

aberrational. We adjusted the value used in *Coumarin* to reflect inflation through the POR using WPI published by the IMF.

- For direct labor, we used the labor rates reported in the Business International Corporation report *IL&T India*, released November 1993. This source breaks out labor rates between skilled, unskilled, and semi-skilled labor for 1993 and provides information on the number of labor hours worked per week. We adjusted these rates to reflect inflation through the POR using WPI published by the IMF.

- For factory overhead, we used information reported in the September 1994 *Reserve Bank of India Bulletin*. From this information, we were able to determine factory overhead as a percentage of the total surrogate cost of manufacture.

- For selling, general and administrative (SG&A) expenses, we used information obtained from the September 1994 *Reserve Bank of India Bulletin*. We calculated an SG&A rate by dividing SG&A expenses by the cost of manufacture. Since the calculated SG&A expense rate is less than 10 percent of the surrogate cost of manufacture, we used the statutory minimum of 10 percent.

- To calculate a profit rate, we used information obtained from the September 1994 *Reserve Bank of India Bulletin*. We calculated a profit rate by dividing the before-tax profit by the cost of manufacturing plus SG&A. Since the calculated profit rate is less than 8 percent, we used the statutory minimum of 8 percent to calculate profit.

- To value the packing materials, including paper cartons, pallets, wood brackets, steel straps, plastic bags, and adhesive tape, we used import statistics for India obtained from the *Indian Import Statistics*. We adjusted these rates to reflect inflation through the POR using WPI published by the IMF. We adjusted these values to include freight costs incurred between the suppliers and ZWG.

- To value coal, we used per kilogram value obtained from the *Monthly Statistics of Foreign Trade of India*. We adjusted these rates to reflect inflation through the POR using WPI published by the IMF.

- To value electricity, we used the price of electricity for 1993 reported in the *Confederation of Indian Industries Handbook of Statistics*. We adjusted the value of electricity to reflect inflation through the POR using WPI published by the IMF.

- To value water, we used the Asian Development Bank's *Water Utilities Data Book for the Asian and Pacific*

Region, November 1993. We adjusted the value of water to reflect inflation through the POR using WPI published by the IMF.

- To value truck and shipping freight, we used the rates reported in an August 1993 cable from the U.S. Consulate in India submitted for *Lock Washers*. We adjusted the value to reflect inflation through the POR using WPI published by the IMF.

- To value rail freight, we used the price reported in a December 1989 cable from the U.S. Embassy in India submitted for the *Final Results of Antidumping Duty Administrative Review: Shop Towels of Cotton from the People's Republic of China* (56 FR 4040, February 1, 1991). We adjusted the rail freight rates to reflect inflation through the POR using WPI published by the IMF.

Currency Conversion

We made currency conversions in accordance with 19 CFR 353.60(a). Currency conversions were made at the rates certified by the Federal Reserve Bank.

Preliminary Results of the Review

We preliminarily determine that the following dumping margin exists:

Manufacturer/exporter	Time period	Margin (percent)
Zhejiang Wanxin Group Co., Ltd.	10/15/93-09/30/94	22.81

Parties to the proceeding may request disclosure within 5 days of the date of publication of this notice. Any interested party may request a hearing within 10 days of publication. Any hearing, if requested, will be held 44 days after the publication of this notice, or the first workday thereafter.

Interested parties may submit case briefs within 30 days of the date of publication of this notice. Rebuttal briefs, which must be limited to issues raised in the case briefs, may be filed not later than 37 days after the date of publication. The Department will publish a notice of final results of this administrative review, which will include the results of its analysis of issues raised in any such comments.

The Department shall determine, and the Customs Service shall assess, antidumping duties on all appropriate entries. Individual differences between USP and FMV may vary from the percentage stated above. The Department will issue appraisal

instructions directly to the Customs Service.

Furthermore, the following deposit rates will be effective upon publication of the final results of this administrative review for all shipments of HSLWs from the PRC entered, or withdrawn from warehouse, for consumption on or after the publication date, as provided for by section 751(a)(1) of the Act: (1) for ZWG, which has a separate rate, the cash deposit rate will be the company-specific rate established in the final results of this review; (2) for all other PRC exporters, the cash deposit rate will be 128.63 percent, the rate established in the LTFV investigation of this case, the PRC rate; and (3) for non-PRC exporters of subject merchandise from the PRC, the cash deposit rate will be the rate applicable to the PRC supplier of that exporter.

These deposit rates, when imposed, shall remain in effect until publication of the final results of the next administrative review.

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

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

Dated: August 8, 1995.

Susan G. Esserman,
Assistant Secretary for Import Administration.

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[A-570-838]

Honey From the People's Republic of China; Suspension of Investigation

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

ACTION: Notice of suspension of investigation; honey from the People's Republic of China.

SUMMARY: The Department of Commerce (the Department) has suspended the antidumping investigation on honey from the People's Republic of China (PRC). The basis for the suspension is an agreement by the Government of the

PRC to restrict the volume of direct or indirect exports to the United States of honey products from all PRC producers/exporters, thus, preventing the suppression or undercutting of price levels of domestic products by imports of the merchandise under investigation.

EFFECTIVE DATE: August 16, 1995.

FOR FURTHER INFORMATION CONTACT:

James Doyle or Lisa Yarbrough, Office of Agreements Compliance, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue NW., Washington, DC 20230; telephone: (202) 482-3793.

SUPPLEMENTARY INFORMATION:

Case History

On October 24, 1994, the Department initiated an antidumping duty investigation on honey from the PRC based on a petition filed by members of the American Beekeeping Federation and the American Honey Producers Association (59 FR 54434, October 31, 1994) (petitioners). The International Trade Commission issued an affirmative preliminary injury determination on November 25, 1994 (59 FR 60655). On March 20, 1995, the Department preliminarily determined that imports of honey from the PRC are being sold at less than fair value in the United States (60 FR 14725).

On March 16, 1995, the China Chamber of Commerce for Foodstuffs, Native Produce and Animal By-Products Importers and Exporters, (the Chamber) and 28 respondent exporters (the respondents), listed in the "Continuation of Suspension of Liquidation" section of this notice, requested that the Department postpone the final determination. On March 30, 1995, we did so (60 FR 17514, April 6, 1995).

On March 22, 1995, respondents filed two ministerial error allegations regarding the preliminary determination and the valuation of raw honey and steel drums. The Department rejected these allegations (See Memorandum from The Team, Office of Antidumping Investigations, to Barbara R. Stafford, Deputy Assistant Secretary for Investigations, dated April 14, 1995).

On April 27, 1995, petitioners alleged that critical circumstances exist with respect to imports of honey from the PRC. Accordingly, the Department, on May 3, 1995, requested that respondents provide monthly volume and value shipment data for exports of honey to the United States. They did so on May 15, 1995. On May 30, 1995, the Department issued its preliminary

critical circumstances determination (60 FR 29824, June 6, 1995).

In June 1995, we conducted verifications at the Ministry of Foreign Trade and Economic Cooperation (MOFTEC), the Chamber, Kunshan Xinlong Foods, Ltd. (Kunshan Xinlong), Jiangsu Native Produce Import and Export (Jiangsu Native) and its supplier Jiangsu Sweet, Jiangxi Native Produce Import and Export (Jiangxi Native), and its suppliers Jiangxi Ao Shan Duo Qi Beverage Factory (Ao Shan) and Qinghai Provincial Bee Products (Qinghai Bee), and Zhejiang Native Produce & Animal By-product Import and Export (Zhejiang Native) and its supplier Hangzhou Lewei Food Factory (Hangzhou Lewei). Verification reports were issued in June 1995.

On July 3, 1995, the Assistant Secretary for Import Administration and representatives of the Chinese government initialed a proposed suspension agreement.

Case briefs were filed by petitioners, respondents, and the National Honey Packers and Dealers Association (the NHPDA) on July 3, 1995. Rebuttal briefs were submitted by each of these parties on July 7, 1995. A public hearing was held on July 11, 1995.

Comments regarding the proposed suspension agreement were filed by petitioners, respondents, and the NHPDA on July 3, 1995. Petitioners filed rebuttal comments on July 26, 1995.

Scope of the Agreement

The products covered by this investigation are natural honey, artificial honey containing more than 50 percent natural honey by weight, and preparations of natural honey containing more than 50 percent natural honey by weight. The subject products include all grades and colors of honey whether in liquid, creamed, comb, cut comb, or chunk form, and whether packaged for retail or in bulk form.

The subject merchandise is currently classifiable under subheadings 0409.00.00, 1702.90.50, 2106.90.61, and 2106.90.69 of the *Harmonized Tariff Schedule of the United States* (HTSUS).

Period of Investigation

The period of investigation (POI) is May 1, 1994, through October 31, 1994.

Suspension of Investigation

The Department consulted with the parties to the proceeding and has considered the comments submitted with respect to the proposed suspension agreement. The signed suspension agreement reflects the decisions of the Department with respect to many of the

issues parties raised in their comments on the proposed agreement.

We have determined that the agreement will prevent the suppression or undercutting of price levels of honey in the United States, that the agreement can be monitored effectively, and that the agreement is in the public interest. We find, therefore, that the criteria for suspension of an investigation pursuant to Section 734(l) of the Tariff Act of 1930, as amended (the "Act"), have been met. The terms and conditions of the agreement, signed August 2, 1995, are set forth in Annex 1 to this notice.

Pursuant to Section 734(f)(2)(A) of the Act, effective (date of publication of **Federal Register** notice), the suspension of liquidation of all entries entered or withdrawn from warehouse, for consumption of honey from the PRC, as directed in our notice of "Preliminary Determination of Sales at Less Than Fair Value: Honey from the People's Republic of China" is hereby terminated. Any cash deposits on entries of honey from the PRC pursuant to that suspension of liquidation shall be refunded and any bonds shall be released.

Notwithstanding the suspension agreement, the Department will continue the investigation if we receive such a request in accordance with Section 734(g) of the Act within 20 days after the date of publication of this notice. This notice is published pursuant to Section 734(f)(1)(A) of the Act.

Dated: August 7, 1995.

Susan G. Esserman,

Assistant Secretary for Import Administration.

Annex 1: Agreement Suspending the Antidumping Investigation on Honey From the People's Republic of China

For the purpose of encouraging free and fair trade in honey, establishing more normal market relations, and preventing the suppression or undercutting of price levels of the domestic product, the United States Department of Commerce ("the Department") and the Government of the People's Republic of China ("PRC") enter into this suspension agreement ("the Agreement").

Pursuant to this Agreement, the Government of the PRC will restrict the volume of direct or indirect exports to the United States of honey products from all PRC producers/exporters, subject to the terms and provisions set forth below.

On the basis of this Agreement, pursuant to the provisions of Section 734(l) of the Tariff Act of 1930, as

amended (the "Act") (19 U.S.C. 1673c(l)), the Department shall suspend its antidumping investigation with respect to honey produced in the PRC, 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 of, and release any cash deposit or bond posted on, the products covered by this Agreement as of the effective date of this Agreement.

I. Definitions

For purposes of this Agreement, the following definitions apply:

A. "Date of Export" for imports of subject merchandise into the United States shall be considered the date the Quota Certificate was issued.

B. "Parties to the Proceeding" means any interested party, within the meaning of Section 353.2(k) of the Department's Regulations, which actively participates through written submissions of factual information or written argument.

C. "Indirect Exports" means arrangements as defined in Section III.E of this Agreement and exports from the PRC through one or more third countries, whether or not such exports are sold in one or more third countries prior to importation into the United States.

D. 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.

E. "For consumption" means material sold in retail form, or in bulk form to end-users. The material shall not be resold except as a result of force majeure.

F. "End-user" means an entity, such as a retailer or an industrial purchaser (e.g., a baker or manufacturer), which consumes subject merchandise.

G. "Quota Certificate" is the document which serves as both a quota certificate and a certificate of origin. A Quota Certificate must accompany all shipments of subject merchandise from the PRC to the United States, and must contain all of the information enumerated in the Appendix (U.S. sales), except Date of Entry information and Final Destination.

H. "Relevant Period" for the export limits of this Agreement means the period August 1 through July 31.

II. Product Coverage

The products covered by this Agreement ("subject merchandise") are natural honey, artificial honey

containing more than 50 percent natural honey by weight, and preparations of natural honey containing more than 50 percent natural honey by weight. The subject products include all grades and colors of honey whether in liquid, creamed, comb, comb cut, or chunk form, and whether packaged for retail or in bulk form.

The subject merchandise is currently classifiable under subheadings 0409.00.00, 1702.90.50, 2106.90.61, and 2106.90.69 of the Harmonized Tariff Schedule of the United States ("HTSUS"). Although the HTSUS subheading is provided for convenience and customs purposes, our written description of the scope is dispositive.

III. Export Limits

A. The export limits for subject merchandise in each Relevant Period shall be 43,925,000 pounds plus or minus a maximum of six percent per year of quota based upon the U.S. honey market growth in each Relevant Period. The export limits for each Relevant Period shall be allocated in semi-annual quota allocation periods. No more than 60% of the export limits for any Relevant Period can be allocated in any given semi-annual quota allocation period. Deductions from the export limits shall be made based on the "Date of Export", as defined in Section I.

B. On or after the effective date of this Agreement, the Government of the PRC will restrict the volume of direct or indirect exports of subject merchandise to the United States, and the transfer or withdrawal from inventory of subject merchandise (consistent with the provisions of Section III.D), in accordance with the export limits then in effect.

C. A delivery may not be made for more than the entire amount of quota allocated for that semi-annual quota allocation period. Any amount delivered during a Relevant Period shall not, however, when cumulated with all prior deliveries in such Relevant Period, exceed the annual quota for that Relevant Period.

D. Any inventories of subject merchandise currently held in the United States by a Chinese entity and imported into the United States between December 20, 1994 (the date corresponding to the Department's critical circumstances determination) and the effective date of this Agreement will be subject to the following conditions:

1. Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without a Quota Certificate issued by the Government of

the PRC. Any such transfers or withdrawals from inventory shall be deducted from the export limits in effect at the time the Quota Certificate is issued.

2. A request for a Quota 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 pounds.

3. In the event that there is a surge of sales of subject merchandise from such inventory, the Department will decrease the export limits to take into account such sales.

E. Any arrangement involving the exchange, sale, or delivery of honey products from the PRC, to the degree it results in the sale or delivery in the United States of honey products from a country other than the PRC, is subject to the requirements of Section V and will be counted toward the export limits. Any such transaction that does not comply with the requirements of Section V will be deducted from the export limits pursuant to Section VII.

F. Where subject merchandise is imported into the United States and is subsequently re-exported, or re-packaged and re-exported, the export limits shall be increased by the amount of pounds re-exported. Such increase will be applicable to the Relevant Period corresponding to the time of such re-export. Such increase will be applied only after the Department receives, and has the opportunity to verify, evidence demonstrating original importation, any re-packaging, and subsequent exportation. The re-exported material must be identical to the imported material.

G. Quota Certificates for a given Relevant Period may not be issued after July 31, except that Quota Certificates not so issued may be issued during the first three months of the following Relevant Period, up to a maximum of 15 percent of the export limit for that following Relevant Period. Such "carried-over" quota shall be counted against the export limits applicable to the previous Relevant Period.

Quota Certificates for up to 15 percent of the export limits for a subsequent Relevant Period may be issued as early as June 1 of the preceding Relevant Period. Such "carried-back" quota shall be counted against the export limits applicable to the following Relevant Period.

H. For the first 90 days after the effective date of this Agreement, subject merchandise shall be admitted into the United States with a "Quota Certificate/Certificate of Origin (Temporary Papers)."

The volume of any such imports will be deducted from the export limits applicable to the first Relevant Period. A full reporting of any such imports, which must correspond to the United States sales information detailed in the Appendix, must be submitted to the Department no later than 30 days after the conclusion of the 90 day period. This data must be sorted on the basis of date of export.

IV. Reference Price

A. Subject merchandise will not be sold below the reference price. Each HTS category of material shall have its own reference price, and all such reference prices shall be calculated in the same manner.

B. The reference price, issued quarterly by the Department, shall be released by September 1, December 1, March 1, and June 1 of each year and shall be effective on October 1, January 1, April 1, and July 1, respectively. The reference price for August 4 through September 30 of the first Relevant Period shall be issued and effective on August 4. Either party is entitled to request consultations regarding the calculation of reference prices.

C. The reference price equals the product of 92 percent and the weighted-average of the honey unit import values from all other countries for the most recent six months of data available at the time the reference price is calculated. The source of the unit import values will be publicly available United States trade statistics from the United States Bureau of the Census.

D. The Government of the PRC will ensure that the PRC unit values of subject imports will equal or exceed the reference price at equivalent points in the transaction chain. The reference price will be at a level in the transaction chain as far upstream as possible (i.e., F.O.B.). The Government of the PRC will ensure that contracts and all relevant documentation will be available to the Department and will be subject to verification.

E. Subject merchandise imported after the effective date of the Agreement, exported from the PRC prior to August 2, 1995, and sold pursuant to a contract in effect on or before July 3, 1995, shall not be subject to reference price restrictions. Consistent with Section III.H., the volume of such imports shall be deducted from the export limits.

V. Quota Certificate

A. The Government of the PRC will restrict the volume of direct or indirect exports of subject merchandise by means of semi-annual quota allocations and Quota Certificates. Quota Certificates shall be issued by the Ministry of Foreign Trade and Economic Cooperation ("MOFTEC") for all direct or indirect exports of subject merchandise to the United States in accordance with the export limits in Section III and the reference price in Section IV.

B. Thirty days following the semi-annual allocation of quota rights for any Relevant Period, MOFTEC shall provide to the Department a report identifying each quota recipient and the volume of quota which each recipient has been accorded ("report of quota allocation results").

C. Before it issues a Quota Certificate, MOFTEC will ensure that the Relevant Period's quota volume is not exceeded and that the price for the subject merchandise is at or above the reference price.

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

The Department will inform the Government of the PRC of violations concerning the price restrictions, export limits, and/or Quota Certificates which come to its attention and the action taken with respect thereto.

E. Quota Certificates will be issued sequentially, endorsed against the export limits for the Relevant Periods, and will reference the report of quota allocation results for the appropriate Relevant Period.

F. Quota Certificates must be 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. Quota Certificates must contain an English language translation.

G. On or after the effective date of this Agreement, the United States shall require presentation of a Quota Certificate as a condition for entry of subject merchandise into the United States. The United States will prohibit the entry of any subject merchandise not accompanied by a Quota Certificate.

VI. Implementation

In order to effectively restrict the volume of exports of honey to the United States, the Government of the PRC agrees to implement the following procedures:

A. Establish, through MOFTEC, a quota certification program for all exports of subject merchandise to, or destined directly or indirectly for consumption in, the United States, no later than 90 days after the effective date of this Agreement.

B. Ensure compliance by any official PRC institution, chamber, or other entities authorized by the Government of the PRC, all Chinese producers, exporters, brokers, and traders of the subject merchandise, and their related parties, with all procedures established in order to effectuate this Agreement.

C. Collect information from all Chinese producers, exporters, brokers, and traders of the subject merchandise, and their related parties, on the sale of the subject merchandise.

D. Impose strict sanctions, such as penalties or prohibition from participation in the export limits allowed by the Agreement, in the event that any Chinese or Chinese-related party does not comply in full with all the terms of the Agreement.

VII. Anticircumvention

A. The Government of the PRC will take all appropriate measures under Chinese law to prevent circumvention of this Agreement. It shall respond promptly to conduct an inquiry into any and all allegations of circumvention, including allegations raised by the Department, and shall complete such inquiries in a timely manner (normally within 45 days). The Government of the PRC shall notify the Department of the results of its inquiries within ten days of the conclusion of such inquiries. Within 15 days of a request from the Department, the Government of the PRC shall share with the Department all facts known to the Government of the PRC regarding its inquiries, its analysis of such facts and the results of such inquiries. The Government of the PRC will require all Chinese exporters of honey to include a provision in their contracts for sales to countries other than the United States that the honey sold through such contracts cannot be re-exported, transhipped or swapped to the United States, or otherwise used to circumvent the export limits of this Agreement. The Government of the PRC will also establish appropriate mechanisms to enforce this requirement.

B. If, in an inquiry pursuant to paragraph A, the Government of the

PRC determines that a Chinese company has participated in a transaction that resulted in circumvention of the export limits of this Agreement, then the Government of the PRC shall impose penalties on such company including, but not limited to, denial of access to the honey quota. Additionally, the Government of the PRC shall deduct an amount of honey equivalent to the amount involved in such circumvention from the available quota and shall immediately notify the Department of the amount deducted. If sufficient quota is not available in the current Relevant Period, then the remaining amount necessary shall be deducted from the subsequent Relevant Period.

C. If the Government of the PRC determines that a company from a third country has circumvented the Agreement and the parties agree that no Chinese entity participated in or had knowledge of such activities, then the parties shall hold consultations for the purpose of sharing evidence regarding such circumvention and reaching mutual agreement on the appropriate steps to be taken to eliminate such circumvention, such as the Government of the PRC prohibiting sales of Chinese honey to the company responsible or reducing honey exports to the country in question. If the parties are unable to reach mutual agreement within 45 days, then the Department may take appropriate action, such as deducting the amount of honey involved in such circumvention from the available quota, taking into account all relevant factors. Before taking such action, the Department will notify the Government of the PRC of the facts and reasons constituting the basis for the Department's intended action and will afford the Government of the PRC ten days in which to comment.

D. If the Department determines that a Chinese entity participated in circumvention, the parties shall hold consultations for the purpose of sharing evidence regarding such circumvention and reaching mutual agreement on an appropriate resolution of the problem. If the parties are unable to reach mutual agreement within 45 days, the Department may take appropriate action, such as deducting the amount of honey involved in such circumvention from the available quota. Before taking such action, the Department will notify the Government of the PRC of the facts and reasons constituting the basis for the Department's intended action and will afford the Government of the PRC ten days in which to comment.

E. The Department shall direct the U.S. Customs Service to require all importers of honey into the United

States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the honey being imported was not obtained under any arrangement, swap, or other exchange which would result in the circumvention of the export limits established by this Agreement. Where the Department has 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.

F. Given the fungibility of the world honey market, the Department will take the following factors into account in distinguishing normal honey market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which would result in the circumvention of the export limits established by this Agreement:

1. existence of any verbal or written arrangements which would result in the circumvention of the export limits established by this Agreement;
2. existence of any arrangement as defined in Section III.E 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 honey 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.

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

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

Displacement swaps—involve the sale or delivery of any type of honey product(s) from China 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 honey products of any type, regardless of the sequence of the transaction.

H. The Department will enter its determinations regarding circumvention into the record of the Agreement.

VIII. Monitoring

The Government of the PRC 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. The Department of Commerce shall provide semi-annual reports to the Government of the PRC 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 the PRC shall collect and provide to the Department the information set forth, in the agreed format, in the Appendix. All such information will be provided to the Department by April 30th of each year for exports during the period from August 1 through January 31st. In addition, such information will be provided to the Department by October 31st for sales from February 1st through July 31st, or within 90 days of a request made by the Department. 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.

Aggregate quantity and value of sales by HTS category to each third country will be provided to the Department by April 30th of each year for exports during the period from August 1st of the previous year through January 31st. In addition, such quantity and value information will be provided to the Department by October 31st for sales from February 1st through July 31st.

Transaction specific data for all third country sales will also be reported on the schedule provided above in the format provided in the Appendix. However, if the Department concludes that the transaction specific data is not necessary for a given period, it will

notify the Government of the PRC at least 90 days before the reporting deadline that transaction specific sales data need not be reported. If the Department determines that such data is relevant in connection with Section VII and requests information on transactions for one or more third countries during a period for which the Department waived complete reporting, the Government of the PRC will provide the data listed in the Appendix for those specific transactions within 90 days of the request.

Both governments recognize that the effective monitoring of this Agreement may require that the PRC 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 the PRC 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 the PRC will 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 the PRC is in full compliance with the terms of the Agreement. Such verifications may take place in

association with scheduled consultations whenever possible.

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 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

The Government of the PRC and the Department shall hold consultations regarding matters concerning the implementation, operation including the calculation of reference prices, and/or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement. Additional consultations may be held at any other time upon request of either the Government of the PRC or the Department.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission in accordance with Section 353.19 of the Department's Regulations.

The Government of the PRC and the Department will inform the other party of any violations of the Agreement which come to their 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.

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 the PRC 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 Section 353.19 of the Department's Regulations.

XII. Duration

The export limits provided for in Section III of this Agreement shall remain in force from the effective date of this Agreement through August 1, 2000.

The Department will, upon receiving a proper request no later than August 1, 1999, conduct an administrative review under Section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than August 1, 2000, provided that the PRC 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 the PRC 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 the PRC, the provisions of Section 734(i) of the Act shall apply.

XIII. Other Provisions

A. In entering into this Agreement, the Government of the PRC 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. 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 honey products by imports of the merchandise subject to this Agreement.

C. The Department does not consider any of the obligations concerning exports of honey to the United States

undertaken by the Government of the PRC pursuant to this Agreement relevant to the question of whether firms in the underlying investigation would be entitled to separate rates, should the investigation be resumed for any reason.

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

E. 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

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

Government of the PRC

Ministry of Foreign Trade and Economic
Cooperation, Deputy Director General,
2, Dong Chang An Street, Beijing, Post
Code 100731, People's Republic of
China

XIV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on honey from the PRC, August 2, 1995.

Signed on this second day of August, 1995.

For the U.S. Department of Commerce.

Susan G. Esserman,
*Assistant Secretary for Import
Administration.*

MOFTEC for the Government of the
People's Republic of China.

Wang Tian Ming,
*Minister-Councillor, Embassy of the People's
Republic of China in the United States.*

Appendix

In accordance with the established format, the Government of the PRC shall collect and provide to the Department all information necessary to ensure compliance with this Agreement. This information will be provided to the Department on a semi-annual basis, or upon request.

The Government of the PRC 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.

The Government of the PRC 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 the PRC in the United States

and imported into the United States between the period beginning December 20, 1994, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure and in pounds.
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. Quota Certificate Number: Indicate the number(s) relating to each entry now being held in inventory.
5. Certificate of Origin Number(s): Indicate the number(s) relating to each sale or entry.
6. Date of Original Export: Date the quota certificate/certificate of origin is issued.
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 information.

United States Sales

MOFTEC will provide all Quota Certificates, which shall contain the following information with the exception of item #9, date of entry, and item #13, final destination.

1. Quota Certificate/Certificate of Origin Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Complete Description of Merchandise: Include lot numbers and other available information including the HTS category to the 10 digit level.
3. Quantity: Indicate in original units of measure and in pounds.
4. Total Sales Value: Indicate currency used.
5. Unit Price: Indicate currency used.
6. Date of Sale: The date all terms of order are confirmed.
7. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
8. Date of Export: Date the quota certificate is issued.
9. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
10. Importer of Record: Name and address.
11. Customer: Name and address of the first party purchasing from the PRC exporter.
12. Customer Relationship: Indicate whether the customer is related or unrelated to the PRC exporter.

13. Final Destination: Name and address of the end-user for consumption in the United States.
14. Quota Allocated to Exporter: Indicate the total amount of quota allocated to the individual exporter during the Relevant Period.
15. Quota Remaining: Indicate the remaining quota available to the individual exporter during the Relevant Period.
16. Other: i.e., used as collateral, will be re-exported, etc.

Sales Other Than United States

Pursuant to Section VIII, paragraph A, the Government of the PRC will provide country-specific sales volume and value information for all sales of subject merchandise to third countries.

1. Quota Certificate/Certificate of Origin Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Quantity: Indicate in original units of measure sold and/or entered and in metric tons.
3. Date of Sale: The date all terms of order are confirmed.
4. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
5. Date of Export: Date the quota certificate is issued.
6. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
7. Importer of Record: Name and address.
8. Customer: Name and address of the first party purchasing from the PRC exporter.
9. Customer Relationship: Indicate whether the customer is related or unrelated.
10. Final Destination: Name and address of the end-user for consumption.
11. Other: i.e., used as collateral, will be re-exported, etc.

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[A-588-813]

Light-Scattering Instruments and Parts Thereof From Japan; Preliminary Results of Antidumping Duty Administrative Review

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

ACTION: Notice of preliminary results of antidumping duty administrative review.

SUMMARY: In response to a request by the petitioner, Wyatt Technology Corporation (Wyatt), the Department of