



DEPARTMENT OF COMMERCE

International Trade Administration

[A-357-818]

Lemon Juice from Argentina: Amendment to the Agreement Suspending the Antidumping Duty Investigation

AGENCY: Enforcement and Compliance, International Trade Administration, Department of Commerce.

SUMMARY: The U.S. Department of Commerce (Commerce) and a representative of the signatory lemon juice producers/exporters accounting for substantially all imports of lemon juice from Argentina have signed an amendment to the Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina (2016 Agreement) (collectively, amended 2016 Agreement). The amendment to the 2016 Agreement revises the reference prices and provides for enhanced monitoring and enforcement mechanisms.

DATES: Applicable January 17, 2025.

FOR FURTHER INFORMATION CONTACT: Sally C. Gannon or Jill Buckles at (202) 482-0162 or (202) 482-6230, respectively; Bilateral Agreements Unit, Office of Policy, Enforcement and Compliance, International Trade Administration, U.S. Department of Commerce, 1401 Constitution Avenue, NW, Washington, DC 20230.

SUPPLEMENTARY INFORMATION:

Background

On September 10, 2007, Commerce entered into an agreement to suspend the antidumping duty investigation on lemon juice from Argentina.¹ On October 20, 2016,

¹ See Suspension of Antidumping Duty Investigation: Lemon Juice From Argentina, 72 FR 53991 (September 21, 2007) (2007 Agreement).

Commerce and producers/exporters accounting for substantially all imports of lemon juice from Argentina signed the 2016 Agreement.²

On May 22, 2024, Commerce formally opened consultations with the signatory producers/exporters with respect to possible revisions to the 2016 Agreement.³ On December 20, 2024, Commerce released a draft initialed agreement and invited comments from interested parties.⁴ On January 2, 2025, Commerce released its draft statutory assessment memorandum pursuant to the draft amendment and invited interested party comments.⁵ We received comments on the draft amendment from the following parties: Ventura Coastal, LLC (petitioner); Latin Lemon S.A. and Cooperativa de Productores Citricolas de Tafi Viejo (collectively, Latin Lemon and COTA); the Government of Argentina (GOA); and S.A. San Miguel A.G.I.C.I. y F, La Moraleja S.A., Citromax S.A.C.I., Vicente Trapani S.A., Citrusvil S.A., Pablo Padilla, Ledesma S.A.A.I., Ramón Tuma S.A., Argenti Lemon S.A., FGF Trapani S.A., Acheral, Litoral Citrus, Veracruz, Los Pempa Agroganadera S.A., and Inducítrica S.A (collectively, Argentine Exporters). In addition, Commerce received comments on the draft statutory assessment memorandum from the GOA.

Amendment to the 2016 Agreement

On January 17, 2025, after consideration of the interested party and other comments received, Commerce and a representative of the signatory producers/exporters accounting for substantially all imports of lemon juice from Argentina signed a finalized amendment to the 2016 Agreement.⁶ In accordance with section 734(c) of the Act, we have determined that extraordinary circumstances, as defined by section 734(c)(2)(A) of the Act, exist with respect to

² See *Lemon Juice from Argentina: Continuation of Suspension of Antidumping Investigation*, 81 FR 74395 (October 26, 2016).

³ See Commerce's Letter, "Consultations on Potential Amendment to the 2016 Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina," dated May 22, 2024.

⁴ See Commerce's Letter, "Draft Amendment to the Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina," dated December 20, 2024.

⁵ See Commerce's Letter, "Draft Amendment to the Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina: Draft Assessment of Statutory Requirements Memorandum," dated January 2, 2025.

⁶ See Memorandum, "Amendment to the Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina," dated January 17, 2025.

the amended 2016 Agreement. We have also determined that the amended 2016 Agreement will eliminate completely the injurious effect of exports to the United States of the subject merchandise and prevent the suppression or undercutting of price levels of domestic lemon juice by imports of that merchandise from Argentina, as required by section 734(c)(1) of the Act. We have also determined that the amended 2016 Agreement is in the public interest and can be monitored effectively, as required under section 734(d) of the Act. For these reasons, we find that the amended 2016 Agreement meets the criteria of section 734(c) and (d) of the Act. The text of the amendment to the 2016 Agreement follows in the Annex of this notice.

Scope of the Amended 2016 Agreement

The product covered by this amended 2016 Agreement is lemon juice for further manufacture, with or without addition of preservatives, sugar, or other sweeteners, regardless of the GPL (grams per liter of citric acid) level of concentration, brix level, brix/acid ratio, pulp content, clarity, grade, horticulture method (*e.g.*, organic or not), processed form (*e.g.*, frozen or not-from-concentrate), FDA standard of identity, the size of the container in which packed, or the method of packing.

Excluded from the scope are: (1) Lemon juice at any level of concentration packed in retail-sized containers ready for sale to consumers, typically at a level of concentration of 48 GPL; and (2) beverage products such as lemonade that typically contain 20% or less lemon juice as an ingredient.

Lemon juice is classifiable under subheadings 2009.39.6020, 2009.31.6020, 2009.31.4000, 2009.31.6040, and 2009.39.6040 of the Harmonized Tariff Schedule of the United States (HTSUS). While HTSUS subheadings are provided for convenience and customs purposes, our written description of the scope of this 2016 Agreement is dispositive.

Administrative Protective Order Access

The administrative protective order (APO) Commerce granted in the suspension agreement segment of this proceeding remains in place and effective for the amended 2016

Agreement. All new interested parties requesting access to business proprietary information submitted during the administration of the amended 2016 Agreement, under the APO currently in effect, must submit an APO application in accordance with Commerce's regulations currently in effect.⁷

We are issuing and publishing this notice in accordance with section 734(f)(1)(A) of the Act and 19 CFR 351.208(g)(2).

Dated: January 17, 2025.

Abdelali Elouaradia,
*Deputy Assistant Secretary
for Enforcement and Compliance.*

⁷ See section 777(c)(1) of the Act; *see also* 19 CFR 351.103, 351.304, 351.305, and 351.306.

Annex: Amendment to the Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina

The Agreement Suspending the Antidumping Duty Investigation on Lemon Juice from Argentina signed on October 20, 2016 (2016 Agreement) is amended as set forth below (2025 Amendment) (collectively, Agreement).

If a provision of the 2016 Agreement conflicts with a provision of this 2025 Amendment, the provision of the 2025 Amendment shall supersede the provision of the 2016 Agreement to the extent of the conflict. All other provisions of the 2016 Agreement and their applicability continue with full force.

The United States Department of Commerce (the Department) and the signatory producers and exporters of Lemon Juice from Argentina (individually, Signatory; collectively, Signatories) hereby agree as follows:

Section II – Definitions – is amended as follows:

Section II.D is replaced with the following (*changes in italics*):

“Effective Date of the 2016 Agreement” means the date on which the Department and the signatory producers and exporters signed the 2016 Agreement. *Additionally, the “Effective Date of the 2025 Amendment” means the date on which the Department and the Signatories sign the 2025 Amendment.*

New Section II.K is added as follows:

“Adjustment Mechanism” is the means by which the Reference Prices may change as described in Appendix I.

Section VI – Price Undertaking – is amended as follows:

The first paragraph is replaced with the following (*changes in italics*):

Each Signatory individually agrees that, to prevent price suppression or undercutting, it will not sell for export to the United States, on or after the Effective Date of the 2025 Amendment, Lemon Juice at prices that are less than the Reference Prices established in Appendix *HI* (as amended by the 2025 Amendment), *except for shipments pursuant to Section VII.C.4 which must be sold at prices that are at or above the Reference Prices established in Appendix I of the 2016 Agreement for sales from signatory producers/exporters to the 2016 Agreement.*

Section VII – Monitoring of the Agreement – is amended as follows:

Section VII.C – Shipping and Other Arrangements – is amended as follows by replacing Paragraphs 1 through 3 with the following (*changes in italics*) and adding new Paragraphs 4 and 5 as follows:

1. All ~~Reference~~ *p*Prices will be expressed in U.S. \$/Gallon in accordance with Appendix I of this Agreement. All ~~Reference~~ *p*Prices are F.O.B. Buenos Aires, Argentina. *The Reference Prices may be adjusted by means of the Adjustment Mechanism described in Appendix I.*

2. Signatories agree not to take any action that would circumvent or otherwise evade, or defeat the purpose of, this Agreement. Signatories agree to undertake any measures that will help to prevent circumvention, *including entering into consultations with the Department, as requested, under Section VII.E.1 of the Agreement.*

3. Not later than thirty days after the end of each quarter, each Signatory will submit a written statement to the Department certifying that all sales during the most recently completed quarter were at net prices (after rebates, back billing, discounts for quality and other claims) at or above the Reference Prices in effect and were not part of, or related to, any act or practice which would have the effect of hiding the real price of the Lemon Juice being sold. Further, each Signatory will certify in this same statement that all sales made during the relevant quarter were not part of or related to any bundling arrangement, discounts/free goods/financing package, end-of-year rebates, swap, or other exchange where such arrangement is designed to circumvent the basis of the Agreement. Each Signatory will also include the quantity and value of sales, by product type, and, separately, of shipments, by product type, during the most recently completed quarter. *Each Signatory will additionally submit a written statement to the Department certifying that neither it nor its affiliates has undertaken any exports of Lemon Juice to the United States made indirectly through third countries that are not in compliance with or are otherwise circumventing the Agreement.* Each Signatory that did not export Lemon Juice to the United States during any given quarter will submit a written statement to the Department certifying that it made no sales to the United States during the most recently completed quarter. Each Signatory agrees to permit full verification of ~~its~~ *these quarterly* certifications as the Department deems necessary. Failure to provide ~~the relevant~~ quarterly certifications may be considered a Violation of the Agreement.

4. For the period from the Effective Date of the 2025 Amendment through 30 days from Effective Date of the 2025 Amendment, Signatories may proceed with shipments of Lemon Juice to their first unaffiliated U.S. customers made pursuant to any and all sales agreements entered into prior to the Effective Date of the 2025 Amendment. All such shipments must have physically entered into the United States no later than 30 days from the Effective Date of the 2025 Amendment and, for signatory producers/exporters to the 2016 Agreement, must be in compliance with the terms, including the Reference Prices in Appendix I and subsequent updates, of the 2016 Agreement.

Any Signatory making shipments during the above-referenced period (*i.e.*, 30 days from the Effective Date of the 2025 Amendment) of subject merchandise pursuant to sales agreements entered into prior to the Effective Date of the 2025 Amendment must provide a one-time report to the Department, within 60 days of the Effective Date of the 2025 Amendment, which contains a listing of: the contract or purchase order dates; the delivery quantities; the dates of export, entry, and delivery; and the prices at which the subject merchandise was sold. This information will be subject to verification in accordance with Section VII.B.4 of the Agreement.

At any time, should the Department determine that the sales agreement date was not the appropriate date of sale for a Signatory making such shipments, or that such shipments for signatory producers/exporters to the 2016 Agreement did not otherwise comply with the terms of the 2016 Agreement, the Department may consider such deliveries to be a Violation of the Agreement.

5. The parties to this Agreement acknowledge that, in accordance with Argentine regulations, Argentine lemon juice producers and exporters exporting to the United States

will become Signatories to the Agreement. Signatories will fully comply with all Argentine regulations and requirements related to the Government of Argentina’s export authorization system covering Signatory shipments of Lemon Juice from Argentina to the United States. The Signatories acknowledge that compliance with the Argentine export authorization system supports the operation of the Agreement. Furthermore, pursuant to any data exchange program between U.S. and Government of Argentina agencies, the Department will review, as appropriate, monthly reports of such authorizations to determine whether there have been imports that are inconsistent with the provisions of the Agreement.

Section VII.E – Consultations – is amended as follows:

Section VII.E.1 – Compliance Consultations – New Sub-paragraph 1.e is added as follows:

1.e If through compliance consultations under Section VII.E.1 the Department determines that a Signatory has committed acts of non-compliance not found to meet the definition of a Violation under the terms of the Agreement, the Department may temporarily suspend the Signatory’s status as a signatory. The Department’s actions with regard to non-compliance found to meet the definition of a Violation will be governed by Section VIII (“Violations”) of the Agreement.

Section VII.E.2 – Operations Consultations – Paragraphs 2.a and b are replaced with the following (*changes in italics*):

a. The Department will consult with the Signatories regarding the operation of this Agreement. ~~A party to the Agreement~~ The Department or the Signatories, collectively, may request such consultations, as necessary, except for consultations to revise the Reference Prices which must be requested in accordance with the Adjustment Mechanism described in Appendix I.

b. Notwithstanding the previous paragraph, the parties may agree to revise the Reference Prices subject to consultations.

Appendix I is replaced with the following:

Consistent with the requirements of section 734(c) of the Act, to eliminate completely the injurious effect of exports to the United States and to prevent the suppression or undercutting of price levels of domestic lemon juice, the Reference Prices are as follows:

Reference Price U.S. dollars per gallon (FOB Buenos Aires, Argentina)						
Lemon Juice Processed Form	Clarity	400 GPL	Up to 75 GPL	200 GPL	280 GPL	300 GPL
		<i>Conversion Factors</i>	<i>75/400</i>	<i>200/400</i>	<i>280/400</i>	<i>300/400</i>
Frozen, concentrated	Clear (Less than 0.5% pulp)	\$11.16		\$5.58	\$7.82	\$8.37
Frozen, concentrated	Cloudy (0.5% pulp or greater)	\$10.50		\$5.25	\$7.35	\$7.88

Not-from-concentrate	Cloudy (0.5% pulp or greater)		\$1.97			
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Lemon Juice Processed Form	Clarity	325 GPL	330 GPL	340 GPL	350 GPL	370 GPL
		<i>325/400</i>	<i>330/400</i>	<i>340/400</i>	<i>350/400</i>	<i>370/400</i>
Frozen, concentrated	Clear (Less than 0.5% pulp)		\$9.21	\$9.49	\$9.77	\$10.33
Frozen, concentrated	Cloudy (0.5% pulp or greater)	\$8.53	\$8.66	\$8.93	\$9.19	\$9.71

Lemon Juice Processed Form	Clarity	380 GPL	430 GPL	500 GPL	550 GPL	600 GPL
		<i>380/400</i>	<i>430/400</i>	<i>500/400</i>	<i>550/400</i>	<i>600/400</i>
Frozen, concentrated	Clear (Less than 0.5% pulp)	\$10.61	\$12.00	\$13.96	\$15.35	\$16.75
Frozen, concentrated	Cloudy (0.5% pulp or greater)	\$9.98	\$11.29	\$13.13	\$14.44	\$15.75

The Reference Prices specified above are for all sales of Lemon Juice at the specified GPL, regardless of horticultural method (*i.e.*, whether organic or not).

The Reference Prices include all expenses incurred prior to shipment from the port of export in Argentina. In accordance with the terms of sale, the final sales price to the first unaffiliated U.S. customer for all Lemon Juice from Argentina exported directly, or indirectly through a third country, to the United States shall include all relevant movement and handling expenses beyond the port of export in Argentina (*e.g.*, Buenos Aires, Argentina) and in excess of the Reference Prices, *i.e.*, the F.O.B. Buenos Aires, Argentina, price.

Reference Price Requests

Additional conversion factors and product types may be added to the Agreement. Signatories may request that the Department add a new conversion factor or product type by filing a written public request on the official record of the Agreement. Within ten days of the filing of the request, interested parties may comment on the requested additional conversion factor or product types, including the appropriate reference price that should apply to a new product type. The Department will consider such requests for new conversion factors or product types and issue a determination in a timely manner. Additional conversion factors or product types would apply to sales by all Signatories going forward.

Adjustment Mechanism

The Reference Prices shall remain in effect through December 31, 2025.

Before January 15, 2026, and on or before January 15 of any subsequent year, the parties to the proceeding may request that the Department adjust the Reference Prices. The Department will normally issue any final revised Reference Prices within 30 days of

receiving the written request. However, if needed, and with good cause, the Department may extend the deadline.

For purposes of the Adjustment Mechanism, the following definitions apply:

- A. “Base Reference Prices” means the minimum prices for clear and cloudy frozen, concentrated Lemon Juice at 400 GPL.
- B. “Weighted-Average Import Price” means the total value of U.S. imports of lemon juice divided by the total volume of U.S. imports of lemon juice from Argentina and, unless good cause is demonstrated, from all countries not subject to antidumping duty orders or investigations. The source of the import value and volume will be publicly available import statistics from the United States Census Bureau (Census), using the HTSUS subheading(s) applicable to clear and cloudy frozen concentrated Lemon Juice at 400GPL.

The Reference Prices may be adjusted via the following mechanism:

1. On or before January 15, a party to the proceeding may submit a written request for an adjustment to the Base Reference Prices.
2. The written request must demonstrate that the Weighted-Average Import Price has changed significantly during a period of no less than 4 months prior to the request. For the purposes of the Adjustment Mechanism, “significantly” means a change of at least 10 percentage points (higher or lower) than the starting point of the data series used for the demonstration. The data series must include at least 4 months, and must include the month for which the most recent data is available from Census.
3. If, after review of the request and consultations with the parties, the Department concludes that the Weighted-Average Import Price has changed significantly, then the Department will adjust the Base Reference Prices. Any such adjustment shall be based on a percentage change to the Base Reference Prices that is equal to half of the measured change in the Weighted-Average Import Price. For example, if the Base Reference Price is \$10.50/gallon for 400 GPL cloudy Lemon Juice and
 - a. the Weighted-Average Import Price has fallen by 10 percent, then the Base Reference Price would be adjusted to \$9.98/gallon (*i.e.*, $\$10.50 - (10\% * 50\% * \$10.50)$).
 - b. the Weighted-Average Import Price has increased by 10 percent, then the Base Reference Price would be adjusted to \$11.03/gallon (*i.e.*, $\$10.50 + (10\% * 50\% * \$10.50)$).
4. In addition to the Base Reference Prices, the Department will adjust all Reference Prices for the conversion factors in effect in the Reference Price chart, as updated, in Appendix I of the Agreement according to the Department’s established methodology.

If any extenuating circumstances occur in the U.S. market for lemon juice, the Department may, at its discretion, request consultations on revisions to the Reference Prices at any time.

For the U.S. Department of Commerce:

Abdelali Elouaradia
Deputy Assistant Secretary
for Enforcement and Compliance

For the Argentine Producers and Exporters:

The following party hereby certifies that the following producers/exporters of Lemon Juice from Argentina, which have authorized the undersigned to sign this Agreement on their behalf, agree to abide by all terms of the Agreement:

Gregory J. Spak
On behalf of: S.A. San Miguel A.G.I.C.I. y F; La Moraleja S.A.; Citromax S.A.C.I.; Vicente Trapani S.A.; Citrusvil S.A.; Pablo Padilla; Ledesma S.A.A.I.; Ramón Tuma S.A.; Argenti Lemon S.A.; FGF Trapani S.A.; Acherel S.A.; Litoral Citrus S.A.; SA Veracruz; Los Pempa Agroganadera S.A.; and Inducítrica S.A.
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