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## 駐加拿大代表處經濟組 函

受文者：經濟部國際貿易局

發文日期：中華民國109年10月9日

發文字號：加經字第1090000422號

速別：最速件

密等及解密條件或保密期限：

附件：如文（加經1090000422\_Attach1.pdf, 加經1090000422\_Attach2.pdf）

主旨：有關加拿大邊境服務署通知對自我國等國出口之特定鋼板產品完成傾銷初步調查並認定具有傾銷事實事，敬請查照。

說明：

- 一、本組本（109）年5月27日加經字第1090000220號函、5月28日加經字第1090000224號函、7月28日加經字第1090000322號函及8月18日加經字第1090000354號函諒邀察及。
- 二、頃獲加國邊境服務署（CBSA）反傾銷暨平衡措施局貿易暨反傾銷計畫處Darryl Larson處長本年10月9日信函略以：
  - （一）CBSA業於本年5月27日起依據加國特別進口措施法（SIMA），對旨揭自我國、德國、南韓、馬來西亞及土耳其等國出口之特定熱軋碳鋼板（hot-rolled carbon steel heavy plate）及高強度低合金鋼板（high-strength low-alloy steel heavy plate）等產品展開傾銷調查；
  - （二）CBSA已於本年10月9日完成本案傾銷初步調查程序，認

經濟部  
國際貿易局

國際貿易局 109/10/10



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定依據現有證據，自南韓及馬來西亞等國出口之特定鋼板產品並未造成傾銷，爰後續將終止對南韓及馬來西亞等國業者之調查；惟自我國、德國及土耳其等國出口至加國之特定鋼板產品確已造成傾銷，爰作成涉及傾銷之初步調查認定（preliminary determination）；

(三)CBSA將於15日內在CBSA官網（[www.cbsa-asfc.gc.ca/sima](http://www.cbsa-asfc.gc.ca/sima)）發布本案初步認定之調查理由書（Statement of Reasons），並將繼續進行本案傾銷調查程序，預定於明(110)年1月7日作成本案終判或終止調查之認定（final determination or terminate the investigation），屆時將另通知我方；

(四)加國國際貿易法庭（CITT）已於本年7月27日完成本案初步產業損害調查，認定有證據顯示可合理懷疑涉案產品，已造成加國國內產業損害或有損害之虞，CITT刻正繼續進行本案產業損害調查，並預定於明年2月5日前作成終判（final decision）；

(五)CBSA自本年10月9日起至本案終止調查、CITT作成最終認定或業者所提價格具結獲接受期間（以日期較早者為準），將對所有涉案進口產品課徵臨時反傾銷稅（provisional duty），其中，我中鋼公司「China Steel Corporation」適用9.4%稅率，我其他未獲個別稅率之廠商則一律適用97.0%稅率；

(六)此外，依據SIMA，本案出口業者於傾銷初步調查認定後，可以書面提出價格具結，一旦獲接受，即可中止課徵臨時反傾銷稅，且為求時效考量，業者應於傾銷初步調查認定後60日內提出價格具結。詳情請參閱CBSA備忘錄D14-1-9（如附件1）；

(七)本案加方聯絡人為CBSA反傾銷及平衡措施調查組經理Mr

國際  
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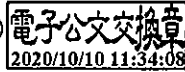
經濟  
貿易局

. Hugh Marcil，聯絡電話為613-954-7265，電郵帳號  
為Hugues.Marcil@cbsa-asfc.gc.ca。

三、隨函檢附本案L處長英文信函影本及本案相關廠商適用之  
反傾銷稅率（如附件2），併請查照。

正本：經濟部國際貿易局

副本：行政院經貿談判辦公室(含附件)



駐加拿大代表處經濟組





HP 2020 IN

**BY E-MAIL:** [canada@moea.gov.tw](mailto:canada@moea.gov.tw)

Ms. Chi-Chuan Susan Hu  
Executive Director  
Taipei Economic & Cultural Office in Ottawa  
45 O'Connor Street, Suite 1960  
Ottawa, Ontario K1P 1A4

October 9, 2020

Dear Ms. Hu:

This refers to the notice dated May 27, 2020, informing you that, pursuant to subsection 31(1) of the *Special Import Measures Act* (SIMA), an investigation had been initiated respecting the alleged injurious dumping of certain hot-rolled carbon steel heavy plate and high-strength low-alloy steel heavy plate originating in or exported from the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei), Germany, South Korea, Malaysia and Turkey.

The preliminary phase of the investigation is now complete. The evidence available to the Canada Border Services Agency (CBSA) indicates that the volume of goods imported into Canada from South Korea and Malaysia is negligible pursuant to paragraph 35(1)(a) of SIMA. As a result, on October 9, 2020, the CBSA caused the dumping investigation concerning heavy plate from South Korea and Malaysia to be terminated pursuant to paragraph 35(2)(a) of SIMA.

Evidence before the CBSA also indicates that heavy plate originating in or exported from Chinese Taipei, Germany and Turkey have been dumped. Therefore, on October 9, 2020, the CBSA made a preliminary determination of dumping respecting these goods pursuant to subsection 38(1) of SIMA.

A *Statement of Reasons*, which summarizes the information on which these decisions were based and which describes in general terms the future activities related to the investigation, will be issued within 15 days. The *Statement of Reasons* will be available at that time on the CBSA's website at [www.cbsa-asfc.gc.ca/sima](http://www.cbsa-asfc.gc.ca/sima). The investigation is continuing and the CBSA will make a final determination or terminate the investigation by January 7, 2021. You will be notified of this decision.

On July 27, 2020, the Canadian International Trade Tribunal (CITT) determined that the evidence disclosed a reasonable indication that the alleged dumping of heavy plate from the named sources has caused injury or is threatening to cause injury to the domestic industry. The CITT is now conducting an inquiry into the question of injury and is expected to issue its final decision by February 5, 2021.

.../2

Pursuant to section 8 of SIMA, provisional duties are payable on the dumped subject goods that are released from the CBSA during the period commencing October 9, 2020, and ending on the earlier of the day the investigation is terminated, the day on which the CITT makes an order or finding, or the day an undertaking is accepted. During this period, referred to as the provisional period, the importer of such goods shall pay, or cause to be paid, provisional duties or post security in the prescribed form.

The amount of provisional duty payable on imported goods will be based on the estimated margins of dumping. The various margins of dumping, listed by exporter, are indicated in the **Attachment** of this letter.

SIMA provides that, after a preliminary determination of dumping, exporters may give a written undertaking to revise selling prices to Canada so that the margin of dumping and the injury caused by the dumping are eliminated.

Acceptable undertakings must account for all or substantially all of the exports to Canada of the dumped and subsidized goods. In the event that an undertaking is accepted, the required payment of provisional duties on the goods would be suspended.

In view of the time needed for consideration of undertakings, written undertaking proposals should be made as early as possible and no later than 60 days after the preliminary determination. Further details regarding undertakings may be found in CBSA's memorandum D14-1-9 and is available on the CBSA's website at: [www.cbsa-asfc.gc.ca/publications/dm-md/d14/d14-1-9-eng.html](http://www.cbsa-asfc.gc.ca/publications/dm-md/d14/d14-1-9-eng.html).

If you wish to discuss or seek clarification on this matter, please contact Mr. Hugh Marcil, Manager, Anti-dumping and Countervailing Investigations Division, at 613-954-7265 or by e-mail at [Hugues.Marcil@cbsa-asfc.gc.ca](mailto:Hugues.Marcil@cbsa-asfc.gc.ca).

Yours truly,



Darryl Larson  
Director  
Anti-dumping and Countervailing Investigations Division  
Trade and Anti-dumping Programs Directorate

Attachment

**ATTACHMENT**

**ESTIMATED MARGINS OF DUMPING  
BY EXPORTER**

<b>Exporter</b>	<b>Estimated Margin of Dumping</b>	<b>Total Provisional Duties Payable (% of Export Price)</b>
<b>Chinese Taipei</b>		
China Steel Corporation	9.4%	9.4%
All Other Exporters – Chinese Taipei	97.0%	97.0%
<b>Germany</b>		
AG der Dillinger Hüttenwerke	4.8%	4.8%
All Other Exporters - Germany	63.8%	63.8%
<b>Turkey</b>		
Ereğli Demir ve Çelik Fabrikaları T.A.Ş.	2.9%	2.9%
All Other Exporters - Turkey	25.8%	25.8%



## Memorandum D14-1-9

Ottawa, July 17, 2017

### Information Pertaining to the Acceptance, Enforcement and Renewal of Undertakings in Dumping and Subsidy Investigations

#### In Brief

1. This memorandum is revised to reflect the amendments to the *Special Import Measures Act* that came into effect on June 22, 2017.
2. These amendments provide that an undertaking may now be accepted where the President of the Canada Border Services Agency has found an insignificant margin of dumping or an insignificant amount of subsidy for the preliminary determination.

This memorandum explains the administration and enforcement procedures in relation to undertakings under the *Special Import Measures Act* (SIMA).

#### Guidelines and General Information

##### Definition of an Undertaking in a Dumping Investigation

1. An undertaking is an offer made voluntarily by an exporter to the President of the Canada Border Services Agency (President) to increase the selling price of goods so that the margin of dumping or the injury to Canadian industry is eliminated. An undertaking takes the form of a written commitment to adhere to specific conditions in exporting goods subject to an investigation. Attached to this memorandum is an **example** of the information included in an undertaking in a dumping investigation. Although undertakings are tailored to the specific circumstances of each investigation, this example covers the essential features that must be addressed.

##### Definition of an Undertaking in a Subsidy Investigation

2. In a subsidy investigation, an undertaking is a voluntary offer by a foreign government to:
  - (a) eliminate the subsidy;
  - (b) limit the amount of subsidy on the goods exported;
  - (c) limit the quantity of goods shipped to Canada that are subsidized; or
  - (d) otherwise eliminate the injurious effects of the subsidizing.
3. In a subsidy investigation, an undertaking can also be an offer made voluntarily by an exporter, with the written consent of the government of the country of export, to increase the selling price of the goods to the importer so that the injurious effect of the subsidy is eliminated.

### **Effect of the Acceptance of an Undertaking**

4. The collection of provisional duty, anti-dumping duty or countervailing duty is suspended and, except for the situation described in paragraph 17, the dumping or subsidy investigation is suspended.

### **Consultations and Time Limit for Offering an Undertaking**

5. Before accepting an undertaking aimed at the elimination of injury, the Canada Border Services Agency (CBSA) normally consults with complainants to seek their views on the levels of pricing necessary to eliminate the injury caused by the dumping or subsidizing. These consultations are general in nature because of the need to protect confidential information submitted by the exporter or foreign government. Such discussions may not be needed before accepting an undertaking that proposes to eliminate the estimated margin of dumping or the amount of subsidy.
6. An undertaking can only be accepted by the President after a preliminary determination of dumping or subsidizing. The President will not accept an undertaking after the issuance of a final determination of dumping or subsidizing.
7. Undertakings should be offered as early in the process as possible, and no later than 60 days after the preliminary determination of dumping or subsidizing, to allow sufficient time for a complete analysis. The exporter or the foreign government may revise undertaking offers after consultations with the CBSA.
8. Any party who wishes to be notified when the CBSA receives an undertaking offer must inform the CBSA that he/she wishes to be notified. The CBSA will notify those parties and post notice on the CBSA website that an undertaking offer has been received. Interested parties have nine days from the day the CBSA receives the undertaking offer to provide comments on its acceptability. The President is required to consider these representations before deciding whether to accept the undertaking.

### **Requirements**

9. Section 49 of SIMA contains the requirements for the acceptance of undertakings by the President.
10. In a dumping investigation, written undertaking offers must be made individually by exporters involved in the investigation. The undertaking option may, however, be discussed with a representative from an association or a group of exporters. In a subsidy investigation, written undertaking offers must be made by the government of the country of export or by the individual exporters with the consent of the government of the country of export.
11. Undertaking offers by exporters in a dumping investigation, or by governments or exporters in a subsidy investigation, must account for "all or substantially all" of the dumped or subsidized imports under investigation. The term "all or substantially all" is normally interpreted to mean 85 percent or more of the volume of dumped or subsidized imports under investigation. However, representation of 85 percent of the volume of dumped or subsidized goods does not necessarily mean that the undertaking will be accepted. For example, if an exporter not included in the 85 percent has the



potential to ship large quantities of dumped goods to Canada, it may be concluded that the undertaking does not cover a sufficient percentage of the trade.

12. In cases involving exports from more than one country, undertakings can be accepted from exporters in a dumping investigation, or governments or exporters in a subsidy investigation, representing "all or substantially all" of the imports from these countries collectively. Therefore, it is not always necessary to obtain undertakings from exporters or governments in each country covered by the investigation. However, undertakings cannot be accepted and the investigation suspended for some exporters or some countries while the investigation continues for others. When the criteria to accept undertakings have been met, the investigation is suspended for all exporters and countries.
13. Price increases proposed in an undertaking must not be higher than necessary to eliminate the estimated margin of dumping in a dumping investigation or the estimated amount of subsidy in a subsidy investigation.
14. Undertakings must be practicable to administer. To facilitate the administration of an undertaking, exporters in a dumping investigation, and foreign governments or exporters in a subsidy investigation, are required to provide information on their domestic markets and export sales to Canada and allow for verification of that information on a regular basis.

### **Amendments of an Undertaking**

15. Once an undertaking is accepted, it can be amended at any time in accordance with its terms. Amendments are usually made to update the selling prices in the undertaking to reflect changes in market conditions. An undertaking can also be amended to cover exports of products included in the product definition of the goods under investigation but not already specified in the undertaking.

### **Confidentiality of an Undertaking**

16. SIMA contains provisions for the treatment and disclosure of confidential information and non-confidential information. An undertaking offer submitted to the CBSA for purposes of a proceeding under SIMA is subject to the confidentiality provisions of the Act and, therefore, must be accompanied by a non-confidential edited version or a non-confidential summary of the offer.

### **Request to Complete the Investigation and the Inquiry**

17. When presenting an undertaking offer, an exporter in a dumping investigation, or a foreign government in a subsidy investigation, can request that the investigation by the CBSA and the inquiry by the Canadian International Trade Tribunal (Tribunal) be completed to make a final determination about whether there is dumping or subsidizing and consequent injury.
18. The request to complete the investigation must be presented to the CBSA simultaneously with the undertaking offer. At the same time, a request to complete the injury inquiry must also be made to the Tribunal.
19. If the Tribunal issues an injury finding, the undertaking remains in effect and, as long as the undertaking is complied with, no anti-dumping or countervailing duties are collected. As mentioned in [paragraph 23](#), a finding of no injury by the Tribunal terminates the undertaking as well as the investigation.

## Termination of an Undertaking

20. The President must terminate an undertaking if, within 30 days of the date of the notice of acceptance of the undertaking, but before a finding by the Tribunal, the President receives a written request to terminate the undertaking from:
- (a) an importer or an exporter of the goods or a complainant in a dumping investigation; or
  - (b) an importer or an exporter of the goods or a government of the country of export or a complainant in a subsidy investigation.
21. The President can also terminate an undertaking because the terms of the undertaking have been violated or because of new information or changed circumstances.
22. If the investigation continues while an undertaking is in place, as explained in paragraph 17, the undertaking would be terminated if the President ends the investigation in the following situations:
- In a dumping investigation, for situations where the investigation terminates against an exporter that has an insignificant margin of dumping, the President will terminate the undertaking made by that exporter. The President will then decide whether any remaining undertakings are still reasonable and can continue for the remaining exporters.
  - In a subsidy investigation, for situations where the investigation terminates against an exporter that has an insignificant amount of subsidy, the President will terminate the undertaking made by that exporter, if applicable. The President will then decide whether the undertaking provided by the government of the country of export or for the remaining exporter(s) who entered into an undertaking with consent of the government of the country of export is still reasonable and can continue.
23. If the investigation continues while an undertaking is in place and the Tribunal subsequently issues a finding of no injury, the President will terminate the undertaking.
24. Except where there is an injury finding in effect, an undertaking can be terminated at any time, if the President is satisfied that the dumping, subsidizing or injury would no longer exist if the undertaking were terminated.

## Resumption of the Investigation

25. If an undertaking is terminated for reasons mentioned in paragraphs 20 and 21, the President will resume the investigation from the point of suspension.

## Additional Undertakings

26. Except where there is an injury finding in effect, the President can accept an undertaking from an exporter or a government in a subsidy case, which has not previously offered an undertaking, provided that the conditions for acceptance of an undertaking have been satisfied. These conditions are specified in paragraphs 9 to 14.

## **Review and Renewal of an Undertaking**

27. Except where the Tribunal has made an injury finding, SIMA requires an undertaking to be reviewed by the President at least every five years to determine if it still serves the purpose for which it was intended. If so, it is renewed and the investigation continues to be suspended. If, on the other hand, the President determines that the undertaking is no longer required, it expires immediately. However, if the Tribunal has issued an injury finding, the President cannot review the need for continuing the undertaking or allow it to expire. In this situation, the undertaking remains in place until the Tribunal rescinds its injury finding. If the Tribunal does not review its finding within five years, the finding automatically expires and all proceedings with respect to the investigation, including undertakings, are terminated. The President may, if necessary, terminate the undertaking at any time for the reasons contained in paragraph 21. In such a situation, anti-dumping or countervailing duties are levied on all dumped or subsidized imports. See paragraphs 32 and 33 for details about liability for the payment of such duty.
28. An application for a review by the Federal Court of Appeal or a review by a panel under the North American Free Trade Agreement (NAFTA) of a decision by the President to renew or not to renew an undertaking may be made under SIMA.

## **Suspension of Collection of Provisional, Anti-dumping and Countervailing Duties**

29. Section 50 of SIMA states that once an undertaking is accepted, the investigation is suspended unless a request to complete the investigation is received, as explained in paragraph 17. Whether or not a request to continue the investigation is received, no provisional duty, anti-dumping duty or countervailing duty is collected as long as the undertaking is in force and is complied with. This situation continues unless the undertaking is terminated because of a violation, new information, changed circumstances or because a request to terminate has been received by a designated party, as described in paragraph 20.

## **Posting of Bonds Before the Undertaking**

30. A bond received at the regional CBSA office after the preliminary determination, but before the acceptance of an undertaking, may be retained indefinitely, in cases where the investigation is suspended following the acceptance of an undertaking. Indeed, when no request to complete the investigation is subsequently received, the bond covering the goods imported from the date of the preliminary determination to the date of acceptance of the undertaking may be held until all proceedings in the investigation are terminated. To avoid paying fees to maintain the bond, however, importers can make a cash payment to the regional CBSA office for the provisional duty and have the bond returned.
31. Further information with respect to refunds of provisional duty and bonds may be found in Memorandum D14-1-7, *Assessment and Payment of Duties Under the Special Import Measures Act*.

## **Liability for Payment of Anti-dumping and Countervailing Duty for Goods Released Before an Injury Finding by the Canadian International Trade Tribunal**

32. In accordance with section 4 of SIMA, liability for the payment of anti-dumping or countervailing duty, with respect to any goods that are subject to an undertaking that has been terminated for a

reason other than a violation, and released before the finding by the Tribunal, begins on the day on which the preliminary determination was made and ends on the day that the undertaking was accepted. The liability also re-starts on the day on which the notice of termination of the undertaking was given and ends on the day of the finding by the Tribunal.

33. In accordance with section 4 of SIMA, liability for the payment of anti-dumping or countervailing duty, with respect to any goods that are subject to an undertaking that has been terminated because of a violation and released before the finding by the Tribunal, begins on the day on which the preliminary determination was made and ends on the day that the undertaking was accepted. The liability for payment also re-starts on the day on which the undertaking was violated or the 90th day before the day on which notice of the termination of the undertaking was given, whichever date is later, and ends on the day of the finding by the Tribunal.

### **Liability for Payment of Anti-dumping and Countervailing Duty for Goods Released After an Injury Finding by the Canadian International Trade Tribunal**

34. In accordance with sections 3 and 4 of SIMA, when goods are subject to both an undertaking and a finding of injury by the Tribunal and are released after that finding, liability for the payment of anti-dumping or countervailing duty with respect to the subject goods begins when the undertaking is violated or when the President terminates the undertaking because of new information or new circumstances.

## Appendix A - Example format of an undertaking in a dumping investigation

Undertaking offered by (name of company, country of origin/export) to the President of the Canada Border Services Agency.

1. (Name and location of company), hereinafter also referred to as "the Company," offers to the President of the Canada Border Services Agency, hereinafter also referred to as "the President," the undertaking described below and in appendices (make reference to the specific appendices attached, for example: B, C, and D) which are attached to and form an integral part of this undertaking concerning (brief description of subject goods), as defined in paragraph 2, which are the subject of a dumping investigation initiated by the President on (date of initiation) and for which the President issued a preliminary determination of (dumping/subsidizing) on (date of the preliminary determination).
2. This undertaking pertains only to those goods named by the President in the above-noted preliminary determination. Such goods are defined as:  
  
(Product description as defined in the preliminary determination) and are referred to in this undertaking as "the subject goods."
3. The Company agrees not to sell the subject goods for export to Canada at prices lower than (state terms of undertaking, for example, specify whether prices are FOB (freight on board), CIF (cost, insurance and freight), and indicate location) prices stipulated in the grid in Appendix B.
4. The Company agrees not to circumvent this undertaking by any means, including the sale or shipment of the subject goods to Canada through a subsidiary, branch, agent or other company, or by the shipment of the subject goods to Canada from a country other than (country of origin/export).
5. The Company agrees to provide to the Canada Border Services Agency, hereinafter also referred to in this undertaking as "the CBSA," copies of documents described in Appendix C.
6. The Company agrees to provide on the Canadian customs invoice and/or the commercial invoice submitted to meet the CBSA invoicing requirements, the information described in Appendix D.
7. The Company agrees that before the execution of any sale for export to Canada of new products, models or sizes, which fall within the definition of the subject goods in paragraph 2, but are not referred to specifically in Appendix B, to notify the CBSA of such sale, to provide any information that may be requested by the CBSA at that time to determine an appropriate undertaking price, and to amend Appendix B of this undertaking to include such new products, models or sizes.
8. The Company agrees to provide such additional information, which may be required by the CBSA to demonstrate adherence to this undertaking, and to permit, upon request, verification by CBSA officials of any such information provided.
9. The Company agrees to inform the CBSA of any changes in circumstances from those that existed at the time that this undertaking was accepted. This would include changes in domestic prices, unit costs and expenses (including freight and warehousing) or terms of delivery to Canada. The

Company agrees, at the discretion of the CBSA, to amend this undertaking, including appendices, in whole or in part, to take into account any such changes in circumstances.

10. The Company agrees that this undertaking shall take effect (on the date of its acceptance by the CBSA) and shall apply to all subject goods released by the CBSA on or after this date.
11. The Company acknowledges the authority of the President to terminate this undertaking at any time after its acceptance where the President:
  - (a) is satisfied that the undertaking has been or is being violated;
  - (b) is of the opinion that, as a result of new information not available at the time of the acceptance of the undertaking, the undertaking would have not been accepted; or
  - (c) is of the opinion that, as a result of changed circumstances, the undertaking no longer fulfills its objectives.
12. The Company shall give the President written notice of its intention to withdraw from this undertaking at least 30 days before the date of such withdrawal.
13. This undertaking shall be binding upon all successors and assignees of the Company.

In witness whereof the Company has hereto affixed its corporate seal, attested by its duly authorized officer(s) on this ( ) day of ( ), 20( ).

- Name of company
- Seal
- Signature of witness
- Name and title of witness
- Signature of authorized officer(s)
- (Name(s) and title(s) of authorized officer(s)

14. This undertaking document and the attached Appendices B, C, and D are stamped "confidential" as they contain sensitive commercial information relating to our business operations.

## Appendix B

1. This Appendix is attached to and forms an integral part of the undertaking submitted by (name and location of company) to the President of the Canada Border Services Agency, on (date of submission).
2. In accordance with paragraph 3 of the undertaking, the Company agrees not to sell the subject goods to importers in Canada at prices lower than the prices stipulated in the following grid and as amended from time to time:

### Undertaking price grid

Product (class/model/number/size) Product Description Undertaking Price

3. All prices are quoted in (state the currency of settlement and the unit of measure if appropriate), (state terms of sale, for example, specify whether prices are FOB, CIF, and indicate location). The selling prices in the undertaking price grid shall apply to shipments of the subject goods that are imported into Canada (on or after the date of acceptance of this undertaking by the President or such other date as may be appropriate).

In witness whereof the Company has hereto affixed its corporate seal, attested by its duly authorized officer(s) on this ( ) day of ( ), 20( ).

- Name of company
- Seal
- Signature of witness
- Name and title of witness
- Signature of authorized officer(s)
- Name(s) and title(s) of authorized officer(s)

## Appendix C

1. This Appendix is attached to and forms an integral part of the undertaking submitted by (name and location of company) to the President of the Canada Border Services Agency, on (date of submission).
2. In accordance with paragraph 5 of the undertaking, the Company agrees to provide the CBSA with the following documents:

(a) Each time there is a price change in the Company's domestic market, a copy of the notification letter, if any, sent to customers along with the revised price lists. These documents will be faxed or sent via e-mail immediately to the attention of the Director of (Division), Trade and Anti-dumping Programs Directorate, accompanied by a covering letter referring to this undertaking. The original documents will be forwarded to the CBSA by express delivery, to the address in paragraph (c) below;

(b) An amended Appendix B will also be faxed or sent via e-mail at the same time as the transmittal is being made, in accordance with paragraph (a) above. The amendment will reflect the revised undertaking prices calculated by (details regarding methodology used in amending Appendix B including an explicit restatement of the terms of sale, currency of settlement and unit of measure, where required), to the current prices in effect as stipulated in the undertaking price grid contained in Appendix B. The original document will be forwarded to the CBSA by express delivery, in conjunction with the documents noted in paragraph (a) above; and

(c) (State other documents which will be provided and when they will be provided.) These documents will be forwarded under a covering letter referring to this undertaking to:

Director of (Division)  
 SIMA Registry and Disclosure Unit  
 Trade and Anti-dumping Programs Directorate  
 Canada Border Services Agency  
 100 Metcalfe Street, 11th Floor  
 Ottawa, ON K1A 0L8

In witness whereof the Company has hereto affixed its corporate seal, attested by its duly authorized officer(s) on this ( ) day of ( ), 20( ).

- Name of company
- Seal
- Signature of witness
- Name and title of witness
- Signature of authorized officer(s)
- Name(s) and title(s) of authorized officer(s)



## Appendix D

1. This Appendix is attached to and forms an integral part of the undertaking submitted by (name and location of company) to the President of the Canada Border Services Agency, on (date of submission).
2. In accordance with paragraph 6 of the undertaking, the Company agrees to provide on the Canadian customs invoice and/or the commercial invoice, submitted to meet Canadian customs invoicing requirements with respect to each shipment of the subject goods, the following information:
  - (a) Customer's order number and date of order;
  - (b) Product (class/model/number/size, etc.);
  - (c) Product description in sufficient detail to match the applicable description of the subject goods found in the undertaking price grid in Appendix B;
  - (d) Terms and conditions of sale;
  - (e) Quantity of (product) in (unit of measurement) for each (class/model/number/size, etc.); and
  - (f) Unit price of the (product) in (currency of settlement) for each (class/model/number/size, etc.).
3. In addition, the Company agrees to certify on each document: "These prices are in accordance with (name of company)'s current undertaking accepted by the President of the Canada Border Services Agency, on (date of acceptance by the President)."

In witness whereof the Company has hereto affixed its corporate seal, attested by its duly authorized officer(s) on this ( ) day of ( ), 20( ).

- Name of company
- Seal
- Signature of witness
- Name and title of witness
- Signature of authorized officer(s)
- Name(s) and title(s) of authorized officer(s)

<b>References</b>	
<b>Issuing Office</b>	Trade and Anti-dumping Programs Directorate
<b>Headquarters File</b>	4205-13
<b>Legislative References</b>	<i>Special Import Measures Act</i> , sections 3, 4, 49, 50 and 52
<b>Other References</b>	<u>D14-1-7</u>
<b>Superseded Memorandum D</b>	D14-1-9 dated January 23, 2017