

the results and methodology of its calculation of Reference Prices.

IX. Monitoring

A. The Department will monitor entries of UANS from the Russian Federation to ensure compliance with this Agreement. Among other means, the Department will review publicly-available data and other official import data, including, as appropriate, records maintained by the U.S. Customs Service, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

B. The Department may require, and each Signatory agrees to provide, confirmation, through documentation provided to the Department, that the price received on any sale subject to this Agreement was not less than the established reference price. The Department may require that such documentation be provided, and be

subject to verification, within 30 days of the sale.

C. The Department may require, and each Signatory agrees to report, on computer disk in the prescribed format and using the prescribed method of data compilation, each sale of the merchandise subject to this Agreement, either directly or indirectly to unaffiliated purchasers in the United States, including each adjustment applicable to each sale, as specified by the Department.

D. Each Signatory agrees to permit review and on-site inspection of all information deemed necessary by the Department to verify the reported information.

X. Expedited Reviews

A. If a surge, as defined in paragraph B, in U.S. imports of UANS from the Russian Federation occurs, any party to the proceeding may request that the

Department conduct a review pursuant to section 751(b) of the Act to determine whether the Suspension Agreement continues to meet the requirements of section 734(c)(1)(A) of the Act. If a surge has occurred, and the Department receives an appropriately documented request, the Department will regard the surge as good cause to conduct a changed circumstances review and shall conduct such a review and complete it within 45 days of initiation.

B. For purposes of section X.A., a surge in U.S. imports of UANS from the Russian Federation shall be considered to have occurred whenever imports of such UANS exceed the following amounts in metric tons. These annual levels will be divided evenly into four quarterly amounts, and a surge will be considered to have occurred if, in any one calendar quarter, the level of imports exceeds one-quarter of those annual amounts.

Moratorium to June 30, 2003	July-Dec. 2003	2004	2005	2006	2007
	60,000 MT	150,000 MT	200,000 MT	250,000 MT	300,000 MT

XI. Anticircumvention

A. The Signatories will not circumvent this Agreement. Together with each sales report provided pursuant to section VII.A, each Signatory will certify to the Department in writing that the sales reported therein include all sales by that signatory directly or indirectly to unaffiliated purchasers in the United States or for delivery to the United States, and that the Signatory did not make any other such sales pursuant to any bundling arrangement, on-site processing arrangement, discounts/free goods/financing package, swap, exchange, or other arrangement in circumvention of this Agreement.

B. The signatories to this Agreement will not engage in any of the following activities:

1. Exchange ("swap") subject merchandise for non-subject merchandise to be entered into the United States in place of the subject merchandise, thereby evading the requirements of this Agreement. Swaps include but are not limited to the following different types of swaps:

a. Ownership Swaps—involve the exchange of ownership of UANS without physical transfer. These may include exchange of ownership of UANS in different countries, so that the parties obtain ownership of products located in different countries, or exchange of ownership of UANS

produced in different countries, so that the parties obtain ownership of products of different national origin.

b. Flag Swaps—involve the exchange of indicia of national origin of UANS, without any exchange of ownership.

c. Displacement Swaps—involve the sale or delivery of UANS from the Russian Federation to an intermediary country (or countries) which, regardless of the sequence of events, results in the ultimate sale or delivery into the United States of displaced UANS, where the exporter in the Russian Federation knew or had reason to know that the export sale would have that result.

2. Transship subject merchandise to the United States through third countries inconsistent with the terms of this Agreement.

C. To help prevent circumvention of this Agreement, Signatories agree to take the following steps:

1. Establish contracts that incorporate the terms of this Agreement and obligate purchasers, including customers in and outside the United States (i) to only use, resell, or enter into any other arrangements pursuant to terms that prohibit circumvention of this Agreement, (ii) not to engage in any of the activities listed in section XI.B, (iii) to include the same requirement in any subsequent contracts for the sale or transfer of such UANS, (iv) to provide to the Department all requested information, including subsequent arrangements entered into for the sale,

transfer, exchange, or loan to the United States of UANS, and (v) to comply with requests for verification. Signatories shall refuse to enter into contracts with parties unwilling to comply with the terms of this Agreement. Signatories must ensure that their customers of any nationality will not engage in activities to circumvent this Agreement.

2. Require any Selling Agents to establish a contract with third parties to ensure that their sales of subject merchandise are consistent with the requirements of this Agreement. These contracts must also require the Selling Agent to maintain documentation demonstrating that sales of subject merchandise are made consistent with this Agreement and authorize the Department to verify the Selling Agent's records.

D. At any time and without prior notice, the Department may conduct verifications of Importers or Selling Agents to determine whether they are selling subject merchandise in accordance with this Agreement.

E. The Department shall investigate any allegations of circumvention brought to its attention.

XII. Consultations

A. The Department and any Signatory may request consultations at any time regarding the implementation, operation (including any changes in the relationship of the reference price to