

**Agreement for Disclosure of,  
and Access to,  
Business Proprietary Information**

WHEREAS the Office of the United States Trade Representative, the Department of Commerce of the United States of America and the Ministry of Economy of the United Mexican States (Secretaria de Economia) have entered into an Agreement on Trade in Cement on March 3, 2006 (“the Agreement”), which, by its terms, shall become effective on April 3, 2006 and shall remain in effect until March 31, 2009.

RECOGNIZING that the Department of Commerce’s standard Administrative Protective Order (“APO”) regulations (e.g., 19 CFR 351.304-306) and procedures do not apply to this Agreement; and

AGREEING that all interested parties to this proceeding desire to make available all relevant business proprietary information to counsel for each interested party through an APO for the period that the Agreement is in effect:

The undersigned agrees to be bound by the APO attached to this Disclosure and Access Agreement as of the date of signature of the Agreement of the Parties. This includes, but is not limited to, an agreement to be bound by all United States regulations and procedures which generally apply to the APO, unless specifically amended within the text of this Disclosure and Access Agreement.

For purposes of this Disclosure and Access Agreement, the undersigned also shall agree to the following terms:

1. The “segment of the proceeding” shall be interpreted to begin on the date of signature of the Agreement and last until March 31, 2009;
2. “Interested party” or “interested parties” includes all parties as defined under Section 771(9) of the Tariff Act of 1930, as well as the Secretaria de Economia of the Government of Mexico;
3. Should the undersigned be found by the United States Department of Commerce to have violated the APO, in addition to the specific sanctions provided in 19 CFR 354.3 of the Department’s regulations, counsel for the undersigned may be refused access to any other interested party’s business proprietary information for the remainder of the segment of the proceeding.
4. This Disclosure and Access Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the United States Department of Justice that are essential to reporting a substantial violation of the law.

The undersigned enters into this Disclosure and Access Agreement intentionally and of its own volition.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name - Print/Type)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(On behalf of - entity name and address)

\_\_\_\_\_  
(Telephone Number and E-mail Address)

\_\_\_\_\_  
(Date)

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In the Matter of the Agreement Between the Office of the United States  
Trade Representative and the Department of Commerce of the United  
States of America; and the Ministry of Economy of the United Mexican  
States (Secretaria de Economia) on Trade in Cement

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### ADMINISTRATIVE PROTECTIVE ORDER

IT IS HEREBY ORDERED THAT:

All business proprietary information submitted in the above-referenced segment of the proceeding, including new information submitted in a remand during litigation on this segment of the proceeding, which the submitting party agrees to release or the Department of Commerce (“the Department”) determines to release, will be released to the authorized applicants on the administrative protective order (“APO”) service list for this segment of the proceeding, except the following:

- customer names; and
- specific information of a type for which the Department determines there is a clear and compelling need to withhold from disclosure.

### **USE OF BUSINESS PROPRIETARY INFORMATION UNDER THIS APO**

An authorized applicant may use business proprietary information submitted on the record of the Agreement Between the Office of the United States Trade Representative and the Department of Commerce of the United States of America, and the Ministry of Economy of the United Mexican States (Secretaria de Economia) on Trade in Cement ("the Agreement") for the purpose of enforcing the provisions of the Agreement for the duration of the Agreement. If business proprietary information that is submitted pursuant to the Agreement is relevant to an issue in a subsequent antidumping duty ("AD") or countervailing duty ("CVD") administrative review, changed circumstances review or new shipper review, as specified in Section II and Section VIII of the Agreement, an authorized applicant may place such information on the record of that segment.

At the conclusion of the agreement, the authorized applicant must certify to the destruction of business proprietary information within 30 days in accordance with item 6 of this APO.

### **REQUIREMENTS FOR AUTHORIZED APPLICANTS**

All applicants authorized to have access to business proprietary information under this APO are subject to the following terms:

1. The authorized applicant must establish and follow procedures to ensure that no employee of the authorized applicant's firm releases business proprietary information to any person other than the submitting party, an authorized applicant, or the appropriate Department official identified in section 351.306(a) of the regulations. No person in the authorized applicant's firm may release business proprietary information received under this APO to any person other than those described in this paragraph.
2. The authorized applicant may allow APO access to one or more paralegals, law clerks, secretaries, or other support staff employed by or on behalf of the applicant's firm and operating within the confines of the firm. The authorized applicant also may use the services of subcontracted individuals to transport business proprietary information released by the Department and to deliver APO information to other parties. All support staff must sign and date an acknowledgment that they will abide by the terms and conditions of the APO at the time they are first permitted access to any information subject to APO.
3. The authorized applicant must ensure that business proprietary information in an electronic format will not be accessible by modem to parties not authorized to receive business proprietary information.

4. The authorized applicant must pay all reasonable costs incurred by the submitter of the electronic business proprietary information for the copying of its electronic information released to the authorized applicant, if payment is requested. Reasonable costs include the cost of the electronic medium and the cost of copying the complete proprietary version of the electronic information/medium submitted to the Department in APO releasable form, but not costs borne by the submitter of the electronic data in the creation of the electronic data/medium submitted to the Department.

#### **NOTIFICATION REQUIREMENTS**

5. If changed circumstances affect the authorized applicant's representation of an interested party at any time authorized under this APO (i.e., reassignment, departure from firm), the authorized applicant must notify the Department in accordance with section 351.305(a)(2) of the regulations.

6. At the expiration of the time specified in this APO, the authorized applicant must destroy all business proprietary information and notify the Department of the destruction in accordance with section 351.305(a)(3) of the regulations, or provide to the Department official responsible for the administration of the APO in this segment of the proceeding a protective order issued by a court or in a binational panel proceeding.

#### **SANCTIONS FOR BREACH OF THIS APO**

7. The authorized applicant will be subject to any or all of the sanctions described in 19 C.F.R. Part 354 if there is a violation of this APO by the authorized applicant or any of the persons identified in item 8 of this APO.

8. The authorized applicant will accept full responsibility, individually and on behalf of the authorized applicant's firm or corporate office, for violation of this APO by any employee of the firm or corporate office, support staff retained by the firm or corporate office, or any other consultant, expert, or other outside staff retained for the subject proceeding, who is permitted access to APO information.

9. The authorized applicant will promptly report and confirm in writing any possible violation of this APO to the Department.

## DEFINITIONS

For purposes of this APO , the following definitions apply:

“Representative” is an individual, enterprise, or entity acting on behalf of an interested party.

“Applicant” is an individual representative of an interested party who has applied for access to business proprietary information under this APO.

“Authorized Applicant” is an applicant that the Secretary has authorized to receive business proprietary information under this APO.

“Lead firm” is the firm that will be the primary contact with the Department and that will accept service of all documents for the party it represents where two firms independently have access under APO.

“Support staff” includes paralegals, law clerks, secretaries and other support staff that are employed by or on behalf of the applicant’s firm, are operating within the premises of the firm, and work under the supervision of an authorized applicant, as well as subcontractors of the firm providing similar support staff functions.

“Electronic data” includes (1) data submitted by a party, generated by the Department, or entered by the recipient on computer tape, disk, diskette, or any other electronic computer medium; and (2) all electronic work products resulting from manipulation of this data, as transferred in any form onto any other electronic computer medium, such as tape, disk, diskette, Bernoulli cartridge, removable disk pack, etc.

*( original on file)*

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Ann M. Sebastian  
Director, APO Unit  
Import Administration

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March 13, 2006

(date)