

**No. 53001\***

**Canada  
and  
United States of America**

**Softwood Lumber Agreement between the Government of Canada and the Government of the United States of America. Ottawa, 12 September 2006**

**Entry into force:** *12 October 2006, in accordance with article II*

**Authentic texts:** *English and French*

**Registration with the Secretariat of the United Nations:** *Canada, 16 October 2015*

**Note:** *See also annex A, No. 53001.*

*\*No UNTS volume number has yet been determined for this record. Only the authentic English and French texts of the Agreement are published herein. The Annexes I A - 18 of the are not published herein, in accordance with article 12 (2) of the General Assembly Regulations to give effect to Article 102 of the Charter of the United Nations, as amended, and the publication practice of the UN Secretariat.*

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**Canada  
et  
États-Unis d'Amérique**

**Accord sur le bois d'oeuvre résineux entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique. Ottawa, 12 septembre 2006**

**Entrée en vigueur :** *12 octobre 2006, conformément à l'article II*

**Textes authentiques :** *anglais et français*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Canada, 16 octobre 2015*

**Note :** *Voir aussi annexe A, No. 53001.*

*\*Le numéro de volume RTNU n'a pas encore été établi pour ce dossier. Seuls les textes authentiques anglais et français de l'Accord sont publiés ici. Les annexes I A - 18 de l'Accord ne sont pas publiés ici, conformément aux dispositions du paragraphe 2 de l'article 12 du règlement de l'Assemblée générale destiné à mettre en application l'Article 102 de la Charte des Nations Unies, tel qu'amendé, et de la pratique dans le domaine des publications du Secrétariat.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**SOFTWOOD LUMBER AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

**THE GOVERNMENT OF CANADA (“CANADA”) AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA (“UNITED STATES”)**

**HAVE AGREED** as follows:

**ARTICLE I**

**Scope of coverage**

1. This Agreement (“SLA 2006”) applies to trade in Softwood Lumber Products. Softwood Lumber Products are those products listed in Annex 1A. For domestic implementation and administration purposes only, Canada shall rely on the Canadian Table of Concordance in Annex 1B.
2. No products shall be added to, or removed from, the scope of the SLA 2006 after April 27, 2006 without the agreement of the Parties, regardless of a decision, ruling, determination, or re-determination by a Party, the effect of which would be to:
  - (a) classify or reclassify a product within or outside a tariff item in Annex 1A; or
  - (b) determine or rule that a product is within or outside a product description in Annex 1A.
3. If there is a dispute as to whether a product is a Softwood Lumber Product, a Party shall refer the matter to a Technical Working Group established under Article XIII(C), by providing written notice of the referral to the other Party.
4. Within 60 days after a Party provides written notice under paragraph 3, the Technical Working Group shall review the matter and, where possible, provide a non-binding recommendation to the Parties regarding whether the product in question falls within or outside a tariff item or product description in Annex 1A.
5. If, following the 60-day period specified in paragraph 4, the Parties fail to resolve the matter, either Party may initiate dispute settlement under Article XIV.
6. If a tribunal established under Article XIV issues an award clarifying whether a product falls within or outside a tariff item or product description in Annex 1A, the award shall govern whether the SLA 2006 applies to the product.

**ARTICLE II**

**Entry into force**

1. The SLA 2006 shall enter into force on a date designated by the Parties in an exchange of letters (the "Effective Date"). The exchange of letters shall confirm that:
  - (a) the Termination of Litigation Agreement in Annex 2A has been signed:
    - (i) by counsel on behalf of all represented parties and participants to the actions set out in the Termination Agreement, and
    - (ii) by authorized representatives of any unrepresented parties or participants to the actions set out in the Termination Agreement;
  - (b) pursuant to Article 3.6 of the *Understanding on Rules and Procedures Governing the Settlement of Disputes*, the United States and Canada have signed and filed the Notification of Mutually Agreed Solution in Annex 2B with the WTO Dispute Settlement Body;
  - (c) the CIT has modified the injunctions against liquidation issued in *West Fraser v. United States* (Consol. Ct. No. 05-00079) to permit the United States to fulfill its obligations under Article III or has confirmed that fulfilling those obligations is not inconsistent with those injunctions;
  - (d) Canada has certified to the United States that it can administer the Export Charge and issue Export Permits as of the Effective Date;
  - (e) Canada and the United States have confirmed that Importers of Record that collectively account for not less than 95% of total cash deposits on Covered Entries and accrued interest have complied with all the requirements in paragraph 1 of Annex 2C;
  - (f) U.S. domestic interested parties that are companies and associations accounting for greater than 60% of U.S. production of softwood lumber in 2005 have filed with USDOC the irrevocable letters described in Article V and attached in Annex 5A on the Effective Date, to take effect on the Effective Date, and the United States has certified that the letters collectively account for greater than 60% of U.S. production of softwood lumber in 2005;
  - (g) one or more U.S. domestic interested parties that are unions have filed with USDOC the irrevocable letters described in Article V and attached in Annex 5A on the Effective Date, to take effect on the Effective Date; and
  - (h) USDOC has issued the finding in Annex 5B based on the letters in Annex 5A, effective on the Effective Date.

**ARTICLE III**

**Revocation of antidumping and countervailing duty orders**

1. On the Effective Date, the United States shall:
  - (a) revoke retroactively the AD Order and the CVD Order (“the Orders”) in their entirety as of May 22, 2002 without the possibility of their reinstatement; and
  - (b) terminate all USDOC proceedings related to the Orders.
2. On the Effective Date, or no later than 3 days after the Effective Date, USDOC shall instruct USCBP, as set out in Annex 3, to:
  - (a) cease collecting cash deposits, as of the Effective Date, on imports of Softwood Lumber Products from Canada; and
  - (b) liquidate all Covered Entries made on or after May 22, 2002 without regard to antidumping or countervailing duties and refund all deposits collected on such entries with all accrued interest pursuant to 19 U.S.C. § 1677g(b) to the Importers of Record or their designates.

**ARTICLE IV**

**Refund of antidumping and countervailing duty cash deposits**

1. Within 10 days after the Effective Date, the United States shall begin to liquidate all Covered Entries made on or after May 22, 2002 without regard to antidumping or countervailing duties, and with interest pursuant to 19 U.S.C. § 1677g(b).
2. The United States shall complete the liquidation of Covered Entries and the refund of all cash deposits as soon as possible, but not later than 6 months after the publication in the *Federal Register* of the revocations referred to in Article III unless these entries are subject to an extension request under 19 U.S.C. § 1504(b) and 19 C.F.R. § 159.12.
3. The United States shall approve all initial and subsequent requests for extensions of time that Importers of Record or their designates make under 19 U.S.C. § 1504(b) and 19 C.F.R. § 159.12.
4. Canada or its agent shall purchase the rights to the amounts of the cash deposits for Covered Entries and accrued interest from the Escrow Importers and make disbursements in accordance with Annex 2C.

ARTICLE V

**Commitments of the United States concerning  
trade remedy investigations and certain other actions**

1. For the duration of the SLA 2006, including any extension pursuant to Article XVIII, the United States shall not:
  - (a) self-initiate an antidumping or countervailing duty investigation under Title VII of the *Tariff Act of 1930*, as amended, or any successor law (“Title VII”), with respect to imports of Softwood Lumber Products from Canada. If a petition is filed under Title VII with respect to imports of Softwood Lumber Products from Canada, the United States shall dismiss the petition on the basis of the irrevocable letters in Annex 5A (“no injury” letters) and the USDOC finding in Annex 5B. These letters shall be provided by U.S. domestic interested parties accounting for greater than 60% of U.S. production of softwood lumber in 2005 and by one or more unions. Industry association letters shall be effective with respect to their members’ production, but members with an annual production of softwood lumber of over 200 million board feet in 2005 must individually provide a no injury letter to be counted toward the threshold of 60% of U.S. production. The signed no injury letters shall be appended to the SLA 2006 on the Effective Date;
  - (b) take action under Sections 201 to 204, inclusive, of the *Trade Act of 1974*, as amended, or any successor law, with respect to imports of Softwood Lumber Products from Canada;
  - (c) initiate an investigation or take action, including action pursuant to any prior determination, under Sections 301 to 307, inclusive, of the *Trade Act of 1974*, as amended, or any successor law, with respect to imports of Softwood Lumber Products from Canada; or
  - (d) take action under Section 204 of the *Agricultural Act of 1956*, as amended, or any successor law, with respect to imports of Softwood Lumber Products from Canada.

ARTICLE VI

**Export measures**

As of the Effective Date, Canada shall apply the Export Measures<sup>1</sup> to exports of Softwood Lumber Products to the United States.<sup>2</sup>

<sup>1</sup> If any value referred to in the SLA 2006 is converted on the Date of Shipment from U.S. dollars to Canadian dollars, the conversion shall be based on the nominal noon exchange rate quoted by the Bank of Canada for the day before the Date of Shipment.

<sup>2</sup> Exports of Softwood Lumber Products from each Region that initially elects Option B (under Article VII) nevertheless shall be subject to Option A (under Article VII) from the Effective Date until December 31, 2006, by which time Canada shall have completed the arrangements necessary for the administration of Option B (“transition period”). Canada shall provide a refund of Export Charges paid during any month of the transition period to exporters in such a Region if, during that month, the Region exported no more than what the Region’s volume restraint would have been had its exports been subject to Option B during the month. The refund amount shall be the difference between what the exporter paid in Export Charges for that month, and what the exporter would have paid in Export Charges for that month had the Region’s exports been subject to Option B. Article VIII shall not apply during the transition period to a Region that elected Option B during a month in which it qualified for a refund. In determining the volume restraint levels which would have applied to an Option B Region during the transition period, the carry-forward and carry-back rules laid out in Annex 7B shall be taken into account for all of the months of the transition period.