

containing the public version of those comments.

Any interested party may request a hearing within 30 days of publication of this notice. See 19 CFR 351.310(c). Interested parties who wish to request a hearing or to participate if one is requested, must submit a written request to the Assistant Secretary for Import Administration within 30 days of publication of this notice. Requests should contain: (1) The party's name, address, and telephone number; (2) the number of participants; and (3) a list of issues to be discussed. See 19 CFR 351.310(c). Issues raised in the hearing will be limited to those raised in the briefs.

Unless the deadline is extended pursuant to section 751(a)(2)(B)(iv) of the Tariff Act, the Department will issue the final results of this new shipper review, including the results of our analysis of the issues raised by the parties in their comments, within 90 days of publication of these preliminary results.

#### Assessment Rates

Upon issuing the final results of the review, the Department shall determine, and CBP shall assess, antidumping duties on all appropriate entries. The Department intends to issue assessment instructions to CBP 15 days after the date of publication of the final results of review. Pursuant to 19 CFR 351.212(b)(1), we will calculate importer-specific *ad valorem* duty assessment rates based on the ratio of the total amount of the dumping margins calculated for the examined sales to the total entered value of those same sales. We will instruct CBP to assess antidumping duties on all appropriate entries covered by this review if any importer-specific assessment rate calculated in the final results of this review is above *de minimis*. However, the final results of this review shall be the basis for the assessment of antidumping duties on entries of merchandise covered by the final results of these reviews and for future deposits of estimated duties, where applicable.

#### Cash Deposit Requirements

The following cash deposit requirements, when imposed, will be effective upon publication of the final results of this new shipper review for all shipments of subject merchandise exported by Golden Banyan entered, or withdrawn from warehouse, for consumption on or after the publication date, as provided by section 751(a)(2)(C) of the Tariff Act: (1) For subject merchandise manufactured and

exported by Golden Banyan, the cash-deposit rate will be that established in the final results of this review; (2) for subject merchandise exported by Golden Banyan but not manufactured by Golden Banyan, the cash deposit rate will continue to be the PRC-wide rate (*i.e.*, 198.63 percent); and (3) for subject merchandise manufactured by Golden Banyan but exported by any other party, the cash deposit rate will be the rate applicable to the exporter. If the cash deposit rate calculated for Golden Banyan in the final results is zero or *de minimis*, a zero cash deposit will be required for entries of subject merchandise both produced and exported by Golden Banyan. These cash deposit requirements, when imposed, shall remain in effect until further notice.

#### Notification to Importers

This notice serves as a preliminary reminder to importers of their responsibility under 19 CFR 351.402(f)(2) 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 new shipper review and notice are in accordance with sections 751(a)(2)(B) and 777(i) of the Tariff Act and 19 CFR 351.214(h)(i).

Dated: September 29, 2008.

**David Spooner,**

*Assistant Secretary for Import Administration.*

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**BILLING CODE 3510-DS-P**

## DEPARTMENT OF COMMERCE

### International Trade Administration

[A-823-808]

#### Suspension of Antidumping Investigation: Certain Cut-to-Length Carbon Steel Plate From Ukraine

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

**ACTION:** Notice of revised suspension agreement on certain cut-to-length carbon steel plate from Ukraine.

**EFFECTIVE DATE:** November 1, 2008.

**SUMMARY:** The Department of Commerce ("the Department") has revised the agreement suspending the antidumping

duty investigation involving certain cut-to-length carbon steel plate ("CTL plate") from Ukraine. The basis for this action is an agreement between the Department and Ukrainian CTL plate producers accounting for substantially all imports of CTL plate from Ukraine, wherein each signatory producer/exporter individually agrees to make any necessary price revisions to eliminate completely any amount by which the normal value (NV) of this merchandise exceeds the U.S. price of its merchandise subject to the Agreement.

#### FOR FURTHER INFORMATION CONTACT:

Judith Wey Rudman or Jay Carreiro at (202) 482-0192 or (202) 482-3674, respectively; Office of Policy, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street & Constitution Avenue, NW., Washington, DC 20230.

#### SUPPLEMENTARY INFORMATION:

##### Background

On October 24, 1997, the Department entered into an agreement with the Government of Ukraine which suspended the antidumping duty investigation on certain cut-to-length carbon steel plate (CTL plate) from Ukraine. See *Suspension of Antidumping Duty Investigation: Certain Cut-to-Length Carbon Steel Plate from Ukraine*, 62 FR 61766 (November 19, 1997). In accordance with section 734(g) of the Tariff Act of 1930 (the Act), on November 19, 1997, the Department also published its final determination of sales at less than fair value in this case. See *Notice of Final Determination of Sales at Less Than Fair Value: Certain Cut-to-Length Carbon Steel Plate From Ukraine*, 62 FR 61754 (November 19, 1997).

On February 17, 2006, based on the evidence of economic reforms to that date, the Department revoked Ukraine's status as a non-market economy country under section 771(18)(B) of the Act, effective on February 1, 2006. Based on a request by certain Ukrainian producers of CTL plate, we are converting the current non-market economy suspension agreement to a market economy agreement. On August 5, 2008, representatives of OJSC Alchevsk Iron & Steel Works, Azovstal Iron & Steel Works, and Ilyich Iron & Steel Works (collectively the "Ukrainian CTL plate producers") initialed a proposed, revised suspension agreement. We invited interested parties to comment on the proposed agreement. We received no comments.

On September 29, 2008, the revised Suspension Agreement was signed by

representatives of the Ukrainian CTL plate producers and the Department. The effective date of the agreement is November 1, 2008.

### Scope of the Agreement

For a complete description of the scope of the agreement, *See Agreement Suspending the Antidumping Investigation on Certain Cut-to-Length Carbon Steel Plate from Ukraine*, Appendix A, attached hereto.

### Suspension of Investigation

The Department consulted with the parties to the proceeding and, in accordance with section 734(b) of the Act, we have determined that the agreement will eliminate completely sales at less than fair value of imported subject merchandise. Moreover, in accordance with section 734(d) of the Act, we find that the agreement is in the public interest, and that the agreement can be monitored effectively. *See Public Interest and Effective Monitoring Assessment Memorandum*, dated September 29, 2008. We find, therefore, that the criteria for suspension of an investigation pursuant to sections 734(b) and (d) of the Act have been met. The terms and conditions of this agreement, signed September 29, 2008, are set forth in Appendix I to this notice.

### Administrative Protective Order Access

The Administrative Protective Orders (APOs) the Department granted in the original investigation segment of this proceeding remain in place. While the investigation is suspended, parties subject to those APOs may retain, but may not use, information received under those APOs. All parties wishing access to business proprietary information submitted during the administration of the 2008 Suspension Agreement must submit new APO applications, using the Department's current application, Form ITA-367(2.08). An APO for the administration of the 2008 Suspension Agreement will be placed on the record within five days of the date of publication of this notice in the **Federal Register**.

Business proprietary information released under APO in the 1997 *Suspension of Antidumping Duty Investigation: Certain Cut-to-Length Carbon Steel Plate from Ukraine* must be destroyed in accordance with item 19(d) of the Department's application for APO, Form ITA-367 (3.89).

We are publishing this notice in accordance with section 734(f)(1)(A) of the Act and 19 CFR 351.208(g)(2).

Dated: September 29, 2008.

**David M. Spooner,**

*Assistant Secretary for Import Administration.*

### APPENDIX I

#### Agreement Suspending the Antidumping Investigation of Certain Cut-to-Length Carbon Steel Plate From Ukraine (A-823-808)

Pursuant to section 734(b) of the Tariff Act of 1930, as amended (19 U.S.C. § 1673c(b)) (the "Act"), and 19 CFR 351.208 (the "Regulations"), the U.S. Department of Commerce (the "Department") and the signatory producers/exporters of certain cut-to-length carbon steel plate from Ukraine (the "Signatories") enter into this suspension agreement (the "Agreement"). As of the effective date, this Agreement supersedes the suspension agreement entered into by the Department and the Government of Ukraine on October 24, 1997. By agreement of the Parties, the October 24, 1997 suspension agreement shall cease to have force or effect as of the effective date of this Agreement.<sup>1</sup> On the basis of this Agreement, the Department shall continue to suspend its antidumping investigation, which it completed on October 24, 1997 (62 FR 61754, November 19, 1997), with respect to certain cut-to-length carbon steel plate from Ukraine, subject to the terms and provisions set forth below.

#### (A) Product Coverage

For purposes of this Agreement, the products covered are certain cut-to-length carbon steel plate, as described in Appendix A.

#### (B) U.S. Import Coverage

The signatory producers/exporters collectively are the producers and exporters in Ukraine that, during the most recently completed calendar year, 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 anytime during the period of the Agreement require additional producers/exporters in Ukraine to sign the Agreement in order to ensure that not less than substantially all imports into the United States are covered by the Agreement.

In reviewing the operation of the Agreement for the purpose of determining whether this 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, whether or not the reseller is an original equipment manufacturer, and the reseller's export price ("EP").

<sup>1</sup> However, the export licenses issued prior to the effective date of this agreement will be valid until their expiration date (*i.e.* 60 days after issuance) pursuant to the terms of the October 24, 1997 suspension agreement.

#### (C) Basis of the Agreement

On and after the effective date of the Agreement, each signatory producer/exporter individually agrees to make any necessary price revisions to eliminate completely any amount by which the normal value ("NV") of this merchandise exceeds the U.S. price of its merchandise subject to the Agreement. For this purpose, 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.

(1) For the period from the effective date of this Agreement through the release of the first NVs, each signatory producer/exporter agrees not to sell its merchandise subject to this Agreement in the United States.

(2) For all sales occurring on and after the date of issuance of the first NVs, each signatory producer/exporter agrees not to sell its merchandise subject to this Agreement to any unaffiliated purchaser in the United States at prices that are less than the NV of the merchandise, as determined by the Department. These NVs shall apply to sales occurring during the semi-annual period (*i.e.*, January through June and July through December), beginning on the first day of the month following the date the Department provides the NVs, except that for the period from the effective date of this Agreement through December 31, 2008, the NVs are applicable on the effective date of this Agreement or upon issuance of the final NVs, whichever comes later.

(3) Normally, preliminary NVs for the January through June semi-annual period will be provided to the parties on November 20 and the final NVs will be provided to the parties on December 20. Normally, the preliminary NVs for the July through December semi-annual period will be provided to the parties on May 20 and the final NVs will be provided to the parties on June 20.<sup>2</sup>

#### (D) Monitoring

Each signatory producer/exporter will supply to the Department all information that the Department decides is necessary to ensure that the producer/exporter is in full compliance with the terms of the Agreement. As explained below, the Department will provide each signatory producer/exporter a detailed request for information and prescribe a required format and method of

<sup>2</sup> The issuance of the NV may be delayed in order to resolve issues raised in comments from interested parties or by the Department and for the purpose of allowing sufficient time for signatories to respond to the Department's request for sales and cost data. In accordance with section 773(f) of the Act, the Department will examine prices and costs within Ukraine and, for any sales period, may disregard particular prices or costs when the prices are not in the ordinary course of trade, the costs are not in accordance with the generally accepted accounting principles, the costs do not reasonably reflect the costs associated with the production and sale of the merchandise, or in other situations provided for in the Act or the Department's regulations. Examples of possible areas in which adjustments may be necessary include, but are not limited to, costs related to energy, depreciation, transactions among affiliates, barbers, as well as items that are not recognized by the home country's generally accepted accounting principles.

data compilation, not later than the beginning of each reporting period.

#### (1) Sales Information

The Department will require each producer/exporter to report, in electronic form in the prescribed format and using the prescribed method of data compilation, each sale of the merchandise subject to the Agreement, either directly or indirectly to unaffiliated purchasers in the United States, including each adjustment applicable to each sale, as specified by the Department.

Each signatory producer/exporter requesting NVs as of the effective date of the Agreement through December 31, 2008 will have submitted sales data, covering the period from July 1, 2007 to December 31, 2007, prior to the effective date of this Agreement. Each signatory producer/exporter requesting NVs to be effective from January 1, 2009 to June 30, 2009 will have submitted sales data, covering the period from January 1, 2008 to June 30, 2008, prior to the effective date of this Agreement. After the effective date of this Agreement, the first report of sales data shall be submitted to the Department, in electronic form (e.g., on diskette, zip disk, or CD ROM) in the prescribed format and using the prescribed method of data compilation, not later than January 31, 2009, and shall contain the specified sales information covering the period July 1, 2008 to December 31, 2008. Subsequent reports of sales data shall be submitted to the Department not later than July 31 and January 31 of each year, and each report shall contain the specified sales information for the semiannual period ending one month prior to the due date, except that if the Department receives information that a possible violation of the Agreement may have occurred, the Department may request sales data on a more frequent basis.

#### (2) Cost Information

Producers/exporters must request NVs for all subject merchandise that will be sold in the United States. For those products for which the producer/exporter is requesting NVs, the Department will require each producer/exporter to report: its actual cost of manufacturing; selling, general and administrative ("SG&A") expenses; and profit data on a semiannual basis, in the prescribed format and using the prescribed method of data compilation. As indicated in Appendix B, profit will be reported by the producers/exporters on a semiannual basis. Each such producer/exporter also must report anticipated increases in production costs in the semiannual period in which the information is submitted resulting from factors such as anticipated changes in production yield, changes in production processes, changes in production quantities or changes in production facilities.

Each signatory producer/exporter requesting NVs as of the effective date of the Agreement through December 31, 2008 will have submitted cost data, covering the period from July 1, 2007 to December 31, 2007, prior to the effective date of this Agreement. Each signatory producer/exporter requesting NVs for the period January 1, 2009 to June 30, 2009 will have submitted cost data, covering

the period from January 1, 2008 to June 30, 2008, prior to the effective date of this Agreement. After the effective date of this Agreement, the first report of cost data shall be submitted to the Department not later than February 14, 2009, and shall contain the specified cost data covering the period July 1, 2008 to December 31, 2008. Each subsequent report shall be submitted to the Department not later than August 14 and February 14 of each year, and each report shall contain the specified information for the semiannual period ending 45 days prior to the due date.

#### (3) Special Adjustment of Normal Value

If the Department determines that the NV it calculated for a previous semiannual period was erroneous because the reported costs for that period were inaccurate or incomplete, or for any other reason, the Department may adjust the NV in a subsequent period or periods, unless the Department determines that Section F of the Agreement applies.

#### (4) Verification

Each producer/exporter agrees to permit full verification of all cost and sales information semiannually, or more frequently, as the Department deems necessary.

#### (5) Bundling or Other Arrangements

Producers/exporters agree not to circumvent the Agreement. In accordance with the dates set forth in section D(1) of this Agreement, producers/exporters will submit a written statement to the Department certifying that the sales reported herein were not, or are not part of or related to, any bundling arrangement, on-site processing arrangement, discounts/free goods/financing package, swap or other exchange where such arrangement is designed to circumvent the basis of the Agreement.

Where there is reason to believe that such an arrangement does circumvent the basis of the Agreement, the Department will request producers/exporters to provide within 15 days all particulars regarding any such arrangement, including, but not limited to, sales information pertaining to covered and non-covered merchandise that is manufactured or sold by producers/exporters. The Department will accept written comments, not to exceed 30 pages, from all parties no later than 15 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 most appropriate, utilize one of two options: (1) The amount of the effective price discount resulting from such arrangement shall be reflected in the NV in accordance with section D(3) of this Agreement, or (2) the Department shall determine that the Agreement has been violated and take action according to the provisions under section F of this Agreement.

#### (6) Rejection of Submissions

The Department may reject any information submitted after the deadlines set forth in this section or any information that

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 NV, and/or U.S. price based on facts otherwise available, as it determines appropriate, unless the Department determines that section F of this Agreement applies.

#### (E) Disclosure and Comment

(1) The Department may make available to representatives of each interested party to the proceeding, under appropriately drawn administrative protective orders, business proprietary information submitted to the Department during the reporting period as well as the results of its analysis under section 777 of the Act.

(2) For the sales period beginning on January 1, 2009, the Department will disclose to each producer/exporter the preliminary results and methodology of the Department's calculations of its NVs not later than November 20, 2008. At that time, the Department may also make available such information to the interested parties to the proceeding in accordance with this section.

(3) Normally, not later than May 20 and November 20 of each ensuing sales period, the Department will disclose to each producer/exporter the preliminary results and methodology of the Department's calculations of its NVs. At that time, the Department may also make available such information to the interested parties to the proceeding, in accordance with this section.

(4) Not later than 7 days after the date of disclosure under section E(2) and E(3) of this Agreement, the parties to the proceeding may submit written comments to the Department, not to exceed 15 pages. Parties may submit rebuttal briefs within five days after the time limit for filing the aforementioned written comments. After reviewing these submissions, the Department will provide to each producer/exporter its NVs as provided in section C(2) of this Agreement. In addition, the Department may provide such information to interested parties as specified in this section.

#### (F) 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 applicable regulations.

#### (G) Other Provisions

In entering into the Agreement, the signatory producers/exporters do not admit that any sales of merchandise subject to the Agreement have been made at less than fair value.

#### (H) Termination or Withdrawal

Termination of the suspended investigation will be considered in accordance with the five-year review provisions of section 351.218 of the Department's regulations.

Any producer/exporter may withdraw from the Agreement at any time upon notice to the Department. Withdrawal shall be effective 60 days after such notice is given to the Department. Upon withdrawal, the

Department shall follow the procedures outlined in section 734(i)(1) of the Act.

#### (I) Definitions

For purposes of the Agreement, the following definitions apply:

(1) "U.S. price" means the EP or constructed export price ("CEP") at which merchandise is sold by the producer or exporter to the first unaffiliated person in the United States, including the amount of any discounts, rebates, price protection or ship and debit adjustments, and other adjustments affecting the net amount paid or to be paid by the unaffiliated purchaser, as determined by the Department under section 772 of the Act.

(2) "Normal value" means the constructed value ("CV") of the merchandise, as determined by the Department under section 773 of the Act and the corresponding sections of the Department's regulations, and as adjusted in accordance with Appendix B to this Agreement.

(3) "Producer/Exporter" means (1) the foreign manufacturer or producer, (2) the foreign producer or reseller which also exports, and (3) the affiliated person by whom or for whose account the merchandise is imported into the United States, as defined in section 771(28) of the Act.

(4) "Date of sale" means the date of the invoice as recorded in the exporter's or producer's records kept in the ordinary course of business, unless the Department determines that a different date better reflects the date on which the exporter or producer establishes the material terms of sale, as determined by the Department under its regulations.

The effective date of this Agreement is November 1, 2008.

For the Ukrainian Producers/Exporters:

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Walter J. Spak,  
for *OJSC Alchevsk Iron and Steel Works*.  
Date: September 29, 2008.

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Martin J. Lewin,  
for *Azovstal Iron & Steel Works*.  
Date: September 29, 2008.

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Martin J. Lewin,  
for *Ilyich Iron & Steel Works*.  
Date: September 29, 2008.

For the U.S. Department of Commerce:

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David M. Spooner,  
*Assistant Secretary for Import Administration*.  
Date: September 29, 2008.

### Appendix A—Product Coverage

For purposes of this Agreement, the products covered 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 the Agreement 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. Although the HTS subheadings are provided for convenience and customs purposes, our written description of the scope of this agreement is dispositive. Specifically, excluded from the subject merchandise within the scope of this Agreement is grade X-70 plate.

### Appendix B—Principles of Cost

#### General Framework

The cost information reported to the Department that will form the basis of the NV calculations for purposes of the Agreement must be:<sup>3</sup>

- Comprehensive in nature and based on a reliable accounting system (*i.e.*, a system based on well-established standards that can be tied to the audited financial statements);
- Calculated on a semiannual 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; and
  - Reflective of appropriately allocated common costs so that the costs necessary for the manufacturing of the product are not absorbed by other products.

Additionally, a single figure should be reported for each cost component making up the cost of production.

#### Cost of Manufacturing ("COM")

COM is reported by major cost category and for major stages of production. Weighted-average costs are used for a product that is produced at more than one facility, based on the product's cost at each facility and relative production quantities.

Direct materials costs include the acquisition costs of all materials that are identified as part of the finished product and may be traced to the finished product in an economically feasible way. In contrast to indirect materials, direct materials are applied and assigned directly to a finished product. Direct materials costs should

include transportation charges, import duties, and other expenses normally associated with obtaining the materials that become an integral part of the finished product.

Direct labor costs are the 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. Any contracted-labor expense should reflect the actual billed cost.

Variable manufacturing overhead costs include those production costs, other than direct materials or direct labor, that generally vary in total with changes in the volume of merchandise produced at a given level of operations. Variable manufacturing overhead costs may include indirect materials (*e.g.*, supplies used in the manufacturing process), indirect labor (*e.g.* supervisory labor paid on an hourly basis), utilities (*e.g.*, energy), and other variable overhead costs. Because variable overhead costs are typically incurred for an entire production line or factory, the costs must be allocated to the products produced using a reasonable basis.

Fixed manufacturing overhead costs include those production costs that generally do not vary in total with changes in the volume of merchandise produced at a given level of operations. Fixed manufacturing overhead costs may include the costs incurred for building or equipment rental, depreciation, supervisory labor paid on a salary basis, plant property taxes, and factory administrative costs. In addition, fixed manufacturing overhead costs include research and development ("R&D") costs that relate specifically to the subject merchandise.

#### Cost of Production ("COP")

COP is equal to the sum of direct materials, direct labor, variable manufacturing overhead, and fixed manufacturing overhead (*i.e.* COM) plus SG&A expenses in the home market ("HM").

SG&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 general research and development expenses. Additionally, direct and indirect selling expenses incurred in the HM for sales of the product under investigation are included. Such expenses are allocated to COM using a ratio of SG&A costs.

#### Constructed Value

CV is equal to the sum of materials, labor and overhead (COM) and SG&A expenses plus profit in the comparison market and the cost of packing for exportation to the United States.

#### Calculation of Suspension Agreement Normal Values

NVs (for purposes of the Agreement) are calculated by adjusting the CV and are provided for both EP and CEP transactions. In effect, any expenses uniquely associated with the covered products sold in the HM are subtracted from the CV, and any such

<sup>3</sup> See footnote 1 in Section C(2) of the Agreement.

expenses that are uniquely associated with the covered products sold in the United States are added to the CV to calculate the NV.

“Export Price”—Generally, a U.S. sale is classified as an EP sale when the first sale to an unaffiliated person occurs before the goods are imported into the United States. In cases where the foreign manufacturer knows or has reason to believe that the merchandise is ultimately destined for the United States, the manufacturer’s sale is the sale subject to review. If, on the other hand, the manufacturer sold the merchandise to a foreign trader without knowledge of the trader’s intention to export the merchandise to the United States, then the trader’s first sale to an unaffiliated person is the sale subject to review. For EP NVs, the CV is adjusted for movement costs and differences in direct selling expenses such as, commissions, credit, warranties, technical services, advertising, and sales promotion.

“Constructed Export Price”—Generally, a U.S. sale is classified as a CEP sale when the first sale to an unaffiliated person occurs after importation. However, if the first sale to an unaffiliated person is made by a person in the United States affiliated with the foreign exporter, CEP applies even if the sale occurs prior to importation, unless the U.S. affiliate performs only clerical functions in connection with the sale. For CEP NVs, the CV is adjusted similar to EP sales, with differences for adjustment to U.S. and HM indirect selling expenses.

Home market direct selling expenses are expenses that are incurred as a direct result of a sale. These include such expenses as commissions, advertising, discounts and rebates, credit, warranty expenses, freight costs, etc. Certain direct-selling expenses are treated individually. They include:

- Commission expenses, *i.e.*, payments to unaffiliated parties for sales in the HM.
- Credit expenses, *i.e.*, expenses incurred for the extension of credit to HM customers.
- Movement expenses, *e.g.*, foreign inland freight and insurance expenses, warehousing, and foreign brokerage, handling and port charges.

U.S. direct selling expenses are the same as HM direct selling expenses except that they are incurred for sales in the United States. Movement expenses are additional expenses associated with importation into the United States, which typically include: U.S. inland freight and insurance expenses; U.S. brokerage, handling and port charges; U.S. Customs duties, U.S. warehousing; and international freight and insurance.

U.S. indirect selling expenses include general fixed expenses incurred by the U.S. sales subsidiary or affiliated exporter for sales to the United States and may also include a portion of indirect expenses incurred in the HM for export sales, if those expenses are associated with commercial activity that takes place in the United States.

The EP and CEP NVs are calculated as follows:

For EP transactions	
+	Direct Materials.
+	Direct Labor.

For EP transactions	
+	Factory Overhead.
=	Cost of Manufacturing (COM).
+	Home Market SG&A.
=	Cost of Production (COP).
+	U.S. Packing.
+	Profit.
=	Constructed Value.
+	U.S. Direct-Selling Expense.
+	U.S. Commission Expense.
+	U.S. Movement Expense.
+	U.S. Credit Expense.
–	HM Direct-Selling Expense.
–	HM Commission Expense. <sup>1</sup>
–	HM Credit Expense.
=	NV for EP Sales.

<sup>1</sup> If the company does not have HM commissions, HM indirect expenses are subtracted only up to the amount of the U.S. Commissions.

For CEP transactions	
+	Direct Materials.
+	Direct Labor.
+	Factory Overhead.
=	Cost of Manufacturing (COM).
+	Home Market SG&A.
=	Cost of Production (COP).
+	U.S. Packing.
+	Profit.
=	Constructed Value.
+	U.S. Direct-Selling Expense.
+	U.S. Indirect-Selling Expense.
+	U.S. Commission Expense.
+	U.S. Movement Expense.
+	U.S. Credit Expense.
+	U.S. Further Manufacturing Expenses (if any).
+	CEP Profit.
–	HM Direct-Selling Expense.
–	HM Commission Expense. <sup>1</sup>
–	HM Credit Expense.
=	NV for CEP Sales.

<sup>1</sup> If the company does not have HM commissions, HM indirect expenses are subtracted only up to the amount of the U.S. Commissions.

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## DEPARTMENT OF COMMERCE

### International Trade Administration

#### Notice and Call for Applications for Trade Mission to Warsaw, Poland in Conjunction With Trade Winds Forum Europe, April 19–22, 2009

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

**ACTION:** Notice and Call for Applications for the Trade Mission to Warsaw, Poland in conjunction with Trade Winds Forum Europe, April 19–22, 2009.

## I. Mission Description

The United States Department of Commerce, International Trade Administration, U.S. and Foreign Commercial Service is organizing a trade mission to Warsaw, Poland, April 22, 2009, in conjunction with the Trade Winds Europe Business Development Forum in Warsaw, Poland, April 19–21, 2009.

The 2009 Trade Winds Forum Europe will include general conference sessions on pan-European business issues and pre-arranged consultations with Senior Commercial Officers from U.S. Embassies throughout Europe. The Trade Mission to Poland will add another dimension to the event by providing clients with the opportunity to conduct business to business meeting with firms in Poland. It will be open to U.S. companies from a cross section of industries with growing potential in Poland, including, but not limited to, best prospects such as energy (mining, oil and gas, electric power generation, renewable), defense and aerospace, telecommunications and information technology, environmental technologies, medical equipment, safety and security equipment, automotive parts and service equipment, and logistics and transportation.

The combination of the Trade Winds Forum Europe conference and the multi-sector trade mission in Poland will provide participants with substantive knowledge and strategies for entering or expanding their business in the European market and Poland specifically.

## II. Commercial Setting

*Europe:* Together, the United States and Europe account for more than 40 percent of the global economy and transact more than \$1.5 trillion per year in trade and investment. Europe is often among the first export markets for U.S. companies. When businesses look to Europe, they are looking to opportunities unparalleled in any other region. Europe is much broader than the 27-member European Union (EU), and opportunities are abundant. For example, the European Economic Area and the European Free Trade Association (EFTA) countries have harmonized many of their regulations with the European Union. The EFTA countries (Norway, Iceland, Liechtenstein and Switzerland), though small in population, are among the wealthiest in the world on a per capita basis.

The introduction in many EU member states of a common currency, the euro, and mutual recognition of standards has