

ITC Notification

In accordance with section 735(d) of the Act, we have notified the International Trade Commission ("ITC") of our determination. Because our final determination is affirmative, the ITC will, within 45 days, determine whether these imports are materially injuring, or threatening material injury to, the U.S. industry. If the ITC determines that material injury, or threat of material injury does not exist, the Agreement will have no force of effect, and the investigation shall be terminated. See Section 734(f)(3)(A) of the Act. If the ITC determines that such injury does exist, the Agreement shall remain in force but the Department shall not issue an antidumping order so long as (1) the Agreement remains in force, (2) the Agreement continues to meet the requirements of subsections (d) and (l) of the Act, and the parties to the Agreement carry out their obligations under the Agreement in accordance with its terms. See section 734(f)(3)(B) of the Act.

This determination is issued and published in accordance with sections 735(d) and 777(i)(1) of the Act.

Dated: July 12, 1999.

Bernard Carreau,

Acting Assistant Secretary for Import Administration.

[FR Doc. 99-18371 Filed 7-16-99; 8:45 am]

BILLING CODE 3510-DS-P

DEPARTMENT OF COMMERCE**International Trade Administration**

[A-821-809]

Suspension of Antidumping Duty Investigation: Hot-Rolled Flat-Rolled Carbon-Quality Steel Products 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 hot-rolled flat-rolled carbon-quality steel products ("hot-rolled steel") 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 hot-rolled steel from Russia, wherein the MOT has agreed to restrict exports of hot-rolled steel 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: July 12, 1999.

FOR FURTHER INFORMATION CONTACT: Jean Kemp or Rick Johnson at (202) 482-1131 and (202) 482-3818, 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 October 15, 1998, 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 hot-rolled steel from Russia are being or are likely to be sold in the United States at less than fair value (63 FR 56607 (October 22, 1998)). On November 16, 1998, the United States International Trade Commission ("ITC") notified the Department of its affirmative preliminary finding of threat of material injury in this case (see ITC Investigation Nos. 701-TA-384 and 731-TA-806-808). Additionally, on November 25, 1998, the ITC published its preliminary determination that there is a reasonable indication that an industry in the United States is threatened with material injury by reason of imports of the subject merchandise from Russia (63 FR 65221). On February 22, 1999, the Department preliminarily determined that hot-rolled steel 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 (64 FR 9312 (February 25, 1999)).

The Department and the MOT initialed a proposed agreement suspending this investigation on February 22, 1999. On February 23, 1999, we invited interested parties to provide written comments on the agreement. We received comments from petitioners (Bethlehem Steel Corp., Ispat Inland Inc., LTV Steel Company, Inc., National Steel Corp., U.S. Steel Group (a Unit of USX Corp.), California Steel Industries, Gallatin Steel Company, Geneva Steel, Gulf States Steel Inc., Ipsco Steel Inc., Steel Dynamics, Weirton Steel Corporation, and Independent Steelworkers Union), respondents in the investigation (JSC Severstal, Novolipetsk, and Magnitogorsk) and other interested parties (Caterpillar Inc., Nucor Corporation, and Thyssen Inc., NA). 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 July 12, 1999.

Scope of Investigation

For a complete description of the scope of the investigation, see, *Agreement Suspending the Antidumping Investigation on Hot-Rolled Flat-Rolled Carbon Quality Steel Products from the Russian Federation*, Appendix III, signed July 12, 1999, 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. 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 *Price Suppression Memorandum*, dated July 12, 1999), that the agreement is in the public interest, and that the agreement can be monitored effectively (see *Public Interest Memorandum*, dated July 12, 1999). We find, therefore, that the criteria for suspension of an investigation pursuant to section 734(l) of the Act have been met. The terms and conditions of this agreement, signed July 12, 1999, are set forth in Appendix 1 to this notice.

Pursuant to section 734(f)(2)(A) of the Act, the suspension of liquidation of all entries of hot-rolled steel from Russia entered, or withdrawn from warehouse, for consumption, as directed in our notices of *Preliminary Determination of Sales at Less than Fair Value: Hot-Rolled Flat-Rolled Carbon Quality Steel Products from the Russian Federation* (64 FR 9312 (February 25, 1999)), *Postponement of Final Determination of Antidumping Duty Investigation of Hot-Rolled Flat-Rolled Carbon-Quality Steel From the Russian Federation* (64 FR 24329 (May 6, 1999)), and *Postponement of Final Determination of Antidumping Duty Investigation of Hot-Rolled Flat-Rolled Carbon-Quality Steel From the Russian Federation* (64 FR 31179 (June 10, 1999)) is hereby terminated. Any cash deposits on entries of hot-rolled steel 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: July 12, 1999.

Bernard T. Carreau,

Acting Assistant Secretary for Import Administration.

Appendix 1—Agreement Suspending the Antidumping Investigation on Hot-Rolled Flat-Rolled Carbon-Quality Steel Products from the Russian Federation

For the purpose of encouraging free and fair trade in certain hot-rolled flat-rolled carbon quality steel products ("Hot-Rolled Steel") 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") of Russia enter into this suspension agreement ("the Agreement").

MOT will restrict exports of hot-rolled steel 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 Hot-Rolled Steel 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 Hot-Rolled Steel covered by this Agreement.

Accordingly, DOC and MOT agree as follows:

I. Definitions

For purposes of this Agreement, the following definitions apply:

A. "Apparent U.S. Domestic Consumption" means apparent U.S. domestic consumption determined using official statistics of the U.S. Bureau of the Census regarding imports and exports, and data from the American Iron and Steel Institute regarding domestic shipments, based on the methodology described in Appendix IV of this Agreement.

B. "Date of Export" of Hot-Rolled Steel into the United States shall be the date on which MOT issued the Export License.

C. "Date of Sale" 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, as reflected in Russian producers' records kept in the ordinary course of business.

D. "Effective Date" of this Agreement means July 12, 1999.

E. "Export License" is the document issued by MOT that serves as both an

export limit certificate and a certificate of origin.

F. "Hot-Rolled Steel" means the certain hot-rolled, flat-rolled, carbon quality steel products from Russia described in Appendix III.

G. "Indirect Exports" means exports of Hot-Rolled Steel 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.

H. "Moratorium Period" means February 22, 1999, through December 31, 1999.

I. "Party to the Proceeding" means any producer, exporter, or importer of Hot-Rolled Steel, union of workers engaged in the production of Hot-Rolled Steel, associations 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.

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

Initial Export Limit Period—The Initial Export Limit Period shall begin on January 1, 2000, 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.

K. "Reference Price" means the floor price calculated by DOC for sales of Hot-Rolled Steel for export to the United States, as described in Section 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 Hot-Rolled Steel 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 Hot-Rolled Steel exported from Russia during the Export Limit Period in which that Hot-Rolled Steel was exported, it does not exceed the export limits set forth below.

1. The export limit for the Moratorium Period shall be zero.

2. The export limit for the Initial Export Limit Period (January 1, 2000, to December 31, 2000) shall be 325,000 metric tons of Hot-Rolled Steel.

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

January 1, 2001, to December 31, 2001—500,000 MT

January 1, 2002, to December 31, 2002—675,000 MT

January 1, 2003, to December 31, 2003—725,000 MT

4. The export limit for each subsequent Export Limit Period will be adjusted by:

(a) First, the export limit for the previous Export Limit Period shall be increased by three per cent of that export limit;

(b) Second, the number obtained under paragraph (a) shall be increased or decreased by the result of multiplying the export limit for the previous Export Limit Period by the percent change (up to three percent) in apparent U.S. domestic consumption of Hot-Rolled Steel during the most recent 12 months for which data is available at the time the DOC makes this calculation, compared to the previous 12 months (as described in Appendix IV).

(c) Third, if MOT has elected to adopt a premium Reference Price for any Export Limit Period under Paragraph III.F., the export limit calculated pursuant to paragraphs (a) and (b) above shall be augmented by an additional allowance of five percent. This additional allowance shall apply only during the Export Limit Period in which the premium Reference Price applies.

5. DOC shall determine export limits for each Subsequent Export Limit Period no later than 60 days prior to the beginning of that Export Limit Period.

B. When Hot-Rolled Steel is imported into the United States and is subsequently re-exported, or re-packaged and re-exported, or further processed (but still covered by this Agreement) 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 further processing, and subsequent exportation.

C. MOT will not issue Export Licenses authorizing the exportation to the United States of Hot-Rolled Steel covered by this Agreement in any half of any Export Limit Period that exceeds 60 percent of the export limit for that Export Limit Period.

D. Notwithstanding any other provision of this Agreement, up to 15 per cent of the export limit for any Export Limit Period may be carried over to the Subsequent Export Limit Period and up to 15 per cent 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 subsequent or previous Export Limit Period, respectively.

E. If any Hot-Rolled Steel from Russia is entered into the United States during the Moratorium Period, DOC shall notify MOT of those entries and provide to MOT all of the information concerning those entries that DOC is able to disclose consistent with U.S. law. MOT shall respond within 15 days. If DOC determines that entries of Hot-Rolled Steel from Russia have occurred during the Moratorium Period, DOC shall provide MOT with an opportunity for prompt consultations, which shall be completed within 60 days after DOC notifies MOT of the excessive entries. Once the consultations have been completed, unless DOC has concluded that entries did not occur during the Moratorium Period, DOC shall count against the export limit for the Initial Export Limit Period (and, if necessary, Subsequent Export Limit Period(s)) twice the volume of the entries during the Moratorium Period. Where a Russian producer or exporter was responsible for the entries during the Moratorium Period, MOT shall deny that producer or exporter Export Licenses for one year following the last date of entry. Where any other entity was involved with the entries, MOT shall, for one year after the last date of entry, deny Export Licenses for the distribution of any Hot-Rolled Steel involving that entity.

F. If DOC receives information indicating that Hot-Rolled Steel from Russia may have entered into the United States in excess of the export limits established in Section II.A or below the reference price established in Section III.C, DOC shall notify MOT of those entries and provide to MOT all of the 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 with 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 was 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 Hot-Rolled Steel involving that entity. The provisions of this section do not supercede the provisions of section 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. MOT will ensure that Hot-Rolled Steel covered by this Agreement will not be sold at a price below the reference price in effect on the Date of Sale.

B. DOC shall issue Reference Prices for each quarter of each calendar year 30 days before the beginning of that quarter.

C. The Reference Prices for the first quarter of the Initial Export Limit Period shall be as follows:

Grade(s)	Price per metric ton
A36, A568, A569	\$255
A572, A607, A715	280

D. Until such time as DOC and MOT agree, after consultations, upon Reference Prices for other grades of Hot-Rolled Steel, only the above grades may be exported to the United States. Consultations regarding Reference Prices for other grades of Hot-Rolled Steel shall be held within 30 days of a request and shall be completed within 15 days.

E. Thirty days before the start of each quarter of each Export Limit Period

(beginning with the second quarter of 2000) the Reference Price will be increased or decreased to reflect the change in the weighted-average unit import values for Hot-Rolled Steel from all countries not subject to antidumping duty orders or investigations over the most recent three months for which data is available, as compared to the previous three months. If the weighted-average unit import value for such Hot-Rolled Steel during the last of those three months has risen or fallen by more than six percent from the average of the first two of those months, the Reference Price will be adjusted on the basis of the last month, but that adjustment may not raise or lower the Reference Price by more than 10 percent. The source of the unit import values will be publicly available import statistics from the U.S. Bureau of the Census. DOC will provide MOT with the worksheets supporting its calculation of each quarterly Reference Price at the time it provides the Reference Price to MOT.

F. At the time DOC calculates the Reference Price for the first quarter of each Subsequent Export Limit Period under Paragraph III.E, MOT may elect to adopt a premium reference price that will apply throughout that Subsequent Export Limit Period. The premium reference price must be a minimum of ten percent above the Reference Price DOC calculates under Paragraph III.E. If MOT agrees to adopt a premium Reference Price, DOC will calculate adjustments to the Reference Price for the remaining three quarters of the Subsequent Export Limit Period on the basis of the premium price determined for the first quarter of the Subsequent Export Limit Period. The Reference Price for the first quarter of any Subsequent Export Limit Period following an Export Limit Period in which a premium Reference Price has applied, however, shall be determined on the basis of whatever non-premium Reference Price would have applied during the last quarter of the previous Export Limit Period if MOT had not elected to use a premium Reference Price for that Export Limit Period. If MOT adopts a premium Reference Price for any Export Limit Period, the export limit for that period will be increased as provided in Paragraph II.A.4(c).

G. Reference Prices are F.O.B. port of export. If the sale for export is on terms other than F.O.B. port of export, MOT will ensure that the F.O.B. port of export price is not lower than the Reference Price.

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 Hot-Rolled Steel 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 at that port can be made from copies of the original which reflect all of the deductions made from the original license.

B. Export Licenses must contain, for each grade of Hot-Rolled Steel covered by the license, the quantity in metric tons, dimensions (gauge, width, and length (in the case of coils, length, if appropriate)) unit price, and F.O.B. 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 Export 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 Paragraph II.D, 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 volume of the undershipment. Exports under such additional licenses will be counted against the export limit for the Export Limit Period containing the Date of Export of the undershipment. The United States will prohibit the entry of any Hot-Rolled Steel from Russia not accompanied by an original stamped Export License, except as provided in Paragraph A.¹

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 steel subject to this Agreement is exported from Russia for entry into the United States during the Moratorium Period and that no steel

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 sale.

2. Establish an export limit licensing and enforcement program for all direct and indirect exports of Hot-Rolled Steel to the United States no later than 120 days after the Effective Date.

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 remain valid for entry into the United States for six months. 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. Issue Export Licenses no earlier than 90 days before the day on which the Hot-Rolled Steel is accepted by a transportation company, as indicated in the bill of lading or a comparable transportation document, for export.

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

9. 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. Such verifications will take place in association with scheduled consultations whenever possible.

10. 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 Hot-Rolled Steel, their relevant affiliated parties, and any relevant trading company or reseller utilized by a Russian producer to make sales to the United States.

11. Impose strict measures, such as prohibition from participation in the export limits allowed by the Agreement, in the event that any Russian entity does not comply in full with the 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 Hot-Rolled Steel agree, as a condition of being permitted to export any Hot-Rolled Steel, regardless of destination, not to engage in any of the following activities:

a. Exporting to the United States Hot-Rolled Steel subject to this Agreement that is not accompanied by an Export License issued pursuant to this Agreement.

b. Transshipping Hot-Rolled Steel that is subject to this Agreement to the United States through third countries unaccompanied by an Export License.

c. Arranging for processing of Hot-Rolled Steel subject to this Agreement either in Russia or in any third country for exportation to the United States not accompanied by an Export License, but only if such processing is covered by the definition of "indirect exports" in Section I (G).

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

i. Ownership swaps—involve the exchange of ownership of Hot-Rolled Steel without physical transfer. These may include exchange of ownership of Hot-Rolled Steel in different countries, so that the parties obtain ownership of products located in different countries, or exchange of ownership of Hot-Rolled Steel 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 Hot-

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

Rolled Steel, without any exchange of ownership.

iii. Displacement Swaps—involve the sale or delivery of Hot-Rolled Steel 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 hot-rolled steel, 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 Hot-Rolled Steel agree, as a condition of being permitted to export any Hot-Rolled Steel, regardless of destination, 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 Section 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 steel, and to report to MOT subsequent arrangements entered into for the sale, transfer exchange, or loan to the United States of Hot-Rolled Steel 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 Hot-Rolled Steel 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 Hot-Rolled Steel 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 Hot-Rolled Steel 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 Hot-Rolled Steel 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, listing all entries of such merchandise and certifying that the Hot-Rolled Steel 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 Section VI.A.4. In distinguishing normal arrangements, swaps, or other exchanges in the Hot-Rolled Steel 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 Hot-Rolled Steel 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 Hot-Rolled Steel 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 Hot-Rolled Steel 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 Section.

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 Hot-Rolled Steel to all other countries. In addition to this information, MOT will also provide a list of heat numbers for each shipment to the United States. 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, 1999.

3. Upon request by DOC, MOT shall also collect and provide to DOC, within 45 days of the request, transaction-specific data for sales of Hot-Rolled Steel 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 section.

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

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 Hot-Rolled Steel 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 Hot-Rolled Steel 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 Section VII.A, the Parties to the Proceeding may submit written comments to DOC, not to exceed 30 pages.

C. At the end of the Moratorium Period and each Export Limit Period, each Party to the Proceeding may request a hearing on issues raised during the Moratorium Period or 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 Reference Price calculated under Section 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 Reference Price level.

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 Section 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 Section 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. In addition, DOC shall terminate this agreement if MOT withdraws from "The Agreement Concerning Trade In Certain Steel Products From The Russian Federation." Termination shall be effective 60 days after the written notice of MOT's withdrawal.

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 Hot-Rolled Steel products by imports of the Hot-Rolled Steel subject to this Agreement.

B. DOC does not consider any of the obligations concerning exports of Hot-Rolled Steel 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.

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:

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

MOT:

Department for State Regulation of
External Economic Activities,
Ministry of Trade of the Russian
Federation, 18/1 Ovchinnikovskaya
naberezhnaya, Moscow, 1 13324,
Russia

Signed on this 12th of July, 1999.

For DOC:

Robert S. LaRussa,
Assistant Secretary for Import
Administration.

For MOT:

Roald Piskoppel,
Deputy Minister Ministry of Trade of the
Russian Federation.

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 #110, importer of record, item #116, final destination, and item

#117, 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, the ASTM or equivalent grade, and the width and thickness 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 Sale: The date all essential terms of the order (i.e., price and quantity) become fixed.
7. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
8. Date of Export: Date the Export License/Temporary Document is Issued.
9. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
10. Importer of Record: Name and address.
11. Trading Company: Name and address of trading company involved in sale.
12. Customer: Name and address of the first unaffiliated party purchasing from the Russian exporter.
13. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated to the Russian exporter.
14. 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 Section VI, paragraph A, MOT will provide country-specific volume and value information for exports of Hot-Rolled Steel to third countries, upon request, regardless of whether MOT licenses exports of Hot-Rolled Steel to such country(ies). The following information shall be provided except that information requested in item #16, date of entry, #17, importer of record, and item #110, 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 Sale: The date all essential terms of the order (i.e., price and quantity) become fixed.
4. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
5. Date of Export: Date Export License/Temporary Document is issued, if any.

6. Date of Entry: Date the merchandise entered the third country or the date a book transfer took place.
7. Importer of Record: Name and address.
8. Customer: Name and address of the first unaffiliated party purchasing from the Russian exporter.
9. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated.
10. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination.

C. Home Market Sales

Pursuant to Section VII, paragraph A, the MOT will provide home market volume and value information for sales of Hot-Rolled Steel, 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 Sale: The date all essential terms of order (i.e., price and quantity) become fixed.
3. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
4. Customer: Name and address of the first unaffiliated party purchasing from the Russian exporter.
5. Customer Relationship: Indicate whether the customer is affiliated or unaffiliated.
6. Other: The identity of any party(ies) in the transaction chain between the customer and the final destination.

Appendix II

Section 734 (1) of the Tariff Act of 1930 as amended, 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, and

* * * * *

Appendix III

For the purposes of this Agreement, "Hot-rolled steel" means certain hot-rolled flat-rolled carbon-quality steel products of a rectangular shape, of a width of 0.5 inch or greater, neither clad, plated, nor coated with metal and whether or not painted, varnished, or coated with plastics or other non-metallic substances, in coils (whether or not in successively superimposed layers) regardless of thickness, and in straight lengths, of a thickness less than 4.75 mm and of a width measuring at least 10 times the thickness.

Universal mill plate (*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 a thickness not less than 4.0 mm is not included within the scope of this agreement.

Specifically included in this scope are vacuum degassed, fully stabilized (commonly referred to as interstitial-free ("IF")) steels, high strength low alloy ("HSLA") steels, and the substrate for motor lamination steels. IF steels are recognized as low carbon steels with micro-alloying levels of elements such as titanium and/or niobium added to stabilize carbon and nitrogen elements. HSLA steels are recognized as steels with micro-alloying levels of elements such as chromium, copper, niobium, titanium, vanadium, and molybdenum. The substrate for motor lamination steels contains micro-alloying levels of elements such as silicon and aluminum.

Steel products to be included in the scope of this agreement, regardless of HTSUS definitions, are products in which: (1) iron predominates, by weight, over each of the other contained elements; (2) the carbon content is 2 percent or less, by weight; and (3) none of the elements listed below exceeds the quantity, by weight, respectively indicated:

1.80 percent of manganese, or
1.50 percent of silicon, or
1.00 percent of copper, or
0.50 percent of aluminum, or
1.25 percent of chromium, or

0.30 percent of cobalt, or
0.40 percent of lead, or
1.25 percent of nickel, or
0.30 percent of tungsten, or
0.012 percent of boron, or
0.10 percent of molybdenum, or
0.10 percent of niobium, or
0.41 percent of titanium, or
0.15 percent of vanadium, or
0.15 percent of zirconium.

All products that meet the physical and chemical description provided above are within the scope of this agreement unless otherwise excluded. The following products, by way of example, are outside and/or specifically excluded from the scope of this agreement:

- Alloy hot-rolled steel products in which at least one of the chemical elements exceeds those listed above (including *e.g.*, ASTM specifications A543, A387, A514, A517, and A506).

- SAE/AISI grades of series 2300 and higher.

- Ball bearing steels, as defined in the HTSUS.

- Tool steels, as defined in the HTSUS.

- Silico-manganese (as defined in the HTSUS) or silicon electrical steel with a silicon level exceeding 1.50 percent.

- ASTM specifications A710 and A736.

- USS Abrasion-resistant steels (USS AR 400, USS AR 500).

- Hot-rolled steel coil which meets the following chemical, physical and mechanical specifications:

C	Mn	P	S	Si	Cr	Cu	Ni
0.10–0.14%	0.90% Max	0.025% Max	0.005% Max	0.30–0.50%	0.50–0.70%	0.20–0.40%	0.20% Max.

Width = 44.80 inches maximum;

Thickness = 0.063–0.198 inches;

Yield Strength = 50,000 ksi minimum;

Tensile Strength = 70,000–88,000 psi.

Hot-rolled steel coil which meets the following chemical, physical and mechanical specifications:

C	Mn	P	S	Si	Cr	Cu	Ni	Mo
0.10–0.16%	0.70–0.90% ..	0.025% Max	0.006% Max	0.30–0.50% ..	0.50–0.70% ..	0.25% Max ...	0.20% Max ...	0.21% Max

Width = 44.80 inches maximum; Thickness = 0.350 inches maximum;

Yield Strength = 80,000 ksi minimum;

Tensile Strength = 105,000 psi Aim.

Hot-rolled steel coil which meets the following chemical, physical and mechanical specifications:

C	Mn	P	S	Si	Cr	Cu	Ni	V(wt.)	Cb
0.10–0.14%	1.30–1.80%	0.025% Max.	0.005% Max.	0.30–0.50%	0.50–0.70%	0.20–0.40%	0.20% Max	0.10 Max ...	0.08% Max.

Width = 44.80 inches maximum;

Thickness = 0.350 inches maximum;

Yield Strength = 80,000 ksi minimum;

Tensile Strength = 105,000 psi Aim.

Hot-rolled steel coil which meets the following chemical, physical and mechanical specifications:

C	Mn	P	S	Si	Cr	Cu	Ni	Nb	Ca	Al
0.15% Max	1.40% Max.	0.025% Max.	0.010% Max.	0.50% Max.	1.00% Max.	0.50% Max.	0.20% Max.	0.005% Min.	Treated	0.01–0.07%.

Width = 39.37 inches;
 Thickness = 0.181 inches maximum;
 Yield Strength = 70,000 psi minimum for
 thicknesses \leq 0.148 inches and 65,000
 psi minimum for thicknesses $>$ 0.148
 inches;
 Tensile Strength = 80,000 psi minimum.

Hot-rolled dual phase steel, phase-hardened, primarily with a ferritic-martensitic microstructure, contains 0.9 percent up to and including 1.5 percent silicon by weight, further characterized by either (i) tensile strength between 540 N/mm² and 640 N/mm² and an elongation percentage \geq 26 percent for thicknesses of 2 mm and above, or (ii) a tensile strength between 590 N/mm² and 690 N/mm² and an elongation percentage \geq 25 percent for thicknesses of 2mm and above.

Hot-rolled bearing quality steel, SAE grade 1050, in coils, with an inclusion rating of 1.0 maximum per ASTM E 45, Method A, with excellent surface quality and chemistry restrictions as follows: 0.012 percent maximum phosphorus, 0.015 percent maximum sulfur, and 0.20 percent maximum residuals including 0.15 percent maximum chromium.

- Grade ASTM A570-50 hot-rolled steel sheet in coils or cut lengths, width of 74 inches (nominal, within ASTM tolerances), thickness of 11 gauge (0.119 inches nominal), mill edge and skin passed, with a minimum copper content of 0.20 percent.

The covered merchandise is classified in the *Harmonized Tariff Schedule of the United States* ("HTSUS") at subheadings:

7208.10.15.00, 7208.10.30.00, 7208.10.60.00, 7208.25.30.00, 7208.25.60.00, 7208.26.00.30, 7208.26.00.60, 7208.27.00.30, 7208.27.00.60, 7208.36.00.30, 7208.36.00.60, 7208.37.00.30, 7208.37.00.60, 7208.38.00.15, 7208.38.00.30, 7208.38.00.90, 7208.39.00.15, 7208.39.00.30, 7208.39.00.90, 7208.40.60.30, 7208.40.60.60, 7208.53.00.00, 7208.54.00.00, 7208.90.00.00, 7210.70.30.00, 7210.90.90.00, 7211.14.00.30, 7211.14.00.90, 7211.19.15.00, 7211.19.20.00, 7211.19.30.00, 7211.19.45.00, 7211.19.60.00, 7211.19.75.30, 7211.19.75.60, 7211.19.75.90, 7212.40.10.00, 7212.40.50.00, 7212.50.00.00. Certain hot-rolled flat-rolled carbon-quality steel covered include: vacuum degassed, fully stabilized; high strength low alloy; and the substrate for motor lamination steel may also enter under the following tariff numbers: 7225.11.00.00, 7225.19.00.00, 7225.30.30.50, 7225.30.70.00, 7225.40.70.00, 7225.99.00.90, 7226.11.10.00, 7226.11.90.30, 7226.11.90.60, 7226.19.10.00, 7226.19.90.00, 7226.91.50.00, 7226.91.70.00, 7226.91.80.00, and 7226.99.00.00. Although the HTSUS subheadings are provided for convenience and Customs purposes, the written description of the covered merchandise is dispositive.

Appendix IV

For purposes of this Agreement, Apparent U.S. Domestic Consumption will be estimated as follows, using data provided by the American Iron and Steel Institute and the U.S. Bureau of the Census in the following manner:

Apparent Consumption =

Domestic Shipments of Hot-Rolled Steel²
 + Imports of Hot-Rolled Steel³
 - Exports of Hot-Rolled Steel⁴

The definition of shipments used here, while as close as practically possible, is not identical to the imports as defined in Paragraph I.F and Appendix III of this Agreement.

[FR Doc. 99-18372 Filed 7-16-99; 8:45 am]

BILLING CODE 3510-DS-P

COMMITTEE FOR THE IMPLEMENTATION OF TEXTILE AGREEMENTS

Adjustment of an Import Limit for Certain Cotton and Man-Made Fiber Textile Products Produced or Manufactured in Laos

July 13, 1999.

AGENCY: Committee for the Implementation of Textile Agreements (CITA).

ACTION: Issuing a directive to the Commissioner of Customs increasing a limit.

EFFECTIVE DATE: July 21, 1999.

FOR FURTHER INFORMATION CONTACT: Roy Unger, International Trade Specialist, Office of Textiles and Apparel, U.S. Department of Commerce, (202) 482-4212. For information on the quota status of this limit, refer to the Quota Status Reports posted on the bulletin boards of each Customs port, call (202) 927-5850, or refer to the U.S. Customs website at <http://www.customs.ustreas.gov>. For information on embargoes and quota reopenings, call (202) 482-3715.

SUPPLEMENTARY INFORMATION:

Authority: Section 204 of the Agricultural Act of 1956, as amended (7 U.S.C. 1854); Executive Order 11651 of March 3, 1972, as amended.

The current limit for Categories 340/640 is being increased for recrediting of unused carryforward.

A description of the textile and apparel categories in terms of HTS numbers is available in the **CORRELATION:** Textile and Apparel Categories with the Harmonized Tariff

² Hot-Rolled Steel = Carbon Plates In Coils (AISI Data) + Carbon Hot-Rolled Sheets (AISI Data) + Carbon Hot-Rolled Strip (AISI Data).

³ Imports of Hot-Rolled Steel = Carbon Plates In Coils (AISI Data) + Carbon Hot-Rolled Sheets (AISI Data) + Carbon Hot-Rolled Strip (AISI Data) + Imports of HTS Numbers 7225303050, 7225307000, 7225407000, 7226917000, 7226918000 (Data from the U.S. Bureau of the Census on Imports for Consumption, as reported by the International Trade Commission's Trade DataWeb).

⁴ Exports of Hot-Rolled Steel = Carbon Plates in Coils (AISI Data) + Carbon Hot-Rolled Sheets (AISI Data) + Carbon Hot-Rolled Strip (AISI Data).

Schedule of the United States (see **Federal Register** notice 63 FR 71096, published on December 23, 1998). Also see 63 FR 53878, published on October 7, 1998.

Troy H. Cribb,

Chairman, Committee for the Implementation of Textile Agreements.

Committee for the Implementation of Textile Agreements

July 13, 1999.

Commissioner of Customs,
Department of the Treasury, Washington, DC 20229.

Dear Commissioner: This directive amends, but does not cancel, the directive issued to you on September 30, 1998, by the Chairman, Committee for the Implementation of Textile Agreements. That directive concerns imports of certain cotton and man-made fiber textile products, produced or manufactured in Laos and exported during the twelve-month period which began on January 1, 1999 and extends through December 31, 1999.

Effective on July 21, 1999, you are directed to increase the current limit for Categories 340/640 to 167,513 dozen¹, as provided for under the terms of the current bilateral textile agreement between the Governments of the United States and the Lao People's Democratic Republic.

The Committee for the Implementation of Textile Agreements has determined that this action falls within the foreign affairs exception of the rulemaking provisions of 5 U.S.C. 553(a)(1).

Sincerely,

Troy H. Cribb,

Chairman, Committee for the Implementation of Textile Agreements.

[FR Doc. 99-18299 Filed 7-16-99; 8:45 am]

BILLING CODE 3510-DR-F

COMMITTEE FOR THE IMPLEMENTATION OF TEXTILE AGREEMENTS

Adjustment of Import Limits for Certain Cotton, Man-Made Fiber, Silk Blend and Other Vegetable Fiber Textile Products Produced or Manufactured in Oman

July 13, 1999.

AGENCY: Committee for the Implementation of Textile Agreements (CITA).

ACTION: Issuing a directive to the Commissioner of Customs adjusting limits.

EFFECTIVE DATE: July 21, 1999.

FOR FURTHER INFORMATION CONTACT: Roy Unger, International Trade Specialist, Office of Textiles and Apparel, U.S. Department of Commerce, (202) 482-

¹ The limit has not been adjusted to account for any imports exported after December 31, 1998.