert flow assisting agent. The merchandise under investigation is currently classifiable under item 2850.00.50.00 of the Harmonized Tariff Schedule of the United States (HTSUS). Although the HTSUS subheading is provided for convenience and customs purposes, our written description of the scope of this investigation is dispositive.

Interested Party Comments

Having analyzed all comments filed by interested parties, we conclude that the Agreement meets the requirements of the statute. The petitioner raised the following concerns:

First, the petitioner emphasized that the agreement, in its opinion, was in the public interest, and stated its reasons for this conclusion. Second, the petitioner

requested that the Department revise the language in the proposed agreement to identify product types by physical characteristics and not by end use, in order to preclude possible future circumvention of the agreement. Third, the petitioner asked the Department to ensure that the language of the agreement reflect the statutory definition of profit for constructed value, whereby the Department would base profit "only on amounts realized in connection with sales in the ordinary course of trade."

As to the first point, the Department agrees that this agreement is in the public interest, as outlined in the December 26, 1996, memorandum from David Mueller, Director of the Office of Policy, to Robert S. LaRussa, Acting Assistant Secretary for Import Administration ("Public Interest Memorandum"). With respect to the second point, the Department has modified the product type language in the final agreement using physical characteristics to define such types. Third, the Department has added citations to the statute in the agreement in order to define profit for constructed value.

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(b) of the Act, we have determined that the agreement will either eliminate exports of this merchandise to the United States or eliminate completely sales of this merchandise to the United States at less than fair value, that the agreement is in the public interest, and that the agreement can be monitored effectively. See December 26, 1996, Public Interest Memorandum. We find, therefore, that the criteria for suspension of an investigation pursuant to section 734(b) of the Act have been met. The terms and conditions of this agreement, signed December 26, 1996, are set forth in Annex 1 to this notice.

Pursuant to section 734(f)(2)(A) of the Act, effective January 7, 1997, the suspension of liquidation of all entries of sodium azide from Japan entered or withdrawn from warehouse, for consumption, as directed in our notice of "Preliminary Determination of Sales at Less Than Fair Value and Postponement of the Final Determination: Sodium Azide from Japan" is hereby terminated. Any cash deposits on entries of sodium azide from Japan pursuant to that suspension of liquidation shall be refunded and any bonds shall be released.

Notwithstanding the suspension agreement, the Department will continue the investigation if it receives a request in accordance with section 734(g) of the Act within 20 days after the date of publication of this notice.

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

Dated: December 30, 1996.

Robert S. LaRussa,
Acting Assistant Secretary for Import Administration.

Annex 1: Suspension Agreement: Sodium Azide From Japan

Under section 734(b) of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) ("the Act"), and 19 CFR 353.18, the U.S. Department of Commerce ("the Department") and the signatory producers/exporters of sodium azide from Japan enter into this suspension agreement ("the Agreement"). On the basis of the Agreement, the Department shall suspend its antidumping investigation initiated on February 9, 1996 (61 FR 4959) of sodium azide from Japan, subject to the terms and provisions set forth below.

A. Product Coverage

(1) The merchandise subject to the Agreement is sodium azide (NaN_3), regardless of use, and whether or not combined with silicon oxide (SiO_2) or any other inert flow assisting agent, that has Japan as its origin.

(2) Sodium azide is presently classifiable under subheading 2850.00.50.00 of the Harmonized Tariff Schedule of the United States ("HTSUS").

(3) Sodium azide is presently classifiable under subheading 2850.00.50.00 of the Harmonized Tariff Schedule of the United States ("HTSUS"). The products covered are sodium azide regardless of form, dose, or purity. Sodium azide includes, but is not limited to: (1a) ground sodium azide with flow assisting agents (hereinafter referred to as ground airbag sodium azide); (1b) unground sodium azide with flow assisting agents (hereinafter referred to as unground airbag sodium azide); and (2) sodium azide without flowing agents, hereinafter referred to as sodium azide for pharmaceutical use.

B. U.S. Import Coverage

(1) The signatory producers/exporters collectively are the producers and exporters in Japan that, during the antidumping investigation of the merchandise subject to the Agreement, accounted for substantially all (not less than 85 percent) of the subject merchandise imported into the United States, as provided in the Department's

regulations. The Department may at any time during the period of the Agreement require additional producers/exporters in Japan to sign the Agreement in order to ensure that not less than substantially all imports into the United States are covered by the Agreement.

(2) In reviewing the operation of the Agreement for the purpose of determining whether the Agreement has been violated or is no longer in the public interest, the Department will consider imports into the United States from all sources of the merchandise described in section A of the Agreement. For this purpose, the Department will consider factors including, but not limited to, the following: Volume of trade, pattern of trade, and the reseller's export price.

C. Basis of the Agreement

(1) This Agreement is entered into pursuant to 19 U.S.C. 1673c(b). On or after the effective date of the Agreement, each signatory producer/exporter individually agrees either to make any necessary price revisions to eliminate completely any amount by which the normal value ("NV") exceeds the U.S. price of its merchandise subject to the Agreement or to cease exports of its merchandise subject to the Agreement. The Department will determine the NV in accordance with section 773(e) of the Act and U.S. price in accordance with section 772 of the Act.

(2) For sales occurring on or after the effective date of the Agreement through May 31, 1997, each signatory producer/exporter agrees not to sell merchandise subject to the Agreement to unaffiliated purchasers to the United States at prices that are less than the merchandise's normal value as determined by the Department based on the cost information for the period of investigation, April 1, 1995-March 31, 1996, already submitted to the Department.

(3) Starting June 1, 1997 and each semi-annual period thereafter beginning on June 1 and December 1, each signatory producer/exporter agrees not to sell merchandise subject to the Agreement to any unaffiliated purchaser to the United States at prices that are less than the merchandise's NV for that time period or to cease exports of its merchandise subject to this Agreement.

D. Monitoring

Each signatory producer/exporter will supply to the Department all information that the Department deems necessary to ensure that the producer/exporter is in full compliance with the terms of the Agreement.

1. U.S. Sales Reporting

(1) The Department will require each signatory producer/exporter to report on a quarterly basis whether or not it has had sales or shipments to the United States and, if so, to report each sale, shipment and all related adjustments of the merchandise subject to the Agreement, sold either directly or indirectly to unaffiliated purchasers in the United States. Such reports shall be made not later than 30 days following the close of the reporting period using the specified format and method of data compilation and U.S. price calculation as set forth in Appendix A.

(2) The first report of U.S. sales data for sales occurring on or after the effective date of the Agreement through March 31, 1997 shall be submitted to the Department in the prescribed format and using the prescribed method of data compilation, not later than April 30, 1997.

(3) If the Department receives information that a possible violation of the Agreement may have occurred, the Department may request sales data more frequently.

2. Cost Reporting

(1) Each signatory producer/exporter must request NVs for all subject merchandise that will be sold either directly or indirectly to unaffiliated purchasers for the United States. To calculate NV, the Department will require each signatory producer/exporter to report, using the specified format and method of data compilation, cost information for sodium azide for the immediately preceding six month time period. Such report will be due not later than 30 days following the close of the reporting period. For those products for which a signatory producer/exporter is requesting NVs, the Department will require the signatory producer/exporter to report its cost of manufacturing; selling, general and administrative ("SG&A") expenses; and profit data for the immediately preceding six-month period in the prescribed format to enable use of the data to calculate NV as indicated in Appendix B. When reporting costs, the signatory producer/exporter also must report anticipated increases in production costs and may report anticipated decreases in production costs, resulting from factors such as anticipated changes in production yield, changes in production process, changes in production quantities or changes in production facilities.

(2) The first report of cost information on or after implementation of this Agreement shall be submitted to the

Department in the prescribed format and using the prescribed method of data compilation, not later than April 30, 1997. This cost data will cover the period April 1, 1996 through March 31, 1997.

(3) The Department shall use the cost data in accordance with Appendix B to calculate a NV. The NV shall be effective the first day of the month after issuance, but no sooner than 5 days after issuance, and shall remain in effect for the next six-month period.

(4) If the Department receives information that a possible violation of the Agreement may have occurred, the Department may request additional cost data more frequently.

(5) If the Department determines that the NV it determined for a previous period was erroneous because the reported data for that period were inaccurate or incomplete, or for any other reason, the Department may adjust NV in a subsequent period or periods, unless the Department determines that section E of the Agreement applies.

3. Other Provisions

(1) Upon proper application for an APO covering the suspension agreement, the representative(s) of the U.S. industry producing the subject merchandise may obtain business proprietary information submitted to the Department for each reporting period, as well as the results of the Department's analysis under section 773 of the Act.

(2) All submissions to the Department by any signatory to this Agreement shall also be served promptly on the designated representatives of the U.S. industry subject to the terms and conditions of any applicable administrative protective order ("APO"). The Department will provide the representatives of the U.S. industry an opportunity to comment on such submissions.

(3) When the Department identifies, as a result of its own price monitoring or as a result of comments provided by representative(s) of the U.S. industry, that one or more sales to the United States may have been made at prices that are inconsistent with the requirements of this Agreement, the Department will notify the party concerned. The Department will consult with that party for a period of up to 30 days to review the matter. During the consultation period, the Department will notify representative(s) of the U.S. industry and will provide an opportunity for comments by all parties, and the Department will examine any information that it develops or that is submitted.

(4) Each signatory producer/exporter agrees to verification of all sales and costs information, as the Department deems necessary. A signatory producer/exporter who has not undergone verification in the investigation stage of this proceeding shall undergo verification prior to being given a NV under this Agreement.

(5) Signatory producers/exporters agree not to circumvent the Agreement. Upon request of the Department, signatory producers/exporters will submit a written statement to the Department certifying that the sales reported hereunder were not, or are not, part of or related to on-site processing arrangements, discounts, free goods, or financing packages, swaps, other exchanges, or any other arrangements, where such arrangements are designed to circumvent the basis of the Agreement.

Where there is reason to believe that an arrangement circumvents the basis of this Agreement, the Department will request signatory producers/exporters to provide within 14 days all particulars regarding any such arrangement, including, but not limited to, sales information pertaining to covered and noncovered merchandise that is manufactured or sold by signatory producers/exporters. The Department will accept written comments, not to exceed 15 pages, from all parties no later than 7 days after the date of receipt of such producer/exporter information.

If the Department, after reviewing all submissions, determines that such arrangement circumvents the basis of the Agreement, it may, as it deems appropriate, utilize one of two options: (a) the amount of the effective price discount resulting from such arrangement shall be reflected in the NV in accordance with section D.2(5) of this Agreement or (b) the Department shall determine that the Agreement has been violated and take action according to the provisions under section E.

(6) The Department may reject any information submitted after the deadlines set forth in this Agreement or any information which it is unable to verify to its satisfaction. If information is not submitted in a complete and timely fashion or is not fully verifiable, the Department may calculate normal value and/or U.S. price based on facts available, as it determines appropriate, unless the Department determines that section E applies.

E. Violations of the Agreement

If the Department determines that the Agreement is being or has been violated or no longer meets the requirements of section 734 (b) or (d) of the Act, the

Department shall take action it determines appropriate under section 734(i) of the Act and the regulations.

F. Other Provisions

In entering into the Agreement, the signatory producers/exporters do not admit that any sales of the merchandise subject to this Agreement have been made at less-than-fair-value or that the methodology used in the Department's preliminary determination to calculate antidumping margins is appropriate.

G. Termination

(1) Any signatory producer/exporter may withdraw its participation in the Agreement at any time upon notice to the Department, after which the Department may terminate the Agreement. Such withdrawal shall be effective 60 days after such notice is given to the Department. Upon termination, the Department shall follow the procedures outlined in section 734(i)(1) of the Act.

(2) 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 five years from the effective date of the Agreement.

H. Definitions

For purposes of the Agreement, the following definitions apply:

(1) U.S. Price: The amount determined by the Department under section 772 of the Act.

(2) Normal Value: The amount determined by the Department under section 773(e) of the Act.

(3) Producer/Exporter: This term means (1) the foreign manufacturer or producer or (2) the foreign producer or reseller which also exports, as defined in section 771(28) of the Act.

(4) Date of Sale: This term means the date on which the material terms are set. For purposes of this definition, requirements contracts are deemed to establish a fixed quantity. Any change in price or change in terms or conditions that impacts price will be deemed to have established a new date of sale.

(5) Affiliated Purchasers: This term shall be interpreted consistent with section 771(33) of the Act.

(6) The effective date of the Agreement is the date on which it is published in the Federal Register.

For Japanese Producers/Exporters.
Masuda Chemicals Industries Co., Ltd.

Kenneth G. Weigel, Esq.,
Kirkland & Ellis

Date _____
Toyo Kasei Kogyo Co., Ltd.

Name: Matsuhei Kametaka,
Title: Director, General Manager.
Nippon Carbide Industries Company, Inc.
Date _____

Name: N. Kaneke
Title: _____
Dates _____
For U.S. Department of Commerce.

Robert S. LaRussa,
Assistant Secretary for Import
Administration.

Dates _____
Appendix A: Reporting U.S. Sales
I. U.S. Sales Records

A. Each signatory shall report all of
their U.S. shipments of sodium azide

products sold in the United States
during the reporting period by type
including, but not limited to, the
following types: (1) Pharmaceutical
sodium azide, (2) ground airbag sodium
azide, and (3) unground airbag sodium
azide.

B. Below is a model record layout for
reporting U.S. sales. Additional fields
should be added to the model record, as
necessary, to provide complete
information on each shipment. Each
shipment will be reported as a record in
a electronic file. Each record will
contain complete information
identifying the sale and all adjustments
related to the sale.

Field No.	Field Description	Field Name
1.0	Complete Product Code	PRODCODU
2.0	Matching Control Number	CONNUMU
3.0	Type of Transaction	TTYPEU
3.1	Particle Size	PARTICLU
3.2	Silicon Dioxide	SIO2U
4.0	Sale Type	SALEU
5.0	Customer Code	CUSCODU
6.0	Customer Category	CUSCATU
7.0	Date of Sale	SALEDTU
8.0	Shipment Number	INVOICU
10.0	Date of Shipment	SHIPDTU
11.0	Date of Receipt of Payment	PAYDTU
12.0	Quantity of Shipment	QTYU
12.1	Quantity Unit of Measure	QTUMU
13.0	Gross Unit Price	GRSUPRU
14.0	Discounts	EARLPYU
15.0	Rebates	REBATEU
16.0	Inland Freight—Plant from Grinder	DINLFRGU
16.1	Inland Freight—Plant/Warehouse to Port of Exit	DINLFTPU
17.0	Destination	DESTU
18.0	Credit Expense	CREDITU
19.0	Duty Drawback	DTYDRWU
20.0	Packing Cost	PACKU
21.0	Net U.S. Sales Price	NETUPRU

II. Net U.S. Sales Price

A. Net U.S. Sales Price, reported in
field 21.0 above, will be calculated
either as Export Price ("EP"), the price
at which the subject merchandise is sold
to the first unaffiliated buyer when the
sale occurs prior to the importation, or
as constructed export price ("CEP"), the
price at which the sale occurs
subsequent to importation. Net U.S.
Sales Price shall be calculated using the
following values weight averaged by
product ("CONNUMU") as follows:

Gross Unit Price

LESS:

Price adjustments (14.0, 15.0)
Movement Expenses

PLUS:

Duty Drawback

B. A Net Weighted Average U.S. Sales
Price shall be calculated for the
reporting period for each product type

for use in determining compliance with
the Agreement.

Appendix B: Cost Reporting

I. General

The cost information reported to the
Department for purposes of the
Agreement must be:

- Comprehensive in nature, based on
the company's accounting system,
and able to be tied to the company's
audited financial statements;
- Representative of the company's costs
incurred to produce the specific
models subject to this Agreement;
- Calculated on a semi-annual,
weighted-average basis of the plants
or cost centers manufacturing the
product;
- Based on fully-absorbed costs of
production, including any downtime;
- Valued in accordance with generally
accepted accounting principles;

- Reflective of appropriately allocated
common costs so that the costs
necessary for the manufacturing of the
product are not absorbed by other
products; and
- Reflective of the actual cost of
producing the product.

A. Cost of Manufacturing ("COM")

(1) Cost of manufacturing is reported
by major cost categories. Weighted-
average costs are used for a product that
is produced at more than one facility
based on the cost at each facility.

(2) Direct materials—costs of those
materials which are input into the
production process and physically
become part of the final product.

(3) Direct labor—labor costs identified
with a specific product. These costs are
not allocated among products except
when two or more products are
produced at the same cost center. Direct
labor costs should include salary,

bonus, and overtime pay, training expenses, and all fringe benefits.

(4) Factory overhead—overhead costs including indirect materials, indirect labor, depreciation, and other fixed and variable expenses attributable to a production line or factory. Because overhead costs are typically incurred for an entire production line, an appropriate portion of those costs must be allocated to covered products, as well as any other products produced on that line. Acceptable cost allocations can be based on labor hours or machine hours. Overhead costs should also reflect any idle or downtime and be fully absorbed by the products.

(5) Grinding cost is the cost paid for the grinding of the product type which includes transportation to and from the processor.

(6) Grinding loss is the cost incurred as a result of product lost in the grinding process.

B. Cost of Production ("COP")

(1) Cost of production is equal to the sum of materials, labor, and overhead ("COM") plus SG&A expenses in the home market ("HM").

(2) G&A expenses are those expenses incurred for the operation of the corporation as a whole and not directly related to the manufacture of a particular product. They include corporate general and administrative expenses, financing expenses and research and development expenses. G&A expenses should be the ratio of the company's total G&A expenses relative to total cost of sales for the most recently completed fiscal year that corresponds to the reporting period.

(3) Selling expenses are those expenses incurred in selling the specific products in the home market calculated by product type ("CONNUM").

C. Constructed Value ("CV")

(1) Constructed value is equal to the COP plus profit in accordance with section 773 of the Act.

(2) Profit—HM profit shall be calculated based on HM sales of sodium azide, in accordance with 773(e) of the Act.

(3) Cost of Packing—the cost of materials, labor and overhead and all other expenses incidental for preparing the product for shipment to the U.S. in accordance with section 773(e).

II. Reporting Cost of Production Data

A. Each signatory shall report costs for all of the sodium azide products sold in the United States during the reporting period including, but not limited to, the following types: (1) Pharmaceutical sodium azide, (2) ground airbag sodium azide, and (3) unground airbag sodium azide.

B. This information shall be reported for each sodium azide product in an electronic file. Additional fields should be added to the record described below as necessary. Worksheets should be submitted showing the calculation of each of the per unit costs and expenses.

Field No.	Field Description	Field Name
1.0	Matching Control Number	CONNUM
2.0	Production Quantity	PRODQTY
3.0	Direct Materials Cost	DIRMAT
4.0	Direct Labor Cost	DIRLAB
5.0	Variable Overhead Cost	VOH
6.0	Fixed Overhead Cost	FOH
7.0	Grinding Cost	GRINDING
8.0	Grinding Loss	GYL
9.0	Total Cost of Manufacturing	TOTCOM
10.0	General and Administrative Expenses	GNA
11.0	Interest Expense	INTEX
12.0	Indirect Selling Expense	INDSEL
13.0	Profit	PROFIT
14.0	HM Credit Expense	HMCREDIT
15.0	Direct Selling Expenses	DIRSELL

III. NV Based on Constructed Value

(1) For EP NVs, the CV will be adjusted for packing costs and differences in direct selling expenses such as commissions, credit, warranties, technical services, advertising, and sales promotion, in accordance with sections 772 and 773 of the Act.

(2) For CEP NVs, the NV will be calculated in accordance with the relevant statutory and regulatory provisions, including sections 772 and 773 of the Act.

(3) Direct selling expenses in either the U.S. or the home market are expenses that are incurred as a direct result of a sale.

(4) Credit expenses are expenses incurred for the extension of credit to the HM and U.S. customers.

IV. Calculation of NV Based on Constructed Value

Normal value for EP transactions will be calculated for pharmaceutical sodium azide, unground airbag sodium azide and ground airbag sodium azide as follows:

Direct Materials

+Direct Labor Cost
 +Overhead Cost
 +Grinding Cost (if relevant)
 +Grinding Loss (if relevant)
 =Cost of Manufacture
 +General & Administrative Expenses (including financing)
 +Home Market Indirect Selling Expense
 +Home Market Direct Selling Expense
 =Cost of Production
 +Home Market Profit
 +U.S. Packing
 =Constructed Value

-Home Market Direct Selling Expense
 -Home Market Credit Expense
 +U.S. Direct Selling Expense
 +U.S. Credit Expense
 =Normal Value

[FR Doc. 97-297 Filed 1-6-97; 8:45 am]

BILLING CODE 3510-DS-P

Centers for Disease Control and Prevention; Notice of Decision on Application for Duty-Free Entry of Scientific Instrument

This decision is made pursuant to Section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Pub. L. 89-651, 80 Stat. 897; 15 CFR part 301). Related records can be viewed between 8:30 a.m. and 5:00 p.m. in Room 4211, U.S. Department of Commerce, 14th and