

**DEPARTMENT OF AGRICULTURE****Forest Service****Notice of Settlement Pursuant to CERCLA; Jordan Road Shooting Range, Coconino County, AZ****AGENCY:** Forest Service, USDA.**ACTION:** Notice of settlement.

**SUMMARY:** In accordance with section 122(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. 9622(i), notice is hereby given of an administrative settlement for recovery of past response costs with the City of Sedona (the Settling Party) concerning the Jordan Road Shooting Range, Coconino County, Arizona. The settlement requires the Settling Party to pay \$17,000 to the USDA Forest Service, Southwestern Region, pursuant to section 122(h)(1) of CERCLA, 42 U.S.C. 9622(h)(1). The settlement includes a covenant not to sue the Settling Party pursuant to sections 106 and 107(a) of CERCLA, 42 U.S.C. 9606 and 9607(a), with regard to the Site.

For thirty (30) days following the date of publication of this notice, the United States will receive written comments relating to the settlement. The United States will consider all comments received and may modify or withdraw its consent to the settlement if comments received disclose facts or considerations which indicate that the settlement is inappropriate, improper, or inadequate. The United States' response to any comments received will be available for public inspection at the Red Rock Ranger District, PO Box 300, 250 Brewer Road, Sedona, AZ 86339-0330, and at the offices of the USDA Forest Service Southwestern Region, 333 Broadway SE, Albuquerque, NM 87102.

**DATES:** Comments must be submitted on or before February 26, 2003.**ADDRESSES:** The proposed settlement is available for public inspection at the Red Rock Ranger District, PO Box 300, 250 Brewer Road, Sedona, AZ 86339-0330 and at the offices of the USDA Forest Service Southwestern Region, 333 Broadway SE, Albuquerque, NM 87102. A copy of the proposed settlement may be obtained from Ken Anderson on the Red Rock Ranger District at 928-203-7501 (direct) or 928-282-4119 (backup), or from Kirk M. Minckler with USDA's Office of the General Counsel, (303) 275-5549. Comments should reference the Jordan Road Shooting Range, Coconino County, Arizona, and should be addressed to

Kirk M. Minckler, USDA Office of the General Counsel, PO Box 25005, Denver, CO 80225-0005.

**FOR FURTHER INFORMATION CONTACT:** For technical information, contact Maria McGaha, USDA Forest Service Southwestern Region, 333 Broadway SE, Albuquerque, NM 87102, phone (505) 842-3837. For legal information, contact Kirk M. Minckler, USDA Office of the General Counsel, PO Box 25005, Denver, CO 80225-0005; phone (303) 275-5549.

Dated: January 17, 2003.

**Harv Forsgren,***Regional Forester, USDA Forest Service, Southwestern Region.*

[FR Doc. 03-1692 Filed 1-24-03; 8:45 am]

**BILLING CODE 3410-11-M**

obtained by calling or writing Diana Hynek, Departmental Paperwork Clearance Officer, (202) 482-0266, Department of Commerce, Room 6625, 14th and Constitution Avenue, NW, Washington, DC 20230 (or via the Internet at [dHynek@doc.gov](mailto:dHynek@doc.gov)).

Written comments and recommendations for the proposed information collection should be sent within 30 days of publication of this notice to David Rostker, OMB Desk Officer, Room 10202, New Executive Office Building, Washington, DC 20503.

Dated: January 17, 2003.

**Gwellnar Banks,***Management Analyst, Office of the Chief Information Officer.*

[FR Doc. 03-1788 Filed 1-24-03; 8:45 am]

**BILLING CODE 3510-12-S****DEPARTMENT OF COMMERCE****Submission for OMB Review; Comment Request**

The Department of Commerce has submitted to the Office of Management and Budget (OMB) for clearance the following proposal for collection of information under the provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35).

*Agency:* National Oceanic and Atmospheric Administration.*Title:* Application for Commission in the NOAA Officer Corps.*Form Number(s):* NOAA Form 56-42, 56-42A, 56-42C, and 56-42D.*OMB Approval Number:* 0648-0047.*Type of Request:* Regular submission.*Burden Hours:* 184.*Number of Respondents:* 600.*Average Hours Per Response:* 1 hour for an application; and 10 minutes for a reference.

*Needs and Uses:* The NOAA Corps is the smallest of the seven uniformed services of the United States and is an integral part of NOAA. The NOAA Corps provides a cadre of professionals trained in engineering, earth sciences, oceanography, meteorology, fisheries science, and other related disciplines who serve in assignments within the five major Line Offices of NOAA. Persons wishing to obtain a NOAA Corps Commission must submit an application package, including an eye test and five references.

*Affected Public:* Individuals or households.*Frequency:* On occasion.*Respondent's Obligation:* Required to obtain or retain a benefit.*OMB Desk Officer:* David Rostker, (202) 395-3897. Copies of the above information collection proposal can be
**DEPARTMENT OF COMMERCE****International Trade Administration****[A-821-808]****Suspension of Antidumping Duty Investigation of Certain Cut-to-Length Carbon Steel Plate from the Russian Federation****AGENCY:** Import Administration, International Trade Administration, Department of Commerce.

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

**EFFECTIVE DATE:** January 23, 2003.

**FOR FURTHER INFORMATION CONTACT:** Jean Kemp, Stephen Bailey or Lilit Astvatsatrian, at (202) 482-4037, (202) 482-1102, and (202) 482-6412, respectively, Antidumping and Countervailing Duty Enforcement Group III, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW., Washington, DC 20230.

**SUPPLEMENTARY INFORMATION:**

## Background

On October 24, 1997, the Department and the Ministry of Foreign Economic Relations and Trade of the Russian Federation entered into an agreement (62 FR 61780, November 19, 1997) suspending the antidumping investigation on CTL steel plate from the Russian Federation. Upon request of petitioners, the investigation was continued and the Department made an affirmative final determination of sales at less than fair value.<sup>1</sup> Likewise, the International Trade Commission continued its investigation and made an affirmative determination as to material injury to an industry in the United States.<sup>2</sup> On June 6, 2002, based on the evidence on Russian economic reforms to that date, the Department revoked Russia's status as a non-market economy country under section 771(18)(B) of the Act. On November 21, 2002, representatives from JSC Severstal, JSC Magnitogorsk Iron and Steel Works and JSC NOSTA (OKIW) Integrated Iron-Steel Works (collectively the "Russian CTL steel plate producers") initiated a proposed, revised suspension agreement. We invited comments on the proposed agreement. On December 11, 2002, we received comments from petitioners, Bethlehem Steel Corporation and United States Steel Corporation.

On December 20, 2002, the final suspension agreement was signed by the Russian CTL steel plate producers and the Department, the effective date being January 23, 2003.

## Scope of Investigation

For a complete description of the scope of the investigation, see *Agreement Suspending the Antidumping Investigation on Certain Cut-to-Length Carbon Steel Plate from the Russian Federation*, Appendix B, signed December 20, 2002, attached hereto.

## Suspension of Investigation

The Department consulted with the parties to the proceeding and has considered the comments submitted with respect to the proposed suspension agreement. Based on our review of these comments, we have made one change to the proposed agreement which was correcting the effective date of the agreement from January 23, 2002 to January 23, 2003. In accordance with

section 734(b) of the Act, we have determined that the agreement will eliminate completely sales at less than fair value of imported subject merchandise. Moreover, in accordance with section 734(d) of the Act, we have determined that the agreement is in the public interest, and that the agreement can be monitored effectively. We find, therefore, that the criteria for suspension of an investigation pursuant to sections 734(b) and (d) of the Act have been met. The terms and conditions of this agreement, signed December 20, 2002, are set forth in Appendix I to this notice.

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

Dated: January 17, 2003.

**Faryar Shirzad,**

*Assistant Secretary for Import Administration.*

## Appendix I—Agreement Suspending the Antidumping Investigation of Certain Cut-to-Length Carbon Steel Plate From the Russian Federation (A-821-808)

Pursuant to section 734(b) of the Tariff Act of 1930, as amended (19 U.S.C. 1673(c)(b)) (the "Act"), and 19 CFR 351.208 (the "Regulations"), the U.S. Department of Commerce (the "Department") and the signatory producers/exporters of Certain Cut-to-Length Carbon Steel Plate from the Russian Federation (the "Signatories") enter into this suspension agreement (the "Agreement"). As of the Effective Date, this Agreement supercedes the suspension agreement entered into by the Department and the Ministry of Foreign Economic Relations and Trade of the Russian Federation on October 24, 1997. By agreement of the Parties, the October 24, 1997 suspension agreement shall cease to have force or effect as of the Effective Date of this Agreement. On the basis of this Agreement, the Department shall continue to suspend its antidumping investigation which it completed on November 19, 1997 (62 FR 61787), with respect to certain cut-to-length carbon steel plate from the Russian Federation, subject to the terms and provisions set forth below.

### (A) Product Coverage

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

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

The signatory producers/exporters collectively are the producers and exporters in the Russian Federation that, during the most recently completed

calendar year, accounted for substantially all (not less than 85 percent) of the subject merchandise imported into the United States, as provided in the Department's regulations. The Department may at anytime during the period of the Agreement require additional producers/exporters in the Russian Federation to sign the Agreement in order to ensure that not less than substantially all imports into the United States are covered by the Agreement.

In reviewing the operation of the Agreement for the purpose of determining whether this Agreement has been violated or is no longer in the public interest, the Department will consider imports into the United States from all sources of the merchandise described in Section A of the Agreement. For this purpose, the Department will consider factors including, but not limited to, the following: volume of trade, pattern of trade, whether or not the reseller is an original equipment manufacturer, and the reseller's export price (EP).

### (C) Basis of the Agreement

On and after the effective date of the Agreement, each signatory producer/exporter individually agrees to make any necessary price revisions to eliminate completely any amount by which the normal value (NV) of this merchandise exceeds the U.S. price of its merchandise subject to the Agreement. For this purpose, the Department will determine the NV in accordance with section 773(e) of the Act and U.S. price in accordance with section 772 of the Act.

(1) For the period from January 23, 2003, the effective date of this agreement, through September 30, 2003 (the interim period), each signatory producer/exporter agrees not to sell its merchandise subject to this Agreement in the United States.

(2) For the first sales period only, October 1, 2003 through December 31, 2003, each signatory producer/exporter agrees not to sell its merchandise subject to this Agreement to any unaffiliated purchaser in the United States at prices that are less than the NV of the merchandise, as determined by the Department on the basis of information submitted to the Department not later than the dates specified in section D of this Agreement and provided to the parties not later than September 20, 2003.

(3) For all sales occurring on and after January 1, 2004, each signatory producer/exporter agrees not to sell its merchandise subject to this Agreement to any unaffiliated purchaser in the

<sup>1</sup> See Notice of Final Determination of Sales at Less Than Fair Value: Certain Cut-to-Length Carbon Steel Plate from the Russian Federation, 62 FR 61787, 61794, Nov. 19, 1997.

<sup>2</sup> See Certain Carbon Steel Plate From China, Russia, South Africa, and Ukraine, 62 FR 66128, Dec. 17, 1997.

United States at prices that are less than the NV of the merchandise, as determined by the Department on the basis of information submitted to the Department not later than the dates specified in section D of this Agreement and provided to the parties not later than December 20 and June 20 of each year.<sup>3</sup> This NV shall apply to sales occurring during the semiannual period beginning on the first day of the month following the date the Department provides the NV, as stated in this paragraph.

*(D) Monitoring*

Each signatory producer/exporter will supply to the Department all information that the Department decides is necessary to ensure that the producer/exporter is in full compliance with the terms of the Agreement. As explained below, the Department will provide each signatory producer/exporter a detailed request for information and prescribe a required format and method of data compilation, not later than the beginning of each reporting period.

**(1) Sales Information**

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

The first report of sales data shall be submitted to the Department, on computer tape in the prescribed format and using the prescribed method of data compilation, not later than January 31, 2004, and shall contain the specified sales information covering the period

<sup>3</sup> For the first sales period only, October 1, 2003 through December 31, 2003, the issuance of the normal value may be delayed in order to resolve issues raised in comments from interested parties or by the Department and for the purpose of allowing sufficient time for signatories to respond to the Department's request for cost data. Some of these issues may arise due to Russia's new status as a market economy with respect to the Department's proceedings. In accordance with section 773(f) of the Act, the Department will examine prices and costs within Russia and, for any sales period, may disregard particular prices or costs when the prices are not in the ordinary course of trade, the costs are not in accordance with the generally accepted accounting principles, the costs do not reasonably reflect the costs associated with the production and sale of the merchandise, or in other situations provided for in the Act or the Department's regulations. Examples of possible areas in which adjustments may be necessary include, but are not limited to, costs related to energy, depreciation, transactions among affiliates, barbers, as well as items that are not recognized by the Russian Accounting System.

October 1, 2003 to December 31, 2003. Subsequent reports of sales data shall be submitted to the Department not later than July 31 and January 31 of each year, and each report shall contain the specified sales information for the semiannual period ending one month prior to the due date, except that if the Department receives information that a possible violation of the Agreement may have occurred, the Department may request sales data on a monthly, rather than a semiannual basis.

**(2) Cost Information**

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

The first report of cost data shall be submitted to the Department not later than May 15, 2003, and shall contain the specified cost data covering the period January 1, 2003 through March 31, 2003. The second report of cost data shall be submitted to the Department not later than August 14, 2003, and shall contain the specified cost data covering the period January 1, 2003 through June 30, 2003. Each subsequent report shall be submitted to the Department not later than February 14 and August 14 of each year, and each report shall contain the specified information for the semiannual period ending 45 days prior to the due date.

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

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

**(4) Verification**

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

**(5) Bundling or Other Arrangements**

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

Where there is reason to believe that such an arrangement does circumvent the basis of the Agreement, the Department will request producers/exporters to provide within 15 days all particulars regarding any such arrangement, including, but not limited to, sales information pertaining to covered and non-covered merchandise that is manufactured or sold by producers/exporters. The Department will accept written comments, not to exceed 30 pages, from all parties no later than 15 days after the date of receipt of such producer/exporter information.

If the Department, after reviewing all submissions, determines that such arrangement circumvents the basis of the Agreement, it may, as it deems most appropriate, utilize one of two options: (1) The amount of the effective price discount resulting from such arrangement shall be reflected in the NV in accordance with section D(3) of this Agreement, or (2) the Department shall determine that the Agreement has been violated and take action according to the provisions under section F of this Agreement.

**(6) Rejection of Submissions**

The Department may reject any information submitted after the deadlines set forth in this section or any information which it is unable to verify to its satisfaction. If information is not submitted in a complete and timely fashion or is not fully verifiable, the Department may calculate NV, and/or U.S. price based on facts otherwise available, as it determines appropriate, unless the Department determines that section F of this Agreement applies.

*(E) Disclosure and Comment*

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

(2) For the first sales period, beginning October 1, 2003, the Department will disclose to each producer/exporter the preliminary results and methodology of the Department's calculations of its NV no later than August 20, 2003. At that time, the Department may also make available such information to the domestic parties to the proceeding in accordance with this section.

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

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

*(F) Violations of the Agreement*

If the Department determines that the Agreement is being or has been violated or no longer meets the requirements of section 734(b) or (d) of the Act, the Department shall take action it determines appropriate under section 734(i) of the Act and the regulations.

*(G) Other Provisions*

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

*(H) Termination or Withdrawal*

The Department will not consider requests for termination of this suspended investigation prior to January 2008. Termination of the suspended investigation will be considered in accordance with the five-year review

provisions of section 351.222 of the Department's regulations.

Any producer/exporter may withdraw from the Agreement at any time upon notice to the Department. Withdrawal shall be effective 60 days after such notice is given to the Department. Upon withdrawal, the Department shall follow the procedures outlined in section 734(i)(1) of the Act.

*(I) Definitions*

For purposes of the Agreement, the following definitions apply:

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

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

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

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

The effective date of this Agreement is January 23, 2003.

*For the Russian Federation Producers/Exporters:* Andrey V. Shikhanovich for JSC Severstal; Date: December 20, 2002. Andrey V. Shikhanovich for JSC Magnitogorsk, Iron and Steel Works (MMK); Date: December 20, 2002. Dmitry V. Tarasov for JSC NOSTA (OKIW), Integrated Iron-Steel Works; Date: December 20, 2002.

*For U.S. Department of Commerce:* Faryar Shirzad, Assistant Secretary for Import Administration; Date: December 20, 2002.

**Appendix A—Principles of Cost****General Framework**

The cost information reported to the Department that will form the basis of the NV calculations for purposes of the Agreement must be <sup>4</sup>:

- Comprehensive in nature and based on a reliable accounting system (*i.e.*, a system based on well-established standards that can be tied to the audited financial statements);
- Representative of the company's costs incurred for the general class of merchandise;
- Calculated on a semiannual weighted-average basis of the plants or cost centers manufacturing the product;
- Based on fully-absorbed costs of production, including any downtime;
- Valued in accordance with generally accepted accounting principles;
- Reflective of appropriately allocated common costs so that the costs necessary for the manufacturing of the product are not absorbed by other products; and
- Reflective of the actual cost of producing the product.

Additionally, a single figure should be reported for each cost component.

**Cost of Manufacturing (COM)**

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

Direct materials is the cost of those materials which are input into the production process and physically become part of the final product.

Direct labor are the costs identified with a specific product. These costs are not allocated among products except when two or more products are produced at the same cost center. Direct labor costs should include salary, bonus and overtime pay, training expenses, and all fringe benefits. Any contracted-labor expense should reflect the actual billed cost or the actual costs incurred by the subcontractor when the corporation has influence over the contractor.

Factory overhead is the overhead costs including indirect materials, indirect labor, depreciation, and other fixed and variable expenses attributable to a production line or factory. Because overhead costs are typically incurred for an entire production line. Acceptable cost allocation can be based on labor hours or machine hours. Overhead costs should reflect any idle or downtime and be fully absorbed by the products.

**Cost of Production (COP)**

COP is equal to the sum of materials, labor, and overhead (COM) plus SG&A expense in the home market (HM).

SG&A expense are those expenses incurred for the operation of the corporation as a whole and not directly related to the manufacture of a particular product. They include corporate general and administrative expenses, financing expenses, and general research and development expenses. Additionally, direct and indirect selling expenses incurred in the HM for sales of the

<sup>4</sup> See footnote 1 in Section C(2) of the Agreement.

product under investigation are included. Such expenses are allocated over cost of goods sold.

#### Constructed Value

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

#### Calculation of Suspension Agreement NVs

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

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

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

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

Commission expenses are payments to unaffiliated parties for sales in the HM.

Credit expenses are expenses incurred for the extension of credit to HM customers.

Movement expenses are freight, brokerage and handling, and insurance expenses.

U.S. direct-selling expenses are the same as HM direct-selling expenses except that they are incurred for sales in the United States.

Movement expenses are additional expenses incidental to importation into the United States. These typically include U.S.

inland freight, insurance, brokerage and handling expenses, U.S. Customs duties, and international freight.

U.S. indirect-selling expenses include general fixed expenses incurred by the U.S. sales subsidiary or affiliated exporter for sales to the United States. They may also include a portion of indirect expenses incurred in the HM for export sales.

#### FOR EP TRANSACTIONS

---

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

---

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

#### FOR CEP TRANSACTIONS

---

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

---

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

#### Appendix B

For purposes of this Agreement, the products covered are hot-rolled iron and non-alloy steel universal mill plates (*i.e.*, flat-rolled products rolled on four faces or in a closed box pass, of a width exceeding 150 mm but not exceeding 1250 mm and of a thickness of not less than 4 mm, not in coils and without patterns in relief), of rectangular shape, neither clad, plated nor coated with metal, whether or not painted, varnished, or coated with plastics or other nonmetallic substances; and certain iron and non-alloy

steel flat-rolled products not in coils, of rectangular shape, hot-rolled, neither clad, plated, nor coated with metal, whether or not painted, varnished, or coated with plastics or other nonmetallic substances, 4.75 mm or more in thickness and of a width which exceeds 150 mm and measures at least twice the thickness. Included as subject merchandise in this petition are flat-rolled products of nonrectangular cross-section where such cross-section is achieved subsequent to the rolling process (*i.e.*, products which have been "worked after rolling")—for example, products which have been bevelled or rounded at the edges. This merchandise is currently classified in the Harmonized Tariff Schedule of the United States (HTS) under item numbers 7208.40.3030, 7208.40.3060, 7208.51.0030, 7208.51.0045, 7208.51.0060, 7208.52.0000, 7208.53.0000, 7208.90.0000, 7210.70.3000, 7210.90.9000, 7211.13.0000, 7211.14.0030, 7211.14.0045, 7211.90.0000, 7212.40.1000, 7212.40.5000, 7212.50.0000. Excluded from the subject merchandise within the scope of this Agreement is grade X-70 plate. Although the HTS subheadings are provided for convenience and customs purposes, our written description of the scope of this investigation is dispositive.

[FR Doc. 03-1782 Filed 1-24-03; 8:45 am]

BILLING CODE 3510-DS-P

#### DEPARTMENT OF COMMERCE

##### National Oceanic and Atmospheric Administration

[I.D. 012203A]

#### Proposed Information Collection; Comment Request; Northeast Region Vessel Monitoring and Communications

**AGENCY:** National Oceanic and Atmospheric Administration (NOAA).  
**ACTION:** Notice.

**SUMMARY:** The Department of Commerce, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

**DATES:** Written comments must be submitted on or before March 28, 2003.

**ADDRESSES:** Direct all written comments to Diana Hynek, Departmental Paperwork Clearance Officer, Department of Commerce, Room 6625, 14th and Constitution Avenue, NW, Washington, DC 20230 (or via the Internet at [dHynek@doc.gov](mailto:dHynek@doc.gov)).

**FOR FURTHER INFORMATION CONTACT:** Requests for additional information or