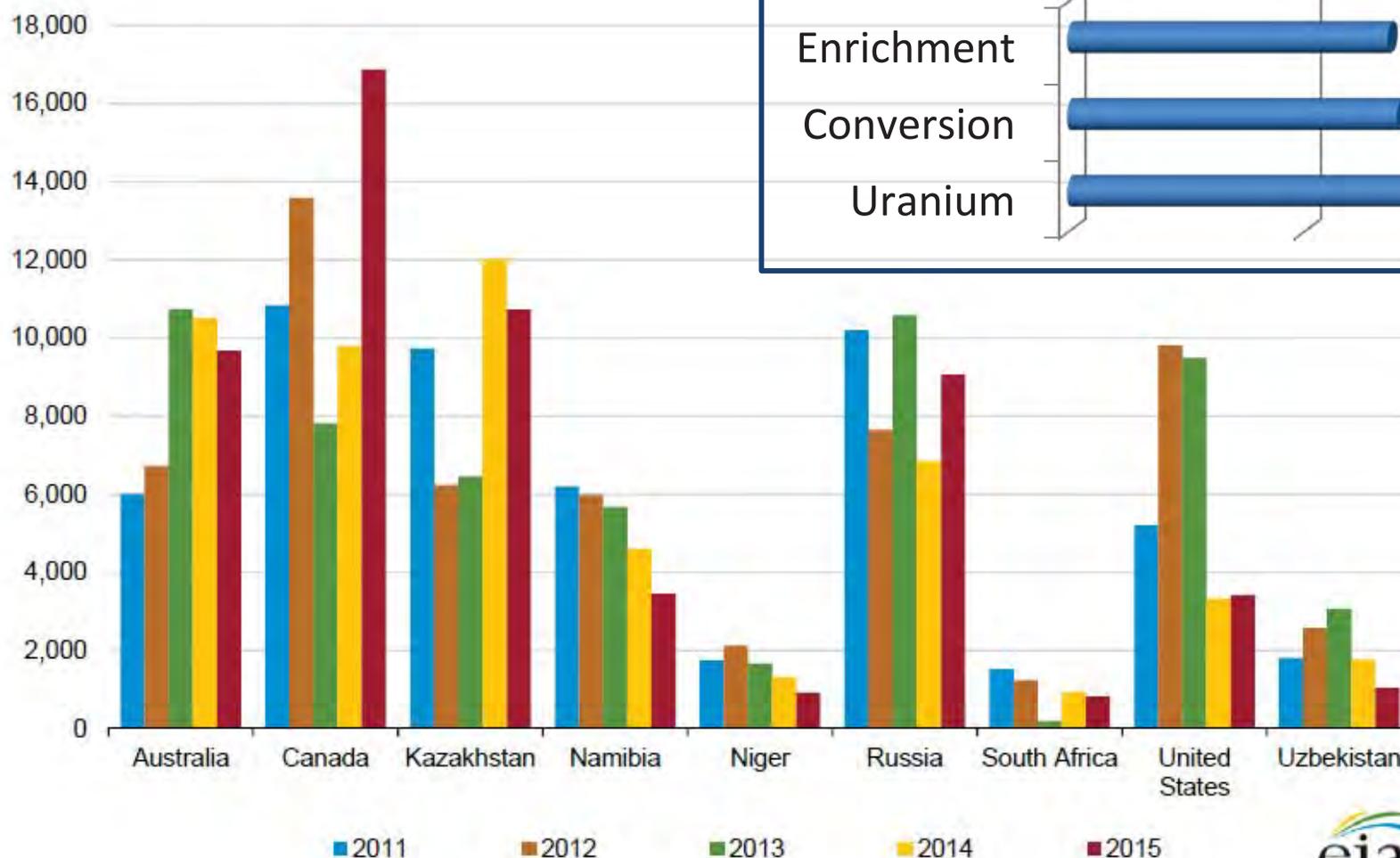


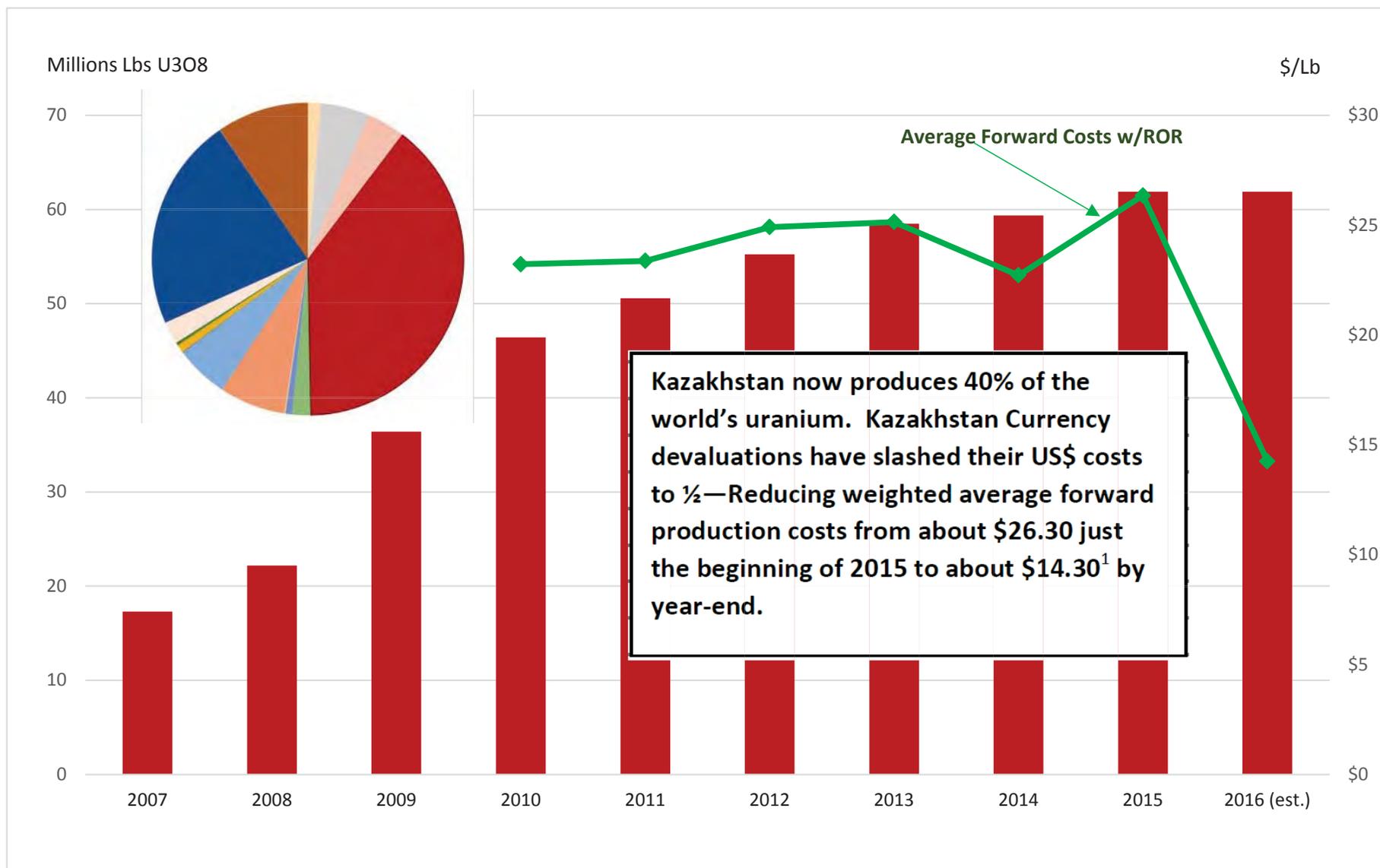
US Domestic Uranium, Conversion & Enrichment Industries are now International Markets

Figure 5. Uranium purchased by owners and operators of U.S. civilian nuclear power reactors by selected origin country and delivery year, 2011-15

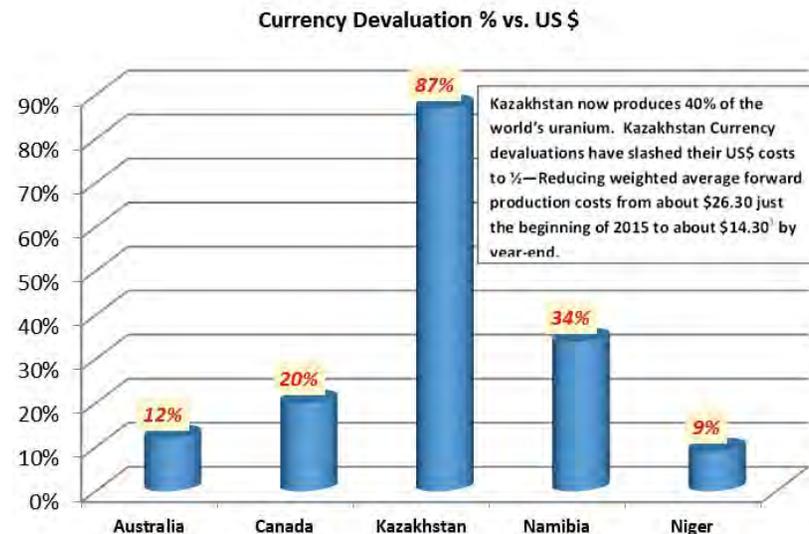
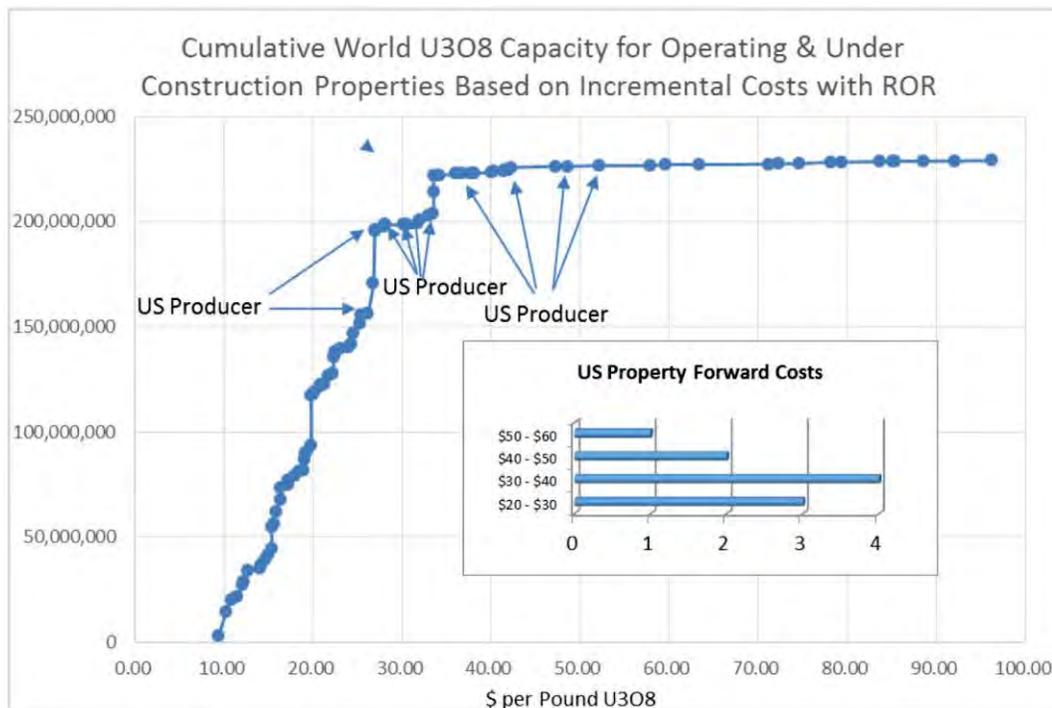
thousand pounds U₃O₈ equivalent



Kazakhstan dominates WW U Production; *while currency devaluations have cut their US\$ costs in half*



US Domestic Uranium Industry struggles to compete economically Internationally...



NAC International's Uranium Supply Analysis System

In addition to higher costs, US producers have a very small reserve base to support additional production. *In its 2015 Domestic Uranium Production Report EIA stated "...that at the end of 2015 estimated uranium reserves for mines in production were 16 million pounds at a maximum forward cost of \$50 per pound"*.

EIA Domestic Uranium Production Reports (\$/Lb.)						
Year	Drilling	Production	Land	Exploration	Reclamation	Totals
2006	\$ 9.77	\$ 16.05	\$ 9.99	\$ 5.67	\$ 12.40	\$ 53.87
2007	\$ 14.89	\$ 19.94	\$ 17.14	\$ 11.09	\$ 11.07	\$ 74.15
2008	\$ 20.99	\$ 56.69	\$ 16.71	\$ 12.87	\$ 12.58	\$ 119.84
2009	\$ 9.55	\$ 38.03	\$ 4.67	\$ 6.53	\$ 16.83	\$ 75.65
2010	\$ 10.55	\$ 31.53	\$ 4.78	\$ 8.16	\$ 10.57	\$ 65.59
2011	\$ 13.43	\$ 42.30	\$ 4.91	\$ 10.90	\$ 8.44	\$ 79.98
2012	\$ 16.06	\$ 45.08	\$ 4.05	\$ 8.03	\$ 11.89	\$ 85.12
2013	\$ 10.71	\$ 36.10	\$ 3.13	\$ 4.64	\$ 11.68	\$ 66.26
2014	\$ 5.77	\$ 28.13	\$ 2.37	\$ 2.19	\$ 10.57	\$ 49.01
2015	\$ 8.59	\$ 35.45	\$ 3.62	\$ 1.41	\$ 17.77	\$ 66.86

NOTE: Table 8. US Uranium Expenditures divided by Table 3. US Uranium Concentrate Production



The US Uranium Industry is Decreasing higher-cost US Production...while Increasing lower-cost Non-US Production

- Cameco and Uranium One once made up 2/3 of US Uranium Production, but now....
- They have reduced US **-1.4M** lbs. while increasing Non-US Production +**6M** lbs,

	2014	2015
Cameco US Production	2,700	1,800
Delta from prior year	300	<900>
Non-US Production	20,603	26,458
Delta from prior year	<472>	5,855
Worldwide Production	23,303	28,258
<i>US Production %</i>	<i>11.6%</i>	<i>6.4%</i>

	2014	2015
Uranium One US Prod.	563	117
Delta from prior year	<377>	<446>
Non-US Production	12,057	12,341
Delta from prior year	19	284
Worldwide Production	12,620	12,458
<i>US Production %</i>	<i>4.5%</i>	<i>0.9%</i>

Company	Multi-Nationals with US and Non-US Production		Domestic Only Production Centers (1,000 Lbs of U3O8)			
	Cameco	Uranium One	Ur-Energy	Strata Energy	Energy Fuels	UEC
Parent Country of Registration	Canada	Russia	Canada	Australia	Canada	Canada
US Properties	Smith Ranch, Crow Butte, North Butte	Willow Creek	Lost Creek	Lance	Nichols R., Alta Mesa, White Mesa	Palangana, Goliad
Non-US Production	26,458	12,341	0	0	0	0
US Production	1,800	117	727	0	468	13
Planned 2016 US Production	1,100	0	700	300	950	~0
US Status	Not developing new US well fields	Not developing new US well fields	Continues to operate	Ramping up production	Operates Conventional Mill as Needed	Reducing Production

Exhibit 14

[A-834-803, A-835-802, A-821-802, A-842-802, A-823-802, A-844-802, A-831-802, A-832-802, A-822-802, A-833-802, A-841-802, A-843-802]

Preliminary Determinations of Sales at Less Than Fair Value: Uranium From Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine and Uzbekistan; and Preliminary Determinations of Sales at Not Less Than Fair Value: Uranium From Armenia, Azerbaijan, Byelarus, Georgia, Moldova and Turkmenistan

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

EFFECTIVE DATE: June 3, 1992.

FOR FURTHER INFORMATION CONTACT: Larry Sullivan or Carole A. Showers, Investigations, Import Administration, U.S. Department of Commerce, room B099, 14th Street and Constitution Avenue NW., Washington, DC 20230; telephone (202 377-0114 or 377-3217, respectively).

PRELIMINARY DETERMINATIONS: We preliminarily determine that imports of uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine and Uzbekistan are being, or are likely to be, sold in the United States at less than fair value (LTFV), as provided in section 733 of the Tariff Act of 1930, as amended (the Act). Because respondents failed to provide adequate information in a timely manner, we have based our preliminary LTFV calculations on the best information otherwise available (BIA). The estimated margins are shown in the "Suspension of Liquidation" section of this notice. In addition, we preliminarily determine that uranium from Armenian, Azerbaijan, Byelarus, Georgia, Moldova and Turkmenistan is not being, nor is it likely to be, sold in the United States at less than fair value, as provided for in section 733 of the Act.

Case History

Since the publication of the notice of initiation in the *Federal Register* (58 FR 63711, December 5, 1991), the following events have occurred.

A. General

On December 10, 1992, the Department received a letter of appearance on behalf of Techsnabexport Ltd. (Tenex), the sole exporter of the subject merchandise during the period of investigation, NUEXCO Trading Corporation (NUEXCO), and Global Nuclear Services and Supply Ltd. (GNSS) (collectively referred to herein as Tenex).

On December 23, 1991, the U.S. International Trade Commission (ITC) issued an affirmative preliminary injury determination.

On December 25, 1991, the Union of Soviet Socialist Republics (USSR) dissolved and the United States subsequently recognized the 12 newly independent states (NIS) which emerged. The Russian Federation was the only NIS which had a diplomatic facility in the United States at that time. In early January 1992, the U.S. State Department informed us that the Russian Embassy was acting as a liaison to the other NIS. On January 16, 1992, the Department presented antidumping duty questionnaires to Tenex and to the Embassy of the Russian Federation for service on the Russian Federation, the Russian Ministry of Atomic Power and Industry, and the other eleven constituent republics of the former USSR (Armenia, Azerbaijan, Byelarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan).

We were notified on January 23, 1992, by officials of the Russian Embassy, of their willingness to transmit the questionnaires to all other NIS except Byelarus and Ukraine, which maintained United Nations missions in New York. We served the questionnaire on those missions on January 29, 1992. On January 30, 1992, the Department sent questionnaires to the United States Embassy in Moscow which serviced copies of the questionnaire on the permanent representative to the Russian Federation of each NIS. These questionnaires were served on February 10 and 11, 1992.

B. Requests for Extension

On February 3, 1992, pursuant to a request by Tenex, the Department extended its deadline for Section A of the questionnaire until February 12, 1992. On February 12, pursuant to another request by Tenex, the Department extended the deadline for Section A responses to February 21 (for uranium concentrate and enriched uranium) and February 28 (for uranium hexafluoride). On February 20, 1992, Tenex requested, and the Department granted, an extension until March 13, for the response to Sections C and D of the questionnaire. On March 11, 1992, Tenex requested yet another extension for its response to Sections C and D, which was denied by the Department. We received Section A responses for Tenex on February 21 and 28, 1992. We received a response to Sections C and D on March 13, 1992. We issued a deficiency letter for Section A on March

20, 1992, and received a response to that letter on April 3, 1992. We issued a deficiency letter for Sections C and D on April 13, 1992, which requested Tenex to report U.S. price data as purchase price (PP) sales instead of exporter's sales price (ESP) sales. We also notified Tenex of the severe deficiencies in its foreign market value (FMV) data. We received a response to this letter on April 30, 1992. On May 7, 1992, we received a submission from Tenex arguing that the proper basis for reporting U.S. sales is ESP, not PP as the Department determined.

On February 4, 1992, we received letters from the U.N. missions of Byelarus and Ukraine requesting an extension for their responses to the questionnaire. On February 5, 1992, the Department extended the deadline for Section A responses to February 25 for Ukraine and Byelarus, and, *sua sponte*, to February 12 for Russia and the Ministry of Atomic Energy and February 19 for the other NIS. On February 26, the Department extended the deadline for Ukraine and Byelarus and again, *sua sponte*, extended the deadlines for the other NIS (except Russia) until March 9 for Section A responses and April 1 for responses to Sections C and D. On March 30, 1992, the Department granted a final *sua sponte* extension until April 15, 1992, for the questionnaire responses of all the NIS (except Russia). On May 15, 1992, the Department received a cable from the U.S. Embassy in Dushanbe, Tajikistan, relaying a request from the President of Tajikistan. The President stated that the questionnaire response would have been completed but for the just concluded revolutionary disturbances in his country. The President requested a 30 day extension to complete the questionnaire. Based on these extraordinary circumstances, the Department granted this extension on May 20, 1992. Petitioners objected to any extension in a letter dated May 22, 1992.

C. Critical Circumstances

On January 29, 1992, we received from petitioners an allegation of critical circumstances, which was amended on January 30, 31, and February 7, 1992. On February 26, 1992, we issued a questionnaire regarding critical circumstances to Tenex and all NIS. Tenex' response to this questionnaire was included in its March 13, 1992 response. On May 15, 1992, Tenex attempted to refute petitioners' claims regarding the massiveness of the imports of uranium.

D. Dissolution of the Soviet Union and Postponement of the Preliminary Determination

As stated above, the USSR dissolved and 12 NIS were recognized as successor states. We received submissions from petitioners on January 9, 24, and February 13, and from Tenex, on January 10, February 7, and 14, concerning the issue of whether the Department should continue or terminate this investigation in light of the dissolution of the USSR and the emergence of 12 newly independent successor states. On March 25, 1992, the Department issued a notice postponing the preliminary determination in this investigation 30 days because we found it to be "extraordinarily complicated" as defined under section 733(c)(1)(B) of the Act (57 FR 11064, April 1, 1992). In that notice, the Department also gave notice that it intended to continue this investigation with respect to the NIS of the former USSR. We postponed the preliminary determination an additional ten days because additional time was needed (57 FR 21646, May 21, 1992).

E. Best Information Available

On March 18 and 24, and April 23 and 24, 1992, petitioners requested that the Department use best information available (BIA) in making its preliminary determination because no responses had been received from a producer or country, the home market factors submitted by Tenex were untimely and uncertified, and the U.S. price data submitted by Tenex were materially deficient. Petitioners provided new data to be used for BIA. Tenex contested petitioners' arguments and offered its own analysis of BIA for FMV in submissions dated April 15, May 7, 8, and 15, 1992. On May 15, 1992, petitioners objected to the BIA submissions of Tenex on the basis that, *inter alia*, Tenex had failed to provide the Department with the data sought in the questionnaire and, therefore, had no right to submit information on BIA. Tenex urged the Department to consider its submission and another made at the Department's request by Maine Yankee Atomic Power Company and Vermont Yankee Nuclear Power Corporation (The Yankee Group), on May 7, 1992, in determining the appropriate basis for BIA. On April 21, 1992, we received a requested submission from a group of electric utilities which includes Consumers Power Company, Energy Operations Inc., Florida Power & Light Company, New Hampshire Yankee Division of Public Service Company of New Hampshire, New York Power Authority, Public Service Electric & Gas

Company, Union Electric Company, Virginia Power, and Wisconsin Electric Power Company (the Electric Utilities), suggesting various factors which the Department should take into account when analyzing the FMV data. By letter dated May 22, 1992, petitioners rebutted the Yankee Group's BIA submission.

F. Class or Kind

By submissions dated January 10, March 13, and April 24, 1992, Tenex argued that the subject merchandise constitutes three classes or kinds of merchandise. On April 21, 1992, the Electric Utilities responded to a request by the Department by submitting information regarding class or kind. Petitioners argued, in submissions dated January 24 and March 27, that the subject merchandise constitutes one class or kind as indicated in the petition. On May 21, 1992, we received a requested submission from the Department of Energy (DOE) supporting a finding of one class or kind of merchandise.

G. Responses From Non-Producing Countries

On March 23, 1992, the Department received a fax from the State Committee for Foreign Economic Relations in Minsk, Byelarus. However, the fax was not easily legible so the Department requested a more legible response. On April 10, 1992, we received a cable from the U.S. Embassy in Minsk which stated that Embassy officials contacted Byelarus officials regarding the Department's questionnaire. The officials stated that Byelarus does not mine, produce or store uranium. The officials also stated that they had previously sent a letter to the Department with the same response.

On April 21, 1992, the Department received a cable from the U.S. Embassy in Yerevan, Armenia, which contained the text of a letter from the Armenian Minister of Energy and Fuel to the Department. The letter stated that Armenia did not produce, export or stockpile uranium during the POI.

On April 28, 1992, we received a cable from the U.S. Embassy in Ashkhabad, Turkmenistan, in which Turkmenistan officials are quoted as stating that Turkmenistan's only uranium producing site was closed in 1957 and that presently Turkmenistan does not produce, process or export uranium. On May 19, 1992, the Department received a letter from the Chief of the Section for Extraordinary Situations of the State Commission of Turkmenistan stating that Turkmenistan does not engage in uranium development or export.

On May 4, 1992, the Department received a cable from the U.S. Embassy in Baku, Azerbaijan, relaying a message from the Chairman of the State Committee of the Azerbaijani Republic in Geology and Mineral Resources stating that Azerbaijan does not mine uranium. On May 28, 1992, we received a fax from the U.S. Embassy in Moscow which contained a copy of a letter sent to it from the Azerbaijani permanent representative in Moscow. This letter stated that no uranium or uranium-containing materials were exported to the United States from Azerbaijan.

On May 5, 1992, the Department received a cable from the U.S. Embassy in Moscow relaying a communication from the Ministry of Foreign Economic Relations of Moldova which stated that Moldova did not produce, export or store uranium during the POI. This cable also relayed a telephone message from the U.S. Embassy in Tblisi, Georgia, where no cable capability exists yet. An Embassy official spoke with the Deputy Minister of Industry who stated that no uranium business exists in Georgia.

We instructed these embassies by cable that department regulations require that the Department receive a response and that the response be certified.

Scope of Investigations

The merchandise covered by these investigations constitutes one class or kind of merchandise (see "Class or Kind" section of this notice). The merchandise covered by these investigations includes natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermet), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U235 and its compounds; alloys, dispersions (including cermet), ceramic products, and mixtures containing uranium enriched in U235 or compounds or uranium enriched in U235. The uranium subject to these investigations is provided for under subheadings 2612.10.00.00, 2844.10.10.00, 2844.10.20.10, 2844.10.20.25, 2844.10.20.50, 2844.10.20.55, 2844.10.50.00, 2844.20.00.10, 2844.20.00.20, 2844.20.00.30, and 2844.20.00.50, of the Harmonized Tariff Schedule (HTS). Although the HTS subheadings are provided for convenience and customs purposes, our written description of the scope of these proceedings is dispositive.

On May 21, 1992, the DOE requested that the Department determine whether highly enriched uranium (HEU) is

covered by the scope of these investigations. The petition does not include HEU in its scope and implies that HEU is not covered. Therefore, we preliminarily determine that HEU is not within the scope of this investigation.

Class or Kind

As noted above, Tenex argues that the subject merchandise constitutes three classes or kinds of merchandise, *i.e.*, (1) uranium ore and concentrates, (2) uranium hexafluoride (UF₆), and (3) enriched uranium product (EUP). Petitioners, however, maintain that a finding of one class or kind of merchandise is appropriate. At the Department's request, the DOE and the Electric Utilities submitted arguments regarding class or kind, the former arguing for one class or kind and the latter contending that the subject merchandise constitutes four classes or kinds of merchandise, *i.e.*, the three mentioned above and nuclear fuel assemblies.

Based on an analysis of the comments on class or kind submitted during this proceeding, we have determined that the product under investigation constitutes a single class or kind of merchandise (see Memorandum from Team to Francis J. Sailer, dated May 27, 1992). We based our analysis on the "Diversified" criteria (see, *Diversified Products Corp. v. United States*, 6 CIT 155 (1983)) and case precedent.

Period of Investigation

The period of investigation (POI) is June 1 through November 30, 1991.

Best Information Available

We have determined, in accordance with section 776(c) of the Act, that the use of BIA is appropriate in six of these investigations. In deciding whether to use BIA, section 776(c) provides that the Department may take into account whether the respondent provided the information requested in a timely manner and in the form required.

While Tenex submitted certain information with respect to U.S. price, it completely failed to provide any factors of production information in its questionnaire response, despite extensive efforts by the Department to obtain such information.

While we eventually received a partial response from Tenex with regard to factors of production information, that response was unusable for many reasons. First, on its face the information provided in the response was severely deficient in that it did not provide the data requested by the Department in its questionnaire. Second, Tenex is not a producer of the subject

merchandise, merely an exporter, and as such does not have first-hand knowledge of the production enterprises. Verification of second-hand knowledge would be a futile endeavor. Third, the response was not certified by officials at the production enterprises, although the Department did receive an untimely certification two months after the information was filed from an official of only one of several production enterprises in question. The absence of information from the appropriate source necessary to establish FMV rendered the responses provided by Tenex unusable and precipitated the Department's use of BIA. Except for the responses we received from Armenia, Azerbaijan, Byelarus, Georgia, Moldova and Turkmenistan, which informed us that these countries were not producers or exporters of uranium, we received no information or questionnaire responses from any other NIS. Therefore, we have used the information submitted in the petition and detailed in our initiation notice as the best information available for the preliminary determinations with respect to Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine and Uzbekistan. This information was modified, as appropriate, according to submissions of petitioners and two parties from which the Department solicited information (see "United States Price" and "Foreign Market Value" sections, below, and Memorandum from Linda K. Eads and Lawrence P. Sullivan to Marie Parker and Susan H. Kuhback dated May 27, 1992).

Petitioners have argued that the Department should not consider the submission of the Yankee Group, because this submission was not filed by an interested party. In addition, petitioners assert that these are not the type of comments which the Yankee Group is qualified to provide because it is not involved in any manner in the production of enriched uranium. Finally, petitioners question the validity of any information submitted by the Yankee Group in light of the contract that it has with Tenex.

The Department requested the Yankee Group to make its submission in accordance with 19 CFR 353.31(b)(1). While the Yankee Group is not a producer of the subject merchandise, it is a purchaser of uranium concentrate and enriched uranium and has experience with the firms in the industry. Furthermore, as an active participant in the uranium market, it has ready access to publicly available industry information. The Department has critically analyzed all BIA submissions and has accepted the

arguments and proposals which we found substantiated and appropriate.

Tenex also submitted a detailed analysis of BIA and an addendum to that analysis. It is the Department's position that a respondent's obligation is to respond adequately to the questionnaire, not to provide information which estimates the information which it should have provided but did not. Therefore, we have not considered the submissions of Tenex regarding BIA.

Tenex has argued that it should not be held responsible for the lack of response from the production enterprises and, therefore, it should not be penalized for the inaction of those entities. However, in an NME case, the Department presumes central control of all production and exporting facilities (see, *e.g.*, Final Determination of Sales at Less Than Fair Value; Tungsten Ore Concentrates from the People's Republic of China, 56 FR 47738 (September 20, 1991)). Therefore, we consider there to be one respondent in each NME country. Thus, the Department holds each country's central government responsible for providing an adequate response to all sections of the Department's questionnaire. With respect to each country under investigation, the Department requires a response which provides complete and accurate data on U.S. sales and factors of production in order to consider any response for a determination. Tenex' response represents only a part of the information required by the Department to perform a less than fair value analysis, and is, therefore, materially deficient.

As noted above in the "Case History" section, we have received responses from certain NIS, either directly or through our embassies in those countries. These responses indicate that these countries do not produce, export or stockpile uranium. Under normal circumstances, we would require all of these responses to be in writing and properly certified. However, as recognized in the notices of postponement of this investigation (57 FR 11064, April 1, 1992, and 57 FR 21046, May 21, 1992), these investigations are "extraordinarily complicated," largely due to the confusion and turmoil surrounding the dissolution of a political entity and its replacement with 12 separate successors. The dissolution of the USSR has made communication between the Department and the NIS extremely difficult, if not at times impossible. The recent establishment of U.S. diplomatic facilities in the NIS has eased these difficulties, albeit limitedly.

In addition, based on information submitted by petitioners and sourced from a Central Intelligence Agency publication (The Soviet Energy Atlas, January 1985), Armenia, Azerbaijan, Byelarus, Georgia, Moldova and Turkmenistan do not mine or produce uranium. Therefore, we have determined that, for purposes of our preliminary determinations, Armenia, Azerbaijan, Byelarus, Georgia, Moldova and Turkmenistan have adequately responded that their respective countries did not produce, export or stockpile uranium during the POI. For purposes of our final determinations, however, we will require a certified response to this effect. In addition, these responses will be subject to verification.

Fair Value Comparisons

After the initiation of this investigation, the country identified in the petition, the USSR, was dissolved and its territory divided between 12 independent states. The United States has officially recognized each of these states as a sovereign nation. Accordingly, the Department is severing the investigation into 12 separate investigations and, to the extent possible, will calculate for each independent state, except the six non-producing NIS, a separate foreign market value and U.S. price.

To determine whether sales of uranium from the former USSR to the United States were made at less than fair value, we compared the United States prices (USP) to the FMV, as specified in the "United States Price" and "Foreign Market Value" sections of this notice. Both USP and FMV are based on BIA, as stated in the section above.

It is the Department's practice to base BIA on an average margin, as opposed to the highest calculated margin, when we determine that respondents have attempted to cooperate with the Department's investigation (see Preliminary Determination of Sales at Less Than Fair Value: Circular Welded Non-Alloy Steel Pipe From Taiwan, 57 FR 17892 (April 28, 1992)). As the Department indicated in its first notice of postponement (57 FR 11064, April 1, 1992), we believe that Tenex has attempted to cooperate in this investigation because they are the sole exporter and attempted to provide the Department with complete USP data. Therefore, we base the preliminary margin on an average of the two calculated margins.

United States Price

Petitioners' estimate of USP is based on an estimated weighted average f.o.b.

import price taken from U.S. Bureau of Census statistics on imports of natural and enriched uranium from the former USSR during the period January 1990 through August 1991.

Foreign Market Value

Petitioners allege, and the Department determined, that the former USSR was a nonmarket economy country during the POI within the meaning of section 773(c) of the Act (see Memorandum from David Mueller to Carole Showers dated March 24, 1992). In accordance with section 771(18)(C) of the Act, any determination that a foreign country is an NME shall remain in effect until revoked. This presumption covers a geographic area, each part of which assumes the previous NME character in the event of dissolution. Therefore, each NIS will continue to be treated as an NME until this presumption is overcome. In these investigations, no information has been presented which would require the Department to revoke the NME status of any of the NIS.

Accordingly, petitioners calculated FMV on the basis of constructed value (CV), using the factors of production methodology specified in section 773(c)(3) of the Act. Petitioners calculated separate CVs for mined and enriched uranium.

We have followed the methodology used in the initiation of this investigation (56 FR 63711, 63712), except in the following instances: (1) For mined uranium, we valued labor in Namibia instead of Portugal because Namibia is the preferred surrogate country and the Namibian labor value is uranium-specific. Additionally, an adjustment to a Canadian factor based upon differential labor rates was accordingly revised, and (2) for enriched uranium, we did not allow a 1991 projected production adjustment to the 1990 values for depreciation, research and development, and selling, general and administrative expenses.

Critical Circumstances

Petitioners allege that "critical circumstances" exist with respect to imports of uranium from the former USSR. Section 733(e)(1) of the Act provides that critical circumstances exist when we determine that there is a reasonable basis to believe or suspect the following:

(1) That there is a history of dumping of the same class or kind of merchandise, or that the person by whom, or for whose account, the merchandise was imported knew or should have known that the exporter was selling the merchandise at less than fair value; and

(2) That there have been massive imports of the subject merchandise over a relatively short period.

To determine whether imports have been massive over a relatively short period, we based our analysis on official statistics of the Department, as BIA, for equal periods immediately preceding and following the filing of the petition. Because we used BIA with respect to the LTFV analysis, we have no cause to use or verify any of the data submitted by Tenex. Therefore, we did not use Tenex' shipment information in our critical circumstances analysis.

The time period we used for comparison purposes begins in December 1991, the first complete month after the petition was filed (November 8, 1991). We began the comparison period in December 1991 because the subject merchandise is transported by ship from the former Soviet Union to the United States, a journey of 17 days to over one month, according to data submitted by petitioners. Therefore, any subject merchandise shipped on or after the filing date of the petition would almost certainly enter the United States after December 1, 1991. Likewise, any shipments leaving the former USSR before that date would enter the United States before December 1, 1991. Based on available statistics, and in accordance with our regulations (19 CFR 353.16(g)), we determine it appropriate to use for comparison the period December 1991 through March 1992.

We compared the quantity of imports during the comparison period to the imports during the immediately preceding period (the "base period") of comparable duration (*i.e.*, August through November 1991).

Under 19 CFR 353.16(f)(2), unless the imports in the comparison period have increased by at least 15 percent over the imports during the base period, we will not consider the imports "massive." Our analysis indicates that shipments from the former USSR have increased by considerably more than 15 percent.

Since this shows evidence of massive imports over a relatively short period of time, we need to consider whether there is a history of dumping or whether there is reason to believe or suspect that importers of this product knew or should have known that it was being sold at less than fair value. We examined recent antidumping cases and found that there are currently no findings of dumping in the United States or elsewhere on the subject merchandise by former Soviet producers.

We then examined the magnitude of the dumping margins in these investigations. It is our standard

practice to impute knowledge of dumping under section 733(e)(1)(A)(ii) of the Act, when the estimated margins are of such a magnitude that the importer should have realized that dumping existed with regard to the subject merchandise. Normally, in purchase price sales, we consider estimated margins of 25 percent or greater to be sufficient, and in exporter's sales price sales, margins of 15 percent or greater to be sufficient to impute knowledge of dumping. See, e.g. Final Determination of Sales at Less than Fair Value: High-Tenacity Rayon Filament Yarn from Germany (Yet to be published). Using these criteria, we have found that the preliminary margins in these investigations are sufficient to impute knowledge of dumping. Therefore, we find that the requirements of section 733(e)(1) are met and we preliminarily determine that critical circumstances exist with respect to imports of uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine and Uzbekistan. For Armenia, Azerhajian, Byelarus, Georgia, Moldova and Turkmenistan, we have determined that the requirements of section 733(e)(1) are not met. Therefore, critical circumstances do not exist with respect to these countries.

Verification

As provided in section 776(b) of the Act, we will verify all the non-BIA information used in reaching our final determinations.

Suspension of Liquidation

In accordance with section 733(d)(1) of the Act, we are directing the U.S. Customs Service to suspend liquidation of all entries of uranium, as defined in the "Scope of Investigations" section of this notice, from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine and Uzbekistan that are entered, or withdrawn from warehouse, for consumption 90 days prior to or after the date of publication of this notice in the *Federal Register*. The U.S. Customs Service shall require a cash deposit or posting of a bond equal to 115.82 percent on all entries of uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine and Uzbekistan. This suspension will remain in effect until further notice. Due to our preliminary negative determinations with respect to Armenia, Azerbaijan, Byelarus, Georgia, Moldova, and Turkmenistan, we are not suspending liquidation of entries of uranium from these countries.

ITC Notification

In accordance with section 733(f) of the Act, we will notify the ITC of our

determinations. If our final determinations are affirmative, the ITC will determine whether these imports are materially injuring, or threaten material injury to, the U.S. industry before the later of 120 days after the date of these preliminary determinations or 45 days after our final determinations. In addition, we are making available to the ITC all nonprivileged and nonproprietary information relating to these investigations. We will allow the ITC access to all privileged and business proprietary information in our files provided the ITC confirms that it will not disclose such information, either publicly or under administrative protective order, without the written consent of the Deputy Assistant Secretary for Investigations, Import Administration.

Public Comment

In accordance with 19 CFR 353.38, we will hold a public hearing, if requested, to afford interested parties an opportunity to comment on these preliminary determinations on August 3, 1992, at 2 p.m. at the U.S. Department of Commerce, room 3708, 14th Street and Constitution Avenue NW., Washington, DC 20230. Individuals who wish to request a hearing must submit such a request within ten days of the publication of this notice in the *Federal Register* to the Assistant Secretary for Import Administration, U.S. Department of Commerce, room B099, 14th Street and Constitution Avenue, NW., Washington, DC 20230. Parties should confirm by telephone, the time, date, and place of the hearing 48 hours before the scheduled time.

Requests should contain: (1) The party's name, address, and telephone number; (2) the number of participants; (3) the reason for attending; and (4) a list of the issues to be discussed. In addition, ten copies of the business proprietary version and five copies of the nonproprietary version of the case briefs must be submitted to the Assistant Secretary no later than July 23, 1992. Ten copies of the business proprietary version and five copies of the nonproprietary version of the rebuttal briefs must be submitted to the Assistant Secretary no later than July 30, 1992. An interested party may make an affirmative presentation only on arguments included in that party's case or rebuttal briefs. Written arguments should be submitted in accordance with section 353.38 of the Commerce Department's regulations and will be considered if received within the time limits specified above.

These determinations are published pursuant to section 733(f) of the Act (19 U.S.C. 1673b(f)) and 19 CFR 353.15.

Dated: May 28, 1992.

Alan M. Dunn,
Assistant Secretary for Import
Administration.

[FR Doc. 92-12973 Filed 6-2-92; 8:45 am]
BILLING CODE 3510-09-M

International Trade Administration

[C-533-807]

Initiation of Countervailing Duty Investigation: Sulfanilic Acid From India

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

EFFECTIVE DATE: June 3, 1992.

FOR FURTHER INFORMATION CONTACT: Rick Herring or Magd Zalok, Office of Countervailing Investigations, Import Administration, International Trade Administration, U.S. Department of Commerce, Room B099, 14th Street and Constitution Avenue, NW., Washington, DC 20230; telephone: (202) 377-3530 or (202) 377-4162, respectively.

Initiation

The Petition

On May 8, 1992, the R-M Industries Corporation filed with the Department of Commerce (the Department) a countervailing duty petition on behalf of the United States industry producing sulfanilic acid. In accordance with 19 CFR 355.12, the petitioner alleges that producers and exporters of sulfanilic acid in India receive subsidies within the meaning of section 701 of the Tariff Act of 1930, as amended (the Act).

Allegation of Subsidies

Petitioner alleges that the following programs provide subsidies to producers of the subject merchandise in India:

1. Preferential Export Financing Through Export Packing Credits
2. Preferential Post-Shipment Financing
3. Income Tax Deduction for Exporters
4. Import Duty Exemptions Available Through Advance Licenses
5. Import Replenishment (REP) Licenses
6. Excess Drawback of Import Duties
7. Market Development Assistance (MDA) Grant
8. Diesel Oil Subsidies
9. Sales of Additional Licenses
10. Grants Under the Central Investment Subsidy Scheme (CISS)
11. Extension of Free Trade Zones

Exhibit 15

DEPARTMENT OF COMMERCE**International Trade Administration****[A-100-002]****Antidumping; Uranium from Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine, and Uzbekistan; Suspension of Investigations and Amendment of Preliminary Determinations.****AGENCY:** International Trade Administration, Import Administration, Commerce.**ACTION:** Notice.

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

EFFECTIVE DATE: October 16, 1992.

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

SUPPLEMENTARY INFORMATION:**Background**

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

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

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

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

Case History

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Products Under Investigation

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

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

products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U²³⁵ and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U²³⁵ or compounds of uranium enriched in U²³⁵, and any other forms of uranium within the same class or kind of merchandise. The uranium subject to these investigations is provided for under subheadings 2812.10.00.00, 2844.10.10.00, 2844.10.20.10, 2844.10.20.25, 2844.10.20.50, 2844.10.20.55, 2844.10.50.00, 2844.20.00.10, 2844.20.00.20, 2844.20.00.30, and 2844.20.00.50, of the Harmonized Tariff Schedule (HTS). Although the HTS subheadings are provided for convenience and customs purposes, our written description of the scope of these proceedings is dispositive. We will verify all the information used in making our final determinations in accordance with section 776(a) of the Act, if these investigations are continued under section 734(g) of the Act.

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

Suspension of Investigations

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

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

We have determined that the agreements will prevent the suppression

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

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

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

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

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

Dated: October 16, 1992.

Alan M. Dunn,
Assistant Secretary for Import
Administration.

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

Dated: October 16, 1992.

Alan M. Dunn,
Assistant Secretary for Import
Administration.

**Agreement Suspending the Antidumping
Investigation on Uranium from
Kazakhstan**

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

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

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

I. Basis for the Agreement

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

II. Definitions

For purposes of this Agreement, the following definitions apply:

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

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

- U_3O_8 is converted to U content by multiplying by 0.84799

- 1 Kg $U_3O_8 = 2.20462$ lbs. U_3O_8

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

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

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

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

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

III. Product Coverage

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

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

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

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

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

IV. Export Limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Export License/Certificates

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

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

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

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

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

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

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

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

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

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

VI. Implementation

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

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

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

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

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

VII. Anticircumvention

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Sequence and timing of the arrangements;

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

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

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

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

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

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

VIII. Monitoring

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

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

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

A. Reporting of Data

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

The Department may disregard any information submitted after the deadlines set forth in this section or any information which it is unable to verify to its satisfaction.

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

B. Other Sources for Monitoring

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

The Department will monitor Bureau of the Census IM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

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

C. Verification

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

IX. Disclosure and Comment

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

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

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

X. Consultations

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

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

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

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

XI. Violations of the Agreement

A. Violation

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

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

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

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

B. Appropriate Action

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

XII. Duration

In consideration of the role of long-

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

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

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

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

XIII. Conditions

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

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

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

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

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

XIV. Other Provisions

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

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

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

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

XV. Effective Date

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

Signed on this sixteenth day of October, 1992.

For the Government of Kazakhstan.

Kadyr K. Baikenov,
Vice Prime Minister, Minister of Energy and Fuel Resources.

For U.S. Department of Commerce.

Alan M. Dunn,
Assistant Secretary for Import Administration.

Appendix A: Kazakhstan

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

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

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

Appendix B

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

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

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

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

Report of Inventories

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

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

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

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

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

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

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

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

8. Original Importer: Name and address.

9. Original Exporter: Name and address.

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

United States Sales

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

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

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

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

5. Total Sales Value: Indicate currency used.

6. Unit Price: Indicate currency used.

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

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

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

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

11. Importer of Record: Name and address.

12. Customer: Name and address.

13. Customer Relationship: Indicate whether related or unrelated.

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

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

Home Market Sales

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

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

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

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

5. Customer: Name and address.

6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

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

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

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

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

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

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

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

8. Importer of Record: Name and address.

9. Customer: Name and address.

10. Customer Relationship: Indicate whether related or unrelated.

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

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

Appendix C—Kazakhstan

Proprietary Document, Public Version.

(No text in public version.)

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

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

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and

that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

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

I. Basis for the Agreement

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

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U₃O₈ equivalents are calculated using the following formulas:

- measured uranium (U) content is converted to U₃O₈ by multiplying U by 1.17925

- U₃O₈ is converted to U content by multiplying by 0.84799

- 1 Kg U₃O₈ = 2.20462 lbs. U₃O₈
- 1 Kg U in UF₆ = 2.61283 lbs. U₃O₈ equivalent

- 1 Kg U in U₃O₈ = 2.59982 lbs. U₃O₈ equivalent

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

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

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

III. Product Coverage

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

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

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

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

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

IV. Export Limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Sales to the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market-neutral manner;
2. Sales to a U.S. utility under a contract entered into before March 5, 1992, having fixed price terms, and having been submitted for approval by the Department;
3. Sale or delivery to any entity outside the United States, including the

shipment of such uranium products to Kyrgyzstan where permissible;

4. Sales to any entity in the United States at a price at or above \$13 per lb. U₃O₈ equivalent.

V. Export License/Certificates

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

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

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

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Kyrgyzstan for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U₃O₈ equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U₃O₈ equivalent are set forth in section II of this Agreement.

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

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

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

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

merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U₃O₈ equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U₃O₈ equivalent.

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

VI. Implementation

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

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

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

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

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

VII. Anticircumvention

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Monitoring

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

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

A. Reporting of Data

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

The Department may disregard any information submitted after the deadlines set forth in this section or any information which it is unable to verify to its satisfaction.

Both governments recognize that the effective monitoring of this Agreement

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

B. Other Sources for Monitoring

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

The Department will monitor Bureau of the Census IM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

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

IX. Disclosure and Comment

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

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

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

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

X. Consultations

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

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

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

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

XI. Violations of the Agreement

A. Violation

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

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

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

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

B. Appropriate Action

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

XII. Duration

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

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

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

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

XIII. Conditions

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

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

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

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

XIV. Other Provisions

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

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

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

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

XV. Effective Date

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

Signed on this sixteenth day of October, 1992.

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

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

Appendix A

Note: Appendix A to this Agreement does not exist.

Appendix B

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

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

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

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

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

Report of Inventories

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

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

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

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

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

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

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

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

8. Original Importer: Name and address.

9. Original Exporter: Name and address.

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

United States Sales

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

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

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

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

5. Total Sales Value: Indicate currency used.

6. Unit Price: Indicate currency used.

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

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

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

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

11. Importer of Record: Name and address.

12. Customer: Name and address.

13. Customer Relationship: Indicate whether related or unrelated.

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

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

Home Market Sales

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

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

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

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

5. Customer: Name and address.

6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

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

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

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

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

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

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

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

8. Importer of Record: Name and address.

9. Customer: Name and address.

10. Customer Relationship: Indicate whether related or unrelated.

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

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

Appendix C

Note: Appendix C to this Agreement does not exist.

Agreement Suspending the Antidumping Investigation on Uranium From the Russian Federation

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

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

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

I. Basis for the Agreement

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

II. Definitions

For purposes of this Agreement, the following definitions apply:

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

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

- U_3O_8 is converted to U content by multiplying by 0.84799

- 1 Kg U_3O_8 = 2.20482 lbs. U_3O_8
- 1 Kg U in UF_6 = 2.61283 lbs. U_3O_8 equivalent

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

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

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

where:

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

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

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

X_A = Feed-to-Product Factor

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

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

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

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

III. Product Coverage

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

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

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

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

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

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

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

IV. Export Limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Export License/Certificates

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

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

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

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

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

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

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

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

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

VI. Implementation

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

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

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

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

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

VII. Anticircumvention

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Sequence and timing of the arrangements; and

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

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

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

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

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

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

VIII. Monitoring

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

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

A. Reporting of Data

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

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

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

B. Other Sources for Monitoring

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

The Department will monitor Bureau of the Census IM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of

the producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

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

IX. Disclosure and Comment

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

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

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1875) and applicable regulations.

X. Consultations

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

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

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

C. If, for reasons unrelated to sales of Russian uranium, the market price determined under Section IV.C.1. of uranium products remains below U.S. \$13 per pound U₃O₈ equivalent after September 30, 1993, or for any two consecutive periods thereafter, MINATOM and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

XI. Violations of the Agreement

A. Violation

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

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

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

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

B. Appropriate Action

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

XII. Duration

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

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

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

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

XIII. Conditions

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

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

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

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

XIV. Other Provisions

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

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

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

XV. Effective Date

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

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

Signed on this sixteenth day of October, 1992.

For the Russian Federation Ministry of Atomic Energy.

Vladimir Lukin,

His Excellency Ambassador of the Russian Federation.

For U.S. Department of Commerce.

Alan M. Dunn,

Assistant Secretary for Import Administration.

APPENDIX A: RUSSIAN FEDERATION

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

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

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

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

Appendix B

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

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

Report of Inventories

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

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

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

United States Sales

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

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sale Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed or the date as indicated in the bill-of-lading or a comparable transportation document.
7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record: Name and address.
9. Customer: Name and address.
10. Customer Relationship: India whether related or unrelated.
11. Final Destination: Name and address of location for consumption, if known.
12. Other: *i.e.*, used as collateral, will be re-exported, etc.

Appendix C—Russian Federation

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

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

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

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

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

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

I. Basis for the Agreement

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

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U₃O₈ equivalents are calculated using the following formulas:

- Measured uranium (U) content is converted to U₃O₈ by multiplying U by 1.17925.
- U₃O₈ is converted to U content by multiplying by 0.84799.
- 1 Kg U₃O₈ = 2.20462 lbs. U₃O₈.
- 1 Kg U in UF₆ = 2.61283 lbs. U₃O₈ equivalent.
- 1 Kg U in U₃O₈ = 2.59982 lbs. U₃O₈ equivalent.

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

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

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

III. Product Coverage

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

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U²³⁵ and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium

enriched in U²³⁵ or compounds of uranium enriched in U²³⁵; and any other forms of uranium within the same class or kind.

Uranium ore from Tajikistan milled into U₃O₈ and/or converted into UF₆ in another country prior to direct and/or indirect importation into the United States is considered uranium from Tajikistan and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U²³⁵ in another country prior to direct and/or indirect importation into the United States is not considered uranium from Tajikistan and is not subject to the terms of this Agreement.

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

IV. Export Limits

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

Export limits are expressed in terms of pounds U₃O₈ equivalent and kilograms uranium (Kg U).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Export License/Certificates

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

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

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

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

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

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

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

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

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

transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U₃O₈ equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U₃O₈ equivalent.

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

VI. Implementation

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

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

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

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

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

VII. Anticircumvention

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Sequence and timing of the arrangements;

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

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

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

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

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

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

VIII. Monitoring

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

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

A. Reporting of Data

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

The Department may disregard any information submitted after the deadlines set forth in this section or any information which it is unable to verify to its satisfaction.

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

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

B. Other Sources for Monitoring

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

The Department will monitor Bureau of the Census IM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

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

IX. Disclosure and Comment

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

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

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

X. Consultations

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

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

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

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

XI. Violations of the Agreement

A. Violation

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

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

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

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

B. Appropriate Action

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

XII. Duration

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

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

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

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

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

XIII. Conditions

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

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

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

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

XIV. Other Provisions

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

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

Department of Commerce Contact

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

Government of Tajikistan Contact
(to be filled)

XV. Effective Date

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

Signed on this sixteenth day of October 1992.

For the Government of Tajikistan.
Peter Suchman.

Yuri V. Nesperoz.

General Director, Eastern Combine of Rare Metals.

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

APPENDIX A: TAJIKISTAN

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

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

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

Appendix B

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

Department all information necessary to ensure compliance with this Agreement.

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

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

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

Report of Inventories

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

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

United States Sales

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

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

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.
2. Quantity: Indicate units of measure sold, e.g., pounds U₃O₈, Kilograms U, etc.
3. Date of Sale: Date all terms of order are confirmed.
4. Delivery Date: Date the merchandise was delivered to the customer.
5. Customer: Name and address.
6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record: Name and address.

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

Appendix C

Note: Appendix C to this Agreement does not exist.

Agreement Suspending the Antidumping Investigation on Uranium From Ukraine

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

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

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

I. Basis for the Agreement

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

II. Definitions

For purposes of this Agreement, the following definitions apply:

(a) Pounds U₃O₈ equivalents are calculated using the following formulas:

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

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

- 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8 .

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

- 1 Kg U in U_2O_5 = 2.59982 lbs. U_3O_8 equivalent.

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

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

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

III. Product Coverage

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

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

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

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

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

2844.10.20, 2844.20.00, respectively.

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

IV. Export Limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Sales to any entity in the United States at a price at or above \$13 per lb. U₃O₈ equivalent.

V. Export License/Certificates

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

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

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

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Ukraine for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U₃O₈ equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U₃O₈ equivalent are set forth in section II of this Agreement.

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

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

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

D. The Government of Ukraine will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U₃O₈ equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U₃O₈ equivalent.

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

VI. Implementation

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

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

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

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

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

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

VII. Anticircumvention

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

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

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

circumvent the export limits of this agreement.

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

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

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

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

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

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

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

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

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

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

7. Sequence and timing of the arrangements;

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

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

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

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

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

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

VIII. Monitoring

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

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

A. Reporting of Data

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

The Department may disregard any information submitted after the deadlines set forth in this section or any information which it is unable to verify to its satisfaction.

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

B. Other Sources for Monitoring

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

The Department will monitor Bureau of the Census IM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

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

C. Verification

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

IX. Disclosure and Comment

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

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

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

X. Consultations

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

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

Ukraine and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

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

XI. Violations of the Agreement

A. Violation

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

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

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

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

B. Appropriate Action:

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

XII. Duration

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

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

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

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

XIII. Conditions

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

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

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

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

XIV. Other Provisions

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

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

Department of Commerce Contact

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

Government of Ukraine Contact

Science/Production Enterprise Vostgok.

XV. Effective Date

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

Signed on this sixteenth day of October, 1992.

For the Government of Ukraine.
Nikolai Ganzha,
*General Director, Scientific/Production
Enterprise Vostgok.*

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

APPENDIX A: UKRAINE

Price level	Quota in millions of pounds U ₃ O ₈
\$13.00-13.99.....	0.4
14.00-14.99.....	0.4
15.00-15.99.....	0.5
16.00-16.99.....	0.5
17.00-17.99.....	0.7
18.00-18.99.....	0.7
19.00-19.99.....	0.9
20.00-20.99.....	1.0
21.00 and up.....	Unlimited U ₃ O ₈

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

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

Appendix B

In accordance with the established format, the Government of Ukraine shall collect and provide to the Department all information necessary to ensure compliance with this Agreement. To the extent that domestic purchasers are precluded from exporting uranium by national law, sales to such purchasers need not be reported. If such national law is changed so that exports by domestic purchasers is permitted, sales to domestic purchasers will be reported.

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

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

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

Report of Inventories

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

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

United States Sales

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

14. Final Destination: Name and address of location for consumption in the United States.
15. Other: *i.e.*, used as collateral, will be re-exported, etc.

Home Market Sales

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

Sales Other Than United States

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

Appendix C—Ukraine

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

Agreement Suspending the Antidumping Investigation on Uranium From Uzbekistan

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

Department") and the Government of Uzbekistan enter into this suspension agreement ("the Agreement").

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

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

I. Basis for the Agreement

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

II. Definitions

For purpose of this Agreement, the following definitions apply:

- (a) Pounds U_3O_8 equivalents are calculated using the following formulas:
- Measured uranium (U) content is converted to U_3O_8 by multiplying U by 1.17925.
 - U_3O_8 is converted to U content by multiplying by 0.84799.
 - 1 Kg U_3O_8 = 2.20462 lbs. U_3O_8 .
 - 1 Kg U in UF_6 = 2.161283 lbs. U_3O_8 equivalent.
 - 1 Kg U in U_3O_8 = 2.59982 lbs. U_3O_8 equivalent.

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

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

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

III. Product Coverage

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

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

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

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

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

IV. Export Limits

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

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

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

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

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

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

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

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

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

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

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

In determining the market price the Department will rely on price information from the identified sources

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

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

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

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

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

conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

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

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

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

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

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

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

In the event that there is a surge of sales of Uzbek-origin uranium from such inventory currently held in the United States, the Department will decrease the

export limits to take into account such sales.

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

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

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

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from Uzbekistan are not re-exported within 12 months of the date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of Uzbekistan and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the

United States and Uzbekistan, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

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

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

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

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

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

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

(2) Sales to a U.S. utility under a contract entered into before March 5,

1992, having fixed price terms, and having been submitted for approval by the Department;

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

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

V. Export License/Certificates

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

The Government of Uzbekistan shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. The Government of Uzbekistan will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform the Government of Uzbekistan of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by the Government of Uzbekistan for all direct or indirect exports to the United States of the merchandise subject to this Agreement in quantities no greater than the number of pounds U_3O_8 equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C. for each period. The formulas for converting uranium in its various forms to pounds U_3O_8 equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Period, may not be used after October 31 for each subsequent year, except that certificates not so used may

be used during the first three months of the respective following period, up to a maximum of 15 percent of the export limit for the current period.

D. The Government of Uzbekistan will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificate will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U_3O_8 equivalent. If any of this information is in a language other than English, the certificate must also contain an English language translation of this information and a conversion to pounds U_3O_8 equivalent.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the covered products of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Section IV.D. and IV.H. of this Agreement.

VI. Implementation

In order to effectively restrict the volume of exports of uranium to the United States, the Government of Uzbekistan agrees to implement the following procedures no later than within 90 days of the effective date of this Agreement:

A. Establish an export licensing and certification program for all exports of uranium from Uzbekistan to, or destined directly or indirectly for consumption in, the United States.

B. Ensure compliance by all Uzbek producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.

C. Collect information from all Uzbek producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.

D. Require that purchasers agree not to circumvent this Agreement, report to Uzbekistan subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Uzbekistan, and include these same provisions in any

subsequent contracts involving uranium purchased from Uzbekistan.

VII. Anticircumvention

A. The Government of Uzbekistan will take all appropriate measures under Uzbek law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to Uzbekistan subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Uzbekistan. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Uzbekistan.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, the Government of Uzbekistan will share within 15 days of any request from the U.S. Department of Commerce all particulars regarding initial and subsequent arrangements of uranium between Uzbekistan and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Uzbek origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and the Government of Uzbekistan will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that Uzbekistan and its related parties did not actively participate in the arrangement, the Department will request consultations

with Uzbekistan to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and Uzbekistan, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at such time. If the Department determines that Uzbekistan actively participated in the arrangement, the volume of such arrangement will be deducted from the export limits for Uzbekistan.

F. If the Department of Commerce or Government of Uzbekistan determines that an uranium has been intentionally exported to the United States without the required export certificates, Uzbekistan shall: (1) Thereafter prohibit any Uzbekistan producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention; (2) impose other penalties as allowed by law; and/or (3) take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. Existence of any verbal or written arrangements which may be designed to circumvent the export limits;

2. Existence of any arrangement as defined in Section IV.F. that was not reported to the Department pursuant to Section VIII.A.;

3. Existence and function of any subsidiaries or affiliates of the parties involved;

4. Existence and function of any historical and/or traditional trading patterns among the parties involved;

5. Deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;

6. Existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for merchandise delivered or swapped by another party;

7. Sequence and timing of the arrangements;

8. Any other information relevant to the transaction or circumstances.

H. "Swaps" include, but are not limited to:

Ownership swaps—involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of

ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps—involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps—involve the sale or delivery of any type of uranium product(s) from Uzbekistan to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

VII. Monitoring

The Government of Uzbekistan will provide to the Department such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

The Department of Commerce shall provide semi-annual reports to the Government of Uzbekistan indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

A. Reporting of Data

Beginning on the effective date of this Agreement, the Government of Uzbekistan shall collect and provide to the Department the information set forth, in the agreed format in Appendix B. All such information will be provided to the Department on a semi-annual basis on March 1 and September 1 of each calendar year, or upon request. Such information will be subject to the verification provision identified in section VIII.C of this Agreement.

The Department may disregard any information submitted after the deadlines set forth in this section or any information which it is unable to verify to its satisfaction.

Both governments recognize that the effective monitoring of this Agreement may require that Uzbekistan provide information additional to that which is identified above. Accordingly, the Department may establish additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to the Government of Uzbekistan of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census IM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

The Department may also request the U.S. Customs Service to direct ports of entry to forward an Antidumping Report of Importations for entries of the subject merchandise during the period this Agreement is in effect.

C. Verification

The Government of Uzbekistan agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure that Uzbekistan is in full compliance with the terms of the Agreement.

IX. Disclosure and Comment

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under paragraph VIII. A., the parties to the proceeding may submit

written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the proceeding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. 1675) and applicable regulations.

X. Consultations

A. The Government of Uzbekistan and the Department shall hold consultations regarding matters concerning the implementations, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the 12 months following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either the Government of Uzbekistan or the Department. Emergency consultations may be held in accordance with section XI.A.

B. If either Uzbekistan or the Department discovers that substantial quantities of enriched uranium product(s) not subject to this Agreement and produced from Uzbek ore are being exported to the United States, Uzbekistan and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Uzbek uranium, the market price of uranium products remains below U.S. \$13 per pound U₃O₈ equivalent for three consecutive observation periods after January 1, 1993, the Government of Uzbekistan and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

XI. Violations of the Agreement

A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by the Government of Uzbekistan except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

The Government of Uzbekistan will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement

or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide the Government of Uzbekistan 10 days within which to provide comments. The Department will make a determination within 20 days.

B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section, 734(i) of the Act and 353.19 of the Department's Regulations.

XII. Duration

In consideration of the role of long-term contracts in the uranium market, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Uzbekistan shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both the Government of Uzbekistan and the Department will pay particular attention to the requirements for monitoring by Uzbekistan and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Uzbekistan, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in

Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as Uzbekistan has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with Section 353.25 of the Department's regulations.

The Government of Uzbekistan may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of the Government of Uzbekistan, the provisions of Section 734 of the Act shall apply.

If the Department has determined that if a sufficient amount of time has elapsed, the Department will follow the provisions of Sections XIII.B. or XIII.C. of this Agreement.

XIII. Conditions

During the underlying investigation, the Department determined that Uzbekistan is a non-market economy country. Because the two governments share an interest in promoting the transformation of Uzbekistan into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Uzbek uranium industry is a market-oriented industry, or that Uzbekistan is a market economy country. In either event, the Department may:

(a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or

(b) If the investigation was not completed under § 353.18(i) of the Department's regulations, afford the Government of Uzbekistan a full opportunity to submit new information, and take such information into account in reaching its final determination; or

(c) If the investigation was completed under § 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

XIV. Other Provisions

A. In entering into this Agreement, the Government of Uzbekistan does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such

sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and the signatory Government shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact

United States Department of Commerce,
Assistant Secretary for Import
Administration, International Trade
Administration, Washington, DC 20230.

Government of Uzbekistan

Nicolay I. Kuchersky, President,
Kyzylkumzoloto Concern, 706800 Navoi-2,
Republic of Uzbekistan.
Carolyn B. Lamm, Esq., White & Case, 1747
Pennsylvania Avenue, NW., Washington,
DC 20006.

XV. Effective Date

The effective date of this Agreement suspending the antidumping investigation on uranium from Uzbekistan, October 16, 1992.

Signed on this sixteenth day of October, 1992.

For the Government of Uzbekistan.

Nicolay I. Kuchersky.

Muhamed-Babur M. Malikov.

For U.S. Department of Commerce.

Alan M. Dunn,

Assistant Secretary for Import
Administration.

APPENDIX A: UZBEKISTAN

Price level	Quota in millions of pounds U ₃ O ₈
\$13.00-13.99.....	1.0
14.00-14.99.....	1.2
15.00-15.99.....	1.4
16.00-16.99.....	1.8
17.00-17.99.....	2.5
18.00-18.99.....	3.5
19.00-19.99.....	4.0
20.00-20.99.....	5.0
21.00 and up.....	Unlimited U ₃ O ₈

Note 1: Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.

Note 2: Quota levels are expressed in millions of pounds of U₃O₈ equivalent as converted by the conversion formulae outlined in the suspension agreement.

Appendix B

In accordance with the established format, the Government of Uzbekistan shall collect and provide to the Department all information necessary to ensure compliance with this Agreement.

The Government of Uzbekistan will collect and maintain sales data to the United States, in the home market, and to countries other than the United

States, on a continuous basis and provide the prescribed information to the Department on March 1, 1993 or upon request, for the period beginning on the effective date of this Agreement and ending January 31, 1993. For the period beginning February 1, 1993, and ending July 31, 1993, the Government of Uzbekistan will provide the prescribed information on September 1, 1993 or upon request.

All subsequent information for the periods February 1 through July 31, and August 1 through January 31, will be provided to the Department on a semi-annual basis on March 1 and September 1 respectively of each subsequent calendar year, or upon requests.

The Government of Uzbekistan will provide a narrative explanation to substantiate all data collected in accordance with the following formats.

Report of Inventories

Report, by location, the inventories held by Uzbekistan in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. Quantity: Indicate original units of measure (e.g., pounds U₃O₈, Kilograms U, etc.) and in pounds U₃O₈ equivalent.
2. Location: Identify where the inventory is currently being held. Provide the name and address for the location.
3. Titled Party: Name and address of party who legally has title to the merchandise.
4. License Number(s): Indicate the number(s) relating to each entry now being held in inventory.
5. Certificate Number(s): Indicate the number(s) relating to each entry now being held in inventory.
6. Date of Original Export: Date the export certificate is endorsed.

7. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
8. Original Importer: Name and address.
9. Original Exporter: Name and address.
10. Complete Description of Merchandise: Include lot numbers and other available identifying information.

United States Sales

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Complete Description of Merchandise: Include lot numbers and other available identifying of documentation.
4. Quantity: Indicate units of measure sold and/or entered, e.g. pounds U₃O₈, Kilograms U, etc.
5. Total Sales Value: Indicate currency used.
6. Unit Price: Indicate currency used.
7. Date of Sale: The date all terms of order are confirmed.
8. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
9. Date of Export: Date the export certificate is endorsed.
10. Date of Entry: Date the merchandise entered the United States or the date book transfer took place.
11. Importer of Record: Name and address.
12. Customer: Name and address.
13. Customer Relationship: Indicate whether related or unrelated.
14. Final Destination: Name and address of location for consumption in the United States.
15. Other: *i.e.*, used as collateral, will be re-exported, etc.

Home Market Sales

1. Sales Order Number(s): Indicate the number(s) relating to each sale.
2. Quantity: Indicate, units of measure sold, e.g., pounds U₃O₈, Kilograms U, etc.
3. Date of Sale: Date all terms of order are confirmed.
4. Delivery Date: Date the merchandise was delivered to the customer.
5. Customer: Name and address.
6. Customer Relationship: Indicate whether related or unrelated.

Sales Other Than United States

1. License Number(s): Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s): Indicate the number(s) relating to each sale and/or entry.
3. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U₃O₈, Kilograms U, etc.
4. Date of Sale: The date all terms of order are confirmed.
5. Sales Order Number(s): Indicate the number(s) relating to each sale and/or entry.
6. Date of Export: Date the export certificate is endorsed.
7. Date of Entry: Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record: Name and address.
9. Customer: Name and address.
10. Customer Relationship: Indicate whether related or unrelated.
11. Final Destination: Name and address of location for consumption.
12. Other: *i.e.*, used as collateral, will be re-exported, etc.

Appendix C—Uzbekistan

Proprietary Document, Public Version.
(No Text in Public Version.)

[FR Doc. 92-25919 Filed 10-29-92; 8:45 am]

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Exhibit 16

The Nuclear Review

August 2017 | Number 588

Australia—
The Next Uranium Frontier

The Yellowcake Index—
*Tracking Macroeconomic
Pressures in the Uranium Market*



The Nuclear Review

August 2017 Number 588

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Features

- 17 **Australia—The Next Uranium Frontier**
Australia possesses abundant uranium resources, but the mineral-rich continent is no longer the uranium-producing powerhouse it was through the early 2000s, as exploration activities and uranium production have been declining. However, four Western Australian uranium projects have escaped the Labour Party's newly imposed uranium mining ban, which has led to a review of Australia's prospects to host a uranium mining renaissance.
- 27 **The Yellowcake Index—
Tracking Macroeconomic Pressures in the Uranium Market**
An analysis of certain macroeconomic factors affecting uranium producers has opened the door for the introduction of a new TradeTech indicator—the Yellowcake Index (YCI), which blends overall performance of currency exchange rates to better reflect broad macroeconomic pressures facing uranium producers. This monthly index provides a tool to evaluate past and present cost performances, while offering insight into where these cost trajectories may travel in the future.

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On the Cover

Stockpiled uranium ore being loaded for processing at the Ranger Uranium Mine in The Northern Territory, Australia.

Photo courtesy of Energy Resources of Australia Ltd.

Recent Transactions

Uranium Sales

Transaction Number	Delivery Period	Approximate Quantity (thousand pounds equivalent U ₃ O ₈)	Price within Percentage Range of Current Exchange Value, or Long-Term U ₃ O ₈ Price Indicator, as Applicable ¹	Buyer	Seller	Remarks
10837	2017	51-100	98-102	R	Intermediary	U ₃ O ₈
10838	2017	51-100	98-102	R	Utility	U ₃ O ₈
10839	2017	51-100	98-102	Producer	R	U ₃ O ₈
10840	2017	51-100	R	Producer	R	U ₃ O ₈
10841	2017	301-600	103-110	Intermediary	R	U ₃ O ₈
10842	2017	101-300	MR	Utility	Intermediary	U ₃ O ₈
10843	2017	101-300	MR	Producer	Intermediary	U ₃ O ₈
10844	2017	51-100	R	Intermediary	R	U ₃ O ₈
10845	2017	51-100	98-102	R	Intermediary	U ₃ O ₈
10846	2017	51-100	R	R	Intermediary	U ₃ O ₈
10847U	2017	51-100	111-115	Utility	Intermediary	UF ₆
10848	2017	50 or less	98-102	Utility	Intermediary	U ₃ O ₈
10849	2017	50 or less	98-102	Intermediary	Intermediary	U ₃ O ₈
10850	2017	51-100	98-102	Intermediary	Intermediary	U ₃ O ₈
10851	2017	50 or less	98-102	Utility	Intermediary	U ₃ O ₈
10852	2018	51-100	98-102	Producer	Intermediary	U ₃ O ₈
10853	2017	51-100	98-102	Intermediary	R	U ₃ O ₈
10854U	2017	101-300	R	Utility	Producer	UF ₆
10855	2018	51-100	103-110	Intermediary	Intermediary	U ₃ O ₈
10856	2018	101-300	MR	Utility	Producer	U ₃ O ₈
10857	2018	51-100	MR	R	Producer	U ₃ O ₈
10858	2018	51-100	98-102	R	Utility	U ₃ O ₈
10859	2017	51-100	98-102	Intermediary	Intermediary	U ₃ O ₈
10860	2017	50 or less	103-110	R	Intermediary	U ₃ O ₈
10861	2017	50 or less	98-102	Intermediary	Intermediary	U ₃ O ₈
10862	2017	50 or less	98-102	Intermediary	Intermediary	U ₃ O ₈
10863	2017	51-100	98-102	Intermediary	Intermediary	U ₃ O ₈
10864	2020-2023	1001-3000	R	Utility	R	U ₃ O ₈
10865	2020-2023	1001-3000	R	Utility	R	U ₃ O ₈

R TradeTech either does not know, or TradeTech has restricted information to protect client or source confidentiality. TradeTech may delay reporting some transactions in order to protect proprietary information.

MR Represents transactions with market-related pricing terms.

FIXED Represents transactions with fixed pricing terms.

¹ Price ranges *Below 90, 90-97, 98-102, 103-110, Above 110*, represent percentages (rounded to whole numbers) of the appropriate current Market Value. Endpoints of each range are included within that range.

Recent Transactions

Natural Uranium Loans

Transaction Number	Delivery Period	Approximate Quantity (thousand pounds equivalent U ₃ O ₈)	Interest Rate within Percentage Range of Current Loan Rate ¹	Borrower	Lender	Remarks
No loans were reported						

Conversion Sales

Transaction Number	Delivery Period	Approximate Quantity (thousand kgU as UF ₆)	Price within Percentage Range of Current Conversion Value, or Long-Term Conversion Price Indicator, as Applicable ¹	Buyer	Seller	Remarks
10847C	2017	50 or less	Greater than 115	Utility	Producer	UF ₆
10854C	2017	51-100	R	Utility	Intermediary	UF ₆
10866	2017	51-100	98-102	Utility	R	

Enrichment Sales

Transaction Number	Delivery Period	Approximate Quantity (thousand SWU)	Price within Percentage Range of Current SWU Value, or Long-Term SWU Price Indicator, as Applicable ¹	Buyer	Seller	Remarks
No enrichment sales were reported						

R TradeTech either does not know, or TradeTech has restricted information to protect client or source confidentiality. TradeTech may delay reporting some transactions in order to protect proprietary information.

MR Represents transactions with market-related pricing terms.

FIXED Represents transactions with fixed pricing terms.

¹ Price ranges *Below 90, 90-97, 98-102, 103-110, Above 110*, represent percentages (rounded to whole numbers) of the appropriate current Market Value. Endpoints of each range are included within that range.

Market Values Summary

Spot Price Indicators

NUEXCO Market Values	Jul 31, 2017	Jun 30, 2017	Units
Exchange Value	\$20.25	\$20.20	US\$ / lb U ₃ O ₈
Daily U ₃ O ₈ ²	\$20.25	\$20.20	US\$ / lb U ₃ O ₈
UF ₆ Value	\$57.75	\$58.15	US\$ / kgU as UF ₆
Loan Rate	1.00	1.00	Percent / annum
Conversion Value			
– North American	\$5.00	\$5.25	US\$ / kgU as UF ₆
– European	\$6.00	\$6.00	US\$ / kgU as UF ₆
SWU Value	\$42.00	\$42.00	US\$ / SWU
Transaction Value	\$20.25	\$21.05	US\$ / lb U ₃ O ₈
– Based on	62	56	Transactions
– Over	3	3	Months
– Involving	7.4	7.6	Million lbs U ₃ O ₈ Eq.
Uranium Supply & Demand			
– Active Supply	3.6	3.6	Million lbs U ₃ O ₈ Eq.
– Active Demand	3.3	4.2	Million lbs U ₃ O ₈ Eq.
– Supply/Demand Ratio	1.1	0.9	

Mid-Term/Long-Term Price Indicators

Indicators	Jul 31, 2017	Jun 30, 2017	Units ¹
Mid-Term U ₃ O ₈	\$24.40	\$24.45	US\$ / lb U ₃ O ₈
Long-Term U ₃ O ₈	\$32.00	\$34.00	US\$ / lb U ₃ O ₈
Long-Term Conversion			
– North American	\$15.00	\$15.00	US\$ / kgU as UF ₆
– European	\$14.50	\$14.50	US\$ / kgU as UF ₆
Mid-Term SWU	\$44.00	\$44.00	US\$ / SWU
Long-Term SWU	\$50.00	\$50.00	US\$ / SWU

² The Daily U₃O₈ Spot Price Indicator is not published on weekends or US bank holidays.

Definitions

- The Exchange Value is our judgement of the price at which spot and near-term transactions for significant quantities of natural uranium concentrates could be concluded as of the last day of the month.
- The UF₆ Value is our judgement of the price at which spot and near-term transactions for significant quantities of natural uranium hexafluoride could be concluded as of the last day of the month.
- The Loan Rate is our judgement of the annual interest rate at which uranium loans could be concluded as of the last day of the month.
- The Conversion Value is our judgement of the price at which spot and near-term transactions for significant quantities of conversion services could be concluded as of the last day of the month.
- The SWU Value is our judgement of the price at which spot and near-term transactions for significant quantities of enrichment services could be concluded as of the last day of the month.
- The Transaction Value is a weighted average price of recent natural uranium sales transactions. The calculation is based on prices paid in:
 - Transactions closed within the previous three-month period for which delivery is scheduled within one year of the transaction date;
 - At least 10 transactions;
 - Transactions involving a sum total of at least 2 million pounds equivalent U₃O₈.
- The Mid-Term Price Indicators for U₃O₈ and SWU are our judgement of the base price at which transactions for mid-term or intermediate delivery of U₃O₈ or enrichment services could be concluded as of the last day of the month,

- for transactions in which the price at the time of delivery would be an escalation of the base price from a previous point in time.
- The Long-Term Price Indicators for U₃O₈, Conversion, or SWU are our judgement of the base price at which transactions for long-term delivery of that product or service could be concluded as of the last day of the month, for transactions in which the price at the time of delivery would be an escalation of the base price from a previous point in time.

Derivations and Comments

- All Market Values are expressed in terms of US\$.
- All Market Values are based on:
 - Data from recently completed transactions.
 - Data from pending transactions.
 - Firm bids to buy or borrow, and firm offers to sell or lend.
 - Prices purchasers or rates borrowers have expressed a willingness to pay, but for which we are not aware of firm bids to buy or borrow and prices sellers or rates lenders have expressed a willingness to accept, but for which we are not aware of firm offers to sell or lend.
- In the determination of all Market Values, we do not consider:
 - Prices associated with deliveries under old or renegotiated contracts, or other than arm's-length transactions.
 - Charges for transportation other than that customarily provided by suppliers.
 - Prices of services or materials delivered under long-term contracts with primary suppliers.
- In calculating the Transaction Value, we do not account for the price of uranium delivered in connection with contracts which call for "market price" mechanisms. This exclusion applies particularly to contracts in which delivery prices are expressed as a function of future Exchange Values or any other indeterminate variable. Also excluded from the calculation are any other transactions in which the delivery price is defined in such a way that it cannot currently be determined.
- The sample time for the Transaction Value is extended for up to six months, if necessary to satisfy the minima for the number of transactions (10) and quantity of material (2 million pounds equivalent U₃O₈). The sample time is extended beyond six months only as necessary to include a minimum of five transactions and 1 million pounds equivalent U₃O₈. Any required currency conversions to US dollars are made on the basis of conversion rates in effect on or near the transaction date.

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Exchange Value & Transaction Value
Jul 2016 - Jul 2017



July Market Review

Uranium

The nuclear fuel industry, which has struggled with a string of bad news on the demand front, was dealt another blow on July 31, with SCANA Corp. subsidiary South Carolina Gas & Electric Co. (SCE&G) and state-operated utility Santee Cooper announcing they would cease construction of V. C. Summer Units 2 and 3 in the US state of South Carolina.

The development had an immediate effect on spot uranium prices with sellers holding material in North America promptly lowering their offer prices after the news broke. Transactions for delivery in Europe, however, were concluded at prices above levels reported for transactions involving North American delivery.

Five transactions were concluded on July 31, totaling 350,000 pounds U₃O₈. Several transactions, including those calling for deliveries in Europe, reflected higher prices and smaller volumes than transactions involving North American deliveries. Traders and intermediaries acted as both buyers and sellers in all transactions concluded on the last day of July.

A total of 27 transactions involving approximately 3.2 million pounds U₃O₈

equivalent are reported for the month of July. Bearish market sentiment that had subsided somewhat throughout the month gained fresh momentum at month end, following the SCE&G/ Santee Cooper announcements; as a result, the spot uranium price lost much of the modest price gain it witnessed throughout July.

The uranium spot price showed positive movement in recent weeks and the last week of July brought further marginal increases with the price reaching a month high of \$20.60 per pound U₃O₈ on July 27.

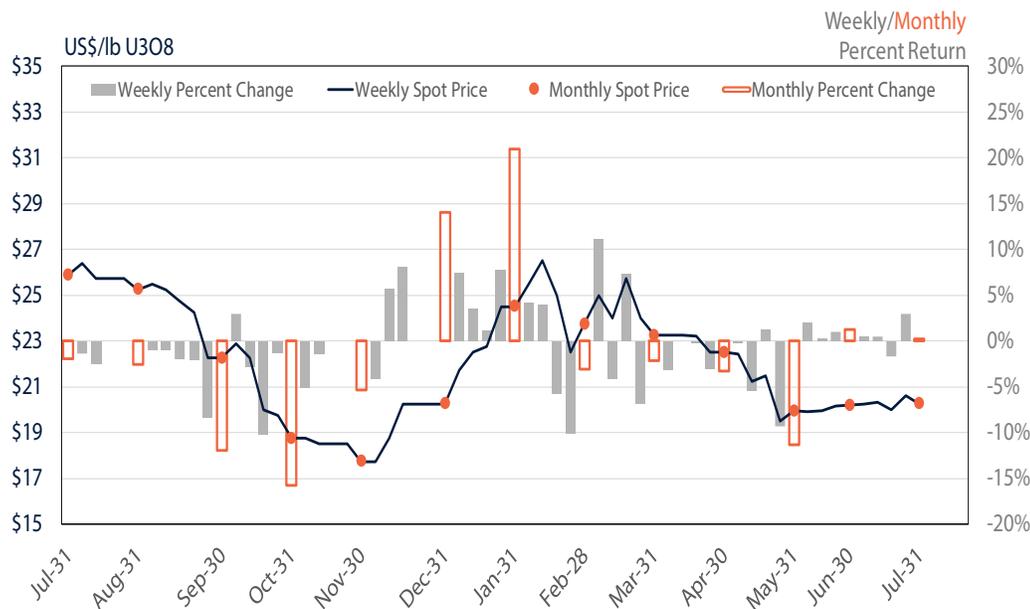
While less aggressive sellers and expectations for additional upcoming demand from utilities kept the price at that level through July 28, TradeTech's monthly spot U₃O₈ price, the Exchange

Value, finished the month of July at \$20.25 per pound U₃O₈, \$0.05 per pound below the weekly average for the month. The Exchange Value has exhibited positive movement in three of the last seven reporting periods.

The uranium spot price reached its year-to-date low of \$19.25 per pound on May 30, and has increased more than 5 percent in the two months since that date. Although the uranium spot price has remained below \$21.00 since mid May, the July 31 Exchange Value represents a 0.2 percent increase over the previous month's Exchange Value.

TradeTech's monthly spot U₃O₈ price, the **Exchange Value**, finished the month of July at **\$20.25** per pound U₃O₈, \$0.05 per pound below the weekly average for the month. The

TradeTech Monthly Exchange Value, Weekly U₃O₈ Spot Price, & Percent Return, 2016 – 2017



Exchange Value exhibited positive movement in three of the last seven reporting periods.

TradeTech's Exchange Value has averaged a monthly return of 0.4 percent in 2017. The average Exchange Value in 2017 is \$22.06 per pound U₃O₈, nearly 14 percent below the 2016 average Exchange Value of \$25.53 per pound U₃O₈.

TradeTech's July 31 Exchange Value was \$20.25 per pound U₃O₈, up \$0.05 from the June 30 Value, but down \$0.35 from the July 28 Weekly U₃O₈ Spot Price Indicator.

TradeTech's Long-Term and Mid-Term U₃O₈ Price Indicators also came under downward pressure in July, with the Long-Term Price U₃O₈ Indicator decreasing \$2.00 to \$32.00 per pound U₃O₈ and the Mid-Term U₃O₈ Price Indicator declining \$0.05 to \$24.40 per pound U₃O₈ in July.

Nuclear power programs in South Korea and France continued to face challenges as well. Korea Hydro & Nuclear Power decided in July to suspend construction

of Shin Kori Units 5 and 6 during a three-month public review, which follows new President Moon Jae-in's order to halt construction of the reactors as part of a proposed nuclear power phaseout plan.

In France, Électricité de France confirmed that the nation's first European Pressurized Reactor, Flamanville Unit 3, will be connected to the grid in May 2019. Meanwhile, new Ecology Minister Nicolas Hulot was preparing to address the nation's energy transition law that calls for a reduction in nuclear power to 50 percent of generation by 2025.

On the supply side of the industry, uranium developers continue to align properties for development and production. In July, Berkeley Energia advanced its Salamanca Uranium Mine in Spain into the construction

**Near-Term Uranium Sales Summary
Jul 31, 2017**

	# of Sales	Million lbs U ₃ O ₈ Eq.
U ₃ O ₈	25	2.9
Natural UF ₆	2	0.3
EUP	0	0.0
Total	27	3.2³

Year-to-Date 2017

	# of Sales	Million lbs U ₃ O ₈ Eq.
U ₃ O ₈	153	17.8
Natural UF ₆	13	3.3
EUP	0	0.0
Total	166	21.2³

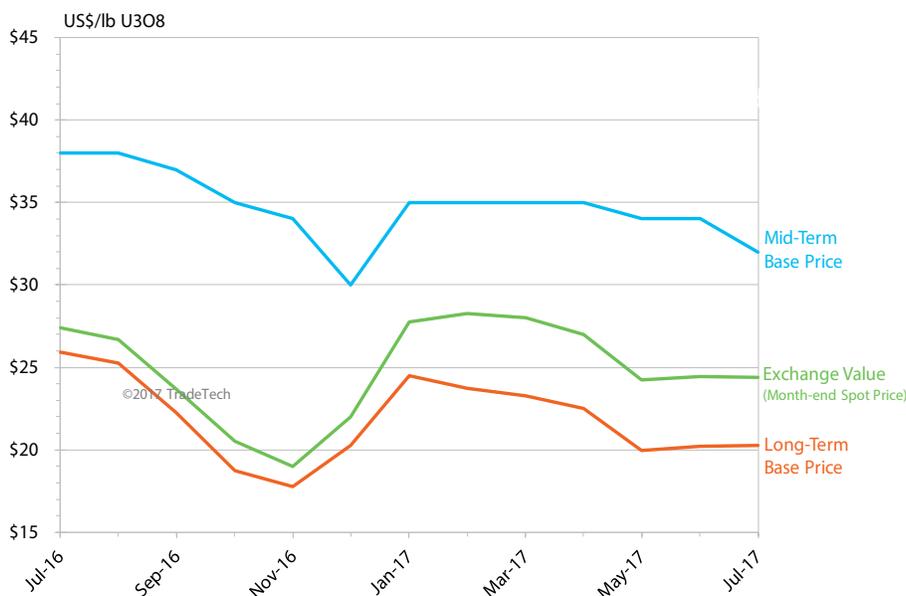
³ Due to independent rounding, total may not equal the sum of individual components.

phase, while Vimy Resources reported a resource upgrade for its Mulga Rock Uranium Project in Western Australia and plans to complete a Definitive Feasibility Study before year end.

Activity in the mid- and long-term uranium markets remained steady with a number of utilities evaluating or awaiting offers at the end of July, albeit for smaller quantities primarily focused on the mid-term delivery window.

At month end, one US utility was evaluating offers for 375,000 pounds U₃O₈ or equivalent UF₆ to be delivered between 2019 and 2021. Another US utility, seeking delivery of up to 400,000 pounds U₃O₈ between 2019 and 2022, was evaluating offers and expected to select a preferred supplier soon. One non-US utility, seeking over 8 million pounds U₃O₈ to be delivered over the 2020-2029 period, continued to evaluate offers. Another non-US utility selected preferred suppliers for 1.5 million pounds U₃O₈ to be delivered between 2020 and 2023. One utility was seeking offers for approximately 4 million pounds U₃O₈ to be delivered over a 10-year period beginning in 2023. A non-US utility issued an Request for Quotations for up to 3.6 million pounds U₃O₈ contained in

U3O8 Prices
Jul 2016 - Jul 2017



Active Spot Supply & Demand⁴

Jul 31, 2017

	Available for Sale	Inquiries to Purchase	Units
U ₃ O ₈	3.6	3.3	Million lbs U ₃ O ₈ Eq.
Conversion	2.0	1.0	Thousand tU as UF ₆
SWU	2.8	0.1	Million SWU

⁴ For delivery within one year, measured from the date of this Review. This category excludes material deliverable within one year under other than spot or near-term contracts.

enriched uranium product (EUP) for delivery in the 2019-2028 period and was evaluating offers.

Mid- and long-term buying interest remains steady, with several other utilities contemplating entry into the mid- or long-term uranium markets during the third quarter of this year. As a result, competition for business, especially in the early period of the long-term delivery window, is intense and recent offers and transactions reflect an increased willingness of sellers to lower prices beyond the mid-term delivery window slightly in order to secure business.

TradeTech's **Mid-Term U₃O₈ Price Indicator** for July 31 was **\$24.40** per pound U₃O₈, down \$0.05 from the June 30 Indicator. TradeTech's **Long-Term U₃O₈ Price Indicator** was **\$32.00** per pound U₃O₈, a decrease of \$2.00 from the June 30 Indicator.

The UF₆ market remained extremely quiet with only two transactions reported in July as additional sellers continue to emerge.

TradeTech's **UF₆ Value** for July 31 was **\$57.75** per kgU as UF₆, down \$0.40 per kgU as UF₆ from the June 30 Value, based on the decrease in the corresponding uranium spot price component.

The **Transaction Value** fell to **\$20.25** per pound U₃O₈, based on 62 transactions over three months

involving 7.4 million pounds U₃O₈ equivalent.

Active uranium supply remained at **3.6** million pounds U₃O₈ equivalent. **Active uranium demand** dropped to **3.3** million pounds U₃O₈ equivalent. The corresponding **supply/demand ratio** was **1.1**.

The uranium loan market was quiet in July with no new activity reported. TradeTech's July 31 **Loan Rate** remained at **1.00** percent per annum, unchanged from the June 30 Rate.

Conversion

Three transactions were reported in the conversion market, which involved less than 300 tU of conversion or conversion contained in UF₆.

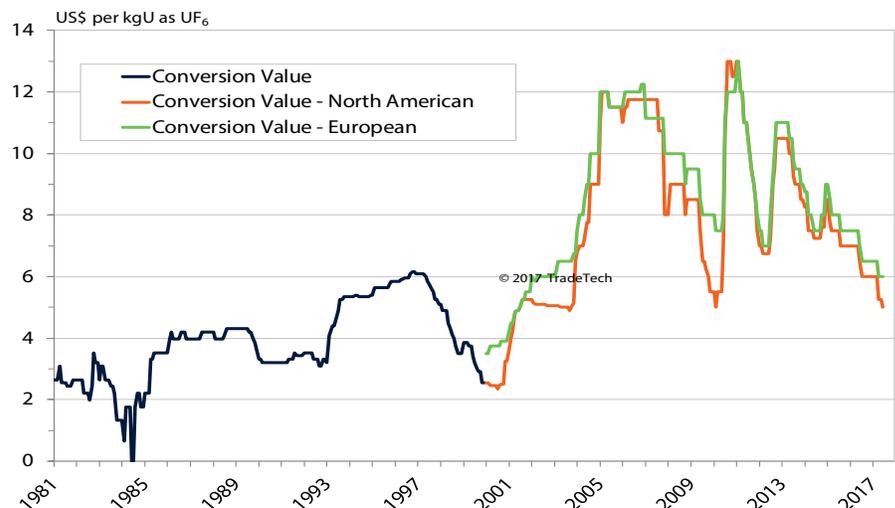
At month end, one US utility was evaluating offers for 225 tU of

conversion or conversion contained in UF₆ for delivery in the 2019-2021 period. One non-US utility, seeking 800 tU per year of conversion for five years over the 2019-2023 period, continued to evaluate offers. Another non-US utility was evaluating offers for delivery of over 1,300 tU of conversion contained in EUP over the 2019-2028 period.

Prices in the conversion sector remain fragmented. Transactions and offers span a broad range, depending upon a variety of factors including, but not limited to, delivery period, delivery location, and the buyer's desire for supply diversification. Offers and transactions involving delivery in the very long-term (post-2020) period are considerably higher as compared to the spot and mid-term delivery periods, or for conversion contained in UF₆.

Additional supplies are emerging particularly in the form of UF₆ and for near-term delivery. As a result, competitive sellers are aggressive in efforts to secure business particularly in the spot and near-term periods. The field of suppliers, however, is much thinner for straight conversion in the long-term delivery window, with offers in the post-2020 time frame significantly higher than prices

Conversion Values



NUEXCO SWU Value

US\$ per SWU

	Jul 31, 2017	Jan 31, 2017	Jul 31, 2016
SWU Value	\$42	\$47	\$57

Calculated Worth of Enriched UF₆

US\$ per kgU as enriched UF₆

Product Assay	This Month Jul 31, 2017	6 Months Ago Jan 31, 2017	12 Months Ago Jul 31, 2016
2.0 w/o ²³⁵ U	\$296	\$268	\$385
2.5 w/o ²³⁵ U	\$397	\$362	\$516
3.0 w/o ²³⁵ U	\$499	\$458	\$649
3.5 w/o ²³⁵ U	\$602	\$556	\$785
4.0 w/o ²³⁵ U	\$707	\$655	\$921
4.5 w/o ²³⁵ U	\$812	\$754	\$1,059
4.95 w/o ²³⁵ U	\$906	\$845	\$1,183

observed in the intermediate (pre-2020) time frame.

Utilities continue to show a greater willingness to pay higher prices to primary conversion suppliers due to the perceived value associated with ensuring that adequate and diverse supply remains available into the future.

The **North American Conversion Value** for July 31 was **\$5.00** per kgU as UF₆, down \$0.25 from the June 30 Value. The **European Conversion Value** was **\$6.00** per kgU as UF₆, unchanged from the June 30 Value.

TradeTech's July 31 **Long-Term Conversion Value for North American delivery** remained at **\$15.00** per kgU as UF₆, unchanged from June 30. The July 31 **Long-Term Conversion Price Indicator for European delivery** was **\$14.50** per kgU as UF₆, also unchanged from last month's Indicator.

Enrichment

The enrichment market was extremely quiet with no transactions reported for July. One non-US utility requested

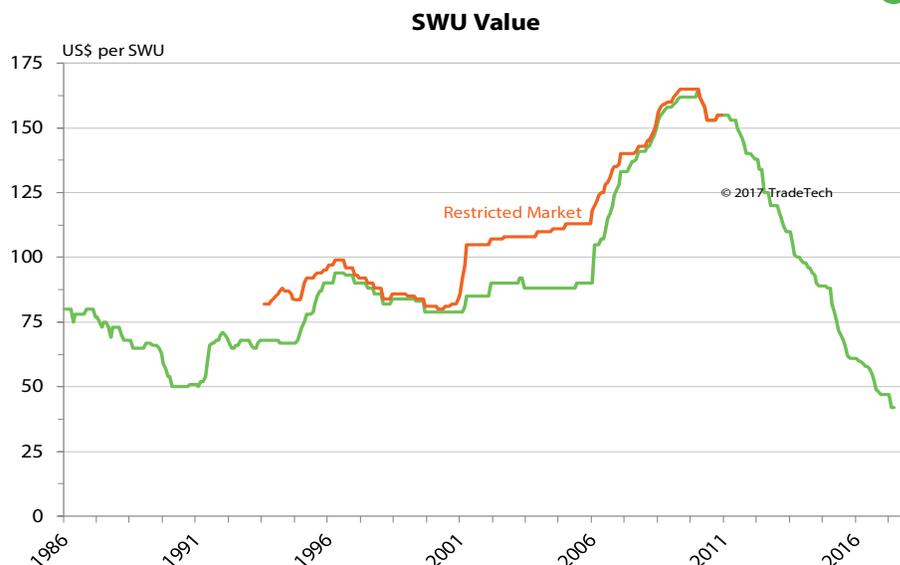
offers for up to 1 million SWU for delivery over the 2019-2028 period and was evaluating offers.

Spot enrichment suppliers are faced with weak demand and few sales opportunities. This has caused sellers to lower offer prices in an attempt to attract buyers. Primary enrichers are attempting to retain market share, while intermediaries and inventory holders are actively challenging primary suppliers by offering lower prices in a strategic approach to secure sales. Sellers of inventories continue to offer EUP at prices that represent a discount from its SWU and natural feed component price.

Offers for very long-term delivery do remain higher than prices observed in the spot and mid-term SWU markets, and straight SWU offers remain higher than offers for EUP. However, prices across the enrichment market, whether for spot, mid-, or long-term delivery or from primary sources or other sellers, are all under downward price pressure.

The competitive field in the very long-term delivery window (post 2020) is more limited as sellers are reluctant to commit significant quantities at today's lower prices. As a result, there is a wide spread of offer and transaction prices observed in the long-term enrichment market; prices are based on whether a buyer is willing to accept EUP, tails and product assay, delivery location, and the perceived financial stability and/or geopolitical diversity offered by an individual seller.

TradeTech's **SWU Value** was **\$42.00** per SWU, unchanged from the June 30 Value. The **Mid-Term SWU Price Indicator** for July 31 was **\$44.00** per SWU, unchanged from June 30. The **Long-Term SWU Price Indicator** for July 31 remained at **\$50.00** per SWU, also unchanged from June 30.



Uranium Supply and Demand

Available for Sale

Project Number	Quantity (thousand pounds equivalent U ₃ O ₈)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1507U	300	—	2017	U ₃ O ₈ /UF ₆
1520U	400	—	2017	U ₃ O ₈ /UF ₆
1524	400	—	2017	U ₃ O ₈
1538U	200	—	2017	U ₃ O ₈ /UF ₆
1539	300	—	2017	U ₃ O ₈
1540	600	—	2017	U ₃ O ₈
1548U	400	—	2017	U ₃ O ₈ /UF ₆
1551	500	—	2017	U ₃ O ₈
1555*	500	—	2017	U ₃ O ₈
1419U	—	800	2017-2019	U ₃ O ₈ /UF ₆
1420U	—	800	2017-2019	U ₃ O ₈ /UF ₆
1421	—	300	2017-2018	U ₃ O ₈
1425U	—	800	2017-2019	U ₃ O ₈ /UF ₆
1426	—	800	2017-2019	U ₃ O ₈
1427	—	500	2017-2018	U ₃ O ₈
1429	—	500	2017-2018	U ₃ O ₈
1430	—	800	2017-2019	U ₃ O ₈
1431U	—	400	2017-2019	U ₃ O ₈ /UF ₆
1433U	—	784	2017-2018	U ₃ O ₈ /UF ₆
1435U	—	600	2017-2018	U ₃ O ₈ /UF ₆
1436U	—	800	2017-2019	U ₃ O ₈ /UF ₆
1438	—	800	2017-2019	U ₃ O ₈
1442	—	500	2017-2019	U ₃ O ₈
1511U	—	800	2017-2018	U ₃ O ₈ /UF ₆
1512U	—	1,000	2017-2018	U ₃ O ₈ /UF ₆
1513U	—	500	2017-2020	U ₃ O ₈ /UF ₆
1526U	—	850	2017-2019	U ₃ O ₈ /UF ₆
1527U	—	800	2017-2019	U ₃ O ₈ /UF ₆
1528	—	600	2017-2018	U ₃ O ₈
1529	—	1,000	2017-2018	U ₃ O ₈
1541	—	500	2017-2018	U ₃ O ₈
1542	—	800	2017-2019	U ₃ O ₈
1543U	—	1,000	2017-2018	U ₃ O ₈ /UF ₆ /EUP
1556*	—	500	2017-2019	U ₃ O ₈
Total	3,600			

* New or revised since last month.

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5 For delivery within one year, measured from the date of this Review. This category excludes material deliverable within one year under other than spot or near-term contracts.

6 For delivery beyond one year, measured from the date of this Review.

Active projects removed since last month: 1437U, 1440, 1510

Uranium Supply and Demand

Inquiries to Purchase

Project Number	Quantity (thousand pounds equivalent U ₃ O ₈)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1404	R	—	2017	U ₃ O ₈
1446	200	—	2017	U ₃ O ₈
1447	200	—	2017	U ₃ O ₈
1450U	261	—	2017	U ₃ O ₈ /UF ₆
1451	300	—	2017	U ₃ O ₈
1453	250	—	2017	U ₃ O ₈
1458U	261	—	2017	U ₃ O ₈ /UF ₆
1516	100	—	2017	U ₃ O ₈
1522	R	—	2017	U ₃ O ₈
1532U	784	—	2017	U ₃ O ₈ /UF ₆
1533	520	—	2017-2018	U ₃ O ₈
1552	200	—	2017	U ₃ O ₈
1553	200	—	2017	U ₃ O ₈
1065	—	800	2017-2019	U ₃ O ₈
1225	—	2,100	2018-2022	U ₃ O ₈
1226	—	2,000	2018-2021	U ₃ O ₈
1269	—	450	2018-2020	U ₃ O ₈
1459	—	300	2017-2018	U ₃ O ₈
1460U	—	1,000	2017-2020	U ₃ O ₈ /UF ₆
1461U	—	13,064	2017-2026	U ₃ O ₈ /UF ₆
1462	—	1,000	2017-2018	U ₃ O ₈
1463	—	2,000	2020-2025	U ₃ O ₈
1464U	—	4,703	2023-2030	U ₃ O ₈ /UF ₆
1534U	—	3,600	2019-2028	U ₃ O ₈ /UF ₆ /EUP
1535	—	1,500	2020-2023	U ₃ O ₈
1537U	—	R	R	U ₃ O ₈ /UF ₆ /EUP
1544U	—	980	2022-2024; 2026	U ₃ O ₈ /UF ₆
1545	—	8,000	2020-2029	U ₃ O ₈
1549	—	1,300	2018-2022	U ₃ O ₈
1550	—	500	2018-2022	U ₃ O ₈
1554	—	400	2019-2022	U ₃ O ₈
1557U*	—	375	2019-2021	U ₃ O ₈ /UF ₆
1558U*	—	588	2019-2021	U ₃ O ₈ /UF ₆
1559U*	—	4,703	2023-2033	U ₃ O ₈ /UF ₆
	3,276			

* New or revised since last month.

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6 For delivery beyond one year, measured from the date of this Review.

Active projects removed since last month: 1452, 1457, 1464U, 1463, 1515, 1530, 1550

Loan Supply and Demand

Available for Loan

Project Number	Quantity (thousand pounds equivalent U ₃ O ₈)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1465	200	—	2017-2018	UF ₆
1466	400	—	2017	U ₃ O ₈
1467	500	—	2017	U ₃ O ₈
1468	500	—	2017-2019	U ₃ O ₈
1469	1,000	—	2017-2018	U ₃ O ₈
1470	—	500	2017-2018	U ₃ O ₈
1471	—	500	2017-2018	UF ₆
1472	—	500	2017-2019	U ₃ O ₈
Total	2,600			

Inquiries to Borrow

Project Number	Quantity (thousand pounds equivalent U ₃ O ₈)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1472	1,000	—	2017	UF ₆
Total	1,000			

* New or revised since last month.

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⁵ For delivery within one year, measured from the date of this Review. This category excludes material deliverable within one year under other than spot or near-term contracts.

⁶ For delivery beyond one year, measured from the date of this Review.

Active projects removed since last month: *none reported*

Conversion Supply and Demand

Available for Sale

Project Number	Quantity (thousand kgU as UF ₆)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1473	115	—	2017-2019	
1474	300	—	2017-2018	
1475	100	—	2017-2018	
1476	200	—	2017-2018	
1477	77	—	2017	
1478	300	—	2017-2019	
1479	230	—	2017	
1480	150	—	2017-2018	
1507C	115	—	2017-2018	U ₃ O ₈ /UF ₆
1520C	153	—	2017	U ₃ O ₈ /UF ₆
1538C	76	—	2017	U ₃ O ₈ /UF ₆
1548C	153	—		
1419C	—	306	2017-2019	U ₃ O ₈ /UF ₆
1420C	—	306	2017-2019	U ₃ O ₈ /UF ₆
1425C	—	306	2017-2019	U ₃ O ₈ /UF ₆
1431C	—	153	2017-2019	U ₃ O ₈ /UF ₆
1433C	—	300	2017-2018	U ₃ O ₈ /UF ₆
1435C	—	230	2017-2018	U ₃ O ₈ /UF ₆
1436C	—	306	2017-2019	U ₃ O ₈ /UF ₆
1481	—	500	2017-2018	
1482	—	500	2017-2018	
1483	—	780	2017-2018	
1484	—	500	2017-2018	
1485	—	1,000	2017-2018	
1486	—	1,000	2017-2019	
1487	—	250	2017-2018	
1511C	—	306	2017-2018	U ₃ O ₈ /UF ₆
1512C	—	230	2017-2018	U ₃ O ₈ /UF ₆
1513C	—	191	2017-2020	U ₃ O ₈ /UF ₆
1526C	—	325	2017-2019	U ₃ O ₈ /UF ₆
1527C	—	306	2017-2019	U ₃ O ₈ /UF ₆
1543C	—	383	2017-2018	U ₃ O ₈ /UF ₆ /EUP
Total	1,969			

* New or revised since last month.

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5 For delivery within one year, measured from the date of this Review. This category excludes material deliverable within one year under other than spot or near-term contracts.

6 For delivery beyond one year, measured from the date of this Review.

Active projects removed since last month: 1437C

Conversion Supply and Demand

Inquiries to Purchase

Project Number	Quantity (thousand kgU as UF ₆)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1399C	38	—	2017	U ₃ O ₈ /UF ₆
1450C	100	—	2017	U ₃ O ₈ /UF ₆
1458C	100	—	2017	U ₃ O ₈ /UF ₆
1488	500	—	2017	
1532C	300	—	2017	U ₃ O ₈ /UF ₆
1188	—	900	2017-2020	
1227	—	400	2017-2019	
1239	—	1,500	2017-2021	
1349	—	2,000	2019-2022	
1408	—	3,000	2021-2030	
1460C	—	383	2017-2020	U ₃ O ₈ /UF ₆
1461C	—	5,000	2017-2026	U ₃ O ₈ /UF ₆
1534C	—	1,380	2019-2028	U ₃ O ₈ /UF ₆ /EUP
1537C	—	R	R	U ₃ O ₈ /UF ₆ /EUP
1544U	—	375	2022-2024; 2026	U ₃ O ₈ /UF ₆
1546	—	R	R	
1547	—	4,000	2019-2023	
1557C*	—	145	2019-2021	U ₃ O ₈ /UF ₆
1558C*	—	225	2019-2026	U ₃ O ₈ /UF ₆
1559C*	—	1,800	2023-2033	U ₃ O ₈ /UF ₆
Total	1,038			

* New or revised since last month.

R TradeTech either does not know, or that TradeTech has restricted that information to protect client or source confidentiality. TradeTech may delay reporting some projects in order to protect proprietary information.

5 For delivery within one year, measured from the date of this Review. This category excludes material deliverable within one year under other than spot or near-term contracts.

6 For delivery beyond one year, measured from the date of this Review.

Active projects removed since last month: 1464C

Enrichment Supply and Demand

Available for Sale

Project Number	Quantity (thousand SWU)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1489	800	—	2017	
1490	100	—	2017-2018	
1491	300	—	2017	
1492	200	—	2017	
1493	400	—	2017	
1494	600	—	2017	
1495	400	—	2017	
1496	—	2,000	2017-2019	
1497	—	2,000	2017-2021	
1498	—	200	2017-2018	
1499	—	900	2017-2019	
1500	—	500	2017-2018	
1501	—	2,000	2017-2020	
1502	—	1,000	2017-2018	
1503	—	2,000	2017-2019	
1543S	—	45	2017-2018	U ₃ O ₈ /UF ₆ /EUP
Total	2,800			

Inquiries to Purchase

Project Number	Quantity (thousand SWU)		Delivery Period	Remarks
	Spot or Near-Term ⁴	Intermediate or Long-Term ⁵		
1504	50	—	2017	
1147	—	500	2018-2022	
1148	—	300	R	
1505	—	1,000	2017-2018	
1506	—	1,500	2017-2018	
1534S	—	1,000	2019-2028	U ₃ O ₈ /UF ₆ /EUP
1537S	—	R	R	U ₃ O ₈ /UF ₆ /EUP
Total	50			

* New or revised since last month.

R TradeTech either does not know, or that TradeTech has restricted that information to protect client or source confidentiality. TradeTech may delay reporting some projects in order to protect proprietary information.

⁵ For delivery within one year, measured from the date of this Review. This category excludes material deliverable within one year under other than spot or near-term contracts.

⁶ For delivery beyond one year, measured from the date of this Review.

Active projects removed since last month: *none reported*

Market Values Expressed in Selected Currencies⁷

Argentina to Kazakhstan

	Argentina (peso)	Australia (dollar)	Brazil (real)	Canada (dollar)	China (yuan)	Czech Rep. (koruna)	Euro. Union ⁸ (euro)	Hungary (forints)	India (rupee)	Japan (yen)	Kazakhstan (tenge)
Exchange Value											
<i>per pound equivalent U₃O₈ as concentrates</i>											
Jul 31, 2017	357.31	25.30	63.29	25.27	136.21	446.03	17.10	5,204.25	1,299.93	2,232.77	6,672.17
Jul 31, 2016	388.45	34.10	84.14	33.76	172.36	626.50	23.18	7,214.70	1,727.48	2,643.61	9,126.64
<i>per kgU as concentrates</i>											
Jul 31, 2017	928.92	65.78	164.53	65.70	354.13	1,159.57	44.45	13,529.94	3,379.55	5,804.71	17,346.22
Jul 31, 2016	1,009.88	88.66	218.76	87.78	448.11	1,628.75	60.25	18,756.69	4,491.07	6,872.83	23,727.32
UF₆ Value											
<i>per kgU as UF₆</i>											
Jul 31, 2017	1,018.98	72.15	180.49	72.07	388.46	1,272.00	48.76	14,841.75	3,707.22	6,367.52	19,028.05
Jul 31, 2016	1,102.35	96.78	238.79	95.81	489.14	1,777.89	65.77	20,474.16	4,902.30	7,502.15	25,899.93
Transaction Value											
<i>per pound equivalent U₃O₈ as concentrates</i>											
Jul 31, 2017	357.31	25.30	63.29	25.27	136.21	446.03	17.10	5,204.25	1,299.93	2,232.77	6,672.17
Jul 31, 2016	410.20	36.01	88.85	35.65	182.01	661.57	24.47	7,618.62	1,824.19	2,791.61	9,637.59
<i>per kgU as concentrates</i>											
Jul 31, 2017	928.92	65.78	164.53	65.70	354.13	1,159.57	44.45	13,529.94	3,379.55	5,804.71	17,346.22
Jul 31, 2016	1,066.42	93.62	231.00	92.69	473.20	1,719.94	63.62	19,806.77	4,742.50	7,257.60	25,055.68
Conversion Value^{9,10}											
<i>per kgU as UF₆</i>											
Jul 31, 2017 (NA)	88.22	6.25	15.63	6.24	33.63	110.13	4.22	1,285.00	320.97	551.30	1,647.45
Jul 31, 2017 (E)	105.87	7.50	18.75	7.49	40.36	132.16	5.07	1,542.00	385.17	661.56	1,976.94
Jul 31, 2016 (NA)	97.49	8.56	21.12	8.47	43.26	157.23	5.82	1,810.64	433.54	663.46	2,290.47
Jul 31, 2016 (E)	104.99	9.22	22.74	9.13	46.59	169.32	6.26	1,949.92	466.89	714.49	2,466.66
<i>per pound U as UF₆</i>											
Jul 31, 2017 (NA)	40.02	2.83	7.09	2.83	15.26	49.95	1.92	582.87	145.59	250.07	747.27
Jul 31, 2017 (E)	48.02	3.40	8.51	3.40	18.31	59.94	2.30	699.44	174.71	300.08	896.72
Jul 31, 2016 (NA)	44.22	3.88	9.58	3.84	19.62	71.32	2.64	821.29	196.65	300.94	1,038.94
Jul 31, 2016 (E)	47.62	4.18	10.32	4.14	21.13	76.80	2.84	884.47	211.78	324.09	1,118.86
SWU Value											
<i>per SWU</i>											
Jul 31, 2017	741	52	131	52	283	925	35	10,794	2,696	4,631	13,839
Jul 31, 2016	855	75	185	74	379	1,379	51	15,878	3,802	5,818	20,086

⁷ Calculated using currency exchange rates for the last business day of the month, as published in *The Wall Street Journal*.

⁸ The following European Union nations are using the Euro as their official currency: Belgium, Finland, France, Germany, Italy, The Netherlands, Slovak Republic, and Spain.

⁹ North American delivery

¹⁰ European delivery

¹¹ Although Namibia has its own national currency, the South African Rand remains a legal tender in Namibia, as the Namibia Dollar is linked to the South African Rand on a 1:1 basis.

¹² The following West African nations are using the CFA franc as their official currency: Benin, Burkina Faso, Côte d'Ivoire, Guinea-Bissau, Mali, Niger, Sénégal, and Togo.

Market Values Expressed in Selected Currencies⁷

Mexico to W. Africa

	Mexico (peso)	Pakistan (rupee)	Russia (ruble)	S. Africa ¹¹ (rand)	S. Korea (won)	Sweden (krona)	Switzerland (francs)	Taiwan (dollar)	UK (pound)	USA (dollar)	W. Africa ¹² (CFA franc)
Exchange Value											
<i>per pound equivalent U₃O₈ as concentrates</i>											
Jul 31, 2017	360.50	2,134.35	1,210.24	266.96	22,668	163.38	19.58	611.96	15.32	20.25	11,300.69
Jul 31, 2016	485.64	2,716.39	1,709.22	359.62	28,809	221.73	25.11	824.14	19.58	25.90	15,354.94
<i>per kgU as concentrates</i>											
Jul 31, 2017	937.21	5,548.85	3,146.37	694.04	58,932	424.75	50.90	1,590.95	39.84	52.65	29,379.39
Jul 31, 2016	1,262.55	7,062.04	4,443.60	934.94	74,897	576.45	65.27	2,142.58	50.90	67.33	39,919.57
UF₆ Value											
<i>per kgU as UF₆</i>											
Jul 31, 2017	1,028.08	6,086.85	3,451.43	761.33	64,645	465.93	55.83	1,745.21	43.70	57.75	32,227.91
Jul 31, 2016	1,378.16	7,708.68	4,850.49	1,020.55	81,756	629.23	71.25	2,338.77	55.56	73.50	43,574.84
Transaction Value											
<i>per pound equivalent U₃O₈ as concentrates</i>											
Jul 31, 2017	360.50	2,134.35	1,210.24	266.96	22,668	163.38	19.58	611.96	15.32	20.25	11,300.69
Jul 31, 2016	512.83	2,868.47	1,804.91	379.75	30,422	234.14	26.51	870.28	20.67	27.35	16,214.58
<i>per kgU as concentrates</i>											
Jul 31, 2017	937.21	5,548.85	3,146.37	694.04	58,932	424.75	50.90	1,590.95	39.84	52.65	29,379.39
Jul 31, 2016	1,333.24	7,457.40	4,692.38	987.28	79,091	608.72	68.93	2,262.53	53.75	71.10	42,154.45
Conversion Value											
<i>per kgU as UF₆</i>											
Jul 31, 2017 (NA)	89.01	527.00	298.83	65.92	5,597	40.34	4.83	151.10	3.78	5.00	2,790.30
Jul 31, 2017 (E)	106.81	632.40	358.59	79.10	6,716	48.41	5.80	181.32	4.54	6.00	3,348.35
Jul 31, 2016 (NA)	121.88	681.72	428.95	90.25	7,230	55.65	6.30	206.83	4.91	6.50	3,853.56
Jul 31, 2016 (E)	131.25	734.16	461.95	97.20	7,786	59.93	6.79	222.74	5.29	7.00	4,149.99
<i>per pound U as UF₆</i>											
Jul 31, 2017 (NA)	40.37	239.04	135.54	29.90	2,539	18.30	2.19	68.54	1.72	2.27	1,265.66
Jul 31, 2017 (E)	48.45	286.85	162.65	35.88	3,047	21.96	2.63	82.25	2.06	2.72	1,518.79
Jul 31, 2016 (NA)	55.28	309.22	194.57	40.94	3,280	25.24	2.86	93.82	2.23	2.95	1,747.94
Jul 31, 2016 (E)	59.54	333.01	209.54	44.09	3,532	27.18	3.08	101.03	2.40	3.18	1,882.40
SWU Value											
<i>per SWU</i>											
Jul 31, 2017	748	4,427	2,510	554	47,015	339	41	1,269	32	42	23,438
Jul 31, 2016	1,069	5,978	3,762	791	63,402	488	55	1,814	43	57	33,793

⁷ Calculated using currency exchange rates for the last business day of the month, as published in *The Wall Street Journal*.

⁸ The following European Union nations are using the Euro as their official currency: Belgium, Finland, France, Germany, Italy, The Netherlands, Slovak Republic, and Spain.

⁹ North American delivery

¹⁰ European delivery

¹¹ Although Namibia has its own national currency, the South African Rand remains a legal tender in Namibia, as the Namibia Dollar is linked to the South African Rand on a 1:1 basis.

¹² The following West African nations are using the CFA franc as their official currency: Benin, Burkina Faso, Côte d'Ivoire, Guinea-Bissau, Mali, Niger, Sénégal, and Togo.

Australia— The Next Uranium Frontier

Australia possesses abundant uranium resources, but the mineral-rich continent is no longer the uranium-producing powerhouse it was through the early 2000s. Despite accounting for nearly one-third of the world's identified uranium resources, exploration activities and uranium production have been declining for more than a decade. With four Western Australian uranium projects escaping the Labour Party's newly imposed uranium mining ban, "The Nuclear Review" examines Australia's prospects to host a uranium mining renaissance. This leads the way to a deeper discussion founded on Australia's ability to satisfy a potential and looming long-term supply gap and whether hesitant investment today could hurt Australia's ability to unlock its future uranium potential.

Unparalleled Uranium Potential

Australia hosts the world's largest uranium resource, with the majority of the country's uranium potential contained within seven individual deposits. These include the polymetallic brecciated complex of Olympic Dam in South Australia, the Proterozoic unconformity deposits of Ranger and Jabiluka in the Alligator River region of the Northern Territory, and the sandstone deposits of Yeelirrie, Wiluna, Mulga Rock, and Kintyre in Western Australia.

Figure 1 shows resources and annual production for the five leading uranium mining nations. Identified resources consist of Reasonably Assured Resources (RAR) and Inferred Resources (IR) recoverable at a cost of <US\$50 per pound U₃O₈. Production figures have been assembled to represent the proportion of production attributable to open-pit, underground, *in-situ* recovery (ISR), and by-product production in 2016. Each country's percentage of world uranium resources and production is provided beneath the respective bars.

The figure portrays a compelling story. ISR in Kazakhstan, facilitated by amenable geology and backed by

strong political support, has triumphed. But the shift in the geographical origins of primary production has raised concern over future security of supply, especially as growth in production is absorbed by China's uranium requirements for an ambitious domestic nuclear power expansion program. ISR-amenable resources are dwarfed by those amenable to open-pit, underground, and by-product extraction methods, yet the depletion of leachable clay-bound sandstones—predominantly in Kazakhstan—far outpaces the attrition rates of both underground and open-pit resources.

Annual attrition rates (AAR) are calculated by dividing national

production in 2016 by each country's total identified resources. The AAR for Kazakhstan ranks highest at 3.17 percent, followed by Canada at 2.75 percent. Australia has the lowest AAR at 0.64 percent and by far the greatest share of identified world uranium resources.

Over-reliance and oversupply from one single mining technology comes with inherent risk. It is in the interest of most buyers to maintain a diverse mine-type mix when considering uranium purchases. Over time, it is plausible to suggest that the industry may witness a shift from today's prevalent ISR production and a return to conventional mining techniques.

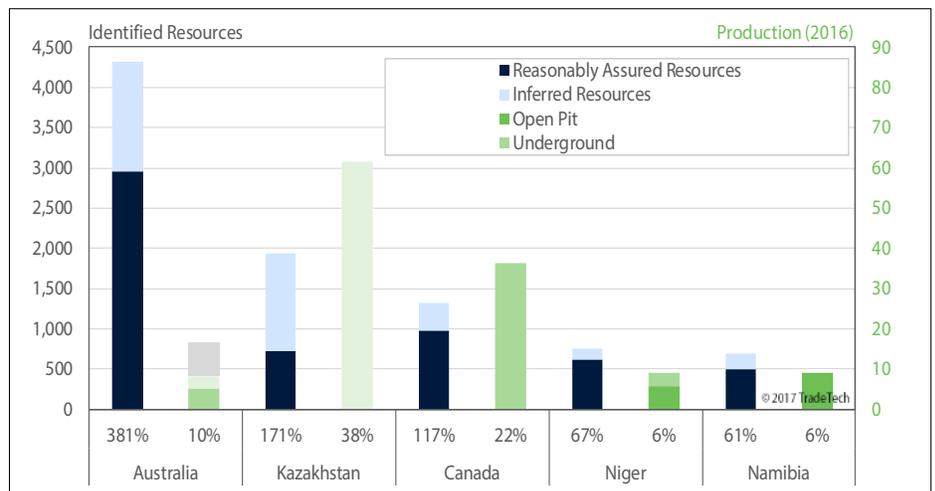


Figure 1 Uranium Resources vs. Uranium Production (million pounds U₃O₈) – Highlighting Australia's Uranium Potential

As Figure 1 clearly demonstrates, Australia has tremendous resources potential. Aligning this with the way in which those resources are best exploited provides Australia with noteworthy opportunities for future growth in the uranium mining sector.

Uranium Production

Australia ranks as the fourth-largest uranium producer worldwide, producing a total of 531 million pounds U₃O₈ between 1965 and 2016; Canada ranks in first place with over 1.1 billion pounds; the USA ranks second with 720 million pounds, and Kazakhstan ranks third with 568 million pounds. (Note: Rank scores exclude contributions from Russia).

Since production commenced at Olympic Dam in 1988, Australia's contributions to global uranium production increased from 6 percent in 1992, to a peak of 26 percent in 1998. Contributions remained high between 2000 and 2007 owing to strong production at the Ranger and Olympic Dam mines versus weak

production growth in Canada. However, in less than a decade, Australia's share of world production has fallen at a compound rate of 7 percent annually, from 21 percent in 2007—coinciding with a peak in spot uranium prices—to just 10 percent in 2016, and 9 percent in 2014 (Figure 2).

Australia currently has three operating uranium mines: Ranger in The Northern Territory, and the Olympic Dam and Four Mile mines in South

Australia. Total production in 2016 was 16.6 million

pounds U₃O₈, a 9 percent decrease compared to 2012 production of 18.3 million pounds U₃O₈, and a 27 percent decline compared to 2009 production of 22.7 million pounds U₃O₈.

Producers in Australia, like BHP (formerly BHP Billiton) and Energy Resources of Australia Ltd. (ERA), will most likely have contracted well during the early 2000s; a period defined by robust Australian production (greater than 20% world share) and strengthening uranium prices. Australia's falling contributions to global production since 2007 are the result of declining uranium market prices and the increasing competitiveness of Kazakh production using ISR techniques.

Exploration Investment Hits 10-Year Low

The Australian Bureau of Statistics reports expenditures for uranium have dropped from A\$189.6 million (US\$147 million) in 2011, to just A\$23.4 million (US\$18 million) last

year, marking a 34 percent compound annual rate of decline over the five-year period. Other major uranium-producing regions, like Kazakhstan and Canada, reported a 21 percent and 17 percent decline in spending, respectively.

Exploration in Australia has focused on known uranium resources (brownfield deposits), predominantly in Western Australia. More than A\$366 million (US\$281 million) has been spent on uranium exploration in the state since a ban on uranium mining was lifted in 2008. Indeed, expenditures in the state have grown from zero in 2008 to almost A\$90 million (US\$69 million) in 2011, but fell back to A\$15 million (US\$11.5 million) in 2016. The state's share of spending, which accounted for 67 percent of Australia's total uranium exploration expenditures in 2016, has been exacerbated by dwindling expenditures in South Australia and the Northern Territory, which accounted for 2 percent and 17 percent of spending in 2016, respectively.

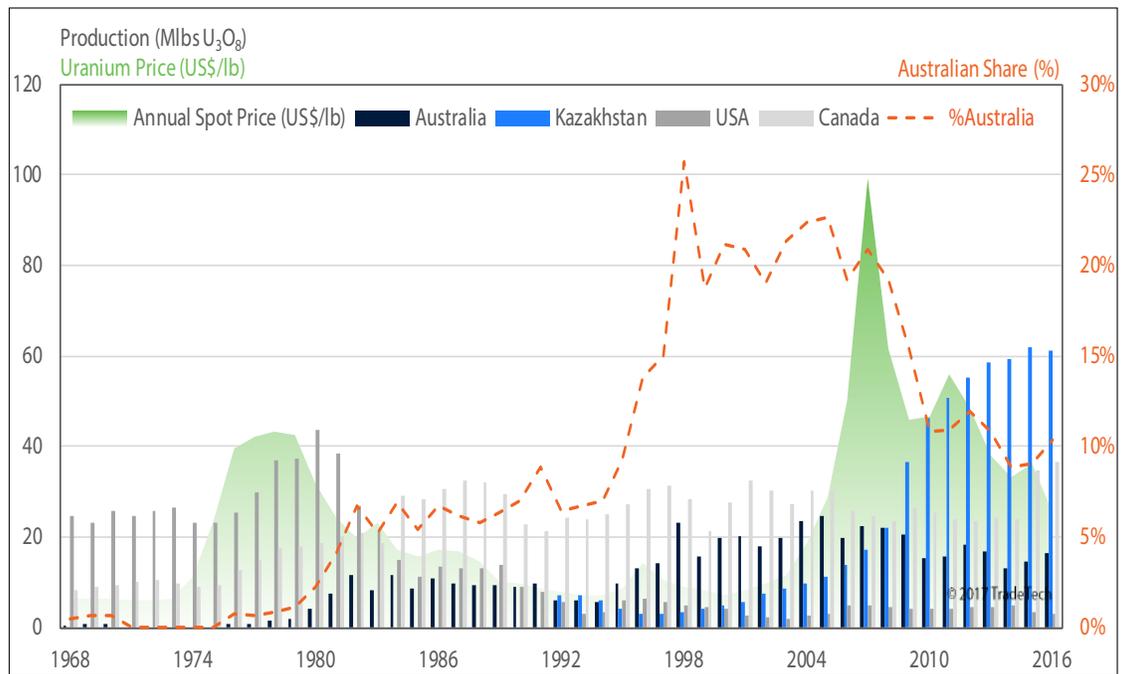


Figure 2 Uranium Production from Major Producer Nations, with Average Annual Spot Price & Australian Share, 1968 – 2016

Most uranium mining companies across the industry have cut exploration budgets to focus efforts on productivity gains and cost conservation strategies. However, declining exploration activity could come with latent implications. As well as exacerbating the depletion of ore reserves, it means fewer new discoveries are being made today to replace a dwindling mineral resources base.

Mining companies have traditionally employed a counterintuitive approach to exploration, whereby prospecting increases during periods of downward price pressure. Instead, the balance between greenfield and brownfield exploration targets appears to have shifted toward the development of less risky brownfield deposits while soft uranium prices prevail.

Resilience in Western Australia is Rewarded

The surge in exploration expenditures in Western Australia highlights the state’s uranium potential. Cameco’s Kintyre and Yeelirrie Projects, Vimy Resources’ Mulga Rock Project, and Toro Energy’s Wiluna Project host a combined 362 million pounds U₃O₈, with 81 percent of these resources reported in the Measured and Indicated confidence categories. The state also has an established mining infrastructure — a legacy of the Pilbara iron ore mining district and the gold mining regions of Coolgardie and Kalgoorlie.

In June, the state’s Labour government delivered on an election promise to ban uranium mining following their rise to power in early 2017. The ban on uranium mining became effective on June 20, 2017, with the exception of the four aforementioned projects, which were awarded approvals prior to the state election in March.

While the future of those four projects has now been clarified, (state) approvals expire five years from being issued. Labour Premier Mark McGowan has warned mining companies that his government will be seeking legal advice on whether those approvals would need to be renewed. Cameco could present the government with its first uranium challenge in March 2020, with the need to apply for fresh approvals for its Kintyre Project. The remaining three projects would not need to seek new ministerial approvals until after the next state election in 2021 (Figure 3).

If the state’s Labour government were to be re-elected and the current uranium ban remained in place, then

In Western Australia, Cameco's Kintyre and Yeelirrie Projects, Vimy Resources' Mulga Rock Project and Toro Energy's Wiluna Project host a combined 362 million pounds U₃O₈, with 81 percent of these resource reported in the Measured and Indicated confidence categories.

the necessity for companies to seek new ministerial approvals could fall under question. One factor affecting whether projects are deemed to have met the terms of their ministerial approval is the interpretation of the term "substantially commenced." For example, the conditions of Toro Energy’s ministerial approval state that "any commencement of any implementation of the proposal ...

must be demonstrated as substantial." Commenting in June, Toro’s General Manager Andrew Worland said; "I'll wait until the time's right to spend the money to determine from a legal perspective what we think that definition is." In July, Toro Energy received federal approval to extend the Wiluna Project, which now includes mining the Centipede, Lake Way, Millipede, and Lake Maitland deposits.

Uranium Potential vs. Uranium Policy

At the 2017 Australian Institute of Mining and Metallurgy’s (AusIMM) annual Uranium Conference in Adelaide, Dr. Andrea Marsland-Smith of Heathgate Resources outlined the certainty of existing yet undiscovered leachable sandstone deposits in the state. Chief government geologist Dr. Steve Hill also spoke of the state’s vast uranium potential at South Australia’s Nuclear Fuel Cycle Royal Commission in 2016, commenting that "important discoveries in untapped regions were inevitable."

Over 80 percent of South Australia is concealed beneath weathered sediments of up to one kilometer (0.6 mile) thick. This overburden is the chief deterrent for many prospectors given the high risk and high costs associated with failing to intercept economic grades of mineralization at

Company	Project	Approval Date	5-year Expiration Date
Cameco Corp.	Kintyre	March 5, 2015	March 2020
Vimy Resources	Mulga Rock	December 19, 2015	December 2021
Toro Energy	Wiluna	January 9, 2017	January 2022
Cameco Corp.	Yeelirrie	January 16, 2017	January 2022

Figure 3 Uranium Project Approvals, Western Australia

depth. Indeed, uranium discoveries in Australia in the last two decades correlate to areas where cover is either thin or nonexistent.

The supergiant iron-oxide-copper-gold (IOCG) deposit at Olympic Dam represents the best example of deep-seated mass mineralization occurring at depth, at around 400 to 500 meters beneath the surface. Yet, the western-third of South Australia remains a large unknown in terms of geophysical surveillance, with only four to six drill holes penetrating the overburden in an area similar to most European countries. It is these greenfield areas that hold the key to making new, higher-grade discoveries, but they also represent high-risk investments at a time when uranium prices offer little incentive to generate a return on investment.

As well as geological constraints in South Australia, the prospective uranium states of the Northern Territory and Western Australia have been plagued by prohibitive uranium policy and barriers in gaining a Social License to Operate (SLTO). ERA mothballed plans to extend its Ranger operation underground (known as Ranger 3 Deeps) in June 2015, citing low uranium prices and opposition from the indigenous traditional owners, the Mirrar people. Likewise, ERA's Jabiluka Project, located 22 kilometers (13.7 miles) north of Ranger and within the celebrated Kakadu National Park, is subject to a long-term care and maintenance

agreement, and cannot proceed without consent from the Mirrar owners.

Figure 4 shows the mineral resources pertaining to nine uranium development projects and one producing operation (Ranger Stockpiles). Mineral resources total over 1 billion pounds U_3O_8 , two-thirds of which are defined to a Measured and Indicated level of confidence. This reinforces the notion that companies have used budgets to prove up existing brownfield assets instead of exploring for riskier greenfield deposits.

Approximately 400 million pounds (40%) of Australia's uranium resources are beneath land owned by native title holders, the Mirrar people. An additional 375 million pounds (38%) are also subject to uncertainties surrounding the longer-term implications of prohibitive uranium mining policies in Western Australia.

South Australia's favorable mining jurisdiction arguably places it above

other neighboring states in terms of bipartisan support; this position is bolstered by the world-class asset at BHP's Olympic Dam Project. Yet, resources at the Four Mile Mine and Honeymoon Mine account for just 124 million pounds (12%) of Australia's known uranium potential.

Olympic Dam and the Southern Mining Area (SMA)

According to Olympic Dam General Manager Troy Wilson, BHP has spent A\$250 million (US\$190 million) in the past four years to develop the new Southern Mining Area (SMA) at Olympic Dam. The SMA is what BHP refers to as the body of the guitar-shaped orebody. Since 1988, only the Northern Mining Area (NMA) of the deposit has been mined—or the neck of the guitar—meaning that around 70 percent of the resource footprint is still available to be mined.

In 2015, BHP revised plans to access the SMA via a series of 15 underground developments and drives, in a project called the Brownfield Expansion Project (BFX). Keeping mining

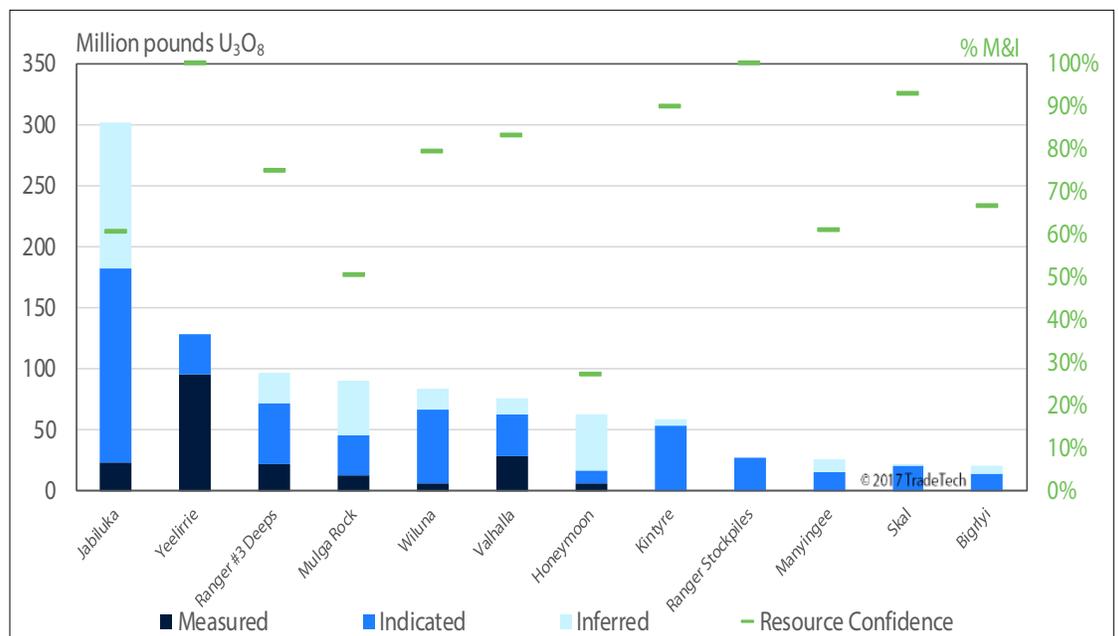


Figure 4 Select Uranium Projects and Mineral Resources Across Australia, by State
Source: TradeTech

operations underground preserves more space at the surface to develop new processing pathways. However, a slowdown in the global economy and commodity markets put a hold on plans, but, according to local media, BHP launched work on the underground expansion during the 2015 financial year before accelerating development 12 months ago with a workforce of 180 people.

BHP is investing over \$600 million (US\$475 million) in Olympic Dam. Around 80 percent of this capital investment will be allocated toward further underground development in the existing NMA and existing infrastructure; only 20 percent will be used to support underground expansion in the SMA. The company expects to spend \$350 million (US\$280 million) on a major smelter upgrade between August and November this year. The improved operational performance could generate an increase in copper and uranium production. The mine

produced 1.6 million pounds U_3O_8 in the quarter ending June 2017, which is 19 percent lower than the June 2016 quarter and 22 percent less than the preceding quarter.

Uranium production at Olympic Dam is predominantly governed by the copper price. The copper outlook will, therefore, affect the size of activity planned within the SMA over the coming years. Asked how sensitive the economics of the SMA are to uranium prices during last year's Royal Commission, BHP's Asset President Olympic Dam Jacqui McGill responded; "Whilst it's not immaterial, it is not a material component of the economics." From an operational perspective, uranium output is governed by the size of the leach pad, and to a lesser extent, the head grade of the ore hitting the mill. Although sizable test work is underway to accommodate and process the ore mined from both mining areas, the BFX is still at least four years away from a final decision on which technology to adopt.

Australia's Uranium Potential in Context

From an evaluative standpoint, it is critically important to compare Australian projects in context to the global competition. TradeTech uses a comprehensive Grade-Tonnage and Resources (GTR) assessment to gauge the overarching geological strength of competing uranium projects worldwide. Analysis derived from the GTR supports TradeTech's Asset Viability Rating (AVR) system providing a more nuanced vision of supply dimensions in the near and long-term future¹.

Figure 5 plots a selection of producing projects (green), developing projects (blue), or projects currently under care and maintenance (orange). All plots have been scaled to represent the relative size of total mineral resources and ore reserves, with Australian projects shown in bold.

As the weighted average grade (WAG % U_3O_8) of a deposit increases then tonnage inherently decreases.

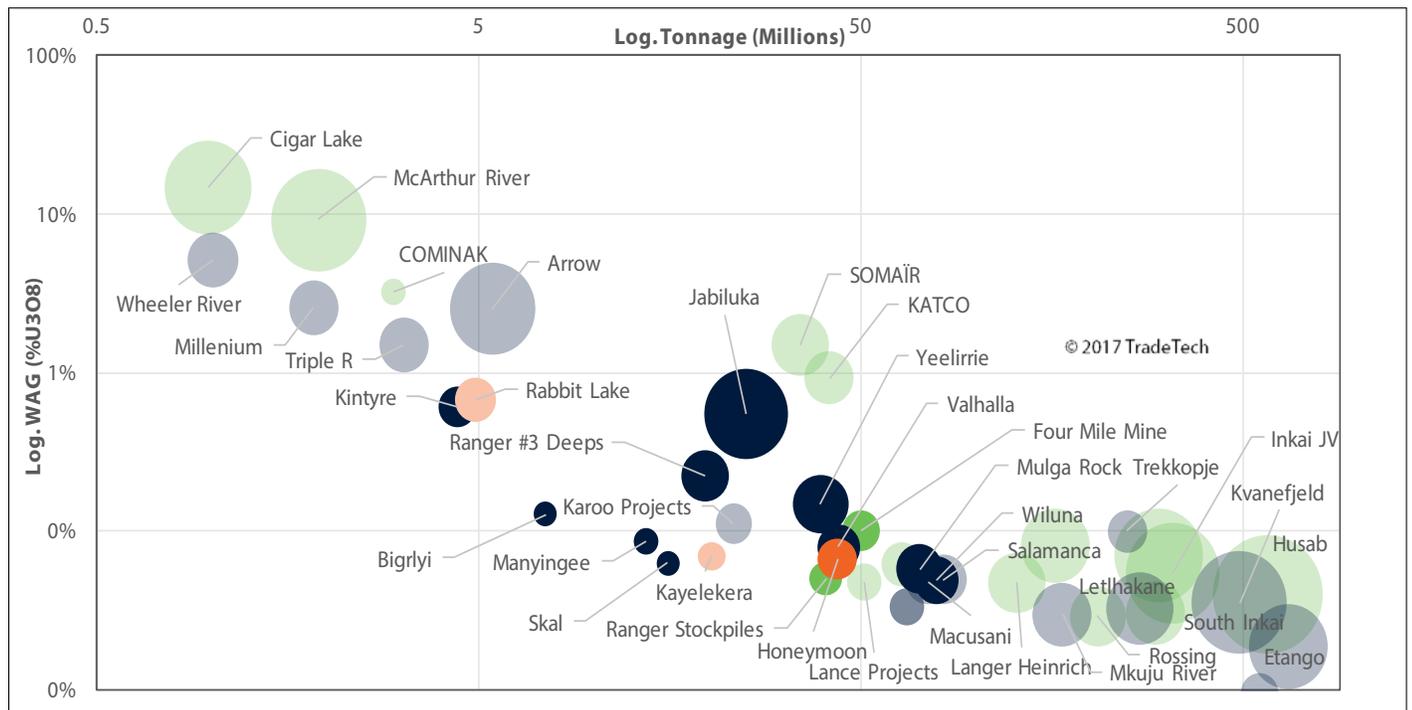


Figure 5 **GTR Model – Evaluating Australian Project Potential in the Global Context**
Source: TradeTech

Operations residing toward the top left of the GTR are arguably associated with lower operational expenditures, since higher-grade resources necessitate less material to be moved.

But, these resources—all endemic to the deep-seated deposits of the Athabasca Basin—take considerable time and money to develop. The initial and

sustaining capital required to develop these deposits will likely exert upward pressure on the full cost of uranium production.

In comparison, the majority of Australia’s uranium potential is positioned in the medium-grade category between 0.05 (Wiluna) and 0.6 (Kintyre) percent U₃O₈. Eight of

Australia’s 10 uranium development projects featured in Figure 5 are amenable to open-pit extraction, whereas Honeymoon, in care and maintenance, is an ISR-compatible resource. On average, it takes less time to build an open-pit or ISR mine and costs less money to install the ancillary infrastructure compared to underground mines.

Restarting Honeymoon—Australia's Next Uranium Producer?

Boss Resources believes the Honeymoon Project can be Australia’s next uranium producer. The company purchased the Honeymoon asset from Uranium One in December 2015 for A\$9 million (US\$7 million). It represents Boss Resources’ first exposure in the uranium industry, with existing interests in nickel, copper, and gold.

The Honeymoon Project is one of only four fully permitted uranium operations in Australia with an export license. The project also has approximately \$170 million (US\$130 million) worth of existing infrastructure in place, including power, water, roads, an airstrip, and a 200-person operating mining camp. However, Boss inherited Uranium One’s debt of \$158 million (US\$122 million) on completion of the original share sale and purchasing agreement.

Uranium One struggled with technical and processing issues upon commissioning of the mine in 2011. This included an inability to consistently achieve required uranium content in the plant feed due to poor leach chemistry, a sub-optimal wellfield design, and plant issues. The combination of technical issues, a low plant throughput, high operating costs, and a low uranium price forced Uranium One to impair the project in 2014.

The deposit has undergone three mineral resource updates, which have increased the total number of pounds by 282 percent, from 16.6 million pounds U₃O₈ in July 2015, to 63.3 million pounds U₃O₈ in May 2017 (Figure 6). A revised core process and production profile is at the heart of scoping and prefeasibility studies. This entails leach optimization, solution stacking, and importantly, the identification of a competitive processing technology for Honeymoon’s unique mineralogical characteristics.

Importantly, the proposed ion exchange circuit has a higher loading capacity with improved selectivity. This should facilitate a flexible staged production profile from 0.88 to 2.0 to 3.2 million pounds U₃O₈ annual production.

With existing infrastructure in place, the Honeymoon Project requires a relatively low capital injection of US\$10 million for the plant to restart. The company completed a A\$3 million (US\$2.3 million) capital raising in August to advance activities at Honeymoon. An additional US\$58 million would be needed for expansion to produce approximately 2 million pounds U₃O₈ per year. At full production, Boss Resources is projecting all-in-sustaining costs to be competitive at around \$24 per pound U₃O₈.

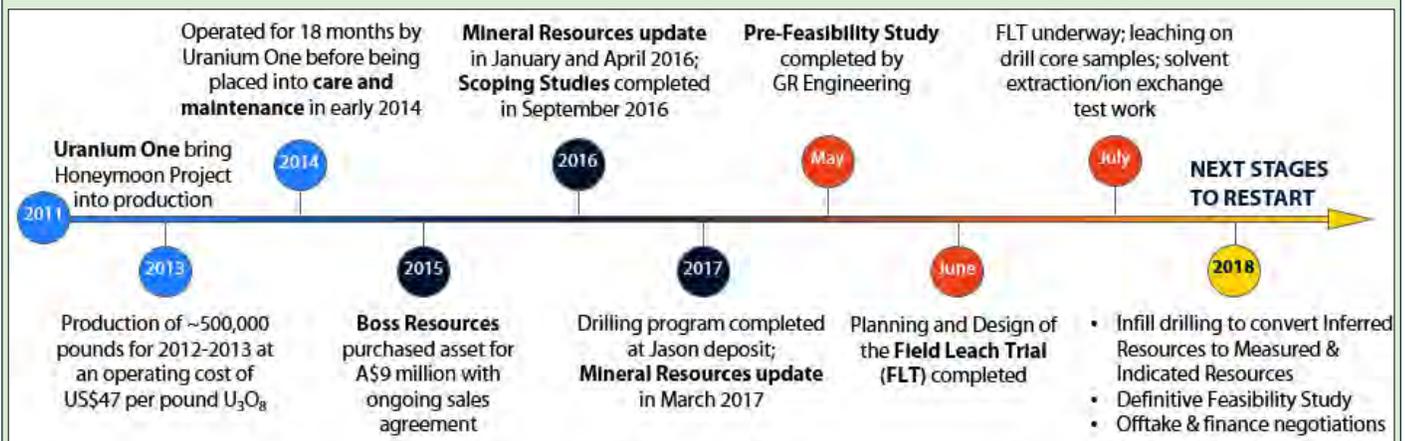


Figure 6 Evolution of the Honeymoon Uranium Project, 2011 – 2018 (estimated)

Crucially, the price incentive to bring these projects through construction and into production is not matched by today’s uranium market prices. Moreover, there is tremendous competition in the global arena, with resources spanning a wide area across the grade and tonnages spectrum. Approximately 800 million pounds (7%) of the resources represented in Figure 5 reside in the high-grade category above 1.5 percent U₃O₈. The length of time and high capital required to build these mines means that development projects amenable to open pit, and especially ISR mining methodologies, are more likely to react and enter production sooner when signaled by an uptick in uranium prices.

Australian Asset Evaluation

TradeTech’s supply forecast indicates a decline in existing production coupled with an increase in emerging production through 2030. Many producers are anticipating a scenario that will introduce new production, see suspended projects return to service, or see existing projects ramp up (again) to nameplate capacity.

Given Australia’s uranium potential and these potential circumstances, this begs the question; which project is best placed to enter production as the supply and demand balance evolves?

Figure 7 evaluates the relative strength of five Australian uranium projects against nine geological parameters. TradeTech’s AVR plots—wherein higher scores represent more preferable circumstances—lend themselves to an assessment of each project’s relative competitiveness.

Broadly speaking, all four uranium projects in Western Australia share several defining geological characteristics that typify resources amenable to open-pit extraction, especially their shallow depth and low-grade nature (i.e. Yeelirrie and Wiluna Projects), geotechnical simplicity, and higher cost sensitivity.

At 128 million pounds of Measured and Indicated resources, Cameco’s wholly owned and operated Yeelirrie Project is the largest and

most well-defined deposit among its Australian competitors. According to the 2015 Public Environmental Review, ore will be processed via an alkali leach tank. Generally, the process carries environmental advantages, but uranium recoveries are characteristically less efficient at around 70 percent compared to an acid leach (~80-90%).

The Kintyre Uranium Project is a joint venture between Cameco (70%) and MDP Uranium Pty Ltd. (Mitsubishi Development) (30%). Despite Kintyre’s relatively high grade and low tonnage deposit, the resource is smaller and significantly deeper than Yeelirrie.

Toro Energy’s Wiluna Project has resources of 84 million pounds, with 96 percent of the permitted resource body classified in the higher confidence Measured and Indicated category. According to Toro, technical studies have demonstrated a pathway to reduce full-cost production, with a new processing flow sheet resulting in a paradigm shift in hydrometallurgical plant capital cost and processing operating costs. The next stage of development is to upscale the leaching results of beneficiated concentrates, which is anticipated to occur during the second half of 2017.

In July, Vimy Resources updated the resources estimate for its Mulga Rock Project from 78.4 to 90.1 million pounds U₃O₈. Studies have indicated a 20-25 percent uplift in metal at the Ambassador deposit, while the Princess and Shogun deposits are anticipated to underpin a revision of ore reserve estimates. Speaking upon the release of Vimy’s Resources update in May, Managing Director Mike Young commented, “Instead of talking about forward demand for uranium, we’ll be

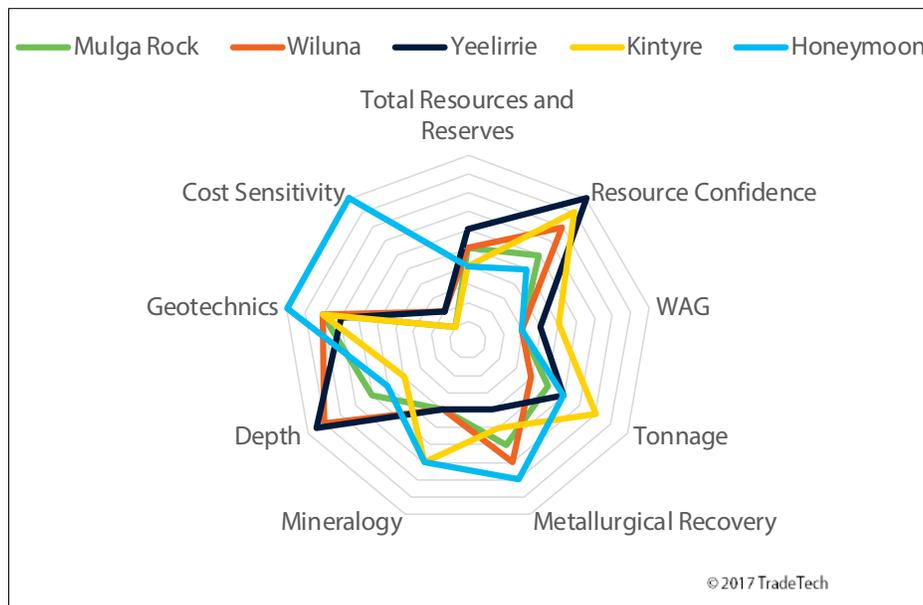


Figure 7 Asset Viability Rating – Comparing Geological Parameters of Five Australian Uranium Projects
Source: TradeTech

able to compete in today's market. In a nutshell, these results have changed our paradigm from a wanna-be to a gonna-be."

A New Uranium Frontier Beckons

Global uranium resources are more than adequate to meet high case uranium demand up to the mid 2030s. The 5.75 million tonnes (14.9 million pounds U_3O_8) of identified uranium resources reported by the International Atomic Energy Agency's (IAEA) *Red Book* (2016) is founded on robust scientific fundamentals². Estimates of undiscovered resources, however, are only expectations based on geological theory; these estimates are derived from a relatively low and unknown level of tested confidence³.

Australia does not report undiscovered resources; the country's 29 percent share of identified resources is, however, the highest of any country. Moreover, Australia still accounts for a significant 15 percent of the world's combined identified and undiscovered resources base, with 68 percent of Australia's contribution derived from the RAR category—the highest confidence category in all reporting categories. With Australia's significant uranium potential in mind, and the relatively unknown nature of others' uranium potential, global uranium resources must be viewed with a few caveats in mind.

First, there is an uneven distribution of global identified resources. This has raised notable concern over longer-term security of supply risk. It is important to note that 14 countries host 94 percent of the world's identified uranium resources, and in 2016, just six countries accounted for

over 87 percent of the world's uranium production.

Second, world production has never exceeded 89 percent of reported production capability. According to the IAEA, since 2003, this figure has varied between 70 to 84 percent of primary nameplate production capacity. Therefore, no matter how robust identified resource estimates are, the full production capability connected to these resources harbors some uncertainty.

In the past, the average time from discovery to production of identified uranium resources is greater than 20 years—a period that is significantly higher than most other commodities.

Exploration in Australia has focused on known uranium resources (brownfield deposits), predominantly in Western Australia. More than A\$366 million (US\$281 million) has been spent on uranium exploration in the state since a ban on uranium mining was lifted in 2008.

Some industry experts advocate that historically, up to 50 percent of identified uranium resources have never been—and never will be—brought into production, because of various technical, socioeconomic, and geopolitical issues.

In addition, while stockpile inventories have grown in the aftermath of the 2011 Fukushima accident, there is no guarantee that these inventories will be accessible to all end users (utilities). There are country boundaries, geopolitical considerations, market restrictions, and contracts in place that restrict the movement of uranium across borders. For example, trade-related embargos could disrupt future uranium deliveries between certain nations or regions and accelerate

inventory drawdown in specific countries.

Greater uncertainties pertain to reported undiscovered resources. First, these resources are of completely unknown reliability. This raises the issue in terms of how much economic uranium is actually left, especially considering a present-day discovery success rate of one in 1,000. Added to that, the success rate of intercepting economic grades is decreasing as new deposits are discovered under progressively deeper cover. Coupled with declining exploration expenditures, the chance of finding those undiscovered resources under today's market conditions is remarkably low.

Australia and a Looming Supply Gap

Figure 8 highlights the importance and global significance of Australian uranium. Resource values are derived from the IAEA's

identified resources reported below a production cost of \$50 per pound U_3O_8 . This reflects a refined resources base that accounts for losses encountered through mining and recovery, as well as technical, socioeconomic, and political barriers to production capability. Consequently, only 60 percent of the IAEA's originally identified resources are used. The depletion of each country's resources base is a function of production levels in 2016 (plus 1% annually to replicate growth in production), with inferences made for countries that currently contribute less than 2 million pounds per annum (in grey). The attrition rate of select countries that contribute over 2 million pounds annual production are shown in percent terms, in parentheses.

The figure demonstrates the superiority of Australia's identified uranium resources in comparison to other major production centers. Under this resources scenario, and at current rates of production, Kazakhstan and Canada have the highest attrition rates at 5.3 and 4.6 percent per year, respectively. Australia, on the other hand, has an annual attrition rate of just 0.64 percent.

Of course, this simulation does not account for increases to other countries' attrition rates when, for example, Kazakhstan and Canada's resource bases become exhausted. Nor does it respect the actual growth in forecast uranium requirements, which would support a need to increase primary uranium production and in doing so accelerate resource depletion.

A Paradoxical Situation with Upward Price Potential

Some analysts have referenced the term "future supply gap" as misleading, owing to the fact that any emerging deficit is predicated on firm demand

fundamentals. From a geological and mining perspective, however, there is real reason to postulate a widening supply deficit in the 2030s. Emerging production appears capable of absorbing requirements forecasts up to 2030, with the Mulga Rock, Yeelirrie, and Wiluna Projects accounting for around 14 million pounds of this growth in 2030. However, the *in-situ* resources pertaining to a number of key projects are likely to be exhausted through the late 2020s and early 2030s, including Ranger's stockpiles and the Cigar Lake Mine in Canada, as well as the SOMAIR and Rössing operations in Niger and Namibia, respectively. It is plausible that a resource base accountable for around 55 million pounds of annual production today could be exhausted by 2035.

The notion of a looming supply deficit beyond the 2035 time frame signals a need to exercise a counterintuitive approach toward exploration for which Australia is well positioned to exploit. However, this raises another issue as the overwhelming proportion of Australia's uranium potential is

locked up in association with other commodities. In addition to being governed by the price of uranium, the country's uranium-producing potential is also at the mercy of other commodity markets, especially copper and gold.

A total of 79 percent of Australia's uranium resources are attributed to the polymetallic IOCG breccia complex at Olympic Dam. In July, Deutsche Bank suggested abandoning the BFX at Olympic Dam, which could cut costs and liberate dividends for BHP shareholders worth \$20 billion.

Likewise, Oz Minerals' Carrapateena development, located along the eastern margin of South Australia's Gawler Craton—the same metallogenic belt that hosts Olympic Dam—categorizes uranium as a by-product "penalty element" in its resource estimates for copper and gold. In addition, and broadly speaking, mining companies cannot plan decades in advance when the present-day uranium price offers such little incentive to invest in

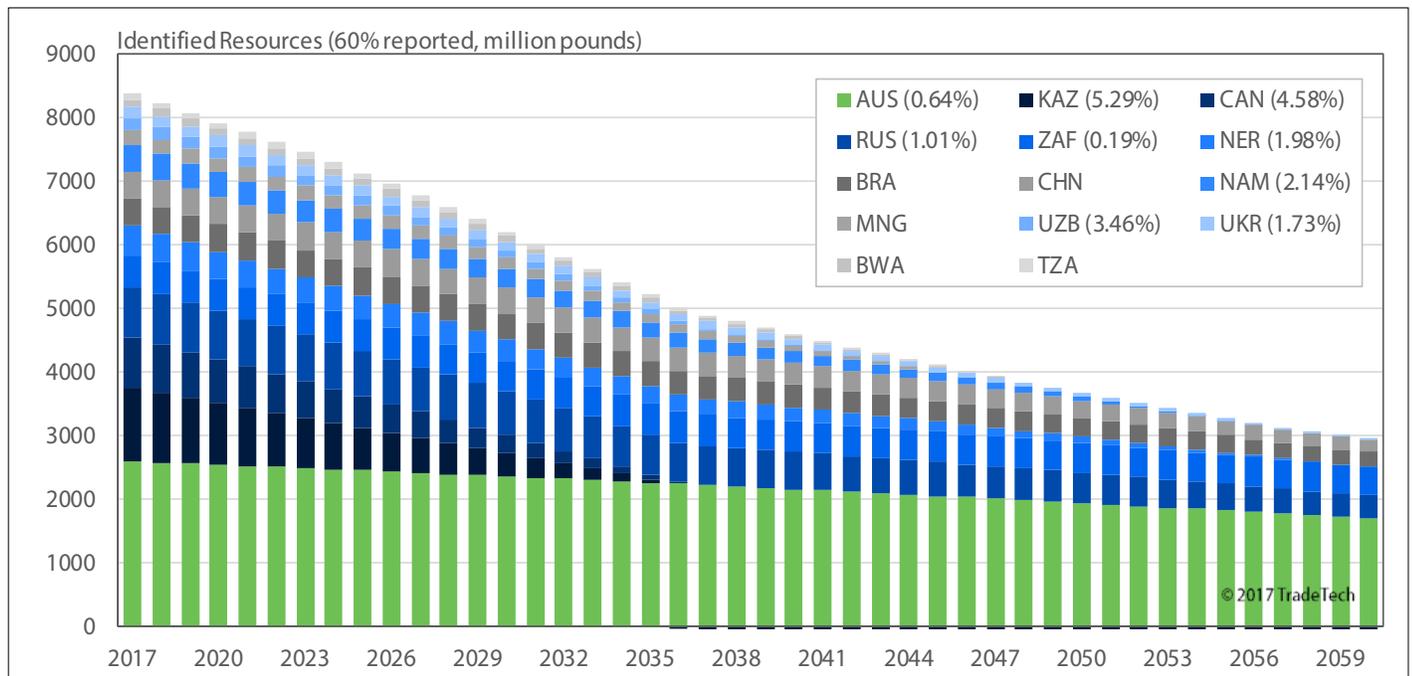


Figure 8 Simulating the Depletion of Identified Uranium Resources at Present-Day Attrition Rates, 2017 – 2060

exploration today. Added to that, most shareholders are unwilling to invest beyond a period that offers a return on investment within three years.

Underinvestment that would otherwise unlock Australia's vast uranium potential could have latent consequences on uranium supply beyond 2035. Under-developed (or undiscovered) uranium resources that coincide with growing uranium requirements have the potential to be reciprocated by a steeper uranium price inflection in the future.

Despite current market conditions, there is real reason to suggest a looming supply risk in the period after 2035. Beyond identified resources, industry experts simply do not know how much uranium is left and where it is. And, because identified uranium resources can take 20 years or more to bring into production, analysts have suggested that companies need to start assessing and finding these undiscovered resources sooner rather than later.

In Conclusion ...

Australia has world class uranium mining potential. Yet, a low uranium price coupled with the increasing competitiveness of ISR mining techniques in Kazakhstan has meant that Australian contributions to global uranium production have declined over the past decade.

However, pioneering uranium developments in Western Australia have garnered considerable attention through 2017. These are relatively small and shallow deposits located in established mining districts. In an increasingly crowded field of uranium

producers, Australia's advanced open-pit and ISR developments have the ability to accelerate through construction and enter production sooner than larger and deeper deposits elsewhere.

The capacity to increase Australia's uranium mining output using identified resources does exist. However, these operations are not only restricted by today's low uranium price, but are shackled by multi-metalliferous markets (Olympic Dam Mine) and barriers toward gaining a SLTO (Ranger 3 Deeps and Jabiluka developments), too.

Australia is the fourth-largest uranium producer, producing a total of 531 million pounds U₃O₈ between 1965 and 2016. While the majority of Australia's identified uranium resources are contained within just a handful of deposits, vast tracts of the continent remain unexplored, with untapped resources receiving a dearth of modern-day prospecting activity.

While the majority of Australia's identified uranium resources are contained within just a handful of deposits, vast tracts of the continent remain unexplored, with untapped resources receiving a dearth of modern-day prospecting activity. Despite a forward-looking vision to exercise counterintuitive exploration, low investor sentiment, and a lack of bipartisan support mean that new uranium discoveries in Australia seem far away.

Southeast Asia is projected to drive long-term growth in uranium requirements. Utilities have also expressed a need to diversify their procurement portfolios ahead of mounting concerns over future security of supply.

Australia, on the doorstep to southeast Asia, is geographically positioned and geologically endowed to absorb this growth from emerging markets. But new deposits take time to develop, and new mines take time to build; Australia will need to act sooner rather than later if it is to capitalize on this opportunity.

Editor's Notes:

¹ A detail discussion of TradeTech's Asset Viability Rating system is featured in the Producer Profiles section of the company's quarterly *Uranium Market Study*.

² Total identified resources consisted of Reasonably Assured and Inferred Resources in the <US\$50 per pound U₃O₈ category.

³ Total undiscovered resources, consisting of prognosticated and speculative resources, amount to 5.72 million tU.



The Yellowcake Index— Tracking Macroeconomic Pressures in the Uranium Market

In an ongoing analysis, TradeTech has examined the effect of currency exchange rates, which have provided a potential relief valve for mining companies that are feeling mounting pressure from depressed uranium market prices. Earlier this year, this study highlighted several macroeconomic factors affecting uranium producers.¹ Behind the scenes, however, there are other macroeconomic dimensions, such as national inflation and prevailing interest rates, that exert tangible influence on uranium production costs.

An examination of how these dimensions come together has opened the door for the introduction of a new TradeTech indicator—the Yellowcake Index (YCI), which blends the overall performance of each currency to better reflect the broad macroeconomic pressures facing uranium producers. This monthly index provides a tool to evaluate past and present cost performances, while offering insight into where these cost trajectories may travel in the future.²

The relationship between various domestic currencies and the US dollar can have a profound impact on the financial results of uranium producers. Sales of uranium oxide are routinely denominated in US dollars, while production costs are largely incurred in domestic currencies.

Global commodity markets have been under significant downward price pressure over the past year. Consequently, commodity-focused economies and their currencies have been hit hard, especially the oil-dependent nations of central Asia. However, with almost all uranium sold in US dollars, the exchange rate benefit from a strong US dollar and those weakening domestic currencies can provide a safety net for certain producers.

Foreign Exchange Rates

An exchange rate is the relative price of two currencies. Notably,

the relationship between various domestic currencies and the US dollar can have a profound impact on the financial results of uranium producers.

The relative competitiveness of producer currencies can be examined

by translating a hypothetical US\$40 cost base into the local currencies in the year 2000, and then reviewing how the US dollar equivalent cost performs over time, as escalated from that year.

Figure 1 illustrates how exchange rate movement alone has influenced the US dollar equivalent cost base for the top six non-US uranium producers. The analysis, for broad illustrative purposes, assumes that all producer costs are in the domestic currency, and that currency hedging activities (financial or otherwise) are not conducted. For example, if domestic costs remained static at 2000 levels, then their US dollar equivalent cost base would escalate as shown in Figure 1.

The Global Financial Crisis (GFC) of 2008 sparked a new era of market

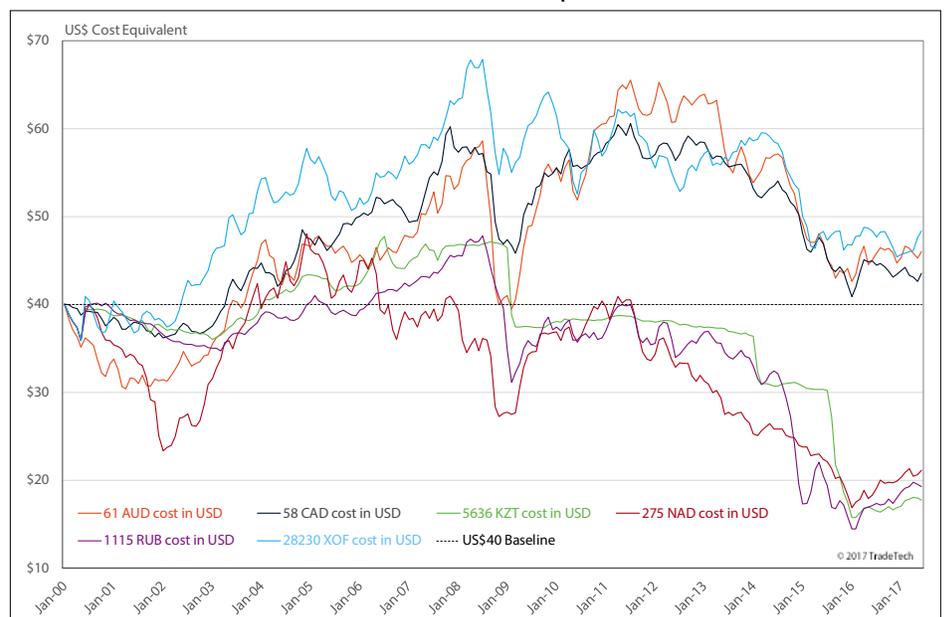


Figure 1 Exchange Rate Influence on US\$40 Production Cost Equivalent, 2000–2017

fundamentals and monetary policy where the top six uranium-producer nations settled into two distinct camps with Russia, Kazakhstan, and Namibia gaining a notable advantage over Niger, Australia, and Canada. Moreover, since 2013, domestic currencies in many of the world's major uranium-producing regions have undergone a sustained weakening relative to the US dollar.

It is important to note that most companies will have a natural hedge against US currency fluctuations as a portion of their annual cash expenditures, including purchases of uranium, will be denominated in US dollars. Some large companies will hedge their currency positions too, effectively locking into today's exchange rate for future deliveries. For example, Canada-based uranium producer Cameco Corp. uses currency hedging as a tool to provide a degree of cash flow predictability and certainty.

While the analysis highlights the gulf that now exists between a \$40 cost equivalent based on foreign exchange rates, in reality, the factors that influence producer costs are multidimensional and, therefore, warrant further examination. These dimensions include: national inflation, interest rates, and a plethora of mine-specific factors, such as productivity gains, input costs, innovative technologies, underground development, wellfields expansion, and stripping ratios.

Interest Rates, Inflation, and Peripheral Influences

Higher interest rates typically attract foreign investment, which raises the value of

the host country's currency and subsequently increases demand for that currency. On the other hand, lower interest rates deter foreign investment and reduce the currency's relative value.

Economic growth in domestic economies is generally signaled through a rise in Gross Domestic Product (GDP). This can trigger interest rates and borrowing costs to rise as demand for funds increases. Demand for capital leads to lenders asking for higher borrowing rates. One complicating factor is the relationship between higher interest rates and inflation. As an economy grows, national inflation will generally increase, in turn causing an increase in the interest rate quoted by lenders, so as to keep pace with inflation. Increasing interest rates without a reciprocal increase in inflation can result in the value and exchange rate for the domestic currency being more likely to rise.

Producer countries that borrow in foreign currency (i.e. US dollars) are

often left with the unenviable task of repaying lenders in US dollars, with their own currency weakened during the interim. Rising inflation and interest rates in the lending country can compound the payback task and heavily affect a country's ability to rebound from broader economic challenges, such as recession.

Interest rates and inflation by themselves do not determine the value of a currency; a number of other factors play an important role, like political and economic stability and the demand for a country's goods and services. A country's trade balance between imports and exports is a useful determinant for currency value, as well. Greater demand for a country's products means greater demand for the country's currency. Favorable GDP and trade balance numbers are key figures that analysts and investors consider in assessing the desirability of owning a given currency. Another important factor is a country's debt level, as a high degree of debt eventually leads to higher inflation rates and may ultimately trigger an official

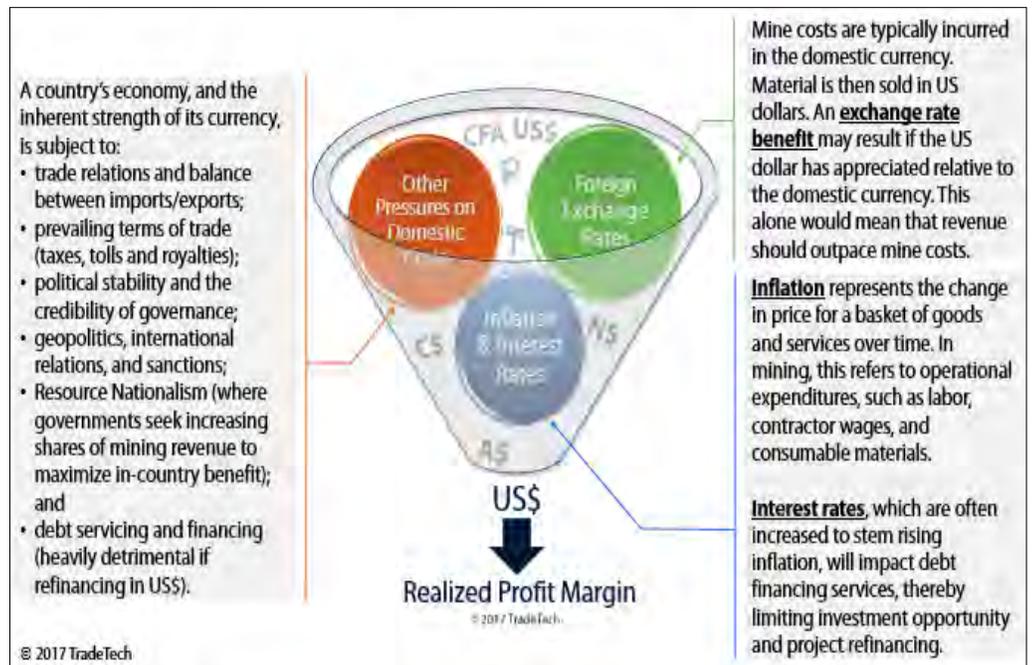


Figure 2 Macro-economic Dimensions Affecting Producer Profit Margin