

Blanket Certificate of Reimbursement or Non-Reimbursement of Antidumping Duties

by Practical Law Commercial Transactions

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A blanket certificate of reimbursement or non-reimbursement of antidumping duties that an importer of record can use when importing goods subject to an antidumping duty order. This Standard Document has integrated notes with important explanations and drafting tips.

READ THIS BEFORE USING DOCUMENT

This Standard Document is a sample form of a blanket certificate of reimbursement or non-reimbursement of antidumping duties that an importer can file with [US Customs and Border Protection](#) (CBP) to attest to whether the importer has been or will be reimbursed for antidumping duties that it pays for certain imported goods. An importer must either:

- Inform CBP of any reimbursement agreements it has that are related to imported goods subject to an antidumping duty order.
- Attest that it has no reimbursement agreements in place.

(See [Drafting Note, Blanket Certification of Reimbursement/Non-Reimbursement](#).)

An antidumping duty is a [tariff](#) that the US Department of Commerce (Commerce) places on imported products that have been "dumped" in the US market, that is, sold at less than fair value. A foreign party dumps a product in the US when it sells that product in the US at a price (the export price) that is lower than its normal value. Normal value is generally:

- The price that the foreign firm charges for a comparable product sold in its home market.
- The price in a third country, if the home market price is unavailable or the exporting country's market situation does not allow a proper comparison with the export price; or
- The good's constructed value, based on production costs in the US adjusted to reflect the probable production costs for the foreign producer of the good, if the home market and third-country prices are unavailable.

The antidumping duty is intended to help domestic industries that suffer material injury or are threatened with material injury because of dumped goods. The duty offsets the unfair competitive advantage of these cheaper, dumped products by making them more expensive to import and therefore more expensive to sell in the US.

For more information on antidumping duties, including a discussion of how an interested party can petition the US government to investigate dumped goods and impose antidumping duties, see [Practice Note, Antidumping and Countervailing Duty Investigations](#) and [Antidumping and Countervailing Duty Petition Checklist](#).

Bracketed Items

Bracketed items in ALL CAPS should be completed with the facts of the transaction. Bracketed items in sentence case are either optional provisions or include alternative language choices to be selected, added, or deleted at the drafter's discretion.

Blanket Certificate of [Reimbursement/Non-Reimbursement]

Date:

[DATE]

Importer:

[IMPORTER'S NAME AND ADDRESS]

Manufacturer:

[MANUFACTURER'S NAME AND ADDRESS]

Antidumping Case Number:

[ANTIDUMPING CASE NUMBER]

I hereby certify that this [company/corporation/proprietorship/individual] has [not] entered into any agreement or understanding for the payment or for the reimbursement, by the manufacturer, producer, seller, or exporter, of all or any part of the antidumping duties upon all shipments of:

COMMODITY: [DESCRIPTION OF COMMODITY] from

COUNTRY: [COUNTRY OF ORIGIN]

which have been and/or will be imported by this [company/corporation/proprietorship/individual].

BLANKET CERTIFICATION OF REIMBURSEMENT/NON-REIMBURSEMENT

When importing goods that are subject to an antidumping duty order, an importer of record must file a statement with CBP certifying whether the manufacturer, producer, seller, or exporter of the goods has agreed to reimburse the importer for any antidumping duties the importer pays ([19 C.F.R. § 351.402\(f\)\(2\)](#)). The importer of record must file a certificate of reimbursement or non-reimbursement for each entry of a good covered by an antidumping duty order in the form of either:

- An individual certificate.
- A blanket certificate.

(See [Practice Note, Antidumping and Countervailing Duties: Post-Order Proceedings and Considerations: Reimbursement Certification for Imported Goods](#).)

This Standard Document is a blanket certificate of reimbursement. Commerce's regulations provide importers with model language to use in an individual certificate of reimbursement (see [19 C.F.R. § 351.402\(f\)\(2\)](#)).

By using a blanket certificate, an importer can file one reimbursement or non-reimbursement certificate annually with each port of entry for a good subject to an antidumping duty order instead of filing an individual certificate with each entry of the good. However, like an individual certificate, a blanket certificate is antidumping case-specific, which means that each certificate covers only a specific commodity from a specific country.

Each blanket certificate the importer files must state:

- The time period covered by the certificate (see [Drafting Note, Date Range for Blanket Certificate of Reimbursement or Non-Reimbursement](#)).
- The specific antidumping case number.
- The name of the good's manufacturers.

When Importer Is Reimbursed for Antidumping Duties

If the importer certifies that it has entered into an agreement to be reimbursed for paying antidumping duties, Commerce can increase the duty to an amount equal to the reimbursement, but not more than twice the antidumping duty. Increasing the antidumping duty to offset an importer's reimbursement is intended to protect both:

- The domestic industries that are materially injured or threatened with material injury by underpriced, imported goods.
- The efficacy of the antidumping duty program.

This blanket certification applies to importations made on or after [DATE] through [DATE].

DATE RANGE FOR BLANKET CERTIFICATE OF REIMBURSEMENT OR NON-REIMBURSEMENT

The importer must indicate the time period that the blanket certificate of reimbursement or non-reimbursement is intended to cover. These certificates can cover whichever period of time is longer:

- 12 months.
- The administrative review period for the antidumping duty order.

I further certify that this [company/corporation/proprietorship/individual] will notify U.S. Customs and Border Protection if there is any payment or reimbursement of antidumping duties by the manufacturer, producer, seller, or exporter to the importing company at any time in the future.

THIS [COMPANY/CORPORATION/PROPRIETORSHIP/INDIVIDUAL] ACKNOWLEDGES THAT INFORMATION REGARDING ANY REFUND OF ANTIDUMPING DUTIES MUST BE SENT IMMEDIATELY TO U.S. CUSTOMS AND BORDER PROTECTION AT:

[ADDRESS OF PORT OF ENTRY WHERE THIS CERTIFICATE IS FILED]

THIS [COMPANY/CORPORATION/PROPRIETORSHIP/INDIVIDUAL] ACKNOWLEDGES THAT FAILURE TO FILE THIS CERTIFICATE PRIOR TO LIQUIDATION WILL RESULT IN THE PRESUMPTION OF REIMBURSEMENT AND THE ASSESSMENT OF DOUBLE ANTIDUMPING DUTIES.

CONSEQUENCE OF FAILING TO FILE A CERTIFICATE OF REIMBURSEMENT OR NON-REIMBURSEMENT

An importer must file a certificate of reimbursement or non-reimbursement before CBP liquidates the entry of the imported goods. The official liquidation date occurs on the date that CBP posts the notice of liquidation electronically on CBP's website ([19 C.F.R. § 159.9\(c\)](#) and [Electronic Notice of Liquidation, 81 Fed. Reg. 89375-01 \(Dec. 12, 2016\)](#)).

If an importer fails to file a certificate of reimbursement or non-reimbursement before liquidation, Commerce can:

- Presume that the importer has an agreement with the good's manufacturer, producer, seller, or exporter to be reimbursed for paying the antidumping duty.
- Double the antidumping duty to offset the presumed reimbursement.

([19 C.F.R. § 351.402\(f\)\(3\)](#).)

If the importer is reimbursed for paying antidumping duties or enters into a reimbursement agreement after filing this blanket certificate of reimbursement, it must promptly notify CBP.

Signature of Company Official

Printed or Typed Name of Above Official

Title of Company Official

Note: *Importer Signature Requirement*

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