

Sunshine Act Meetings

Federal Register

Vol. 57, No. 211

Friday, October 30, 1992

This section of the FEDERAL REGISTER contains notices of meetings published under the "Government in the Sunshine Act" (Pub. L. 94-409) 5 U.S.C. 552b(e)(3).

FEDERAL DEPOSIT INSURANCE CORPORATION

Notice of Changes in Subject Matter of Agency Meeting

Pursuant to the provisions of Subsection (e)(2) of the "Government in the Sunshine Act" (5 U.S.C. 552b(e)(2)), notice is hereby given that at its closed meeting held at 11:19 a.m. on Tuesday, October 27, 1992, the Corporation's Board of Directors determined, on motion of Director C. C. Hope, Jr. (Appointive), seconded by Director T. Timothy Ryan, Jr. (Office of Thrift Supervision), concurred in by Director Stephen R. Steinbrink (Acting Comptroller of the Currency) and Acting Chairman Andrew C. Hove, Jr., that Corporation business required the addition to the agenda for consideration at the meeting, on less than seven days' notice to the public, of the following matters:

Matters relating to the Corporation's corporate activities.

Recommendation regarding the liquidation of a depository institution's assets acquired by the Corporation in its capacity as receiver, liquidator, or liquidating agent of those assets:

Case No. 47,834

CrossLand Savings, FSB, New York City (Brooklyn), New York

The Board further determined, by the same majority vote, that no earlier notice of the changes in the subject matter of the meeting was practicable; that the public interest did not require consideration of the matters in a meeting open to public observation; and that the matters could be considered in a closed meeting by authority of subsections (c)(2), (c)(4), (c)(6), and (c)(9)(B) of the "Government in the Sunshine Act" (5 U.S.C. 552b (c)(2), (c)(4), (c)(6), and (c)(9)(B)).

The meeting was held in the Board Room of the FDIC Building located at 550-17th Street NW., Washington, DC.

Dated: October 27, 1992.

Federal Deposit Insurance Corporation.

Robert E. Feldman,

Deputy Executive Secretary.

[FR Doc. 92-26496 Filed 10-28-92; 10:07 am]

BILLING CODE 6714-01-M

FEDERAL DEPOSIT INSURANCE CORPORATION

NOTICE OF AGENCY MEETING

Pursuant to the provisions of subsection (e)(2) of the "Government in the Sunshine Act" (5 U.S.C. 552b(e)(2)), notice is hereby given that at 11:05 a.m. on Wednesday, October 28, 1992, the Board of Directors of the Federal Deposit Insurance Corporation met in closed session to consider matters relating to the probable failure of certain insured banks.

In calling the meeting, the Board determined, on motion of Director C. C. Hope, Jr. (Appointive), seconded by Director T. Timothy Ryan, Jr. (Office of Thrift Supervision), and concurred in by Director Stephen R. Steinbrink (Acting Comptroller of the Currency) and Acting Chairman Andrew C. Hove, Jr., that Corporation business required its consideration of the matters on less than seven days' notice to the public; that no earlier notice of the meeting was practicable; that the public interest did not require consideration of the matters in a meeting open to public observation; and that the matters could be considered in a closed meeting by authority of subsections (c)(8), (c)(9)(A)(ii), and (c)(9)(B) of the "Government in the Sunshine Act" (5 U.S.C. 552b(c)(8), (c)(9)(A)(ii), and (c)(9)(B)).

The meeting was held in the Board Room of the FDIC Building located at 550-17th Street, N.W., Washington, DC.

Dated: October 28, 1992.

Federal Deposit Insurance Corporation.

Robert E. Feldman,

Deputy Executive Secretary.

[FR Doc. 92-26585 Filed 10-28-92; 3:44 pm]

BILLING CODE 6714-01-M

FEDERAL MARITIME COMMISSION

TIME AND DATE: 10:00 a.m., November 4, 1992.

PLACE: 1st Floor Hearing Room, Federal Maritime Commission, 800 North Capitol St., N.W., Washington, D.C. 20573-0001.

STATUS: Closed.

MATTER(S) TO BE CONSIDERED:

1. Docket Nos. 92-06, 92-07, 92-17 and 92-18—*Western Overseas Trade and Development Corporation, et al. v. Asia North America Eastbound Rate Agreement*—Consideration of Appeals/Exceptions.
2. Transpacific Trades Malpractices.

CONTACT PERSON FOR MORE INFORMATION: Joseph C. Polking, Secretary, (202) 523-5725.

Joseph C. Polking,
Secretary.

[FR Doc. 92-26584 Filed 10-28-92; 3:38 pm]

BILLING CODE 6730-01-M

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

TIME AND DATE: 10:00 a.m., Wednesday, November 4, 1992.

PLACE: Marriner S. Eccles Federal Reserve Board Building, C Street entrance between 20th and 21st Streets, N.W., Washington, D.C. 20551.

STATUS: Open.

MATTERS TO BE CONSIDERED:

1. Proposed amendments to Regulations K (International Banking Operations) and Y (Bank Holding Companies and Change in Bank Control) to implement the Foreign Bank Supervision Enhancement Act of 1991. (Proposed earlier for public comment; Docket No. R-0754).
2. Any items carried forward from a previously announced meeting.

Note: This meeting will be recorded for the benefit of those unable to attend. Cassettes will be available for listening in the Board's Freedom of Information Office, and copies may be ordered for \$5 per cassette by calling (202) 452-3684 or by writing to:

Freedom of Information Office, Board of Governors of the Federal Reserve System, Washington, D.C. 20551

CONTACT PERSON FOR MORE INFORMATION: Mr. Joseph R. Coyne, Assistant to the Board; (202) 452-3204.

Dated: October 28, 1992.

Jennifer J. Johnson

Associate Secretary of the Board.

[FR Doc. 92-26498 Filed 10-28-92; 10:06 am]

BILLING CODE 6210-01-M

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

TIME AND DATE: Approximately 11:00 a.m., Wednesday, November 4, 1992, following a recess at the conclusion of the open meeting.

PLACE: Marriner S. Eccles Federal Reserve Board Building, C Street entrance between 20th and 21st Streets NW., Washington, DC 20551.

STATUS: Closed.

MATTERS TO BE CONSIDERED:

1. Proposals regarding a Federal Reserve Bank's building requirements.

2. Personnel actions (appointments, promotions, assignments, reassignments, and salary actions) involving individual Federal Reserve System employees.

3. Any items carried forward from a previously announced meeting.

CONTACT PERSON FOR MORE

INFORMATION: Mr. Joseph R. Coyne, Assistant to the Board; (202) 452-3204. You may call (202) 452-3207, beginning at approximately 5 p.m. two business days before this meeting, for a recorded announcement of bank and bank holding company applications scheduled for the meeting.

Dated: October 28, 1992.

Jennifer J. Johnson,

Associate Secretary of the Board.

[FR Doc. 92-26499 Filed 10-28-92; 10:08 am]

BILLING CODE 6210-01-M

NATIONAL FOUNDATION ON THE ARTS AND THE HUMANITIES

INSTITUTE OF MUSEUM SERVICES

Notice of Meeting

SUMMARY: This notice sets forth the agenda of a forthcoming meeting of the National Museum Services Board. This notice also describes the functions of

the Board. Notice of this meeting is required under the Government in the Sunshine Act (Public Law 94-409) and regulations of the Institute of Museum Services, 45 CFR 1180.84.

TIME/DATE:

2:00 p.m. to 4 p.m.—Thursday,
November 12, 1992

9:00 a.m. to 4 p.m.—Friday, November
13, 1992

STATUS: Open.

ADDRESS: Old Post Office Building, 1110 Pennsylvania Avenue, N.W., Main Floor—Room M07, Washington, D.C. 20506.

FOR FURTHER INFORMATION CONTACT: S. William Laney, Executive Assistant to the National Museum Services Board, Room 510, 1100 Pennsylvania Avenue, N.W., 20506 (202) 606-8536.

SUPPLEMENTARY INFORMATION:

The National Museum Services Board is established under the Museum Services Act, Title II of the Arts, Humanities, and Cultural Affairs Act of 1976, Public Law 94-462. The Board has responsibility for the general policies with respect to the powers, duties, and authorities vested in the Institute under the Museum Services Act.

The meetings of Thursday, November 12 and Friday, November 13, 1992 will be open to the public.

If you need special accommodations due to a disability, please contact: Institute of Museum Services, 1110 Pennsylvania Avenue, N.W., Washington, D.C. 20506—(202) 606-8536—TDD (202) 606-8636 at least seven (7) days prior to the meeting date.

NATIONAL MUSEUM SERVICES BOARD

November 12, 1992—Meeting Agenda

I. Report to the NMSB by Development and Membership (DAM) Committee of the American Association of Museums (AAM)

November 13, 1992—Meeting Agenda

I. NMSB Chairman's Report and Approval of Minutes from July 24, 1992 Meeting

II. Agency Director's Report

III. Agency Agenda Reports: Programs

IV. Agency Agenda Reports: Appropriations/Legislative

V. NMSB Open Agenda

Dated: October 26, 1992.

Linda Bell,

Director of Policy Planning and Budget,
Institute of Museum Services.

[FR Doc. 92-26504 Filed 10-28-92; 10:46 am]

BILLING CODE 7036-01-M

Corrections

Federal Register

Vol. 57, No. 211

Friday, October 30, 1992

This section of the FEDERAL REGISTER contains editorial corrections of previously published Presidential, Rule, Proposed Rule, and Notice documents. These corrections are prepared by the Office of the Federal Register. Agency prepared corrections are issued as signed documents and appear in the appropriate document categories elsewhere in the issue.

FEDERAL COMMUNICATIONS COMMISSION

47 CFR Part 1

[FCC 92-448]

Policy Regarding Character Qualifications in Broadcast Licensing

Correction

In rule document 92-25070 beginning on page 47410 in the issue of Friday, October 16, 1992, in the third column, the **EFFECTIVE DATE** should read "January 14, 1993".

BILLING CODE 1505-01-D

DEPARTMENT OF LABOR

Mine Safety and Health Administration

30 CFR Parts 56 and 57

RIN 1219-A417

Safety Standards for Explosives at Metal and Nonmetal Mines

Correction

In proposed rule document 92-25013 beginning on page 47524, in the issue of Friday, October 16, 1992, make the following corrections:

1. On page 47525, in the 3d column, in the 2d complete paragraph, in the 12th line, "related" should read "unrelated".
2. On page 47528, in the 1st column, in the 2d complete paragraph, in the 11th line, "and" should read "of".

§ 57.6902 [Corrected]

3. On page 47533, in the third column, in § 57.6902(b)(1), in the first line, "blasthold" should read "blasthole".

BILLING CODE 1505-01-D

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 39

[Docket No. 91-NM-234-AD; Amdt. 39-8357; AD 92-18-12]

Airworthiness Directives; Boeing Model 747 Series Airplanes

Correction

In rule document 92-24750 beginning on page 46768 in the issue of Tuesday, October 13, 1992, make the following corrections:

§ 39.13 [Corrected]

1. On page 46770, in § 39.13, in the second column:

(a) In paragraph (b)(2), in the second line "2602012-2, -3, -4, and -5" should read "2601902-1, -2, and -5".

(b) In paragraph (b)(3)(iii), in the first and second lines "2601902-2, -3, -4 and -6" should read "2601902-3, -4, and -6"; and in the fourth line, "if" should read "If".

(c) In paragraph (b)(3)(vi), in the third line "2601902-3, -4." should read "2601902-3, -4,".

2. In the third column, in paragraph (b)(4)(v), in the second line "2605662-5" should read "2605662-2".

BILLING CODE 1505-01-D

Friday
October 30, 1992

Part II

Department of Commerce

International Trade Administration

Urnaium from Kazakhstan, Kyrgyzstan,
Russia, Tajikistan, Ukraine, and
Uzbekistan; Suspension of Antidumping
Investigations and Amendment of
Preliminary Determinations; Notice

DEPARTMENT OF COMMERCE

International Trade Administration

[A-100-002]

Antidumping; Uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine, and Uzbekistan; Suspension of Investigations and Amendment of Preliminary Determinations.

AGENCY: International Trade Administration, Import Administration, Commerce.

ACTION: Notice.

SUMMARY: The Department of Commerce has decided to suspend the antidumping investigations involving uranium from Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Ukraine, and Uzbekistan. The bases for the suspensions are agreements by the governments of Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Ukraine, and Uzbekistan to restrict the volume of direct or indirect exports to the United States in order to prevent the suppression or undercutting of price levels of United States domestic uranium. The Department is also amending its preliminary determinations to include highly-enriched uranium (HEU) within the scope of the investigations.

EFFECTIVE DATE: October 16, 1992.

FOR FURTHER INFORMATION CONTACT: Melissa Skinner or Steven Presing, Office of Antidumping Compliance, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th & Constitution Avenue, NW., Washington, DC 20230; telephone (202) 482-4851 or (202) 482-4106.

SUPPLEMENTARY INFORMATION:

Background

On December 5, 1991, the Department of Commerce (the Department) initiated an antidumping duty investigation under section 732 of the Tariff and Trade Act of 1930 (the Act), as amended, to determine whether imports of uranium from the Union of Soviet Socialist Republic (USSR) are being or are likely to be sold in the United States at less than fair value (56 FR 63711).

In early December 1991, we notified the International Trade Commission (ITC) of our action. On December 23, 1991, the ITC issued an affirmative preliminary injury determination.

On December 25, 1991, the USSR dissolved and the United States subsequently recognized the 12 newly independent States (NIS) which

emerged. In early January 1992, the U.S. State Department informed us that the Russian Embassy was acting as a liaison to the other NIS. On January 16, 1992, we presented antidumping duty questionnaires to the Russian Embassy and other Russian representatives. On June 3, 1992, we published preliminary determinations that imports of uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine, and Uzbekistan were being sold in the United States at less than fair value (LTFV) and that uranium from Armenia, Azerbaijan, Byelorussia, Georgia, Moldova, and Turkmenistan was not being, nor was it likely to be, sold in the United States at LTFV (57 FR 23380, June 3, 1992).

Case History

Since the publication of our preliminary determinations in the *Federal Register* the following events have occurred.

Pursuant to requests made by petitioners (for those countries which received a preliminary negative determination) and an interested party in the investigation on imports from the Russian Federation, the Department postponed the final determinations for all 12 uranium investigations until October 16, 1992 (57 FR 30946, July 13, 1992).

On May 28, 1992, petitioners submitted a letter arguing that highly-enriched uranium (HEU) be included within the scope of these investigations. On June 24, 1992, petitioners commented on the Department's preliminary decision to exclude HEU from the scope of these investigations. This submission was supplemented on July 28, 1992. On August 11, 1992, petitioners requested that the Department expedite its final determination on whether HEU is included in the scope of these investigations. Petitioners made a final argument regarding HEU on September 11, 1992.

On July 17, 1992, Techsnabexport Ltd., Nuexco Trading Corporation (Nuexco), Energy Fuels Nuclear, Inc. (EFN), and Global Nuclear Services and Supply Ltd. (GNSS) (collectively referred to herein as Tenex) submitted a letter arguing that HEU is not within the scope of these investigations and that three classes or kinds of merchandise exist in these investigations.

On August 14, 1992, Maine Yankee Atomic Power Company and Vermont Yankee Nuclear Power Corporation (the Yankee Group) submitted comments arguing that the Department should exclude low-enriched uranium (LEU) and HEU from the scope of these investigations.

On June 12, 1992, petitioners submitted information concerning the Department's factors of production analysis. On June 23, 1992, Tenex responded to petitioners' submission.

On May 28, 1992, we received a facsimile message from the United States Embassy in Moscow with a letter to the Department from the permanent representative of Azerbaijan to the Russian Federation. This letter stated that no uranium or uranium-containing materials were exported from Azerbaijan to the United States.

On July 15, 1992, the Department received the response of Ukraine to our questionnaire. This response stated that no uranium has been shipped from Ukraine to the United States since December 1, 1991, and before that date Ukraine was not independent and, therefore, it did not have responsibility for its exports.

On July 17, 1992, we received a facsimile message from the Ministry of Foreign Affairs of Belarus stating that Belarus did not export uranium to the United States in 1991.

On July 20 and 24, 1992, we sent cables to our embassies in those countries which received preliminary negative determination requesting that each government provide the Department an official, certified response.

On August 11, 1992, we received via the State Department a certified questionnaire response from Armenia stating that Armenia did not produce, export, or stockpile uranium during the period of investigation (POI).

On August 6, 1992, petitioners addressed the contents of a May 7, 1992, Departmental Memorandum concerning the legal options for settlement of these investigations.

On August 26, 1992, petitioners submitted a letter to the Department from the President of Maine Yankee to Senator George Mitchell which, petitioners state, confirms many of their previous arguments regarding dumped Commonwealth of Independent States (CIS) imports and the nature of the uranium industry in the CIS.

On September 16, 1992, the Department initiated proposed suspension agreements with the governments of the Russian Federation, Ukraine, Kazakhstan, Uzbekistan, and Kyrgyzstan. On October 7, 1992, we received comments regarding the proposed suspension agreements from the above parties, with the exception of Kazakhstan, as well as petitioners and the U.S. Department of Energy.

On September 16, 1992, we received a questionnaire response from

Uzbekistan, which we rejected as untimely on September 22, 1992.

On September 21, 1992, we received case briefs regarding our preliminary determinations from petitioners, Tenex, the Yankee Group, the Russian Federation, Uzbekistan, Kyrgyzstan, Ukraine, and Tajikistan. We received rebuttal briefs from these parties on September 28, 1992. On September 30, 1992, all parties which requested a public hearing for these investigations withdrew their requests. Therefore, no public hearing was held.

On September 24, 1992, Uzbekistan submitted a letter arguing that Tenex did not qualify as an interested party in its investigation. The Department agreed with Uzbekistan and issued a letter in that regard on September 25, 1992. On September 28, 1992, Tenex responded to the Department's letter and Uzbekistan's assertions by alleging that it exported Uzbek uranium during the POI and has continuing interests and rights to protect with respect to Uzbek uranium. Therefore, Tenex argues, it should continue to be considered an interested party in the Uzbekistan investigation. On October 5, 1992, Uzbekistan submitted a letter to the Department asserting that the Department should affirm its decision to deny Tenex interested party status. On October 16, 1992, the Department issued a decision memorandum which determined Tenex is not an interested party within the meaning of the Act and the Department's regulations.

On September 25, 1992, the United States Court of International Trade sustained the Department's decision to continue these investigations against each of the twelve constituent republics of the former USSR.

Products Under Investigation

We have determined that the merchandise covered by these investigations constitutes one class or kind of merchandise. We have further determined that HEU is included in the scope of these investigations and hereby amend the preliminary determinations accordingly. For the Department's rationale regarding this issue, see Memorandum to Alan M. Dunn from Francis J. Sailer dated October 16, 1992. The above-referenced memorandum and all other memoranda cited in this notice can be found in the public file in the Central Records Unit, Room B099 of the Main Commerce Building.

The merchandise covered by these investigations includes natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic

products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U²³⁵ and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U²³⁵ or compounds of uranium enriched in U²³⁵, and any other forms of uranium within the same class or kind of merchandise. The uranium subject to these investigations is provided for under subheadings

2612.10.00.00, 2844.10.10.00, 2844.10.20.10, 2844.10.20.25, 2844.10.20.50, 2844.10.20.55, 2844.10.50.00, 2844.20.00.10, 2844.20.00.20, 2844.20.00.30, and 2844.20.00.50, of the Harmonized Tariff Schedule (HTS). Although the HTS subheadings are provided for convenience and customs purposes, our written description of the scope of these proceedings is dispositive. We will verify all the information used in making our final determinations in accordance with section 776(a) of the Act, if these investigations are continued under section 734(g) of the Act.

In accordance with section 733(f) of the Act, we will notify the ITC of these determinations. In addition, if the investigations are continued, we will make all nonprivileged and nonproprietary information relating to these investigations available to the Commission.

Suspension of Investigations

The Department consulted with the parties to the proceedings and has considered the comments submitted with respect to the proposed suspension agreements. The signed suspension agreements reflect the decisions of the Department with respect to many of the issues parties raised in their comments. In addition, we have placed in the record of these proceedings our position papers on key issues.

The Republic of Tajikistan requested that the Department consider suspension of the investigation on uranium from Tajikistan. Due to civil disturbances in Tajikistan in September, Tajikistan was unable to negotiate a proposed suspension agreement by September 16, 1992, the statutory and regulatory date by which the Department is obligated to notify petitioners of such such initiated agreement. On October 15, 1992, petitioners waived their right to comment on any proposed agreement between the Department and Tajikistan, provided any such agreement is consistent with the terms of the proposed agreements with other CIS states initiated on September 16, 1992.

We have determined that the agreements will prevent the suppression

or undercutting of price levels of United States domestic uranium, that the agreements can be monitored effectively, and that the agreements are in the public interest. We find, therefore, that the criteria for suspension of an investigation pursuant to section 734 of the Act have been met. The terms and conditions of the agreements, signed October 16, 1992, are set forth in Annex 1 to this notice.

Pursuant to section 734(f)(2)(A) of the Act, the suspension of liquidation of all entries, entered or withdrawn from warehouse for consumption, of uranium from Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Ukraine, and Uzbekistan, effective June 3, 1992, as directed in our notice of "Antidumping Preliminary Determination of Sales at Less Than Fair Value, Uranium From Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine, and Uzbekistan," is hereby terminated. Any cash deposits on entries of uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine, and Uzbekistan pursuant to that suspension of liquidation shall be refunded and any bonds shall be released.

Upon receipt of a request during the anniversary month of the publication of these suspension agreements, the Department will conduct an administrative review as provided in section 751 of the Act.

Notwithstanding the suspension agreements, the Department will continue the investigations if we receive such a request in accordance with section 734(g) of the Act within 20 days after the effective date of this notice.

This notice is published pursuant to section 734(f)(1)(A) of the Act and 19 CFR 353.18.

Dated: October 16, 1992.

Alan M. Dunn,
Assistant Secretary for Import
Administration.

I have determined pursuant to section 734(l) of the Act that the provisions of these suspension agreements prevent suppression or undercutting of price levels of domestic products with respect to uranium exported, directly or indirectly, from Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Ukraine, and Uzbekistan to the United States. Furthermore, I have determined, in accordance with section 734(d) of the Act, that these suspension agreements are in the public interest and that the provisions of Section VIII ensure that these agreements can be monitored effectively.

Dated: October 16, 1992.

Alan M. Dunn,

Assistant Secretary for Import
Administration.

Agreement Suspending the Antidumping Investigation on Uranium from Kazakhstan

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and Kazakhstan, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) (the "Act"), the United States Department of Commerce ("the Department") and the Government of Kazakhstan enter into this suspension agreement ("the Agreement").

The Department 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 uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from Kazakhstan, subject to the terms and provisions set forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

I. Basis for the Agreement

In order to prevent the suppression or undercutting of price levels of United States domestic uranium, the Government of Kazakhstan will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in Kazakhstan subject to the terms and provisions set forth below.

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U_3O_8 equivalents are calculated using the following formulas:

- measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925

- U_3O_8 is converted to U content by multiplying by 0.84799

- 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8

- 1 Kg U in UF_6 = 2.61283 lbs. U_3O_8 equivalent

- 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent

(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding—means any interested party, within the meaning of § 353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Exports—means arrangements as defined in section IV.F. of this Agreement and exports from Kazakhstan through one or more third countries, whether or not such export is sold in one or more third country prior to importation into the United States.

III. Product Coverage

The merchandise covered by this Agreement are the following products from Kazakhstan:

Natural uranium in the form uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U^{235} and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U^{235} or compounds of uranium enriched in U^{235} ; and any other forms of uranium within the same class or kind.

Uranium ore from Kazakhstan milled into U_3O_8 and/or converted into UF_6 in another country prior to direct and/or indirect importation into the United States is considered uranium from Kazakhstan and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U^{235} in another country prior to direct and/or indirect importation into the United States is not considered uranium from Kazakhstan and is not subject to the terms of this Agreement.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2612.10.00, 2844.10.20, 2844.20.00, respectively. Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

IV. Export Limits

A. The Government of Kazakhstan will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of paragraph E) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1 through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price information in terms of U.S. dollars per pound U_3O_8 obtained from the following sources:

Spot Market Price: The Uranium Price Information System Spot Price (UPIS SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

Long-term Contract Price: The simple average of the UPIS Base Price and the long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submitter agrees to permit verification.

All information from the identified sources will be subject to review by the Department on the basis of information available from other sources. Furthermore, during the life of the Agreement, the Department can, as appropriate, select alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department

will give parties at least 30 days notice of this decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price the Department will rely on price information from the identified sources covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 16, 1992 through March 31, 1993) the Department will utilize price information relating to the period April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the Department will utilize price information relating to the period October 16, 1992 through March 1, 1993.

The quota level announced on October 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Kazakhstan during the six month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Kazakhstan during the six-month period beginning on April 1 and ending on the following September 30.

2. Except as provided in paragraph 3 below, multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract. If such multi-year contracts

specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract was entered into, annual deliveries under such contracts will be applied against the annual quotas in effect at the time of delivery, but may be made in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding paragraph 2, multi-year contracts entered into after the effective date of this Agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract endorsement, provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

D. For the first 90 days after the effective date of this Agreement, products exported from Kazakhstan shall be admitted to the United States without an export license and certificate issued by the Government of Kazakhstan specifically for exports to the United States after the date of this Agreement only upon notification to the Department by the individual who signed this Agreement or his/her designated successor.

The volume of such imports will be counted towards the export limit for the covered products for the first identified period.

The volume of such imports shall be determined in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Kazakhstani-origin uranium, currently held by Kazakhstan in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination) through the effective date of this Agreement will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued by the Government of Kazakhstan. A request for a license and certificate under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and

other available identifying documentation), and the quantity expressed in original units and in pounds of U_3O_8 equivalent.

Any amounts authorized by Kazakhstans issuing an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U_3O_8 equivalent authorized by the Government of Kazakhstan as set forth in the license certificate.

In the event that there is a surge of sales of Kazakhstani-origin uranium from such inventory currently held in the United States, the Department will decrease the export limits to take into account such sales.

F. Any arrangement involving the exchange, sale, or delivery of uranium products from Kazakhstan will be counted towards export limits under this Agreement to the degree it can be shown to have resulted in the sale or delivery in the United States of uranium products from a country other than Kazakhstan.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be increased by the amount of pounds U_3O_8 equivalent reexported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent exportation.

H. For purposes of permitting processing in the United States of uranium products from Kazakhstan, the Government of Kazakhstan may issue re-export certificates for import into the United States of Kazakhstani uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate be endorsed by the Government of Kazakhstan for uranium products previously imported into the United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U_3O_8 equivalent per re-export certificate and in no case shall the total volume of

uranium products from Kazakhstan covered by re-export certificates exceed three million pounds U_3O_8 equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from Kazakhstan are not re-exported within 12 months of the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of Kazakhstan and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the United States and Kazakhstan, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the identified Periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for Kazakhstan vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from Kazakhstan during each Relevant Period pursuant to certain pre-existing contracts entered into before March 5, 1992 with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes of this Agreement. The contracts which have been approved will be specifically identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this Section shall in any way restrict sales of

Kazakhstani-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or the seller's account pursuant to such contract, shall be subject to the conditions specified below:

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or to the seller's account under such a preexisting contract, through:

(1) Sales to the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market-neutral manner;

(2) Sales to a U.S. utility under a contract entered into before March 5, 1992, having fixed price terms, and having been submitted for approval by the Department;

(3) Sale or delivery to any entity outside the United States, including the shipment of such uranium products to Kazakhstan where permissible;

(4) Sales to any entity in the United States at a price at or above \$13 per lb. U_3O_8 equivalent.

V. Export License/Certificates

A. The Government of Kazakhstan will provide export licenses and certificates for all direct or indirect exports to the United States from Kazakhstan of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by the Government of Kazakhstan, in accordance with laws of Kazakhstan, and this Agreement, and will ensure that established export limits are not exceeded.

The Government of Kazakhstan shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. The government of Kazakhstan will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Kazakhstan of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Kazakhstan for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than

the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for the Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Periods may not be used after September 30 for each subsequent Relevant Period, except that certificates not so used may be used during the first three months of the respective following period, up to a maximum of 15 percent of the export limit for the current period.

D. The Government of Kazakhstan will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent. If any of this information is in a language other than English the certificate must also contain an English language translation of this information and a conversion to pounds U_3O_8 equivalent.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the covered products of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Sections IV.D and IV.H of this Agreement.

VI. Implementation

In order to effectively restrict the volume of exports of uranium to the United States, the Government of Kazakhstan agrees to implement the following procedures no later than within 90 days of the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from Kazakhstan to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all Kazakhstani producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all Kazakhstani producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to Government of Kazakhstan subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Kazakhstan, and include these same provisions in any subsequent contracts involving uranium purchased from Kazakhstan.

VII. Anticircumvention

A. The Government of Kazakhstan will take all appropriate measures under Kazakhstani law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to the Government of Kazakhstan subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Kazakhstan. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Kazakhstan.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, the Government of Kazakhstan will share within 15 days of any request from the U.S. Department of Commerce all particulars regarding initial and subsequent arrangements of uranium between Kazakhstan and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the

United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Kazakhstani origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and the Government of Kazakhstan will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that Kazakhstan and its related parties did not actively participate in the arrangement, the Department will request consultations with the Government of Kazakhstan to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and Kazakhstan, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that Kazakhstan actively participated in the arrangement, the volume of such arrangement will be deducted from the export limits for Kazakhstan.

F. If the Department of Commerce or Government of Kazakhstan determines that any uranium has been intentionally exported to the United States without the required export certificates, the Government of Kazakhstan shall: (1) Thereafter prohibit any Kazakhstani producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention; (2) impose other penalties as allowed by law; (3) and/or take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;

2. Existence of any arrangement as defined in Section IV.F. that was not reported to the Department pursuant to Section VIII.A.;

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

4. Existence and function of any historical and/or traditional trading patterns among the parties involved;

5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;

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

7. Sequence and timing of the arrangements;

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

H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium product(s) from Kazakhstan to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VIII. Monitoring

The Government of Kazakhstan will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

The Department of Commerce shall provide semi-annual reports to the Government of Kazakhstan indicating

the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on the effective date of this Agreement, the Government of Kazakhstan shall collect and provide to the Department the information set forth, in the agreed format in Appendix B. All such information will be provided to the Department on a semi-annual basis on March 1 and September 1 of each calendar year, or upon request. Such information will be subject to the verification provision identified in section VIII.C of this Agreement.

The Department 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.

Both governments recognize that the effective monitoring of this Agreement may require that the Government of Kazakhstan provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to the Government of Kazakhstan of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

The Department may also request the U.S. Customs Service to direct ports of entry to forward an Antidumping Report

of Importations for entries of the subject merchandise during the period this Agreement is in effect.

C. Verification

The Government of Kazakhstan agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure that Kazakhstan is in full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under paragraph VIII.A., the parties to the proceeding may submit written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. The Government of Kazakhstan and the Department shall hold consultations regarding matters concerning the implementation, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the first twelve months following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either Government of Kazakhstan or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either the Government of Kazakhstan or the Department discovers that substantial quantities of enriched uranium product(s) not subject to this Agreement and produced from Kazakhstan ore are being exported to the United States, the Government of Kazakhstan and the Department will promptly enter into consultations to

ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Kazakhstan uranium, the market price of uranium products remains below U.S. \$13 per pound U_3O_8 equivalent for three consecutive observation periods after January 1, 1993, the Government of Kazakhstan and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by the Government of Kazakhstan except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

The Government of Kazakhstan will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the results of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Kazakhstan 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section 734(i) of the Act and § 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long-

term contracts in the uranium market, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Kazakhstan shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both the Government of Kazakhstan and the Department will pay particular attention to the requirements for monitoring by the Government of Kazakhstan and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Kazakhstan, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as Kazakhstan has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with Section 353.25 of the Department's regulations.

The Government of Kazakhstan may terminate this Agreement at any time upon notice of the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Kazakhstan, the provisions of Section 734 of the Act shall apply.

If the Department has determined that a sufficient amount of time has elapsed, the Department will follow the provisions of Sections XIII(b) or XIII(c) of this Agreement.

XIII. Conditions

During the underlying investigation, the Department determined that Kazakhstan is a non-market economy

country. Because the two governments share an interest in promoting the transformation of Kazakhstan into a market economy, the Department recognizes that it may determine the life of this Agreement that the Kazakhstan uranium industry is a market-oriented industry, or that Kazakhstan is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under section 353.18(i) of the Department's regulations, afford the Government of Kazakhstan a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under section 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, the Government of Kazakhstan does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact, United States Department of Commerce, Assistant Secretary for Import Administration, International Trade Administration, Washington, DC 20230.

Government of Kazakhstan Contact, Kadyr K. Baikenov, Vice Prime Minister, Ministry of Energy & Fuel Resources, 4, Square of Republic, 480091, Alma-Ata, Kazakhstan.

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from Kazakhstan, October 16, 1992.

Signed on this sixteenth day of October, 1992.

For the Government of Kazakhstan.

Kadyr K. Baikenov,

Vice Prime Minister, Minister of Energy and Fuel Resources.

For U.S. Department of Commerce.

Alan M. Dunn,

Assistant Secretary for Import Administration.

Appendix A: Kazakhstan

Price Level	Quota in Millions of Pounds U ₃ O ₈
\$13.00-\$13.99.....	1.0
\$14.00-\$14.99.....	1.2
\$15.00-\$15.99.....	1.4
\$16.00-\$16.99.....	1.8
\$17.00-\$17.99.....	2.5
\$18.00-\$18.99.....	3.5
\$19.00-\$19.99.....	4.0
\$20.00-\$20.99.....	5.0
\$21.00 and up.....	Unlimited U ₃ O ₈

Note 1: Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.

Note 2: Quota levels are expressed in millions of pounds of U₃O₈ equivalent as converted by the conversion formulae outlined in the suspension agreement.

Appendix B

In accordance with the established format, the Government of Kazakhstan shall collect and provide to the Department all information necessary to ensure compliance with this Agreement.

The Government of Kazakhstan will collect and maintain sales data to the United States in the home market, and to countries other than the United States, on a continuous basis and provide the prescribed information to the Department on March 1, 1993 or upon request, for the period beginning on the effective date of this Agreement and ending January 31, 1993. For the period beginning February 1, 1993, and ending July 31, 1993, the Government of Kazakhstan will provide the prescribed information on September 1, 1993 or upon request.

All subsequent information for the periods February 1 through July 31, and August 1 through January 31, will be provided to the Department on a semi-annual basis on March 1 and September 1 respectively of each subsequent calendar year, or upon request.

The Government of Kazakhstan will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

Report of Inventories

Report, by location, the inventories held by Kazakhstan in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U₃O₈, kilograms U, etc.) and in pounds U₃O₈ equivalent.

2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.

3. Titled Party: Name and address of party who legally has title to the merchandise.

4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.

5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.

6. Date of Original Export: Date the export certificate is endorsed.

7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.

8. Original Importer: Name and address.

9. Original Exporter: Name and address.

10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.

2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.

3. Complete Description of Merchandise: Include lot numbers and other available identifying of documentation.

4. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U_3O_8 , Kilograms U, etc.

5. Total Sales Value: Indicate currency used.

6. Unit Price: Indicate currency used.

7. Date of Sale: The date all terms of order are confirmed.

8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.

9. Date of Export: Date the export certificate is endorsed.

10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.

11. Importer of Record: Name and address.

12. Customer: Name and address.

13. Customer Relationship: Indicate whether related or unrelated.

14. Final Destination: Name and address of location for consumption in the United States.

15. Other: i.e., used as collateral, will be re-exported, etc.

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.

2. Quantity: Indicate units of measure sold, e.g., pounds U_3O_8 , Kilograms U, etc.

3. Date of Sale: Date all terms of order are confirmed.

4. Delivery Date: Date the merchandise was delivered to the customer.

5. Customer: Name and address.

6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.

2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.

3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U_3O_8 , Kilograms U, etc.

4. Date of Sale: The date all terms of order are confirmed.

5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.

6. Date of Export: Date the export certificate is endorsed.

7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.

8. Importer of Record: Name and address.

9. Customer: Name and address.

10. Customer Relationship: Indicate whether related or unrelated.

11. Final Destination: Name and address of location for consumption.

12. Other: i.e., used as collateral, will be re-exported, etc.

Appendix C—Kazakhstan

Proprietary Document, Public Version.

(No text in public version.)

Agreement Suspending the Antidumping Investigation on Uranium From the Government of Kyrgyzstan

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and the Republic of Kyrgyzstan, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) ("the Act"), the United States Department of Commerce ("the Department") and the Government of Kyrgyzstan enter into this suspension agreement ("the Agreement").

The Department 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 uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from Kyrgyzstan, subject to the terms and provisions set forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

I. Basis for the Agreement

In order to prevent the suppression or undercutting of price levels of United States domestic uranium, the Government of Kyrgyzstan will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in Kyrgyzstan subject to the terms and provisions set forth below.

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U_3O_8 equivalents are calculated using the following formulas:

- measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925
- U_3O_8 is converted to U content by multiplying by 0.84799
- 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8
- 1 Kg U in UF_6 = 2.61283 lbs. U_3O_8 equivalent
- 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent

(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding—means any interested party, within the meaning of § 353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Exports—means arrangements as defined in section IV.F. of this Agreement and exports from Kyrgyzstan through one or more third countries, whether or not such export is sold in one or more third country prior to importation into the United States.

III. Product Coverage

The merchandise covered by this Agreement are the following products from Kyrgyzstan:

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds: alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U^{235} and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U^{235} or compounds of uranium enriched in U^{235} ; and any other forms of uranium within the same class or kind.

Uranium ore from Kyrgyzstan milled into U_3O_8 and/or converted into UF_6 in another country prior to direct and/or indirect importation into the United States is considered uranium from Kyrgyzstan and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U^{235} in another country prior to direct and/or indirect importation into the United States is not considered uranium from Kyrgyzstan and is not subject to the terms of this Agreement.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2812.10.00, 2844.10.20, 2844.20.00, respectively. Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

IV. Export Limits

A. The Government of Kyrgyzstan will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of paragraph E) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1 through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price information in terms of U.S. dollars per pound U_3O_8 obtained from the following sources:

Spot Market Price: The Uranium Price Information System Spot Price (UPIS SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

Long-term Contract Price: The simple average of the UPIS Base Price and the long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submitter agrees to permit verification.

All such information will be subject to review by the Department on the basis of information available from other sources. Furthermore, during the life of the Agreement, the Department can, as appropriate, select alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department will give parties at least 30-days notice of its decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price the Department will rely on price information from the identified sources covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market

price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 1, 1992, through March 31, 1993) the Department will utilize price information relating to the period April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the Department will utilize price information relating to the period October 1, 1992 through March 1, 1993.

The quota level announced on October 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Kyrgyzstan during the six-month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Kyrgyzstan during the six-month period beginning on April 1 and ending on the following September 30.

2. Except as provided in paragraph 3 below, multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract. If such multi-year contracts specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract is entered into, annual deliveries under such contracts will be applied against the annual quotas in effect at the time of delivery, but may be made in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding paragraph 2, multi-year contracts entered into after the effective date of this agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract endorsement, provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

D. For the first 90 days after the effective date of this Agreement, products exported from Kyrgyzstan shall

be admitted to the United States without an export license and certificate issued by the Government of Kyrgyzstan specifically for export to the United States after the date of this Agreement only upon notification to the Department by the individual who signed this Agreement, or his/her designated successor.

The volume of such imports will be counted towards the export limit for the covered products for the first identified period.

The volume of such imports shall be determined in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Kyrgyz-origin uranium, currently held by Kyrgyzstan in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination) through the effective date of this Agreement will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued by the Government of Kyrgyzstan. A request for a license and certificate under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation), and the quantity expressed in original units and in pounds of U_3O_8 equivalent.

Any amounts authorized by Kyrgyzstan's issuing an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U_3O_8 equivalent authorized by the Government of Kyrgyzstan as set forth in the license certificate.

In the event that there is a surge of sales of Kyrgyz-origin uranium from such inventory currently held in the United States, the Department will decrease the export limits to take into account such sales.

F. Any arrangement involving the exchange, sale, or delivery of uranium products from Kyrgyzstan will be counted towards export limits under this Agreement to the degree it can be

shown to have resulted in the sale or delivery in the United States of uranium products from a country other than Kyrgyzstan.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be increased by the amount of pounds U_3O_8 equivalent re-exported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent exportation.

H. For purposes of permitting processing in the United States of uranium products from Kyrgyzstan, the Government of Kyrgyzstan may issue re-export certificates for import into the United States of Kyrgyz-uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate be endorsed by the Government of Kyrgyzstan for uranium products previously imported into the United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U_3O_8 equivalent per re-export certificate and in no case shall the total volume of uranium products from Kyrgyzstan covered by re-export certificates exceed three million pounds U_3O_8 equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from Kyrgyzstan are not re-exported within 12 months of the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of Kyrgyzstan and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the United States and Kyrgyzstan, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available

quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the identified Periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for Kyrgyzstan vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from Kyrgyzstan during each Relevant Period pursuant to certain pre-existing contracts entered into before March 5, 1992 with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes of this Agreement. The contracts which have been approved will be specifically identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this Section shall in any way restrict sales of Kyrgyz-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or the seller's account pursuant to such contract, shall be subject to the conditions specified below.

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or to the seller's account under such a pre-existing contract, through:

1. Sales to the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market-neutral manner;

2. Sales to a U.S. utility under a contract entered into before March 5, 1992, having fixed price terms, and having been submitted for approval by the Department;

3. Sale or delivery to any entity outside the United States, including the

shipment of such uranium products to Kyrgyzstan where permissible;

4. Sales to any entity in the United States at a price at or above \$13 per lb. U_3O_8 equivalent.

V. Export License/Certificates

A. The Government of Kyrgyzstan will provide export licenses and certificates for all direct or indirect exports to the United States from Kyrgyzstan of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by the Government of Kyrgyzstan, in accordance with laws of Kyrgyzstan and this Agreement, and will ensure that established export limits are not exceeded.

The Government of Kyrgyzstan shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. The Government of Kyrgyzstan will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Kyrgyzstan of violations concerning the export licenses and/or certificates which come to this attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Kyrgyzstan for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for the Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Period, may not be used after September 30 for each Relevant Period, except that certificates not so used may be used during the first three months of the respective following period, up to a maximum of 15 percent of the export limit for the current period.

D. The Government of Kyrgyzstan will require that all exports of the

merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U_3O_8 equivalent.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the covered products of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Sections IV.D. and IV.H. of this Agreement.

VI. Implementation

In order to effectively restrict the volume of exports of uranium to the United States, the Government of Kyrgyzstan agrees to implement the following procedures no later than within 90 days of the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from Kyrgyzstan to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all the Kyrgyz producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all the Kyrgyz producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to the Government of Kyrgyzstan subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Kyrgyzstan, and include these same provisions in any subsequent contracts involving uranium purchased from Kyrgyzstan.

VII. Anticircumvention

A. The Government of Kyrgyzstan will take all appropriate measures under Kyrgyz law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV on this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to the Government of Kyrgyzstan subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Kyrgyzstan. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Kyrgyzstan.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, the Government of Kyrgyzstan will share within 15 days of any request from the U.S. Department of Commerce all particulars regarding initial and subsequent arrangements of uranium between Kyrgyzstan and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for 15 days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Kyrgyz origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and the Government of Kyrgyzstan will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that Kyrgyzstan and its related parties did not actively participate in the arrangement, the Department will request consultations with Kyrgyzstan to resolve the problem. If

the problem has not been resolved to the mutual satisfaction of both the United States and Kyrgyzstan, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that Kyrgyzstan actively participated in the arrangement, the volume of such arrangement will be deducted from the export limits for Kyrgyzstan.

F. If the Department of Commerce or the Government of Kyrgyzstan determines that any uranium has been intentionally exported to the United States without the required export certificates, the Government of Kyrgyzstan shall: (1) Thereafter prohibit any Kyrgyz producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention; (2) impose other penalties as allowed by law; and/or (3) take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;
 2. Existence of any arrangement as defined in Section IV.F. that was not reported to the Department pursuant to Section VIII.A.;
 3. Existence and function of any subsidiaries or affiliates of the parties involved;
 4. Existence and function of any historical and/or traditional trading patterns among the parties involved;
 5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;
 6. Existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for merchandise delivered or swapped by another party;
 7. Sequence and timing of the arrangements;
 8. Any other information relevant to the transaction or circumstances.
- H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of ownership of uranium products in

different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium product(s) from Kyrgyzstan to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VIII. Monitoring

The Government of Kyrgyzstan will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

The Department of Commerce shall provide semi-annual reports to the Government of Kyrgyzstan indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on the effective date of this Agreement, the Government of Kyrgyzstan shall collect and provide to the Department the information set forth, in the agreed format in Appendix B. All such information will be provided to the Department on a semi-annual basis on March 1 and September 1 of each calendar year, or upon request. Such information will be subject to the verification provision identified in section VIII.C of this Agreement.

The Department 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.

Both governments recognize that the effective monitoring of this Agreement

may require that the Government of Kyrgyzstan provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to the Government of Kyrgyzstan of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

The Government of Kyrgyzstan agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure that Kyrgyzstan is in full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under paragraph VIII.A., the parties to the proceeding may submit

written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. The Government of Kyrgyzstan and the Department shall hold consultations regarding matters concerning the implementation, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the 12 months following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either the Government of Kyrgyzstan or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either the Government of Kyrgyzstan or the Department discovers that substantial quantities of enriched uranium product(s) not subject to this Agreement and produced from Kyrgyz ore are being exported to the United States, the Government of Kyrgyzstan and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Kyrgyz uranium, the market price of uranium products remains below U.S. \$13 per pound U_3O_8 equivalent for three consecutive observation periods after January 1, 1993, the Government of Kyrgyzstan and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

D. If, at any time during the life of this Agreement, Kyrgyzstan chooses to reopen any of its uranium mines and begin production of uranium, or the Government of Kyrgyzstan can demonstrate that it holds inventories of uranium (e.g., tails, stockpiles, and waste of Kyrgyz origin) mined in Kyrgyzstan, the Government of Kyrgyzstan and the Department will hold consultations to discuss whether any adjustment should be made to this Agreement, and the Department will conduct an appropriate review to permit a decision on whether to establish a quota for Kyrgyzstan and, if so, at what level of imports.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by the Government of Kyrgyzstan except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

The Government of Kyrgyzstan will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Kyrgyzstan 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section 734(i) of the Act and § 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long term contracts in the uranium market, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Kyrgyzstan shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both the Government of Kyrgyzstan and the Department will pay particular attention to the requirements for monitoring by the

Government of Kyrgyzstan and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Kyrgyzstan, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as Kyrgyzstan has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with § 353.25 of the Department's regulations.

The Government of Kyrgyzstan may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Kyrgyzstan, the provisions of Section 734 of the Act shall apply.

XIII. Conditions

During the underlying investigation, the Department determined that Kyrgyzstan is a non-market economy country. Because the two governments share an interest in promoting the transformation of Kyrgyzstan into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Kyrgyz uranium industry is a market-oriented industry, or that Kyrgyzstan is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under § 353.18(i) of the Department's regulations, afford the Government of Kyrgyzstan a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under § 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, the Government of Kyrgyzstan does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact, United States Department of Commerce, Assistant Secretary for Import Administration, International Trade Administration, Washington, DC 20230

Government of Kyrgyzstan Contact, Dyishenbek Kamchibekov, Head of the Mining Industry Division, Republic of Kyrgyzstan, Ministry of Industry, Chuy Prospect, 106, Bishkek, 720002, Tel: 3312 228280, FAX: 3312 221806

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from the Government of Kyrgyzstan, October 16, 1992.

Signed on this sixteenth day of October, 1992.

For the Government of Kyrgyzstan,
Esengul K. Omuraliev,
Minister of Industry.

For the U.S. Department of Commerce,
Alan M. Dunn,
Assistant Secretary for Import Administration.

Appendix A

Note: Appendix A to this Agreement does not exist.

Appendix B

In accordance with the established format, the Government of Kyrgyzstan shall collect and provide to the Department all information necessary to ensure compliance with this Agreement.

The Government of Kyrgyzstan will collect and maintain sales data to the United States, in the home market, and to countries other than the United States, on a continuous basis and provide the prescribed information to the Department on March 1, 1993 or upon request, for the period beginning on the effective date of this Agreement

and ending January 31, 1993. For the period beginning February 1, 1993, and ending July 31, 1993, the Government of Kyrgyzstan will provide the prescribed information on September 1, 1993 or upon request.

All subsequent information for the periods February 1 through July 31, and August 1 through January 31, will be provided to the Department on a semi-annual basis on March 1 and September 1 respectively of each subsequent calendar year, or upon request.

The Government of Kyrgyzstan will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

Report of Inventories

Report, by location, the inventories held by Kyrgyzstan in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U₃O₈, Kilograms U, etc.) and in pounds U₃O₈ equivalent.

2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.

3. Titled Party: Name and address of party who legally has title to the merchandise.

4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.

5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.

6. Date of Original Export: Date the export certificate is endorsed.

7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.

8. Original Importer: Name and address.

9. Original Exporter: Name and address.

10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.

2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.

3. Complete Description of Merchandise: Include lot numbers and other available identifying documentation.

4. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.

5. Total Sales Value: Indicate currency used.

6. Unit Price: Indicate currency used.

7. Date of Sale: The date all terms of order are confirmed.

8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.

9. Date of Export: Date the export certificate is endorsed.

10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.

11. Importer of Record: Name and address.

12. Customer: Name and address.

13. Customer Relationship: Indicate whether related or unrelated.

14. Final Destination: Name and address of location for consumption in the United States.

15. Other: i.e., used as collateral, will be re-exported, etc.

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.

2. Quantity: Indicate units of measure sold, e.g., pounds U₃O₈, Kilograms U, etc.

3. Date of Sale: Date all terms of order are confirmed.

4. Delivery Date: Date the merchandise was delivered to the customer.

5. Customer: Name and address.

6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.

2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.

3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.

4. Date of Sale: The date all terms of order are confirmed.

5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.

6. Date of Export: Date the export certificate is endorsed.

7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.

8. Importer of Record: Name and address.

9. Customer: Name and address.

10. Customer Relationship: Indicate whether related or unrelated.

11. Final Destination: Name and address of location for consumption.

12. Other: i.e., used as collateral, will be re-exported, etc.

Appendix C

Note: Appendix C to this Agreement does not exist.

Agreement Suspending the Antidumping Investigation on Uranium From the Russian Federation

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and the Russian Federation, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) (the "Act"), the United States Department of Commerce ("the Department") and the Russian Federation Ministry for Atomic Energy (MINATOM) enter into this suspension agreement ("the Agreement").

The Department 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 uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from the Russian Federation, subject to the terms and provisions set forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

I. Basis for the Agreement

In order to prevent the suppression or undercutting of price levels of United States domestic uranium, MINATOM will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in the Russian Federation subject to the terms and provisions set forth below.

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U_3O_8 equivalents are calculated using the following formulas:

- measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925

- U_3O_8 is converted to U content by multiplying by 0.84799

- 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8
- 1 Kg U in UF_6 = 2.61283 lbs. U_3O_8 equivalent

- 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent
- the natural feed component for 1 Kg U of enriched uranium product ("EUP") shall be determined using the feed to product factor calculated with the following formulae:

$$[(P_A - T_A)/(F_A - T_A)] = X_A$$

where:

P_A = Actual Product Assay of the imported low enriched uranium ("LEU") as found in the import documents

T_A = For enrichment contracts, the actual tails assay selected by the customer pursuant to the contract; for other contracts calling for the delivery of LEU, 0.3 weight percent U^{235} . During the anniversary month of this Agreement, the tails assay for other contracts calling for the delivery of LEU will be amended, as appropriate, based on the optimum tails assay.

F_A = 0.711 weight percent U^{235} (feed assay)

X_A = Feed-to-Product Factor

The feed-to-product factor shall then be multiplied by 2.61283 to reach the lbs. U_3O_8 equivalent of the imported LEU.

(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding—means any interested party, within the meaning of § 353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Exports—means any arrangement involving the exchange, sale, or delivery of uranium products from the Russian Federation to the degree it can be shown to have resulted in the sale or delivery in the United States of uranium products from a country other than the Russian Federation or exports from the Russian Federation through one or more third countries whether or not such export is sold in one or more third country prior to importation into the United States.

III. Product Coverage

The merchandise covered by this Agreement are the following products from the Russian Federation:

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U^{235} and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U^{235} or compounds of

uranium enriched in U^{235} ; and any other forms of uranium within the same class or kind.

Uranium ore from Russia milled into U_3O_8 and/or converted into UF_6 in another country prior to direct and/or indirect importation into the United States is considered uranium from the Russian Federation and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U^{235} or compounds of uranium enriched in U^{235} in the Russian Federation are covered by this Agreement, regardless of their subsequent modification or blending. Uranium enriched in U^{235} in another country prior to direct and/or indirect importation into the United States is not considered uranium from the Russian Federation and is not subject to the terms of this Agreement.

Highly enriched uranium ("HEU") is within the scope of this investigation, and HEU is covered by this Agreement. For the purpose of this Agreement, HEU means uranium enriched to 20 percent or greater in the isotope uranium-235.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2612.10.00, 2844.10.20, 2844.20.00, respectively. Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

IV. Export Limits

A. MINATOM will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of Section IV.E.) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1 through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price information in terms of U.S. dollars per pound U_3O_8 obtained from the following sources to compute a market price based on the weighted average of the spot market and long-term contract prices.

Spot Market Price: The Uranium Price Information System Spot Price (UPIS SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

Long-term Contract Price: The simple average of the UPIS Base Price and the long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submitter agrees to permit verification.

All information from the identified sources will be subject to review by the Department on the basis of information available from other sources. Furthermore, during the life of the Agreement, the Department can, as appropriate, select alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department will give parties at least 30 days notice of this decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price, the Department will rely on price information from the identified sources covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as

determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 16, 1992 through March 31, 1993) the Department will utilize price information relating to the period April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the Department will utilize price information relating to the period October 16, 1992, through March 1, 1993.

The quota level announced on October 1 (or October 30, 1992 for the first period) will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from the Russian Federation during the six month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from the Russian Federation during the six month period beginning on April 1 and ending on the following September 30.

2. Except as provided in Section IV.C.3., multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract. If such multi-year contracts specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract is entered into, annual deliveries under such contracts will be applied against the annual quotas in effect at the time of delivery, but may be made in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding Section IV.C.2, multi-year contracts entered into after the effective date of this Agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such conditional contracts shall be strictly

subject to the annual quotas in effect at the time of delivery.

4. If, within the maximum limit permitted under this agreement, the Russian Federation exports uranium products to the U.S. under the quota defined in section IV.C. in the form of enriched uranium product, the Russian Federation may take payment for the feed component in the EUP in the form of cash or in the form of an equivalent amount of feed. If Russia takes payment in the form of an equivalent amount of feed from inventories already in the United States, it may sell such feed in the U.S. market without such sale being counted against the applicable quota again so long as such sale is made at a price no less than \$13.00 per pound of U_3O_8 equivalent. Any subsequent exports from the United States of such feed received by the Russian Federation in payment for the feed component of EUP sales will be permitted and may be sold outside the United States, but will not be added back into the quota.

D. For the first 90 days after the effective date of this Agreement, products exported from the Russian Federation shall be admitted to the United States without an export license and certificate only upon notification to the Department by MINATOM.

The volume of such imports will be counted towards the export limit for the covered products for the first identified period.

The volume of such imports shall be determined in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Russian-origin uranium, currently held by the Russian Federation in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination), through the effective date of this Agreement, will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued under Section V. A request for a license and certificate under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation).

and the quantity expressed in original units and in pounds of U_3O_8 equivalent.

Any amounts authorized by the issuance of an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U_3O_8 equivalent as set forth in the license and certificate.

In the event that there is a surge of sales of Russian-origin uranium from such inventory currently held in the United States, the Department will decrease the export limits to take into account such sales.

F. Direct and indirect exports will be counted towards export limits under this Agreement.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be increased by the amount of pounds U_3O_8 equivalent re-exported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent exportation.

H. For purposes of permitting processing in the United States of uranium products from the Russian Federation, the Government of the Russian Federation may issue re-export certificates for import into the United States of Russian uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate be endorsed by the Russian Federation for uranium products previously imported into the United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U_3O_8 equivalent per re-export certificate and in no case shall the total volume of uranium products from Russia covered by re-export certificates exceed three million pounds U_3O_8 equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from the Russian Federation are not re-exported within 12 months of

the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of the Russian Federation and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the United States and the Russian Federation, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the identified Periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for the Russian Federation vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from the Russian Federation during each Relevant period pursuant to certain pre-existing contracts entered into before March 5, 1992, with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes of this Agreement. The contracts which have been approved will be specifically identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this Section shall in any way restrict sales of Russian-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or for the seller's account in connection with

an approved contract, shall be subject to the conditions specified below:

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or to the seller's account under such a preexisting contract through:

(1) Sales to the U.S. Government or any agency thereof or any contractor acting on behalf of the U.S. Government so long as such agency or contractor will use or consume the feed in a market neutral manner;

(2) Sales to a utility in the United States under a contract entered into before March 5, 1992, having fixed price terms and submitted for approval by the Department; such contracts shall be approved by the Department for use by the seller provided that the uranium products are not swapped, loaned, or used as loan repayments;

(3) Sale or delivery to any entity outside the United States, including the shipment of such uranium products to the Russian Federation where permissible;

(4) Sales to any entity in the United States at a price at or above \$13 per lb. U_3O_8 equivalent.

L. Because the Russian Federation has no long-term pre-existing contracts under which deliveries begin before 1994 and because the U.S. Department of Energy ("DOE") can consume EUP in a market-neutral manner which releases no feed into the U.S. market that could lead to the suppression or undercutting of price levels of U.S. uranium products, the Russian Federation will be granted a one-time only opportunity to sell to DOE, its contractors, assigns, or U.S. private parties acting in association with DOE or the U.S. Enrichment Corporation, an amount of 4.1 million pounds U_3O_8 equivalent for delivery during the period from the effective date of this Agreement to December 31, 1994, subject to the same terms and conditions described in section IV.M.2.

M. 1. This Agreement in no way prevents the Russian Federation from selling directly or indirectly any or all of the HEU in existence at the time of the signing of this Agreement and/or low enriched uranium ("LEU") produced in Russia from this HEU to the DOE, its governmental successor, its contractors, assigns, or U.S. private parties acting in association with DOE or the U.S. Enrichment Corporation and in a manner not inconsistent with the Agreement between the United States of America and the Russian Federation concerning the disposition of HEU resulting from the dismantlement of nuclear weapons in Russia.

2. Exports pursuant to such sales will not be counted against the export limits established in accordance with paragraph C of this Section. DOE's disposition of the HEU is in the public interest because: (1) The HEU or products from it are processed or delivered by DOE, its governmental successors, its contractors, assigns, or U.S. private parties acting in a manner not inconsistent with the Agreement between the United States of America and the Russian Federation concerning the disposition of HEU resulting from the dismantlement of nuclear weapons in Russia; (2) any utility-owned uranium products delivered pursuant to enrichment contracts affected by purchase of HEU or HEU products are not resold in the United States, either as natural uranium or as LEU produced in excess of the contractually-specified amount; (3) contracts for the purchase of HEU or HEU products from Russia are provided to the Department; (4) annual summaries of utilization of HEU and HEU products and associated utility feed are provided to the Department, and (5) the Department determines that permitting importation of all or any portion of the HEU or HEU products in question is consistent with the purposes of this Agreement.

3. Exports of HEU, or products made in Russia from HEU, must be accompanied by a certificate endorsed by MINATOM. Such certificate shall specify the amounts of material and certify that such HEU, or products made in Russia from HEU, were derived from HEU in existence as of the signing of this Agreement.

V. Export License/Certificates

A. MINATOM will instruct the Russian Federation Ministry of Foreign Economic Relations ("MFER") to provide export licenses and certificates for all direct or indirect exports to the United States from the Russian Federation of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by MFER, in accordance with laws of the Russian Federation, and this Agreement, and will ensure that established export limits are not exceeded.

MINATOM shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. MINATOM will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform MINATOM of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by MFER for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II. of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Period may not be used after September 30 for each subsequent year except that certificates not so used may be used during the first three months of the respective following period, up to a maximum of 20 percent of the export limit for the current period.

D. MINATOM will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent, and as appropriate, number of separate work units (SWU). If any of this information is in a language other than English, the certificate must also contain an English language translation of this information.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Sections IV.D. and IV.H. of this Agreement.

VI. Implementation

In order to effectively restrict the volume of exports of uranium to the United States, MINATOM agrees to implement the following procedures no later than 90 days after the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from the Russian Federation to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all the Russian Federation producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all the Russian Federation producers, exporters, brokers, traders, users, and/or related parties of such uranium on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to the Russian Federation subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Russia, and include these same provisions in any subsequent contracts involving uranium purchased from Russia.

VII. Anticircumvention

A. MINATOM will take all appropriate measures under Russian law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to the Russian Federation subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Russia. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Russia.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, MINATOM will share within 15 days of an official request from the U.S. Department of Commerce, unless a longer time is mutually agreed, all particulars known to MINATOM regarding initial and subsequent arrangements of uranium between the Russian Federation and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of

information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Russian Federation origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and MINATOM will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that the Russian Federation and its related parties did not actively participate in the arrangement, the Department will request consultations with the Russian Federation to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and the Russian Federation, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that the Russian Federation actively participated in the arrangement, the volume of such arrangement will be counted against the export limits for the Russian Federation in effect at such time or, to the extent the Russian Federation has utilized such export limits, to the next available quota.

F. If the Department of Commerce or Government of the Russian Federation determines that any uranium has been intentionally exported to the United States without the required export certificates, MINATOM shall thereafter prohibit any Russian producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention, impose other penalties as allowed by law, and/or take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing

normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;

2. Existence of any arrangement as defined in Section II.(d) that was not reported to the Department pursuant to Section VII.A.;

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

4. Existence and function of any historical and/or traditional trading patterns among the parties involved;

5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;

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

7. Sequence and timing of the arrangements; and

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

H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium product(s) from the Russian Federation to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VIII. Monitoring

MINATOM and the Department will engage in a mutual exchange of such information as is necessary and appropriate to monitor the

implementation of and compliance with the terms of this Agreement consistent with the Department's statutory and regulatory obligations. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

A. Reporting of Data

Beginning on the effective date of this Agreement, MINATOM shall collect and provide to the Department the information set forth in the agreed format in Appendix B. All such information will be provided to the Department upon official request, but not more than two times a year unless such information is necessary for consultations. Such information will be subject to the verification provision identified in section VIII.C of this Agreement. The Department may disregard any information not submitted in a timely manner or any information which it is unable to verify to its satisfaction.

The Department shall provide semi-annual reports to MINATOM indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

Both governments recognize that the effective monitoring of this Agreement may require that MINATOM provide information additional to that which is identified above. Accordingly, the Department may establish, with MINATOM's assistance, additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to MINATOM of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

MINATOM agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under Section IX.A., the parties to the proceeding may submit written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. MINATOM and the Department shall hold consultations regarding matters concerning the implementation, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the initial year following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either MINATOM or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either MINATOM or the Department discovers that substantial quantities of uranium product(s) not subject to this Agreement and produced

from Russian ore are being exported to the United States, MINATOM and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Russian uranium, the market price determined under Section IV.C.1. of uranium products remains below U.S. \$13 per pound U_3O_8 equivalent after September 30, 1993, or for any two consecutive periods thereafter, MINATOM and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by MINATOM except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

MINATOM will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement, or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide MINATOM 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section 734(i) of the Act and § 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long-term contracts in the uranium market, subject to the provisions of Section XIII of this Agreement and § 353.25 of the Department's regulations, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Russia shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both MINATOM and the Department will pay particular attention to the requirements for monitoring by MINATOM and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Russia, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under Section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as the Russian Federation has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with § 353.25 of the Department's regulations.

MINATOM may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of MINATOM, the provisions of Section 734 of the Act shall apply.

If the Department has determined that a sufficient amount of time has elapsed between the effective date of this Agreement and the date of termination, the Department will follow the provisions of Sections XIII.(b). or XIII.(c). of this Agreement.

XIII. Conditions

During the underlying investigation, the Department determined that the Russian Federation is a non-market economy country. Because the two governments share an interest in promoting the transformation of the Russian Federation into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Russian uranium industry is a market-oriented industry, or that the Russian Federation is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under section 353.18(i) of the Department's regulations, afford MINATOM a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under § 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, MINATOM does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and MINATOM shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact United States Department of Commerce Assistant Secretary for Import Administration International Trade Administration Washington, DC 20230
Ministry for Atomic Energy Contact Deputy Minister Moscow 109108 Russia

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from the Russian Federation is October 16, 1992.

The English language version of this Suspension Agreement shall be controlling.

Signed on this sixteenth day of October, 1992.

For the Russian Federation Ministry of Atomic Energy.
Vladimir Lukin,
His Excellency Ambassador of the Russian Federation.

For U.S. Department of Commerce.
Alan M. Dunn,
Assistant Secretary for Import Administration.

APPENDIX A: RUSSIAN FEDERATION

Price level (\$)	Quota in millions of pounds U ₃ O ₈
13.00-13.99	0.5
14.00-14.99	0.7
15.00-15.99	1.0
16.00-16.99	1.4
17.00-17.99	2.0
18.00-18.99	3.3
19.00-19.99	3.8
20.00-20.99	4.8
21.00 and up	Unlimited U ₃ O ₈ *

*Russia may only export a quantity of LEU which contains a maximum of 10-12% of the U.S. enrichment market's annual demand under the sum of this quota plus the long-term contract mechanism quota.

Note 1: Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.

Note 2: Quota levels are expressed in millions of pounds of U₃O₈ equivalent as converted by the conversion formulae outlined in the suspension agreement.

Appendix B

In accordance with the established format, MINATOM shall collect and provide to the Department all information necessary to ensure compliance with this Agreement.

MINATOM will collect and maintain sales data to the United States and to countries other than the United States on a continuous basis and in the following agreed formats. MINATOM will provide a narrative explanation to substantiate all data collected in accordance with the following formats. MINATOM will also collect and provide data on the total quantity of home market sales, expressed in the units of measure sold. Unless such information is necessary for consultations, MINATOM will provide the information to the Department not more than two times a year. Unless otherwise specified in the official request, the information provided shall cover all sales for the six-month period identified in the official request. In response to an official request from the Department, MINATOM will provide the Department within 30 days all such information, unless otherwise mutually agreed.

Report of Inventories

Report, by location, the inventories held by the Russian Federation in the United States and imported into the United States between the period

beginning March 5, 1992, through the effective date of the agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U₃O₈, Kilograms U, etc.) and in pounds U₃O₈ equivalent.
2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.
3. Titled Party: Name and address of party who legally has title to the merchandise.
4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.
5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.
6. Date of Original Export: Date of export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
8. Original Importer: Name and address.
9. Original Exporter: Name and address.
10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Complete Description of Merchandise: Include lot numbers and other available identifying of documentation.
4. Quantity: Indicate units of measure sold and/or entered e.g., pounds U₃O₈, Kilograms U, etc.
5. Total Sales Value: Indicate currency used.
6. Unit Price: Indicate currency used.
7. Date of Sale: The date all terms of order are confirmed.
8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
9. Date of Export: Date the export certificate is endorsed.
10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
11. Importer of Record: Name and address.
12. Customer: Name and address.
13. Customer Relationship: Indicate whether related or unrelated.
14. Final Destination: Name and address of location for consumption in the United States, if known.
15. Other: i.e., used as collateral, will be re-exported, etc.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U_3O_8 , Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sale Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed or the date as indicated in the bill-of-lading or a comparable transportation document.
7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record: Name and address.
9. Customer: Name and address.
10. Customer Relationship: India whether related or unrelated.
11. Final Destination: Name and address of location for consumption, if known.
12. Other: i.e., used as collateral, will be re-exported, etc.

Appendix C—Russian Federation

Proprietary Document, Public Version.
(No text in Public Version.)

Agreement Suspending the Antidumping Investigation on Uranium from the Republic of Tajikistan

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and the Republic of Tajikistan, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) (the "Act"), the United States Department of Commerce ("the Department") and the Government of Tajikistan into this suspension agreement ("the Agreement").

The Department 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 uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from Tajikistan subject to the terms and provisions set

forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

I. Basis for the Agreement

In order to prevent the suppression or undercutting of price levels of United States domestic uranium, the Government of Tajikistan will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in Tajikistan subject to the terms and provisions set forth below.

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U_3O_8 equivalents are calculated using the following formulas:

- Measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925.
- U_3O_8 is converted to U content by multiplying by 0.84799.
- 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8 .
- 1 Kg U in UF_6 = 2.61283 lbs. U_3O_8 equivalent.
- 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent.

(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding—means any interested party, within the meaning of § 353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Exports—means arrangements as defined in section IV.F. of this Agreement and exports from Tajikistan through one or more third countries, whether or not such export is sold in one or more third country prior to importation into the United States.

III. Product Coverage

The merchandise covered by this Agreement are the following products from Tajikistan:

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U^{235} and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium

enriched in U^{235} or compounds of uranium enriched in U^{235} ; and any other forms of uranium within the same class or kind.

Uranium ore from Tajikistan milled into U_3O_8 and/or converted into UF_6 in another country prior to direct and/or indirect importation into the United States is considered uranium from Tajikistan and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U^{235} in another country prior to direct and/or indirect importation into the United States is not considered uranium from Tajikistan and is not subject to the terms of this Agreement.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2612.10.00, 2844.10.20, 2844.20.00, respectively. Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

IV. Export Limits

A. The Government of Tajikistan will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of paragraph E) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1 through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price

information in terms of U.S. dollars per pound U_3O_8 obtained from the following sources:

Spot Market Price: The Uranium Price Information System Spot Price (UPIS SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

Long-term Contract Price: The simple average of the UPIS Base Price and the long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submitter agrees to permit verification. All information from the identified sources will be subject to review by the Department on the basis of information available from other sources. Furthermore, during the life of this Agreement, the Department can, as appropriate, select alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department will give parties at least 30 days' notice of its decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price the Department will rely on price information from the identified sources covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 16, 1992 through March 31, 1993) the Department will utilize price information relating to the period of April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the

Department will utilize price information relating to the period October 16, 1992 through March 1, 1993.

The quota level announced on October 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Tajikistan during the six-month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Tajikistan during the six-month period beginning on April 1 and ending on the following September 30.

2. Except as provided in paragraph 3 below, multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract. If such multi-year contracts specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract is entered into, annual deliveries under such contracts will be applied against the annual quotas in effect at the time of delivery, but may be made in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding paragraph 2, multi-year contracts entered into after the effective date of this Agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract endorsement, provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

D. For the first 90 days after the effective date of this Agreement, products exported from Tajikistan shall be admitted to the United States without an export license and certificate issued by the Government of Tajikistan specifically for export to the United States after the date of this Agreement only upon notification to the Department by the individual who signed this agreement or his/her successor.

The volume of such imports will be counted towards the export limit for the covered products for the first period.

The volume of such imports shall be determined in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Tajikistani-origin uranium, currently held by Tajikistan in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination) through the effective date of this Agreement will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued by the Government of Tajikistan. A request for a license and certificate under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation), and the quantity expressed in original units and in pounds of U_3O_8 equivalent.

Any amounts authorized by Tajikistan's issuing an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U_3O_8 equivalent authorized by the Government of Tajikistan as set forth in the license certificate.

In the event that there is a surge of sales of Tajikistan-origin uranium from such inventory currently held in the United States, the Department will decrease the export limits to take into account such sales.

F. Any arrangement involving the exchange, sale, or delivery of uranium products from Tajikistan will be counted towards export limits under this Agreement to the degree it can be shown to have resulted in the sale or delivery in the United States of uranium products from a country other than Tajikistan.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be

increased by the amount of pounds U_3O_8 equivalent re-exported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent exportation.

H. For purposes of permitting processing in the United States of uranium products from Tajikistan, the Government of Tajikistan may issue re-export certificates for import into the United States of Tajikistani uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate be endorsed by Tajikistan for uranium products previously imported into the United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U_3O_8 equivalent per re-export certificate and in no case shall the total volume of uranium products from Tajikistan covered by re-export certificates exceed three million pounds U_3O_8 equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from Tajikistan are not re-exported within 12 months of the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of Tajikistan and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the United States and Tajikistan, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the identified Periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following

period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for Tajikistan vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from Tajikistan during each Relevant Period pursuant to certain pre-existing contracts entered into before March 5, 1992 with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes of this Agreement. The contracts which have been approved will be specifically identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this Section shall in any way restrict sales of Tajikistani-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or the seller's account pursuant to such contract shall be subject to the conditions specified below:

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or to the seller's account under such a preexisting contract through:

- (1) Sales to the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market-neutral manner;
- (2) Sales to a U.S. utility under a contract entered into before March 5, 1992, having fixed price terms, and having been submitted for approval by the Department;
- (3) Sale or delivery to any entity outside the United States, including the shipment of such uranium products to Tajikistan where permissible;
- (4) Sales to any entity in the United States at a price at or above \$13 per lb. U_3O_8 equivalent.

V. Export License/Certificates

A. The Government of Tajikistan will provide export licenses and certificates for all direct or indirect exports to the

United States from Tajikistan of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by the Government of Tajikistan, in accordance with laws of Tajikistan and this Agreement, and will ensure that established export limits are not exceeded.

The Government of Tajikistan shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. The Government of Tajikistan will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Tajikistan of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Tajikistan for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for the Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Period may not be used after September 30 for each subsequent Relevant Period, except that certificates not so used may be used during the first three months of the respective following period, up to a maximum of 15 percent of the export limit for the current period.

D. The Government of Tajikistan will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable

transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U_3O_8 equivalent.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the covered products of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Section IV.D. and IV.H. of this Agreement.

VI Implementation

In order to effectively restrict the volume of exports of uranium to the United States, the Government of Tajikistan agrees to implement the following procedures no later than within 90 days of the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from Tajikistan to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all Tajikistan producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all Tajikistan producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to the Government of Tajikistan subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Tajikistan, and include these same provisions in any subsequent contracts involving uranium purchased from Tajikistan.

VII Anticircumvention

A. The Government of Tajikistan will take all appropriate measures under Tajikistan law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to the

Government of Tajikistan subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Tajikistan. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Tajikistan.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, the Government of Tajikistan will share within 15 days of any request from the U.S. Department of Commerce all particulars regarding initial and subsequent arrangements of uranium between Tajikistan and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Tajikistan origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and the Government of Tajikistan will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that Tajikistan and its related parties did not actively participate in the arrangement, the Department will request consultations with Tajikistan to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and Tajikistan, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that Tajikistan actively participated in the arrangement, the volume of such arrangement will be deducted from the export limits for Tajikistan.

F. If the Department of Commerce or the Government of Tajikistan

determines that any uranium has been intentionally exported to the United States without the required export certificates, the Government of Tajikistan shall: (1) Thereafter prohibit any Tajikistan producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention; (2) impose other penalties as allowed by law; and/or (3) take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangement, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;

2. Existence of any arrangement as defined in Section IV.F. that was not reported to the Department pursuant to Section VIII.A.;

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

4. Existence and function of any historical and/or traditional trading patterns among the parties involved;

5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;

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

7. Sequence and timing of the arrangements;

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

H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium product(s) from Tajikistan to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VIII. Monitoring

The Government of Tajikistan will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement.

Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

The Department of Commerce shall provide semi-annual reports to the Government of Tajikistan indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on the effective date of this Agreement, the Government of Tajikistan shall collect and provide to the Department the information set forth in the agreed format in Appendix B. All such information will be provided to the Department on a semi-annual basis on March 1 and September 1 of each calendar year, or upon request. Such information will be subject to the verification provision identified in section VIII.C of this Agreement.

The Department 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.

Both governments recognize that the effective monitoring of this Agreement may require that the Government of Tajikistan provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to the Government of Tajikistan of any additional reporting requirements no later than 45 days prior to the period

covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

The Government of Tajikistan agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure that Tajikistan is in full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under paragraph VIII. A., the parties to the proceeding may submit written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. The Government of Tajikistan and the Department shall hold consultations regarding matters concerning the implementation, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the twelve months following the signing of the Agreement, consultations will be held semi-annually. Additionally consultations may be held at any other time upon request of either the Government of Tajikistan or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either the Government of Tajikistan or the Department discovers that substantial quantities of enriched uranium product(s) not subject to this Agreement and produced from Tajikistan ore are being exported to the United States, the Government of Tajikistan and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining the Agreement.

C. If, for reasons unrelated to sales of Tajikistan uranium, the market price of uranium products remains below U.S. \$13 per pound U₃O₈ equivalent for three consecutive observation periods after January 1, 1993, the Government of Tajikistan and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

D. If, at any time during the life of this Agreement, Tajikistan chooses to re-open any of its uranium mines and begin production of uranium, or the Government of Tajikistan can demonstrate that it holds any inventories of uranium previously mined in Tajikistan, the Government of Tajikistan and the Department will hold consultations to discuss whether any adjustment should be made to this Agreement, and the Department will conduct an appropriate review to permit a decision on whether to establish a quota for Tajikistan and, if so, at what level of imports.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by the Government of Tajikistan except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

The Government of Tajikistan will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Tajikistan 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section 734(l) of the Act and 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long-term contracts in the uranium market, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Tajikistan shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both the Government of Tajikistan and the Department will pay particular attention to the requirements for monitoring by the Government of Tajikistan and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Tajikistan, as identified and discussed

during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as Tajikistan has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with § 353.25 of the Department's regulations.

The Government of Tajikistan may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Tajikistan, the provisions of Section 734 of the Act shall apply.

If the Department has determined that a sufficient amount of time has elapsed, the Department will follow the provisions of Sections XIII.B. and XIII.C. of this Agreement.

XIII. Conditions

During the underlying investigation, the Department determined that Tajikistan is a non-market economy country. Because the two governments share an interest in promoting the transformation of Tajikistan into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Tajikistan uranium industry is a market-oriented industry, or that Tajikistan is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under § 353.18(i) of the Department's regulations, afford the Government of Tajikistan a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under § 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, the Government of Tajikistan does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact

United States Department of Commerce,
Assistant Secretary for Import
Administration, International Trade
Administration, Washington, DC 20230.

Government of Tajikistan Contact

(to be filled)

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from Tajikistan: October 16, 1992.

Signed on this sixteenth day of October 1992.

For the Government of Tajikistan.

Peter Suchman.

Yuri V. Nesperov,

General Director, Eastern Combine of Rare Metals.

For U.S. Department of Commerce.

Alan M. Dunn,

Assistant Secretary for Import
Administration.

APPENDIX A: TAJIKISTAN

Price level	Quota in Millions of pounds U ₃ O ₈
\$13.00-13.99	
\$14.00-14.99	
\$15.00-15.99	
\$16.00-16.99	
\$17.00-17.99	
\$18.00-18.99	
\$19.00-19.99	
\$20.00-20.99	
\$21.00 and up	

NOTE 1: Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.

NOTE 2: Quota levels are expressed in millions of pounds of U₃O₈ equivalent as converted by the conversion formulae outlined in the suspension agreement.

Appendix B

In accordance with the established format, the Government of Tajikistan shall collect and provide to the

Department all information necessary to ensure compliance with this Agreement.

The Government of Tajikistan will collect and maintain sales data to the United States, in the home market, and to countries other than the United States, on a continuous basis and provide the prescribed information to the Department on March 1, 1993 or upon request, for the period beginning on the effective date of this Agreement and ending January 31, 1993. For the period beginning February 1, 1993, and ending July 31, 1993, the Government of Tajikistan will provide the prescribed information on September 1, 1993 or upon request.

All subsequent information for the periods February 1 through July 31, and August 1 through January 31, will be provided to the Department on a semi-annual basis on March 1 and September 1 respectively of each subsequent calendar year, or upon request.

The Government of Tajikistan will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

Report of Inventories

Report, by location, the inventories held by Tajikistan in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U_3O_8 , Kilograms U, etc.) and in pounds U_3O_8 equivalent.
2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.
3. Titled Party: Name and address of party who legally has title to the merchandise.
4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.
5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.
6. Date of Original Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
8. Original Importer: Name and address.
9. Original Exporter: Name and address.
10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.

2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Complete description of Merchandise: Include lot numbers and other available identifying of documentation.
4. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U_3O_8 , Kilograms U, etc.
5. Total Sales Value: Indicate currency used.
6. Unit Price: Indicate currency used.
7. Date of Sale: The date all terms of order are confirmed.
8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
9. Date of Export: Date the export certificate is endorsed.
10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
11. Importer of Record: Name and address.
12. Customer: Name and address.
13. Customer Relationship: Indicate whether related or unrelated.
14. Final Destination: Name and address of location for consumption in the United States.
15. Other: i.e., used as collateral, will be re-exported, etc.

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.
2. Quantity: Indicate units of measure sold, e.g., pounds U_3O_8 , Kilograms U, etc.
3. Date of Sale: Date all terms of order are confirmed.
4. Delivery Date: Date the merchandise was delivered to the customer.
5. Customer: Name and address.
6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U_3O_8 , Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record: Name and address.

9. Customer: Name and address.
10. Customer Relationship: Indicate whether related or unrelated.
11. Final Destination: Name and address of location for consumption.
12. Other: i.e., used as collateral, will be re-exported, etc.

Appendix C

Note: Appendix C to this Agreement does not exist.

Agreement Suspending the Antidumping Investigation on Uranium From Ukraine

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and Ukraine, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) (the "Act"), the United States Department of Commerce ("the Department") and the Government of Ukraine enter into this suspension agreement ("the Agreement").

The Department 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 uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from Ukraine, subject to the terms and provisions set forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

I. Basis for the Agreement

In order to prevent the suppression or undercutting of price levels of United States domestic uranium, the Government of Ukraine will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in Ukraine subject to the terms and provisions set forth below.

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U_3O_8 equivalents are calculated using the following formulas:

• Measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925.

• U_3O_8 is converted to U content by multiplying by 0.84799.

• 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8 .

• 1 Kg U in UF_6 = 2.61283 lbs. U_3O_8 equivalent.

• 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent.

(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding—means any interested party, within the meaning of § 353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Exports—means arrangements as defined in section IV.F. of this Agreement and exports from Ukraine through one or more third countries, whether or not such export is sold in one or more third country prior to importation into the United States.

III. Product Coverage

The merchandise covered by this Agreement are the following products from Ukraine:

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermet), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U^{235} and its compounds; alloys, dispersions (including cermet), ceramic products, and mixtures containing uranium enriched in U^{235} or compounds of uranium enriched in U^{235} ; and any other forms of uranium within the same class or kind.

Uranium ore from Ukraine milled into U_3O_8 and/or converted into UF_6 in another country prior to direct and/or indirect importation into the United States is considered uranium from Ukraine and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U^{235} in another country prior to direct and/or indirect importation into the United States is not considered uranium from Ukraine and is not subject to the terms of this Agreement.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2612.10.00,

2844.10.20, 2844.20.00, respectively.

Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

IV. Export Limits

A. The Government of Ukraine will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of paragraph E) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1 through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price information in terms of U.S. dollars per pound U_3O_8 obtained from the following sources:

Spot Market Price: The Uranium Price Information System Spot Price (UPIS SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

Long-term Contract Price: The simple average of the UPIS Base Price and long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submitter agrees to permit verification.

All information from the identified sources will be subject to review by the Department on the basis of information available from other sources.

Furthermore, during the life of the Agreement, the Department can, as appropriate, select alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department will give parties at least 30 days' notice of its decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price the Department will rely on price information from the identified sources covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 16, 1992 through March 31, 1993) the Department will utilize price information relating to the period April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the Department will utilize price information relating to the period October 16, 1992 through March 1, 1993.

The quota level announced on October 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Ukraine during the six month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Ukraine during the six month

period beginning on April 1 and ending on the following September 30.

2. Except as provided in paragraph 3 below, multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as the date of contract. If such multi-year contracts specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract is entered into, annual deliveries under such contracts will be applied against the annual quotas in effect at the time of delivery, but may in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding paragraph 2, multi-year contracts entered into after the effective date of this Agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract endorsement, provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

D. For the first 90 days after the effective date of this Agreement, products exported from Ukraine shall be admitted to the United States without an export license and certificate issued by the Government of Ukraine specifically for export to the United States after the date of this Agreement only upon notification to the Department by the individual who signed this Agreement or by his or her designated successor.

The volume of such imports will be counted towards the export limit for the covered products for the first period.

The volume of such imports shall be determined in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Ukrainian-origin uranium, currently held by Ukraine in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination) through the effective date of this Agreement will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued by the Government of Ukraine. A request for a license and certificate

under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation), and the quantity expressed in original units and in pounds of U_3O_8 equivalent.

Any amounts authorized by Ukraine's issuing an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U_3O_8 equivalent authorized by the Government of Ukraine as set forth in the license certificate.

In the event that there is a surge of sales of Ukrainian-origin uranium from such inventory currently held in the United States, the Department will decrease the export limits to take into account such sales.

F. Any arrangement involving the exchange, sale, or delivery of uranium products from Ukraine will be counted towards export limits under this Agreement to the degree it can be shown to have resulted in the sale or delivery in the United States of uranium products from a country other than Ukraine.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be increased by the amount of pounds U_3O_8 equivalent re-exported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent exportation.

H. For purposes of permitting processing in the United States of uranium products from Ukraine, the Government of Ukraine may issue re-export certificates for import into the United States of Ukrainian uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate be endorsed by the Government of Ukraine for uranium products previously imported into the

United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U_3O_8 equivalent per re-export certificate and in no case shall the total volume of uranium products from Ukraine covered by re-export certificates exceed three million pounds U_3O_8 equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from Ukraine are not re-exported within 12 months of the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of Ukraine and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the United States and Ukraine, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the identified periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for Ukraine vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from Ukraine during each Relevant Period pursuant to certain pre-existing contracts entered into before March 5, 1992 with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes

of this Agreement. The contracts which have been approved will be identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this Section shall in any way restrict sales of Ukrainian-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or the seller's account pursuant to such contract, shall be subject to the conditions specified below:

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or the seller's account under such pre-existing contract, through:

(1) Sales of the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market-neutral manner;

(2) Sales to a U.S. utility under a contract entered into before March 5, 1992, having fixed price terms, and having been submitted for approval by the Department;

(3) Sale or delivery to any entity outside the United States, including the shipment of such uranium products to Ukraine where permissible;

(4) Sales to any entity in the United States at a price at or above \$13 per lb. U_3O_8 equivalent.

V. Export License/Certificates

A. The Government of Ukraine will provide export licenses and certificates for all direct or indirect exports to the United States from Ukraine of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by the Government of Ukraine, in accordance with Ukrainian laws, and this Agreement, and will ensure that established export limits are not exceeded.

The Government of Ukraine shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. The Government of Ukraine will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Ukraine of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Ukraine for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for the Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Period may not be used after September 30 for each subsequent Relevant Period, except that certificates not so used may be used during the first three months of the respective following period, up to a maximum of 15 percent of the export limit for the current period.

D. The Government of Ukraine will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U_3O_8 equivalent.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the covered products of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Sections IV.D. and IV.H. of this Agreement.

VI. Implementation

In order to effectively restrict the volume of exports of uranium to the

United States, the Government of Ukraine agrees to implement the following procedures no later than within 90 days of the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from Ukraine to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all Ukrainian producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all Ukrainian producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to the Government of Ukraine subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Ukraine, and include these same provisions in any subsequent contracts involving uranium purchased from Ukraine.

VII. Anticircumvention

A. The Government of Ukraine will take all appropriate measures under Ukrainian law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to the Government of Ukraine subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Ukraine. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Ukraine.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, the Government of Ukraine will share within 15 days of any request from the U.S. Department of Commerce all particulars regarding initial and subsequent arrangements of uranium between Ukraine and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements

circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Ukrainian origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and the Government of Ukraine will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that Ukraine and its related parties did not actively participate in the arrangement, the Department will request consultations with the Government of Ukraine to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and the Government of Ukraine, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that Ukraine actively participated in the arrangement, the volume of such arrangement will be deducted from the export limits for Ukraine.

F. If the Department of Commerce or the Government of Ukraine determines that any uranium has been intentionally exported to the United States without the required export certificates, the Government of Ukraine shall: (1) Thereafter prohibit any Ukrainian producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention; (2) impose other penalties as allowed by law; and/or (3) take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;

2. Existence of any arrangement as defined in Section IV.F. that was not reported to the Department pursuant to Section VIII.A.;

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

4. Existence and function of any historical and/or traditional trading patterns among the parties involved;

5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;

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

7. Sequence and timing of the arrangements;

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

H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium products(s), without physical transfer. These may include exchange of ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium products(s) from Ukraine to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VIII. Monitoring

The Government of Ukraine will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

The Department of Commerce shall provide semi-annual reports to the Government of Ukraine indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on the effective date of this Agreement, the Government of Ukraine shall collect and provide to the Department the information set forth, in the agreed format in Appendix B. All such information will be provided to the Department on a semi-annual basis on March 1 and September 1 of each calendar year, or upon request. Such information will be subject to the verification provision identified in section VIII.C of this Agreement.

The Department 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.

Both governments recognize that the effective monitoring of this Agreement may require that the Government of Ukraine provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to the Government of Ukraine of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

The Government of Ukraine agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure that Ukraine is in full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under paragraph VIII. A., the parties to the proceeding may submit written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. The Government of Ukraine and the Department shall hold consultations regarding matters concerning the implementation, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the twelve months following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either the Government of Ukraine or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either the Government of Ukraine or the Department discovers that substantial quantities of enriched uranium product(s) not subject to this Agreement and produced from Ukrainian ore are being exported to the United States, the Government of

Ukraine and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Ukrainian uranium, the market price of uranium products remains below U.S. \$13 per pound U_3O_8 equivalent for three consecutive observation periods after January 1, 1993, the Government of Ukraine and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by the Government of Ukraine except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

The Government of Ukraine will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement or an indication the Agreement no longer meets the requirements of section 734(i) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Ukraine 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section 734(i) of the Act and § 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long-term contracts in the uranium market, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Ukraine shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both the Government of Ukraine and the Department will pay particular attention to the requirements for monitoring by the Government of Ukraine and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Ukraine, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002 as long as the Government of Ukraine has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with § 353.25 of the Department's regulations.

The Government of Ukraine may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Ukraine, the provisions of Section 734 of the Act shall apply.

If the Department has determined that a sufficient amount of time has elapsed, the Department will follow the provisions of Sections XIII.(b) or XIII.(c) of this Agreement.

XIII. Conditions

During the underlying investigation, the Department determined that Ukraine is a non-market economy country. Because the two governments share an interest in promoting the transformation of the Government of Ukraine into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Ukrainian uranium industry is a market-oriented industry, or that the Government of Ukraine is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under § 353.18(i) of the Department's regulations, afford the Government of Ukraine a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under § 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, the Government of Ukraine does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value of that such sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact

United States Department of Commerce,
Assistant Secretary for Import
Administration, International Trade
Administration, Washington, DC 20230.

Government of Ukraine Contact

Science/Production Enterprise Vostgok.

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from Ukraine, October 16, 1992.

Signed on this sixteenth day of October, 1992.

For the Government of Ukraine.
Nikolai Ganza,
General Director, Scientific/Production
Enterprise Vostgok.

For U.S. Department of Commerce.
Alan M. Dunn,
Assistant Secretary for Import
Administration.

APPENDIX A: UKRAINE

Price level	Quota in millions of pounds U ₃ O ₈
\$13.00-13.99.....	0.4
14.00-14.99.....	0.4
15.00-15.99.....	0.5
16.00-16.99.....	0.5
17.00-17.99.....	0.7
18.00-18.99.....	0.7
19.00-19.99.....	0.9
20.00-20.99.....	1.0
21.00 and up.....	Unlimited U ₃ O ₈

NOTE 1: Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.

NOTE 2: Quota levels are expressed in millions of pounds of U₃O₈ equivalent as converted by the conversion formulae outlined in the suspension agreement.

Appendix B

In accordance with the established format, the Government of Ukraine shall collect and provide to the Department all information necessary to ensure compliance with this Agreement. To the extent that domestic purchasers are precluded from exporting uranium by national law, sales to such purchasers need not be reported. If such national law is changed so that exports by domestic purchasers is permitted, sales to domestic purchasers will be reported.

The Government of Ukraine will collect and maintain sales data to the United States, in the home market, and to countries other than the United States, on a continuous basis and provide the prescribed information to the Department on March 1, 1993 or upon request, for the period beginning on the effective date of this Agreement and ending January 31, 1993. For the period beginning February 1, 1993, and ending July 31, 1993, the Government of Ukraine will provide the prescribed information on September 1, 1993 or upon request.

All subsequent information for the periods February 1 through July 31, and August 1 through January 31, will be provided to the Department on a semi-annual basis on March 1 and September 1 respectively of each subsequent calendar year, or upon request.

The Government of Ukraine will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

Report of Inventories

Report, by location, the inventories held by Ukraine in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U₃O₈, Kilograms U, etc.) and in pounds U₃O₈ equivalent.
2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.
3. Titled Party: Name and address of party who legally has title to the merchandise.
4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.
5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.
6. Date of Original Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
8. Original Importer: Name and address.
9. Original Exporter: Name and address.
10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Complete Description of Merchandise: Include lot numbers and other available identifying of documentation.
4. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.
5. Total Sales Value: Indicate currency used.
6. Unit Price: Indicate currency used.
7. Date of Sale: The date all terms of order are confirmed.
8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
9. Date of Export: Date the export certificate is endorsed.
10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
11. Importer of Record: Name and address.
12. Customer: Name and address.
13. Customer Relationship: Indicate whether related or unrelated.

14. Final Destination: Name and address of location for consumption in the United States.
15. Other: *i.e.*, used as collateral, will be re-exported, etc.

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.
2. Quantity: Indicate units of measure sold, *e.g.*, pounds U_3O_8 , Kilograms U, etc.
3. Date of Sale: Date all terms of order are confirmed.
4. Delivery Date: Date the merchandise was delivered to the customer.
5. Customer: Name and address.
6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, *e.g.*, pounds U_3O_8 , Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
8. Importer of Record: Name and address.
9. Customer: Name and address.
10. Customer Relationship: Indicate whether related or unrelated.
11. Final Destination: Name and address of location for consumption.
12. Other: *i.e.*, used as collateral, will be re-exported, etc.

Appendix C—Ukraine

Proprietary Document, Public Version.
(No Text in Public Version.)

Agreement Suspending the Antidumping Investigation on Uranium From Uzbekistan

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and Uzbekistan, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c) (the "Act"), the United States Department of Commerce ("the

Department") and the Government of Uzbekistan enter into this suspension agreement ("the Agreement").

The Department 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 uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from Uzbekistan, subject to the terms and provisions set forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

I. Basis for the Agreement

In order to prevent the suspension or undercutting of price levels of United States domestic uranium, the Government of Uzbekistan will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in Uzbekistan subject to the terms and provisions set forth below.

II. Definitions

For purpose of this Agreement, the following definitions apply:

(a) Pounds U_3O_8 equivalents are calculated using the following formulas:

- Measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925.
- U_3O_8 is converted to U content by multiplying by 0.84799.
- 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8 .
- 1 Kg U in UF_6 = 2.161283 lbs. U_3O_8 equivalent.
- 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent.

(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding—means any interested party, within the meaning of § 353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Exports—means arrangements as defined in section IV.F. of this Agreement and exports from Uzbekistan through one or more third countries, whether or not such export is sold in one or more third countries prior to importation into the United States.

III. Product Coverage

The merchandise covered by this Agreement are the following products from Uzbekistan:

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U^{235} and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U^{235} or compounds of uranium enriched in U^{235} ; and any other forms of uranium within the same class or kind.

Uranium ore from Uzbekistan milled into U_3O_8 and/or converted into UF_6 in another country prior to direct and/or indirect importation into the United States is considered uranium from Uzbekistan and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U^{235} in another country prior to direct and/or indirect importation into the United States is not considered uranium from Uzbekistan and is not subject to the terms of this Agreement.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2612.10.00, 2844.10.20, 2844.20.00, respectively. Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

IV. Export Limits

A. The Government of Uzbekistan will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of paragraph E) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1, through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price information in terms of U.S. dollars per pound U_3O_8 obtained from the following sources:

Spot Market Price: The Uranium Price Information System Spot Price (UPIS SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

Long-term Contract Price: The simple average of the UPIS Base Price and the long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submitter agrees to permit verification.

All such information from the identified sources will be subject to review by the Department on the basis of information available from other sources. Furthermore, during the life of the Agreement, the Department can, as appropriate, select alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department will give parties at least 30 days notice of its decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price the Department will rely on price information from the identified sources

covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 16, 1992 through March 31, 1993) the Department will utilize price information relating to the period April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the Department will utilize price information relating to the period October 16, 1992 through March 1, 1993.

The quota level announced on October 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Uzbekistan during the six-month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U_3O_8 equivalent, that may be exported to the United States in any form from Uzbekistan during the six-month period beginning on April 1 and ending on the following September 30.

2. Except as provided in paragraph 3 below, multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract. If such multi-year contracts specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract is entered into, annual deliveries under such contracts will be applied against the annual quotas in effect at the time of delivery, but may be made in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding paragraph 2, multi-year contracts entered into after the effective date of this Agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract, provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such

conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

D. For the first 90 days after the effective date of this Agreement, products exported from Uzbekistan shall be admitted to the United States without an export license and certificate issued by the Government of Uzbekistan specifically for export to the United States after the date of this Agreement upon notification to the Department by the individual who signed this Agreement or his/her designated successor.

The volume of such imports will be counted towards the export limit for the covered products for the first identified period.

The volume of such imports shall be determined in terms of pounds U_3O_8 equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Uzbek-origin uranium, currently held by Uzbekistan in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination) through the effective date of this Agreement will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued by the Government of Uzbekistan. A request for a license and certificate under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation), and the quantity expressed in original units and in pounds of U_3O_8 equivalent.

Any amounts authorized by Uzbekistan's issuing an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U_3O_8 equivalent authorized by Uzbekistan as set forth in the license certificate.

In the event that there is a surge of sales of Uzbek-origin uranium from such inventory currently held in the United States, the Department will decrease the

export limits to take into account such sales.

F. Any arrangement involving the exchange, sale, or delivery of uranium products from Uzbekistan will be counted towards export limits under this Agreement to the degree it can be shown to have resulted in the sale or delivery in the United States of uranium products from a country other than Uzbekistan.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be increased by the amount of pounds U_3O_8 equivalent re-exported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent exportation.

H. For purposes of permitting processing in the United States of uranium products from Uzbekistan, the Government of Uzbekistan may issue re-export certificates for import into the United States of Uzbek uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate endorsed by Uzbekistan for uranium products previously imported into the United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U_3O_8 equivalent per re-export certificate and in no case shall the total volume of uranium products from Uzbekistan covered by re-export certificates exceed three million pounds U_3O_8 equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from Uzbekistan are not re-exported within 12 months of the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of Uzbekistan and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the

United States and Uzbekistan, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the identified Periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for Uzbekistan vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from Uzbekistan during each Relevant Period pursuant to certain pre-existing contracts entered into before March 5, 1992 with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes of this Agreement. The contracts which have been approved will be specifically identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this section shall in any way restrict sales of Uzbek-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or the seller's account pursuant to such contract, shall be subject to the conditions specified below:

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or to the seller's account under such a pre-existing contract, through:

(1) Sales to the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market-neutral manner;

(2) Sales to a U.S. utility under a contract entered into before March 5,

1992, having fixed price terms, and having been submitted for approval by the Department;

(3) Sale or delivery to any entity outside the United States, including the shipment of such uranium products to Uzbekistan where permissible;

(4) Sales to any entity in the United States at a price at or above \$13 per lb. U_3O_8 equivalent.

V. Export License/Certificates

A. The Government of Uzbekistan will provide export licenses and certificates for all direct or indirect exports to the United States from Uzbekistan of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by the Government of Uzbekistan, in accordance with laws of Uzbekistan, and this Agreement, and will ensure that established export limits are not exceeded.

The Government of Uzbekistan shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. The Government of Uzbekistan will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Uzbekistan of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Uzbekistan for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Periods, may not be used after October 31 for each subsequent year, except that certificates not so used may

be used during the first three months of the respective following period, up to a maximum of 15 percent of the export limit for the current period.

D. The Government of Uzbekistan will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U_3O_8 equivalent.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the covered products of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Section IV.D. and IV.H. of this Agreement.

VI. Implementation

In order to effectively restrict the volume of exports of uranium to the United States, the Government of Uzbekistan agrees to implement the following procedures no later than within 90 days of the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from Uzbekistan to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all Uzbek producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all Uzbek producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to Uzbekistan subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Uzbekistan, and include these same provisions in any

subsequent contracts involving uranium purchased from Uzbekistan.

VII. Anticircumvention

A. The Government of Uzbekistan will take all appropriate measures under Uzbek law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to Uzbekistan subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Uzbekistan. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Uzbekistan.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, the Government of Uzbekistan will share within 15 days of any request from the U.S. Department of Commerce all particulars regarding initial and subsequent arrangements of uranium between Uzbekistan and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Uzbek origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and the Government of Uzbekistan will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that Uzbekistan and its related parties did not actively participate in the arrangement, the Department will request consultations

with Uzbekistan to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and Uzbekistan, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that Uzbekistan actively participated in the arrangement, the volume of such arrangement will be deducted from the export limits for Uzbekistan.

F. If the Department of Commerce or Government of Uzbekistan determines that an uranium has been intentionally exported to the United States without the required export certificates, Uzbekistan shall: (1) Thereafter prohibit any Uzbekistan producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention; (2) impose other penalties as allowed by law; and/or (3) take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;
 2. Existence of any arrangement as defined in Section IV.F. that was not reported to the Department pursuant to Section VIII.A.;
 3. Existence and function of any subsidiaries or affiliates of the parties involved;
 4. Existence and function of any historical and/or traditional trading patterns among the parties involved;
 5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;
 6. Existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for merchandise delivered or swapped by another party;
 7. Sequence and timing of the arrangements;
 8. Any other information relevant to the transaction or circumstances.
- H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of

ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium product(s) from Uzbekistan to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

1. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VII. Monitoring

The Government of Uzbekistan will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

The Department of Commerce shall provide semi-annual reports to the Government of Uzbekistan indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on the effective date of this Agreement, the Government of Uzbekistan shall collect and provide to the Department the information set forth, in the agreed format in Appendix B. All such information will be provided to the Department on a semi-annual basis on March 1 and September 1 of each calendar year, or upon request. Such information will be subject to the verification provision identified in section VIII.C of this Agreement.

The Department 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.

Both governments recognize that the effective monitoring of this Agreement may require that Uzbekistan provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to the Government of Uzbekistan of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 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, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

The Government of Uzbekistan agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure that Uzbekistan is in full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under paragraph VIII. A., the parties to the proceeding may submit

written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the proceeding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. The Government of Uzbekistan and the Department shall hold consultations regarding matters concerning the implementations, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the 12 months following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either the Government of Uzbekistan or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either Uzbekistan or the Department discovers that substantial quantities of enriched uranium product(s) not subject to this Agreement and produced from Uzbek ore are being exported to the United States, Uzbekistan and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Uzbek uranium, the market price of uranium products remains below U.S. \$13 per pound U₃O₈ equivalent for three consecutive observation periods after January 1, 1993, the Government of Uzbekistan and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by the Government of Uzbekistan except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

The Government of Uzbekistan will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement

or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Uzbekistan 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section, 734(i) of the Act and 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long-term contracts in the uranium market, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Uzbekistan shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both the Government of Uzbekistan and the Department will pay particular attention to the requirements for monitoring by Uzbekistan and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Uzbekistan, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in

Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as Uzbekistan has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with Section 353.25 of the Department's regulations.

The Government of Uzbekistan may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Uzbekistan, the provisions of Section 734 of the Act shall apply.

If the Department has determined that if a sufficient amount of time has elapsed, the Department will follow the provisions of Sections XIII.B. or XIII.C. of this Agreement.

XIII. Conditions

During the underlying investigation, the Department determined that Uzbekistan is a non-market economy country. Because the two governments share an interest in promoting the transformation of Uzbekistan into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Uzbek uranium industry is a market-oriented industry, or that Uzbekistan is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under § 353.18(i) of the Department's regulations, afford the Government of Uzbekistan a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under § 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, the Government of Uzbekistan does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such

sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact

United States Department of Commerce,
Assistant Secretary for Import
Administration, International Trade
Administration, Washington, DC 20230.

Government of Uzbekistan

Nicolay I. Kuchersky, President,
Kyzylkumzoloto Concern, 706800 Navoi-2,
Republic of Uzbekistan.
Carolyn B. Lamm, Esq., White & Case, 1747
Pennsylvania Avenue, NW., Washington,
DC 20006.

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from Uzbekistan, October 16, 1992.

Signed on this sixteenth day of October, 1992.

For the Government of Uzbekistan.

Nicolay I. Kuchersky.

Muhammed-Babur M. Malikov.

For U.S. Department of Commerce.

Alan M. Dunn.

Assistant Secretary for Import
Administration.

APPENDIX A: UZBEKISTAN

Price level	Quota in millions of pounds U ₃ O ₈
\$13.00-13.99.....	1.0
14.00-14.99.....	1.2
15.00-15.99.....	1.4
16.00-16.99.....	1.8
17.00-17.99.....	2.5
18.00-18.99.....	3.5
19.00-19.99.....	4.0
20.00-20.99.....	5.0
21.00 and up.....	Unlimited U ₃ O ₈

Note 1: Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.

Note 2: Quota levels are expressed in millions of pounds of U₃O₈ equivalent as converted by the conversion formulae outlined in the suspension agreement.

Appendix B

In accordance with the established format, the Government of Uzbekistan shall collect and provide to the Department all information necessary to ensure compliance with this Agreement.

The Government of Uzbekistan will collect and maintain sales data to the United States, in the home market, and to countries other than the United

States, on a continuous basis and provide the prescribed information to the Department on March 1, 1993 or upon request, for the period beginning on the effective date of this Agreement and ending January 31, 1993. For the period beginning February 1, 1993, and ending July 31, 1993, the Government of Uzbekistan will provide the prescribed information on September 1, 1993 or upon request.

All subsequent information for the periods February 1 through July 31, and August 1 through January 31, will be provided to the Department on a semi-annual basis on March 1 and September 1 respectively of each subsequent calendar year, or upon requests.

The Government of Uzbekistan will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

Report of Inventories

Report, by location, the inventories held by Uzbekistan in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U₃O₈, Kilograms U, etc.) and in pounds U₃O₈ equivalent.
2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.
3. Titled Party: Name and address of party who legally has title to the merchandise.
4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.
5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.
6. Date of Original Export: Date the export certificate is endorsed.

7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
8. Original Importer: Name and address.
9. Original Exporter: Name and address.
10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Complete Description of Merchandise: Include lot numbers and other available identifying of documentation.
4. Quantity: Indicate units of measure sold and/or entered, e.g. pounds U₃O₈, Kilograms U, etc.
5. Total Sales Value: Indicate currency used.
6. Unit Price: Indicate currency used.
7. Date of Sale: The date all terms of order are confirmed.
8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
9. Date of Export: Date the export certificate is endorsed.
10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
11. Importer of Record: Name and address.
12. Customer: Name and address.
13. Customer Relationship: Indicate whether related or unrelated.
14. Final Destination: Name and address of location for consumption in the United States.
15. Other: i.e., used as collateral, will be re-exported, etc.

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.
2. Quantity: Indicate, units of measure sold, e.g., pounds U₃O₈, Kilograms U, etc.
3. Date of Sale: Date all terms of order are confirmed.
4. Delivery Date: Date the merchandise was delivered to the customer.
5. Customer: Name and address.
6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record: Name and address.
9. Customer: Name and address.
10. Customer Relationship: Indicate whether related or unrelated.
11. Final Destination: Name and address of location for consumption.
12. Other: i.e., used as collateral, will be re-exported, etc.

Appendix C—Uzbekistan

Proprietary Document, Public Version.
(No Text in Public Version.)

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