

a ministerial error. We are amending our continuation notices to correct the ministerial error.

**EFFECTIVE DATE:** June 16, 2000.

**FOR FURTHER INFORMATION CONTACT:** Eun W. Cho or James Maeder, Office of Policy for Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Ave., NW, Washington, DC 20230; telephone: (202) 482-1698 or (202) 482-3330, respectively.

**SUPPLEMENTARY INFORMATION:**

**Background**

On June 8, 2000, the Department of Commerce ("the Department") published the continuation notices of antidumping duty orders on sulfanilic acid from the PRC and India, and the countervailing duty order on sulfanilic acid from India (65 FR 36404). Subsequent to the publication of the final results, we detected ministerial errors.

**Clerical Error**

The case number in reference to the antidumping order for sulfanilic acid from India should have been A-533-806 rather than A-533-807, as published. Similarly, the case number in reference to the countervailing duty order for sulfanilic acid from India should have been A-533-807 rather than A-533-806, as published. We inadvertently listed wrong case numbers in our notices of continuation. Therefore, we are amending the aforementioned notices of continuation to correct the ministerial error.

This amendment is issued and published in accordance with sections 751(h) and 777(i) of the Act.

Dated: June 12, 2000.

**Troy H. Cribb,**

*Acting Assistant Secretary for Import Administration.*

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**DEPARTMENT OF COMMERCE**

**International Trade Administration**

[A-821-811]

**Suspension of Antidumping Duty Investigation: Solid Fertilizer Grade Ammonium Nitrate 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 solid fertilizer grade ammonium nitrate ("ammonium nitrate") from the Russian Federation ("Russia"). The basis for this action is an agreement between the Department and the Ministry of Trade of the Russian Federation ("MOT") accounting for substantially all imports of ammonium nitrate from Russia, wherein the MOT has agreed to restrict exports of ammonium nitrate from all Russian producers/exporters to the United States and to ensure that such exports are sold at or above the agreed reference price.

**EFFECTIVE DATE:** May 19, 2000.

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

**SUPPLEMENTARY INFORMATION:**

**Background**

On August 12, 1999, the Department initiated an antidumping duty investigation under section 732 of the Tariff Act of 1930 ("the Act"), as amended, to determine whether imports of ammonium nitrate from Russia are being, or are likely to be, sold in the United States at less than fair value. On September 3, 1999, the United States International Trade Commission ("ITC") preliminarily determined that "there is a reasonable indication that an industry in the United States is materially injured by reason of imports from Russia of solid fertilizer grade ammonium nitrate" (64 FR 50103, September 15, 1999). On January 7, 2000, the Department published its preliminary determination that ammonium nitrate is being, or is likely to be, sold in the United States at less than fair value ("LTFV"), as provided in section 733 of the Act (65 FR 1139).

The Department and MOT initiated a proposed agreement suspending this investigation on April 20, 2000, at which time we invited interested parties to provide written comments on the agreement. We received comments from petitioner (the Committee for Fair Ammonium Nitrate Trade) and the Committee for a Competitive AN Market on May 10, 2000. We have taken these comments into account in the final version of the suspension agreement.

The Department and MOT signed the final suspension agreement on May 19, 2000. Accordingly the Department has suspended the investigation pursuant to section 734(f) of the Act. Pursuant to

section 734(g) of the Act, parties have 20 days from the date of publication of this notice to request a continuation of the investigation.

**Scope of Investigation**

For a complete description of the scope of the investigation, *see Agreement Suspending the Antidumping Investigation on Solid Fertilizer Grade Ammonium Nitrate from the Russian Federation*, Appendix III, signed May 19, 2000, attached hereto.

**Suspension of Investigation**

The Department consulted with the parties to the proceeding and has considered the comments submitted with respect to the proposed suspension agreement. Based on our review of these comments, we made no changes to the agreement. In accordance with section 734(l) of the Act, we have determined that the agreement will prevent the suppression or undercutting of price levels of domestic products by imports of the merchandise under investigation (*see Memorandum to Troy H. Cribb from Joseph A. Spetrini, RE: The Prevention of Price Suppression or Undercutting of Price Levels in the Suspension Agreement On Solid Fertilizer Grade Ammonium Nitrate from the Russian Federation*). Moreover, in accordance with section 734(d) of the Act, we have determined that the agreement is in the public interest, and that the agreement can be monitored effectively (*see Memorandum to Troy H. Cribb from Jeffrey May, Re: Public Interest Assessment of the Agreement Suspending the Antidumping Duty Investigation of Solid Fertilizer Grade Ammonium Nitrate from the Russian Federation*). We find, therefore, that the criteria for suspension of an investigation pursuant to sections 734(d) and (l) of the Act have been met. The terms and conditions of this agreement, signed May 19, 2000, are set forth in Appendix I to this notice.

Pursuant to section 734(f)(2)(A) of the Act, the suspension of liquidation of all entries of ammonium nitrate from Russia entered, or withdrawn from warehouse, for consumption, as directed in our notice of *Preliminary Determination of Sales at Less than Fair Value: Solid Fertilizer Grade Ammonium Nitrate from the Russian Federation* (65 FR 1139 (January 7, 2000)), is hereby terminated.

Any cash deposits on entries of ammonium nitrate from Russia pursuant to that suspension of liquidation shall be refunded and any bonds shall be released.

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

Dated: June 5, 2000.

**Troy H. Cribb,**

*Acting Assistant Secretary for Import Administration.*

### **Appendix 1.—Agreement Suspending the Antidumping Investigation on Solid Fertilizer Grade Ammonium Nitrate From the Russian Federation**

For the purpose of encouraging free and fair trade in Solid Fertilizer Grade Ammonium Nitrate ("Ammonium Nitrate") from the Russian Federation ("Russia"), establishing more normal market relations, and preventing the suppression or undercutting of price levels of the like product in the United States, the United States Department of Commerce ("DOC") and the Ministry of Trade of the Russian Federation ("MOT") enter into this suspension agreement ("the Agreement").

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

Accordingly, DOC and MOT agree as follows:

#### *I. Definitions*

For purposes of this Agreement, the following definitions apply:

A. "Date of License" shall be the date on which MOT issued the Export License.

B. "Date of Contract" means the date on which price and quantity become firm, e.g., the date the contract is signed or the specification date if the price and quantity become firm on that date.

C. "Effective Date" of this Agreement means May 19, 2000.

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

E. "Ammonium Nitrate" means the solid fertilizer grade ammonium nitrate from Russia described in Appendix III.

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

G. "Party to the Proceeding" means any producer, exporter, or importer of Ammonium Nitrate, union of workers engaged in the production of Ammonium Nitrate, association of such parties, or the government of any country from which such merchandise is exported, that actively participated in the antidumping

investigation, through written submission of factual information or written argument, as described in more detail in Appendix II.

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

Initial Export Limit Period—The Initial Export Limit Period shall begin on the Effective Date of the Agreement, and end on December 31, 2000

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

I. "Reference Price" means the minimum F.O.B. Russian port of export price calculated weekly by DOC for sales of Ammonium Nitrate for export to the United States, as described in Article III.

J. "Floor Price" means the fixed price, as designated in Article III, below which the Reference Price may not fall.

K. "Current Market Price" means the U.S. domestic price calculated weekly by DOC as described in Article III.

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

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

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

#### *II. Export Limits*

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

1. The export limit for the Initial Export Limit Period (from the Effective Date of the Agreement to December 31, 2000) shall be 49,962 metric tons of Ammonium Nitrate, for the portion of the year 2000 remaining after the Effective Date of the Agreement.

2. The export limit for each subsequent Export Limit Period shall be as follows:

January 1, 2001, to December 31, 2001—  
100,000 MT

January 1, 2002, to December 31, 2002—  
110,000 MT

January 1, 2003, to December 31, 2003—  
130,000 MT

January 1, 2004, to December 31, 2004 and any subsequent Export Limit Periods—  
150,000 MT

B. When Ammonium Nitrate is imported into the United States and is subsequently re-exported, or re-packaged and re-exported, or blended and re-exported, the amount re-exported shall be deducted from the amounts

of exports that have been counted against the export limit for the Export Limit Period in which the re-export takes place. The deduction will be applied only after DOC has received, and has had the opportunity to verify, evidence demonstrating the original importation, any repackaging or blending, and subsequent exportation.

C. Notwithstanding any other provision of this Agreement, except Articles II.D. (regarding combined export limit and carried over allowance) and IV.B. (pertaining to volumes licensed but not shipped), up to 15 percent of the export limit for any Export Limit Period may be carried over to the Subsequent Export Limit Period and up to 15 percent of the export limit for any Export Limit Period may be carried back to the last 60 days of the previous Export Limit Period. Any carried over or carried back allowance shall be counted against the export limit for the previous or subsequent Export Limit Period, respectively.

D. Beginning with the first Subsequent Export Limit Period (January 1, 2001, to December 31, 2001), MOT will not issue Export Licenses authorizing the exportation to the United States of Ammonium Nitrate covered by this Agreement in either the first half (January through June) or the second half (July through December) of any Export Limit Period that exceeds 60 percent of the combined export limit volume for that Export Limit Period and the carried over volume from the previous Export Limit Period, as described in Article II.C.

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

### III. Reference Price

A. The Reference Price will be based on a Current Market Price, adjusted to reflect a F.O.B. Russian port of export price. In addition, there will be a Floor Price below which the Reference Price shall not fall. The Reference Price will be determined on a weekly basis. MOT will ensure that Ammonium Nitrate covered by this Agreement will not be sold at a price below the Reference Price in effect on the Date of Contract.

B. DOC will issue the first weekly Reference Price under this Agreement on the first Monday after signature of this Agreement, utilizing the calculation methodology in Article III.C below. This first Reference Price will be applicable to the week after which the Agreement is signed.

C. On the first business day of each subsequent week, DOC will calculate the Reference Price which will be effective beginning on the next business day and remain in effect until the next Reference Price becomes effective. The Reference Price shall be the higher of: the Current Market Price set forth in section C.1 less the costs detailed in section C.2, and the Floor Price set forth in section C.3.

1. The Current Market Price will be determined as follows:

a. DOC will calculate an average of the weekly Fertilizer Markets' Midwest FOB price range and Green Markets' Mid Cornbelt FOB price range.

b. DOC will calculate a simple average of the four most recent weekly averages derived in subsection 1.a, above. This four week average (converted from a short ton basis to a metric ton basis) will be the Current Market Price.

c. After consultations between DOC and MOT, should they agree that the currently used sources for the valuation of the Current Market Price for Ammonium Nitrate are no longer appropriate, they may agree to select an alternative source. DOC will give parties at least 30 days notice before choosing another source(s) for the purposes of Current Market Price valuation.

2. To express the Current Market Price on an F.O.B. Russian port of export basis, an amount for costs associated with delivering the merchandise from Russia to the United States shall be deducted from the Current Market Price calculated in section C.1. This amount will be \$55 per metric ton. Except when section C.3 applies, the result of this calculation shall be the Reference Price. After consultations between DOC and MOT, should they agree that the amount for costs associated with delivering the merchandise from Russia to the United States are no longer appropriate, they may revise this amount. DOC will give parties at least 30 days notice prior to any change becoming effective.

3. The Floor Price is the price below which Ammonium Nitrate subject to this Agreement may not be sold. The Floor Price will be \$85 F.O.B. Russian Port. The Reference Price shall not be less than the Floor Price.

D. Reference Prices are F.O.B. Russian port of export. If the sale for export is on terms other than F.O.B. Russian port of export, MOT shall ensure that the F.O.B. Russian

port of export price is not lower than the Reference Price by adjusting the relevant costs to ensure compliance with the Reference Price requirements.

### IV. Implementation

A. The United States shall require presentation of an original stamped Export License as a condition for entry into the United States of Ammonium Nitrate covered by this Agreement, except where there are multiple shipments under a single license. For multiple shipments at multiple ports or multiple entries at one port, the original license shall be presented with the first entry and the volume entered at that time will be noted on the original license. Customs will provide the importer with a certified copy for presentation to Customs with the importer's next entry under that license. Subsequent entries can be made from copies of the original which reflect all of the deductions made from the original license.

B. Export Licenses must contain the quantity in metric tons, specifications (form (prilled, granular, or other solid form)), coatings, additives, density, contract (or sales order) date and contract (or sales order) number; unit price, and F.O.B. Russian port of export sales value. If necessary, additional information may be included on the Export License or, if necessary, a separate page attached to the Export License. DOC will deduct the quantity listed on each Export License from the export limit for the Export Limit Period in which the Date of License falls. However, if the bills of lading for all of the shipments under an Export License establish that the actual imports into the United States under that license were less than the total volume listed on the license, DOC will reflect the actual amount as having been deducted from the volume listed on the export license, but, notwithstanding the carry-over and carry-back limitations in Article II.C, will authorize MOT to issue a new Export License in the same or Subsequent Export Licensing Period authorizing additional exports equal in volume to the amount by which the volume on the Export License exceeded the actual shipment volume. Exports under such additional licenses will be counted against the Export Limit for the Export Limit Period containing the Date of License of the original shipment. Prior to issuing additional licenses for the amounts below the actual shipment volumes, MOT shall notify DOC of the Export License(s) numbers, the Date of License, and the volumes recorded of the original shipments, and provide DOC with no less than 30 days to confirm the additional licensed volume. The United States will prohibit the entry of any Ammonium Nitrate from Russia not accompanied by an original stamped Export License, except as provided in Article IV.A.<sup>1</sup>

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

1. Ensure that no Ammonium Nitrate subject to this Agreement is exported from

Russia for entry into the United States during any Export Limit Period that exceeds the export limit for that Export Limit Period or that is priced below the Reference Price in effect on the Date of Contract.

2. Establish an export limit licensing and enforcement program for all direct and indirect exports of Ammonium Nitrate to the United States no later than August 1, 2000.

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

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

5. Issue Export Licenses sequentially, endorsed against the export limit for the relevant Export Limit Period, and reference any notice of export limit allocation results for the relevant Export Limit Period. Export Licenses shall be issued no later than 25 days after the Date of Contract. Export Licenses shall remain valid for entry into the United States for 35 days after the date of issuance (Date of License). DOC and MOT may agree to an extension of the validity of the Export License in extraordinary circumstances.

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

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

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

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

10. 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

<sup>1</sup> The validity of an Export License will not be affected by a subsequent change of an HTS number.

full with the requirements established by MOT pursuant to this Agreement.

#### V. Anticircumvention

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

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

a. Exporting to the United States Ammonium Nitrate subject to this Agreement that is not accompanied by an Export License issued pursuant to this Agreement.

b. Transshipping Ammonium Nitrate that is subject to this Agreement to the United States through third countries unaccompanied by an Export License.

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

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

ii. Flag swaps—involve the exchange of indicia of national origin of Ammonium Nitrate, without any exchange of ownership.

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

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

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

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

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

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

5. If MOT determines that a Russian entity has participated in the circumvention of this Agreement, MOT shall count against the export limit for the Export Limit Period in which the circumvention took place an amount of Ammonium Nitrate equivalent to the amount involved in such circumvention and shall immediately notify DOC of the amount deducted. If sufficient tonnage is not available in the current Export Limit Period, then the remaining amount shall be deducted from the subsequent Export Limit Period or Periods.

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

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

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

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

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

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

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

5. Sequence and timing of the arrangements; and

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

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

#### VI. Monitoring and Notifications

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

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

2. MOT shall collect and provide to DOC information on exports to the United States in the format in Appendix I to this Agreement, and on the aggregate quantity and value of exports of Ammonium Nitrate to all other countries. This information will be subject to verification. This information will be based on semi-annual periods (January 1 through June 30 and July 1 through December 31) and will be provided no later than 90 days following the end of each half-year period, beginning on September 30, 2000.

3. If DOC has reason to suspect non-compliance with the Agreement, and after consultations with MOT, and subject to the provisions of Article VII.A, MOT shall also collect and provide to DOC, within 45 days of the request, transaction-specific data for sales of Ammonium Nitrate within the Russian home market or to any third country

or countries, in the format provided in Appendix I.

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

5. MOT will inform DOC of any violations of any provisions of this Agreement that come to its attention and of the measures taken with respect thereto.

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

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

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

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

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

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

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

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

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

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

#### *VII. Disclosure and Comment*

A. DOC shall make available to representatives of each Party to the

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

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

C. At the end of each Export Limit Period, each Party to the Proceeding may request a hearing on issues raised during the preceding Export Limit Period. If such a hearing is requested, it will be conducted in accordance with U.S. laws and regulations.

#### *VIII. Consultations*

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

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

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

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

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

#### *IX. Violations*

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

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

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

#### *X. Duration*

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

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

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

#### *XI. Other Provisions*

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

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

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

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

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

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

MOT: Department for State Regulation of External Economic Activities, Ministry of Trade of the Russian Federation, 18/1 Ovchinnikovskaya naberezhnaya, Moscow, 113324, Russia.

Signed on this 19th day of May, 2000.

For DOC

Robert S. LaRussa, Acting Under Secretary for International Trade

For MOT

Yuri V. Akhremenko, Trade Representative of the Russian Federation to the United States, Minister-Counselor Commercial

#### **Appendix I**

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

MOT will collect and maintain data on exports to the United States on a continuous

basis. Sales data for the home market, and data for exports to countries other than the United States, will be reported upon request.

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

#### A. Exports to the United States

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

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

#### B. Exports Other Than to the United States

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

1. Export License/Temporary Document: Indicate the number(s) relating to each sale and/or entry, if any.
2. Quantity: Indicate in original units of measure sold and/or entered in metric tons.

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

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

7. Importer of Record: Name and address.

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

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

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

#### C. Home Market Sales

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

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

#### Appendix II

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

(1) SPECIAL RULE FOR NON-MARKET ECONOMY COUNTRIES.

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

(A)—such agreement satisfies the requirements of subsection (d), and

(B)—will prevent the suppression or undercutting of price levels of domestic products by imports of the merchandise under investigation.

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

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

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

(A) a foreign manufacturer, producer, or exporter, or the United States importer, of

subject merchandise under this title or a trade or business association a majority of the members of which are producers, exporters, or importers of such merchandise,

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

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

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

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

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

\* \* \* \* \*

#### Appendix III

For purposes of this Agreement, Ammonium Nitrate is defined as the following:

Solid, fertilizer grade ammonium nitrate products, whether prilled, granular or in other solid form, with or without additives or coating, and with a bulk density equal to or greater than 53 pounds per cubic foot. Specifically excluded from this scope is solid ammonium nitrate with a bulk density less than 53 pounds per cubic foot (commonly referred to as industrial or explosive grade ammonium nitrate).

The merchandise subject to this investigation is classified in the Harmonized Tariff Schedule of the United States (“HTSUS”) at subheading 3102.30.00.00. Although the HTSUS subheadings are provided for convenience and Customs purposes, the written description of the merchandise under investigation is dispositive.

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#### DEPARTMENT OF COMMERCE

##### National Ocean Service

[I.D. 061200LE]

#### Submission for OMB Review; Comment Request

The Department of Commerce has submitted to the Office of Management and Budget (OMB) for clearance the following proposal for collection of information under the provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35).

Agency: National Oceanic and Atmospheric Administration (NOAA).

Title: Tortugas Access Permits.

Form Number(s): None.

OMB Approval Number: None.