A GUIDE TO TRANSPORTING GOODS INTO THE UNITED STATES AND BACK OUT AGAIN

MAY 2022

The International Folk Art Market's

FAN

Handbook

for Artists

Created by: Tessa Griego Lyric Perot David Smith All projects prepared and published by TradeLab law clinics are done on a pro bono basis by students for research purposes only. The projects are pedagogical exercises to train students in the practice of international economic and investment law, and they do not reflect the opinions of TradeLab and/or the academic institutions affiliated with TradeLab. The projects do not in any way constitute legal advice and do not, in any manner, create an attorney-client relationship. The projects do not, in any way, or at any time, bind, or lead to any form of liability or responsibility on the part of the clinic participants, participating academic institutions, or TradeLab.

This project was completed in May 2022. Therefore, artists should be sure to verify that any information they rely on is up to date, particularly where it is specifically noted they should do so.

Dear Artists,

Congratulations on your acceptance to participate in the International Folk Art Market ("IFAM" or "the Market")! We are so grateful to the artists we serve for sharing with us their wondrous creations that bring color and beauty into our lives. Each applicant took part in a rigorous, multi-step selection process and you were chosen from hundreds of applicants. That is a huge accomplishment. We can't wait to see you on Museum Hill next summer!

You are responsible for transporting your goods to the Market and for exporting any unsold goods back to your home country. This handbook was designed to help you do so in accordance with United States' laws and regulations. Chapter 1 focuses on how to import your products into the United States, Chapter 2 focuses on how to export your unsold goods out of the United States, and Chapter 3 provides special guidance for artists from countries subject to sanctions by the United States. Guidance is provided both for artists who are shipping their goods and for artists who are hand carrying their goods. The Appendix provides you with each of the required documents in a printable format. The Handbook does not cover the regulations you will need to comply with at your home country border, both upon exportation and importation.

While there are many different customs laws with which to comply, we have simplified the process such that every artist can be a successful participant. We recommend that you read this Handbook in its entirety prior to beginning the shipping process so that no crucial steps are overlooked and all steps are completed on time. If you experience any difficulty during the process or have any questions, please reach out to IFAM at nadia@folkartmarket.org. While the Market will assist you in the importation and exportation process, you will be responsible for completing the appropriate paperwork, shipping the goods, and paying any duties associated with importation of the goods. We eagerly await your arrival and look forward to seeing all of the amazing handicrafts you have created!

Sincerely,

The International Folk Art Market



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# Chapter 1 Importing into the United States



India

## 1.1-Introduction to Importing

IFAM recommends shipping all goods via **Air Service: UPS, FedEx or DHL**. These carriers ship door to door and take charge of clearing customs. If you are not able to ship by these methods, please contact nadia@folkartmarket.org as soon as possible to work out other arrangements.

All goods must be **shipped from the artist's home country no later than May 15.** This is to ensure that the goods arrive in time for the market. IFAM requires documentation of artists' shipment plans by June 1st. If we do not receive this documentation by this deadline, the artist may lose their place at the Market. Any exceptions to the shipping deadline will be reviewed on a case-by-case basis.

Artists should ship their goods directly to IFAM's warehouse. However, artists that have offices, affiliates, or representatives in the U.S., may ship their goods directly to their U.S. contacts. Once the shipment has cleared Customs, it may be forwarded to IFAM's Warehouse for holding in Santa Fe and delivery to the Market site.

### International Folk Art Market Warehouse LEVEL LLC 1591 PACHECO STREET, UNIT 1N SANTA FE, NM 87505 USA Phone: 505-365-2677 and 505-992-7600 Email: nadia@folkartmarket.org

Artists are responsible for paying all shipping and/or customs and duty fees. Shipping must be prepaid. If additional charges, such as customs charges, are paid by IFAM, IFAM may withhold up to \$2,500 from the artist's sales to cover these costs. Once all additional charges are fully resolved, IFAM will send the artist any remaining funds, less bank-related costs.

IFAM assumes no responsibility for any products refused entry to the United States or confiscated by the U.S. Food and Drug Administration or any other U.S. government agency. IFAM maintains a warehouse facility to store goods free of charge. While every effort is made to ensure proper receipt, storage, and delivery of goods to the IFAM warehouse and the Market site, IFAM does not assume liability for any damages or loss of goods.

Immediately after artists have shipped their cartons, they must email: nadia@folkartmarket.org with:

- □ Name(s) of the IFAM participant(s) whose merchandise is being shipped
- □ Which Market week the artist is attending: "First Week" or "Second Week"
- Carrier the artist is shipping with (UPS, FedEx or DHL)
- □ Copy of the complete Bill of Lading
- □ Number of cartons being shipped
- □ Packing list for each carton
- Estimated arrival date of shipment in the U.S.
- □ Copy of the complete Pro Forma Invoice

Import Timeline TODAY Read through this Handbook and other IFAM-provided

materials to make sure you understand what you will need to do to get your goods through US Customs. Reach out to IFAM if you have any questions.





### December 15

If you are coming from a US sanctioned country (Cuba, Iran, Syria, Crimea or North Korea) please fill out a specific license application.

April 15

Prepare all of your customs documentation for shipping your goods. Choose your shipping carrier, begin packing your goods, and reach out to IFAM if you encounter any questions.



July 5

Arrive at the Market with your goods! If you are carrying your goods with you fill out the 6059B Customs Declaration provided to you.

> QUESTIONS? Email nadiaefolkartmarket.org

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### May 15 THIS IS THE LAST DATE TO SHIP

YOUR GOODS, IFAM MUST RECEIVE DOCUMENTATION OF YOUR SHIPMENT BY JUNE 1st OR YOU WILL BE DISQUALIFIED FROM PARTICIPATING AT THE MARKET. Please reach out to IFAM if you have any concerns about this deadline.



# 1.2-Restricted Goods

The importation of certain classes of goods may be prohibited or restricted by United States government agencies. We have included those restrictions that are most likely to be applicable to artists attending the Market. This is not an exhaustive list.

### Lead in Paint (<u>16 C.F.R § 1301.1</u>)

Furniture cannot be imported into the United States if it has paint that exceeds 0.009% lead.

### Flammable Fabrics (16 C.F.R. § 1600)

Fabric products cannot be imported into the United States if they do not conform with the implementing regulations of the Flammable Fabrics Act. Textiles and rugs are subject to these regulations.

### Glazed Ceramic Foodware (Compliance Policy Guide)

Glazed ceramic foodware must not contain over the minimum amount of extractable lead detailed in U.S. food safety regulations. Alternatively, artists can include labels on their ceramic goods, the requirements of which are detailed in Section 1.3, to indicate to consumers that the products are not for food use.

### Livestock and Animals (APHIS Importation Guide)

Animal by-products such as untanned hides, wool, hair, and bones may require a permit for importation from the Animal Plant Health Inspection Service prior to importation.

### Plants and Plant Products (APHIS Importation Guide)

Plants and plant products, including fruits, vegetables, and cotton fibers, are subject to regulations of the Department of Agriculture and may require permits prior to importation.



The purpose of these regulations is to keep US consumers safe from potentially harmful products. Failing to comply with these regulations can result in products being denied entry into the United States.

# 1.3-Labeling Goods

In general, every item must be labeled in a conspicuous place as permanently as the nature of the article permits with the words "**Made in**" and the name of the country of origin, pursuant to <u>19 C.F.R. § 134.11</u>.



This handbook assumes that the "country of origin" for marking purposes is the artist's home country. For more information on the country of origin for marking purposes see <u>19 C.F.R.</u> § <u>134.1</u>, or for artists from Mexico or Canada, <u>19 C.F.R.</u> § <u>102.11</u>. It should be noted that simply shipping a good that was entirely made in the artist's home country to a third country prior to shipping the product to the United States does not change the good's country of origin if no change was made to the good in the third country.

There are certain goods that are **exempt** from this labeling requirement. These goods may instead have the country of origin marking on the outermost container in which they will reach the ultimate consumer. (<u>19 C.F.R. § 134.32-33</u>)

- Articles that are incapable of being marked
- Articles for which the marking of the containers will reasonably indicate the origin of the articles
- Works of art\* (under Chapter 97 of the HTSUS)
- Tiles
- Fur
- Ribbon
- Beads
- Buttons

\*Artists should note that "works of art" is a very narrowly defined category under the U.S. Harmonized Tariff Schedule. See Section 1.7 for a more detailed discussion of what goods qualify as "works of art."



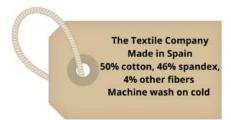
Goods must contain the country of origin label to be allowed entry into the United States unless they meet one of the exemptions. The country of origin label lets consumers know where the goods they are purchasing were produced.

### **Special Labeling Requirements**

(in addition to the country of origin labeling requirement)

Textile product labels must include: (16 C.F.R. § 303)

- The name of the manufacturer
- Care instructions
- The names and percentages by weight of the fibers present in the textile fiber product in amounts greater than 5%. Fibers must be listed in order of predominance by weight. Fibers present in an amount less than 5% shall be listed as "other fibers"
- Where? For textiles with a neck, the label must be on the inside-center of the neck midway between the shoulder seams. The country of origin disclosure must always appear on the front side of the label. Other required information may appear either on the front side or the reverse side of a label.



Wool product labels must include: (16 C.F.R. § 300)

- The name of the manufacturer
- Care instructions
- The percentage of the wool products total fiber weight, exclusive of ornamentation not exceeding 5% of the product's total fiber weight, of:
  - Wool
  - Recycled wool
  - Every fiber other than wool if the weight of that fiber consists of more than 5%
  - The aggregate of all other fibers
- The percentage of the total weight of the wool product composed of any nonfibrous loading, filling or adulterating matter
- Where? For wool products with a neck, the label must be on the inside-center of the neck midway between the shoulder seams. The country of origin disclosure must always appear on the front side of the label. Other required information may appear either on the front side or the reverse side of a label.



Fur product labels must include: (<u>16 C.F.R. § 301</u>)

- The name of the manufacturer
- Care instructions
- The name of the animals that produced the fur as set forth in the <u>Fur Products Name</u> <u>Guide</u>
- That the fur product contains damaged or used fur, if that is the fact
- That the fur product contains bleached or dyed fur, if that is the fact
- That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, if that is the fact





The textile, wool, and fur products' special labeling requirements let consumers know what the goods are made of as well as how to properly care for them.

**Glazed Ceramic** products that are not for food use and thus do not comply with the regulations detailed in Section 1.2, must be affixed with either: (<u>21 C.F.R. § 109.16</u>)

- Both
  - a conspicuous stick-on label on a surface clearly visible to consumers that states "Not for food use- food consumed from this vessel may be harmful" and



• a conspicuous and legible **permanent** statement of the same message on the exterior surface of the base



• Or, have a **hole** bored through the potential food contact area





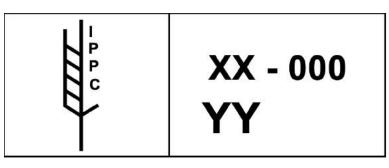
The special labeling requirements for ceramic products ensures consumers are aware not to eat out of containers that do not comply with the requisite food safety regulations. Following the labeling requirements allows goods to be admitted that would otherwise be denied entry.

# 1.4-Packaging Goods

We recommend packaging goods in 3-ply cardboard cartons. Smaller cartons are preferable to larger cartons to avoid objects moving around during shipment. Avoid using materials like newspapers that break down during shipping. **Do not use natural/organic packing materials** like straw or wood chips.

However, for **ceramics** to avoid risk of damage, we recommend crating. **Wooden** crates and other wooded packaging materials must be treated and marked, pursuant to <u>7 C.F.R. § 319.40</u>.

- The approved treatments for wood packaging materials are heat treatment to a minimum wood core temperature of 56°C for a minimum of 30 minutes, or fumigation with methyl bromide
- To certify treatment, the wood packing materials must be marked with the following International Plant Protection Convention (IPPC) logo
  - XX would be replaced by the ISO country code,
  - 000 would be replaced by the number assigned by the national plant protection agency of that country to the producer of the wood packaging material
  - YY would be replaced by the treatment type (HT for heat treatment or MB for methyl bromide fumigation)
- Paper certificates will not be accepted. For further information, please see the APHIS Website at <u>www.aphis.usda.gov</u>





The treatment and marking requirements for wood packaging materials prevents the entry of pests into the United States. Without these markings artists' goods will not be allowed entry into the United States.

**Separate** different types of goods to avoid paying the highest duty for all of the goods in the box. (<u>19 C.F.R. § 152.13(b)</u>)

### Packing List (<u>19 C.F.R. § 142.3(a)(4)</u>)

Each container must include a packing list of the contents of that container in an envelope affixed to the outside. Number each packing list and corresponding envelope (for example, "1 of 5", "2 of 5" and so forth). The contents of each carton must be listed in English. See Appendix for a printable packing list template.

The packing list should include:

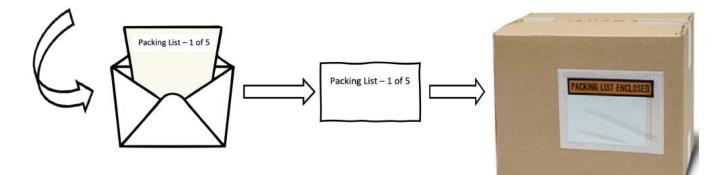
- Item description, including the applicable U.S. Harmonized Tariff Schedule number and tariff preference code (see Section 1.7)
- How many units of each item type are in the carton
- Name of the artist/owner of the item

Different shipping companies may specify additional requirements on their forms, including unit weight, total weight, and size measurements. Artists should fill out the carrier forms completely.



Products with incomplete or incorrect packing lists run the risk of not being accepted by the International Folk Art Market and/or not being stored for the artists as needed, causing damage to the goods.

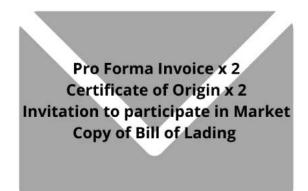
Packing List - 1 of 5	
Artists Name	
Item Description	Quantity of Goods



# 1.5-Paperwork

The **Pro Forma Invoice and Certificate of Origin must be placed in an envelope and attached to the outside of one carton** so that U.S. Customs officials can check them before opening the cartons. Include 2 copies of each. In this envelope, please **also include the invitation** to participate in the International Folk Art Market and a **copy of the Bill of Lading**.

Use a strong envelope, large enough to contain all the required documents. Seal the envelope well. List the contents of the envelope on the outside of the envelope. One carton will have two envelopes attached: one envelope that contains the required documents, and another envelope containing the Packing List for that carton's contents.



Please be sure to **keep extra copies** of all completed forms as they may be required later for duty drawback purposes (see Section 2.3) and make sure the information provided is **consistent** across all paperwork.

Artists importing **goods with a total value of less than \$800** will file reduced paperwork as specified by their carrier and **may be eligible to not pay duties** on their goods (<u>19 U.S.C.</u><u>§</u><u>1321</u>). However, such artists still must comply with the labeling and packing requirements, complete requisite paperwork, and complete customs declarations if they are hand carrying their goods.

See Appendix for printable versions of all documents.

### A. Pro Forma Invoice (19 C.F.R. § 141.85)

Artists must print (see Appendix) and fill out a Pro Forma Invoice and place it in the document envelope affixed to one of their cartons.

#### **Pro Forma Invoice**

Importers Statement Of Value Or The Price Paid In The Form Of An Invoice

Not being in possession of a commercial seller's or shipper's invoice I request that you accept the statement of value or the price paid in the form of an invoice submitted below:

Name of Shipper	Address of Shipper	
Artist's name	Artist's address	
Name of Consignee	Address of Consignee	
International Folk Art Market	Level LLC 1591 Pacheco Street, Unit 1N Santa Fe, NM 87505 USA	

The merchandise has/has not been purchased or agreed to be purchased by me.

The prices, or in the case of consigned goods the values, given below are true and correct to the best of my knowledge and belief, and are based upon: (Check basis with an "X")

- (a) The price paid or agreed to be paid () as per order dated

- (e) Knowledge of the market in the United States (if U.S. Value) ().
- (f) Advice by CBP (). (g) Other (X) Suggested retail price.

2		
3	4	5
e 6		

Check which of the charges below are, and which are not included in the values listed:

Amount	Included	Not included
Packing		X
Cartage		X
Inland Freight 7		X
Wharfage and loading abroad		X
Lighterage		X
Ocean freight		X
U.S. Duties		X
Other Charges (identify by name and amount)		X

Country of origin \_\_\_\_8\_\_\_\_

If any other invoice is received, I will immediately file it with an authorized CBP official.

Signature of person making invoice\_

Date



The Pro Forma invoice is used by Customs Officers to accurately calculate the amount of duty artists will pay on their goods. An inaccurate or incomplete invoice runs the risk of goods being turned away from the United States or artists paying a higher than necessary duty.

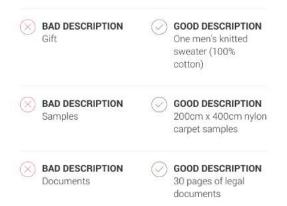
### How to fill out:

1. Marks/No's. Any identifying marks or numbers used on packaging.

### 2. Description of Product (HTSUS)

Complete descriptions for each unique good in the shipment. This includes complete details of the item(s) being shipped, including name, the applicable U.S. Harmonized Tariff Schedule number and tariff preference code (see Section 1.7), part numbers, and serial numbers, if available.

Textiles must be described in more detail, including the composition of fabric, type of assembly, and identity of user and ornamentation, if any (e.g., "Women's short sleeved 100% cotton sewn blouse with pearl buttons).



### 3. Quantity

Quantity of items described on each line.

### 4. Unit Value

The unit value of each good, pursuant to <u>19 U.S.C. § 1401a</u>, is the price at which the good is sold for at the Market, excluding shipping, insurance charges, and duties.

For example, if an artist sells their good at the Market for \$300, \$250 of which is for the good itself and \$50 of which covers the transportation and insurance costs of getting the good to the market, the value of the merchandise should be listed as \$250 on the Invoice.<sup>1</sup>

This means that if the artist has already attached a price tag to the item prior to shipping, the price listed on the item does not need to be equal to the unit value listed on the form, but the difference should only be the costs of transportation and insurance and this should be marked clearly on the invoice and artists should retain documentation of the shipping and insurance costs for CBP.

### 5. Total Value

\$ value of all items described on each line.

### 6. Total Value Invoice

\$ value of all items listed on the invoice.

7. We recommend that artists select "not included" for all of the listed charges, provided they are not including them in the value they list in steps 4, 5, and 6. Artists can then list the value as lower than the price they are selling the good for at the Market, making them subject to lower duties, as long as the listed value only differs from the price listed on the good by the freight and insurance costs.

### 8. Country of Origin

This handbook assumes that the "country of origin" for customs documentation purposes is the artist's home country. For more information on the country of origin for customs documentation purposes see this <u>CBP publication</u>. It should be noted that simply shipping a good that was entirely made in the artist's home country to a third country prior to shipping the product to the United States does not change the good's country of origin if no change was made to the good in the third country.

### **Special Invoice Requirements**

Certain classes of goods have additional information that must be listed on the pro forma invoice. See <u>19 C.F.R. § 141.89</u> for a list of the classes of goods subject to special invoice requirements and the additional information that must be included.

<sup>&</sup>lt;sup>1</sup>If an artist ends up selling their goods for a different price than originally anticipated (e.g. through discounting the price during the course of the Market), they are required to contact Customs and Border Protection to correct the discrepancy.

### **B. Certificate of Origin**

The Certificate of Origin is required to qualify for many trade preference programs and free trade agreements. If the artist qualifies for preferential tariff treatment (as determined in Section 1.7B), the artist must print and fill out a Certificate of Origin and place it in the document **envelope** affixed to one of their cartons.

l	Select your cou	CEI		PA ( 19	CFR 10 Sub	part Q)	GIN		er: 1651-011 piration Date 02/28/202 NLY:	e:	
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The Certificate of Origin ensures artists are from a country permitted to trade with the United States and is required for artists to qualify for preferential treatment under trade preference programs or free trade agreements allowing for a lesser or no duty on the goods.

### How to fill out:

Artists must download the <u>Certificate of Origin form from CBP</u> and select their product's "country of origin" in the top left corner to adjust the form for that specific country. For artists whose product's "**country of origin" is not listed in the drop down menu, they should manually fill out a blank certificate of origin** (see Appendix).

### 1. Importer

The International Folk Art Market's information.

2. Exporter Artist's information.

### 3. Producer

Check the box that says "same as exporter" and leave the rest of that section blank.

*4. Invoice Date* Date listed on the Pro Forma Invoice.

## Invoice # Supplied by the International Folk Art Market to the artists.

6. HTSUS #

Include the applicable U.S. Harmonized Tariff Schedule number and tariff preference code (see Section 1.7).

### *7. Description* Detailed product description consistent with that provided on the Pro Forma Invoice.

### 8. Quantity

Quantity of items described on each line.

### 9. Origin

This artist's goods must fulfill one of the applicable country of origin criteria (below) in order for the artist's home country to qualify as the "country of origin".

#### 10. Criterion

Criteria are the different ways in which the artist's home country can qualify as the product's "country of origin." These criteria differ depending on whether the artist qualifies for any trade preference programs and free trade agreements. Artists should indicate the criterion that is applicable to their artwork.

For artists who do not believe they qualify for a Free Trade Agreement or Trade Preference Program, as detailed in Section 1.7B, they should indicate that their goods were "wholly made or produced in" their home country. See Section 1.5A(8).

For artists who believe their goods qualify for a Free Trade Agreement or Trade Preference Program, they must find the rules of origin criteria under that program and indicate the criterion that is applicable to their artwork. For many countries, this pdf automatically alters the "criteria" depending on which country is selected. For artists whose product's "country of origin" is not listed on the drop down menu, they may find the applicable country of origin "criteria" by referring to:

- For free trade agreements: the informational links provided in Section 1.7B
- For trade preference programs: the correct section of the <u>General Notes</u> (as specified in Section 1.7B)

*11. Role* Select Exporter or Producer.

### C. Bill of Lading/Air Waybill

This form is **provided by the shipping company** (e.g. FedEx, UPS, DHL). The artist should fill it out and **provide it to their shipping company** upon shipping the goods. The shipping company will likely have the artist fill this form out electronically. The form varies for different shipping companies and different shipping methods (e.g. air freight or ocean shipping). Artists should also **place a copy in the document envelope** affixed to one of their cartons. The document below is provided solely as an example.

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HIPPER (from)	Please	provide ZIP	codes and phone n				ONSIGNEE (	to)						
iipper				FXF Acct. #			onsignee					F Acct. #		
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dress						A	ddress							
y.						Ci	ity							
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The Bill of Lading is important to protect the artists' ownership of goods while the goods are in transit and as evidence to the International Folk Art Market that the goods have been shipped. The Bill of Lading allows the shipping carrier to keep track of artists' goods during transit and confirm their delivery. The Folk Art Market will not accept goods with a Bill of Lading dated later than June 1st.

### How to fill out:

Please see the linked documents provided by each specific shipping carrier for more detailed instructions on how to fill out their Bill of Lading. Artists should contact their shipping companies with any questions.

<u>FedEx Bill of Lading Instructions</u> <u>DHL Bill of Lading Instructions</u> <u>UPS Bill of Lading Instructions (page 7)</u>

### Bill Freight Charges To

**Freight charges are to be prepaid by the artists and not billed to the International Folk Art Market.** Moreover, since the International Folk Art Market is not paying for the goods, any C.O.D. sections should be left blank. If additional charges, such as customs charges, are paid by IFAM, IFAM may withhold up to \$2,500 from the artist's sales to cover these costs.

### Description of Articles

Detailed product description consistent with that provided on the Pro Forma Invoice. We recommend including the applicable U.S. Harmonized Tariff Schedule number and tariff preference code along with the description of the goods (see Section 1.7). Additionally, list the type of shipping container and specify any special instructions (e.g., keep upright, glass, do not double stack, etc.).

*Country of Origin for Customs Purposes* Refer to Section 1.5A.

### Declared Value of Shipment

The paperwork may ask for a declared value of the shipment. Artists should use the same value as they have used throughout their paperwork, namely the expected retail price excluding shipping, insurance, and duty charges (see Section 1.5A(4)).

### 1.6-Hand Carrying Goods

Many artists may prefer to bring their goods with them on their person when they enter the United States to attend the International Folk Art Market. To do so, artists must fill out <u>Customs</u> <u>Declaration Form 6059B</u> upon entry to the United States. In addition, artists should have completed a **Pro Forma Invoice** and a **Certificate of Origin** and should bring them on their person to facilitate the customs process. The artist does not need to complete a Bill of Lading.

U.S. Customs and Border Protection		U.S. Customs and Bord U.S. Customs and Bor United States against officers have the author personal property. If y examination, you will dignified manner. CO Representatives are available to complin Important Information
Destant Destantion	FORM APPROVED	U.S. Residents-Decla
Customs Declaration 19 CFR 122.27, 148.12, 148.13, 148.110, 148.111, 19 USC	OMB NO.1651-0009 1498: 31 CFR 5316	are bringing into th
Each arriving traveler or responsible family following information (only ONE written declar The term "family" is defined as "members of a household who are related by blood, marriag adoption."	member must provide the ration per family is required). a family residing in the same	Visitors (Non-Resider remain in the Unite Declare all articles on dollars. For gifts, p Duty—CBP officers wi entitled to a duty-i
1 Family Name [Last Name of Artist	t]	them. Visitors (nor of \$100. Duty will k
First (Given) [First Name]	Middle	above the exempti
2 Birth date Month Day	Year	Agricultural and Wildli agricultural pests a
3 Number of Family members traveling wi	ith you	Fruits, vegetables,
4 (a) U.S. Street Address (hotel name/dest	ination)	birds, snails, and declare such item
{Provide your hotel informatio	n]	Customs and Bo
(b) City	(c) State	Wildlife Inspector subject to seizure.
5 Passport issued by (country)		Controlled substances
6 Passport number		generally prohibited en U.S. that infringes intel
7 Country of Residence		civil or criminal penaltie
8 Countries visited on this trip prior to U.S. arrival		The transportation of cu
9 Airline/Flight No. or Vessel Name		the amount, is legal. Ho States more than \$10,0
10 The primary purpose of this trip is busine	ess: Yes No X	of both), you are require
11 I am (We are) bringing		Customs Form 4790) Monetary instruments
(a) fruits, vegetables, plants, seeds, food	, insects: Yes No 🗙	bearer instruments such
(b) meats, animals, animal/wildlife produc	cts: Yes No 🗙	bonds. If you have s instrument for you, you
(c) disease agents, cell cultures, snails:	Yes No 🗙	file the required report
(d) soil or have been on a farm/ranch/pas	sture: Yes No 🗙	carrying may lead to instruments, and may
12 I have (We have) been in close proximity of	livestock: Yes No 🗙	Prosecution. SIGN ON YOU HAVE READ TH
(such as touching or handling)		MADE A TRUTHFUL D
13 I am (We are) carrying currency or mon	etary instruments	Description of Articles
over \$10,000 U.S. or foreign equivalent:	Yes No 🗙	(List may continue on anot
(see definition of monetary instruments on reve		[include all artic
14 I have (We have) commercial merchan	· · ·	at the market, the
(articles for sale, samples used for soliciting or		are selling them i
or goods that are not considered personal effect 15 RESIDENTS—the total value of all go		applicable US Harr
merchandise I/we have purchased or acc		Tariff Schedule nu
gifts for someone else but not items mail the U.S.) and am/are bringing to the U.S.		tariff preference
VISITORS—the total value of all articles	that e	
will remain in the U.S., including commer merchandise is:	cial	
Read the instructions on the back of this form	n. Space is provided to list	
all the items you must declare.	E REVERSE SIDE OF THIS FORM	PAPERWORK REDUCTIO sponsor an information col
AND HAVE MADE A TRUTHFUL DECLARATION.		information unless it displ number for this collection i this application is 4 minu
Signature	Date (month/day/year)	comments regarding the Border Protection Office of
		Washington, DC 20229.
	CBP Form 6059B (8/21)	

S. Customs and Border Protection Welcomes You to the United States S. Customs and Border Protection is responsible for protecting the inited States against the illegal importation of prohibited items. CBP ficers have the authority to question you and to examine you and your resonal property. If you are one of the travelers selected for an camination, you will be treated in a courteous, professional, and gnified manner. CBP Supervisors and Passenger Service epresentatives are available to answer your questions. Comment cards available to compliment or provide feedback. montant Information.

S. Residents—Declare all articles that you have acquired abroad and are bringing into the United States.

- sitors (Non-Residents)—Declare the value of all articles that will remain in the United States. eclare all articles on this declaration form and show the value in U.S.
- dollars. For gifts, please indicate the retail value. Duty—CBP officers will determine duty. U.S. residents are normally entitled to a duty-free exemption of \$800 on items accompanying them. Visitors (non-residents) are normally entitled to an exemption of \$100. Duty will be assessed at the current rate on the first \$1,000 above the exemption.
- Agricultural and Wildlife Products—To prevent the entry of dangerous agricultural pests and prohibited wildlife, the following are restricted: Fruits, vegetables, plants, plant products, soil, meat, meat products, birds, snails, and other live animals or animal products. Failure to declare such items to a Customs and Border Protection Officer/ Customs and Border Protection Agriculture Specialist/Fish and Wildlife Inspector can result in penalties and the items may be subject to seizure.

Controlled substances, obscene articles, and toxic substances are penerally prohibited entry. The importation of merchandise into the JS. that infringes intellectual property rights may subject travelers to ivil or criminal penalties and may pose serious risk to safety or health.

he transportation of currency or monetary instruments, regardless of te amount, is legal. However, if you bring into or take out of the United tates more than \$10,000 (U.S. or foreign equivalent, or a combination footh), you are required by law to file a report on FinCEN 105 (formerly ustoms Form 4790) with U.S. Customs and Border Protection. Ionetary instruments include coin, currency, travelers checks and earer instruments such as personal or cashiers checks and stocks and onds. If you have someone else carry the currency or monetary strument for you, you must also file a report on FinCEN 105. Failure to le the required report or finalure to report the total amount that you are arrying may lead to the seizure of all the currency or monetary instruments, and may subject you to civil penalties and/or criminal rosecution. SIGN ON THE OPPOSITE SIDE OF THIS FORM AFTER OU HAVE READ THE IMPORTANT INFORMATION ABOVE AND IADE A TRUTHFUL DECLARATION.

Description of Articles (List may continue on another CBP Form 6059B)	Value	CBP Use Only
[include all articles for sale		
at the market, the prices you		
are selling them for, and their		
applicable US Harmonized		
Tariff Schedule number and		
tariff preference code]		
Total		
PAPERWORK REDUCTION ACT STATEMENT sponsor an information collection and a person i information unless it displays a current valid O number for this collection is 1651-0009. The esti this application is 4 minutes. Your response comments regarding the burden estimate you Border Protection Office of Regulations and Rulii Washington, DC 20229.	s not required to MB control number mated average tir is mandatory. If can write to U.S.	respond to this er. The control ne to complete you have any Customs and

CBP Form 6059B (8/21

The Customs Declaration Form will be **provided to artists at the airport and they will fill it out and give it to custom's officials**. Artists may **print** this ahead of time if they choose (see Appendix). Artists should include a detailed description of the goods consistent with that provided on the Pro Forma Invoice, the applicable U.S. Harmonized Tariff Schedule number and tariff preference code (see Section 1.7), and the price that they are listing the goods for at the Market excluding freight, insurance, and duty charges (see Section 1.5A(4)). Artists should expect to pay a duty either with U.S. currency, personal check in the exact amount made payable to U.S. Customs and Border Patrol, or government check, money order or traveler's check if the amount does not exceed the duty owed by more than \$50. Some points of entry accept Visa and Mastercard.



The Customs Declaration is important to complete correctly as a failure to do so may result in seizure of the artists' goods at the United States border, preventing the artists from selling their goods at the International Folk Art Market and risking destruction of the goods. The information on the form will be used to appropriately assess the admissibility of the goods and the duty to be paid.

# 1.7-Tariff Classification

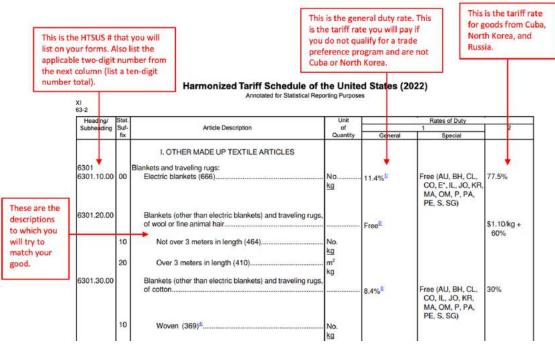
Upon importation, the **U.S. Harmonized Tariff Schedule number must be provided** on the Certificate of Origin and the Bill of Lading, and should also be included on the Pro Forma Invoice, and the Customs Declaration Form (for artists hand carrying their goods). For duty drawback purposes upon exportation (see Section 2.3), the tariff classification must be provided on the Notice of Intent to Export, Destroy or Return Merchandise for Purposes of Drawback and the Drawback Entry. Artists should **list any applicable tariff preference codes (e.g. "A\*", "S", "P+") in front of the U.S. Harmonized Tariff Schedule number on all forms**.



The U.S. Harmonized Tariff Schedule Number is used to calculate the tariff to be paid at entry into the United States. The tariff preference code is used to ensure preferential treatment is received under all applicable trade preference programs and free trade agreements. Listing an incorrect Harmonized Tariff Schedule Number or omitting an applicable tariff preference code can result in a higher than necessary duty or inadmissibility to the US.

### A. Finding the U.S. Harmonized Tariff Schedule Number

Artists should search for their goods in the <u>United States Census Bureau Schedule B Search</u> <u>Engine</u> to determine their product classification. If they cannot find their specific goods through the Search Engine, artists should use the <u>U.S. Harmonized Tariff Schedule</u> to determine the applicable tariff classification by narrowing down within each applicable category until they find their product. Often, goods are classified by the material they are made of.



Artists **should not assume that their goods should be classified as "works of art" under Chapter 97**. The only goods that are classifiable as "works of art" are **sculptures, paintings**  and drawings, and engravings and prints. Though artists may consider their goods "art," if it does not fit in one of those narrow categories it cannot be classified as "art" under the tariff schedule. The categories are narrowly interpreted because "art" can be imported into the United States with no duty. For all other handicrafts, see the Common Classification Guide, below.

### Common Classification Guide<sup>2</sup>

- Textiles/apparel
  - For knitted or crocheted articles of apparel, see Chapter 61
  - For articles of apparel that are not knitted or crocheted, see Chapter 62
  - For other textile articles, see Chapter 63
  - For footwear, see Chapter 64
  - For hats, see Chapter 65
- Textiles/home goods
  - For carpets and rugs, see Chapter 57
  - For special woven fabrics/tapestries, see Chapter 58
- For articles of leather, see Chapter 42
- For articles of wood, see Chapter 44
- For ceramics, see Chapter 69
- For glassware, see Chapter 70
- Metal goods
  - For jewelry, see Chapter 71
  - For silverware and other kitchenware of precious metals, see Chapter 71
  - For silverware of base metals, see Chapter 82
- For furniture, see Chapter 94

### For Goods that are Difficult to Classify

For goods that could be classified under two different tariff headings (such as a sculpture made from wood), artists should apply the more specific classification or if neither is more specific, the classification that provides the good its "essential character" per the <u>General Rules of</u> <u>Interpretation</u>. If artists are unsuccessful at determining their tariff classification, they should consult the <u>Customs Rulings Online Search System</u> to see if Customs and Border Protection has ruled on a classification for that particular good in the past. If there is no ruling, and no classification can be determined using the above steps, artists should contact Customs and Border Protection to submit a Ruling Request (<u>19 C.F.R. § 177</u>).

<sup>&</sup>lt;sup>2</sup> Please see Section 1.7(B) for the special procedure required to find the U.S. Harmonized Tariff Schedule number for textiles and apparel from countries covered by the African Growth and Opportunity Act.

### **B.** Finding the Tariff Preference Code

Because many of the goods commonly imported by IFAM artists are subject to significant tariff rates, it is important for artists to determine if they are eligible for any duty preference program. If so, artists should assert their right to a lower or free rate of duty by **listing any applicable** tariff preference codes (e.g. "A\*", "S", "P+") in front of the U.S. Harmonized Tariff Schedule number on all forms.

This handbook assumes that an artist's work fulfills the "country of origin" requirements for any free trade agreements and trade preference programs applicable to their home country. However, different programs have different country of origin requirements, some more stringent than others. Artists should be sure to **use the resources provided to check that their artwork qualifies for any programs they are claiming to benefit from**.

To determine whether they qualify for any trade preference programs or free trade agreements, artists should look at the <u>U.S. Harmonized Tariff Schedule</u> for the goods they are importing under the "Special" column. Applicable trade preference programs and free trade agreements will be identified in this column by a one or two letter tariff preference code.

	Stat.	Unit			Rates of Duty		1
Subheading	Suf- fix	Article Description	of Quantity	General	1 Special	2	
6301 6301.10.00		I. OTHER MADE UP TEXTILE ARTICLES Blankets and traveling rugs: Electric blankets (666)	No <u>kg</u>	• 11.4% <sup>1/2</sup>	Free (AU, BH, CL, CO, E*, IL, JO, KR, MA, OM, P, PA, PE, S, SG)	77.5%	These are all the applicable trade
6301.20.00	10	Blankets (other than electric blankets) and traveling rugs, of wool or fine animal hair Not over 3 meters in length (464)		Free <sup>22</sup>	FE, 3, 30)	\$1.10/kg + 60%	preference programs and free trade agreements for
			kg				this good.
6301.30.00	20	Over 3 meters in length (410) Blankets (other than electric blankets) and traveling rugs, of cotton	kg	8.4% <sup>%</sup>	Free (AU, BH, CL, CO, IL, JO, KR, MA, OM, P, PA, PE, S, SG)	30%	Check the code list to see what these letters refer to.
	10	Woven (369) <sup>4</sup>	No. kg		12, 3, 30)		
	20	Other (369)4/	No.				

#### Harmonized Tariff Schedule of the United States (2022) Annotated for Statistical Reporting Purposes

### Free Trade Agreements

Free trade agreements (FTAs) are agreements entered into between the United States and other countries where the US agrees to provide free or significantly reduced tariffs for certain goods from those countries. FTAs are relatively resistant to change, however, artists should still check the most <u>recent list</u> of the US FTAs.

The FTAs currently in place and their one or two letter codes (listed in brackets) are seen below with links to more information about each FTA, including their country of origin requirements.

- Australia Free Trade Agreement (AUFTA) [AU]
- Bahrain Free Trade Agreement (BHFTA) [BH]
- Central America-Dominican Republic Free Trade Agreement (CAFTA-DR) [P or P+]<sup>3</sup>
- Chile Free Trade Agreement (CLFTA) [CL]
- <u>Colombia Trade Promotion Agreement (COTPA) [CO]</u>
- Israel Free Trade Agreement (ILFTA) [IL] 4
- Japan Trade Agreement [JP]
- Jordan Free Trade Agreement (JOFTA) [JO]
- Korea Free Trade Agreement (KORUS) [KR]
- Morocco Free Trade Agreement (MAFTA) [MO]
- Oman Free Trade Agreement (OMFTA) [OM]
- Panama Trade Promotion Agreement (PATPA) [PA]
- Peru Trade Promotion Agreement (PETPA) [PE]
- Singapore Free Trade Agreement (SGFTA) [SG]
- U.S. Mexico Canada Agreement (USMCA) [S or S+]

### **Trade Preference Programs**

Trade preference programs are preferential tariff treatment provided unilaterally by the United States to selected classes of goods from certain countries. These preference programs are less permanent than FTAs and more subject to change, so **artists should be particularly careful to check the most up to date** <u>General Notes</u> to ensure that the program they are claiming is still active, that the goods they are importing are still covered by the program, and that their home country is still a beneficiary of that program.

We have listed some of the largest trade preference programs below with their designated one or two letter codes and the countries that are currently eligible for them.

<sup>&</sup>lt;sup>3</sup> CAFTA-DR is composed of the United States, Costa Rica, the Dominican Republic, El Salvador, Guatemala, Honduras and Nicaragua.

<sup>&</sup>lt;sup>4</sup> Goods from the West Bank or the Gaza Strip qualify for treatment under the US-Israel Free Trade Agreement, though such goods should be labeled as coming from the West Bank or the Gaza Strip, not Israel.

#### Generalized System of Preferences (GSP) [A, A+, or A\*]

GSP is the oldest U.S. trade preference program. It applies to the broadest set of countries but contains the most product exclusions. The program is often subject to starts and stops. As of the drafting of this Handbook, the Generalized System of Preferences has not been renewed by Congress.<sup>5</sup>

The code "A" next to a product in the HTSUS indicates that all GSP countries are eligible for the special rate of duty. "A+" indicates that only least developed GSP countries are eligible for the special rate of duty. "A\*" indicates that certain GSP beneficiaries, as listed in <u>General Note 4</u>, are not eligible for the special rate of duty. Refer to <u>General Note 4</u> for an up-to-date list of which countries currently qualify for each of the different GSP programs, as well as for the country of origin requirements for GSP.

#### Beneficiary countries [A]

Afghanistan Albania Algeria Angola Anguilla Argentina Armenia Azerbaijan Belize Benin Bhutan Bolivia Bosnia and Hercegovina Botswana Brazil British Indian Ocean Territory British Virgin Islands **Burkina Faso** Burma Burundi Côte d'Ivoire Cambodia Cameroon Cape Verde Central African Republic Chad Christmas Island (Australia) Cocos (Keeling) Islands Comoros Congo (Brazzaville) Congo (Kinshasa) Cook Islands Diibouti Dominica Ecuador Egypt Eritrea Eswatini Ethiopia Falkland Islands (Islas Malvinas) Fiji Gabon The Gambia Georgia Ghana Grenada Guinea Guinea-Bissau Guvana Haiti Heard Island and McDonald Islands Indonesia Irag Jamaica Jordan Kazakhstan Kenya Kiribati Kosovo Kyrgyzstan Lebanon Lesotho Liberia Madagascar Malawi Maldives Mali Mauritania Mauritius Moldova Mongolia Montenegro Montserrat Mozambique Namibia Nepal Niger Nigeria Niue Norfolk Island

North Macedonia Pakistan Papua New Guinea Paraguay Philippines **Pitcairn Islands Republic of Yemen** Rwanda Saint Helena Saint Lucia Saint Vincent and the Grenadines Samoa Sao Tomé and Principe Senegal Serbia Sierra Leone Solomon Islands Somalia South Africa South Sudan Sri Lanka Suriname Tanzania Thailand **Timor-Leste** Togo Tokelau Tonga Tunisia Tuvalu Uganda Ukraine Uzbekistan Vanuatu Wallis and Futuna West Bank and Gaza Strip Western Sahara Zambia Zimbabwe

<sup>&</sup>lt;sup>5</sup> However, artists should be aware that if Congress does renew the program, it often has retroactive benefits for up to five years. Artists should consult with Customs and Border Protection should the GSP program be renewed within five years after their importation if they wish to receive a correction of their duty.

Least-developed beneficiary countries [A+]

Afghanistan Angola Benin Bhutan Burkina Faso Burma Burundi Cambodia Central African Republic Chad Comoros Congo (Kinshasa) Djibouti Ethiopia The Gambia Guinea Guinea-Bissau Haiti Kiribati Lesotho Liberia Madagascar Malawi Mali Mauritania Mozambique Nepal Niger Republic of Yemen

Rwanda Samoa Sao Tomé and Principe Senegal Sierra Leone Somalia South Sudan Tanzania The Solomon Islands Timor-Leste Togo Tuvalu Uganda Vanuatu Zambia

### Caribbean Basin Economic Recovery Act (CBERA) [E or E\*]6

CBERA is part of the Caribbean Basin Initiative, which is intended to facilitate the development of Caribbean Basin economies by providing beneficiary countries with duty-free access to the U.S. market for most goods. CBERA benefits have no set expiration. Refer to <u>General Note 7</u> for an up-to-date list of which countries currently qualify for CBERA, as well as for the country of origin requirements for CBERA.

Antigua and Barbuda Aruba Bahamas Barbados Belize Curaçao Dominica Grenada Guyana Haiti Jamaica Montserrat St. Kitts and Nevis Saint Lucia Saint Vincent and the Grenadines Trinidad and Tobago British Virgin Islands

### United States-Caribbean Basin Trade Partnership Act (CBTPA) [R]

CBTPA is part of the Caribbean Basin Initiative, which is intended to facilitate the development of Caribbean Basin economies by providing beneficiary countries with duty-free access to the U.S. market for most goods. CBTPA is currently in place until 2030. Refer to <u>General Note 17</u> for an up-to-date list of which countries currently qualify for CBTPA, as well as for the country of origin requirements for CBTPA.

Barbados Belize Curaçao Guyana Haiti Jamaica Saint Lucia Trinidad and Tobago

<sup>&</sup>lt;sup>6</sup> Products from Haiti are subject to additional benefits under CBERA, including expanded market access for apparel and more lenient rules of origin. Refer to <u>this resource</u> for details. These preferences are scheduled to expire in 2025.

#### African Growth and Opportunity Act (AGOA) [D]

AGOA provides eligible sub-Saharan African countries with duty-free access to the U.S. market for over 1,800 products. AGOA is currently in place until 2025. Refer to <u>General Note</u> <u>16</u> for an up-to-date list of which countries currently qualify for AGOA, as well as for the country of origin requirements for AGOA.

Throughout most of the U.S. Harmonized Tariff Schedule, AGOA will be denoted in the "Special" column with the tariff preference code "D," which artists should insert in front of the U.S. Harmonized Tariff Schedule number on all forms. However, artists should take note that for textiles and apparel, a "D" will not be listed in the "Special" column. Instead, artists should consult heading 9819 in <u>Chapter 98 of the U.S. Harmonized Tariff Schedule</u>.<sup>7</sup> If their goods fall under any of these subheadings, artists should list the appropriate 9819 heading as their U.S. Harmonized Tariff Schedule number. No tariff preference code is needed for such goods.

Republic of Angola Republic of Benin Republic of Botswana Burkina Faso Republic of Cape Verde Central African Republic Republic of Chad Union of the Comoros Democratic Republic of Congo Republic of Congo Republic of Côte d'Ivoire Republic of Djibouti Eswatini Gabonese Republic TheGambia Republic of Ghana Republic of Guinea-Bissau Republic of Kenya Kingdom of Lesotho Republic of Liberia Republic of Madagascar Republic of Malawi Republic of Malawi Republic of Mozambique Republic of Namibia Republic of Niger Federal Republic of Nigeria Republic of Rwanda Democratic Republic of São Tomé and Príncipe Republic of Senegal Republic of Sierra Leone Republic of South Africa United Republic of Tanzania Republic of Togo Republic of Uganda Republic of Zambia

<sup>&</sup>lt;sup>7</sup> The Republic of Rwanda is frequently exempted from qualification under the 9819 heading.

# Chapter 2 Exporting Unsold Goods from the United States



# 2.1-Introduction to Exporting

While ideally all artwork will be sold at the Market, artists should have a plan for what to do with excess inventory. We recommend exporting all unsold goods via **Air Service: UPS, FedEx or DHL**. A shipping company representative will be present after the close of the Market to facilitate this process. Alternatively, artists may choose to hand carry their unsold goods back to their home country.

While there are no paperwork requirements to export artwork from the United States, **paperwork similar to the paperwork required for importation into the United States** (like an Invoice, a Packing List, and a Certificate of Origin) may be required by the artist's home country. Artist's must accurately complete such paperwork in conformity with their home country's regulations. Additionally, artists shipping their goods will be **required to complete a Bill of Lading or Air Waybill.** Please refer to the instructions in Section 1.5(C).

The International Folk Art Market assumes no responsibility for any products refused departure from the United States, refused entry into the artist's home country, or confiscated by any government agency. **Artists are responsible for paying all shipping and/or customs and duty fees.** While IFAM does provide a shipping agent for artists to use if they need assistance, IFAM does not assume costs for exporting back to the artist's home country. As such, artists should only bring goods that they expect to sell at the market.

Artists who are traveling to the United States on B1 Temporary Business Visitor Visas are not permitted to personally sell art while in the United States, pursuant to <u>22 C.F.R. § 41.31(b)(1)</u>. All art must be sold through the International Folk Art Market. This means that artists cannot sell unsold art after the Market has ended while they are present in the United States. Artists may take orders and arrange for future delivery of goods and payment once they are out of the country, but money cannot change hands while the artist is physically present in the U.S.

Export Timeline

TODAY

Think about what you want to do with your goods if they do not sell at the market. Do you want to make an arrangement to send them elsewhere in the United States? Do you want to bring them back with you? Are you willing to have them destroyed?



December 15

If you are planning to export back to a US sanctioned country (Cuba, Iran, Syria, Crimea or North Korea) please fill out a specific license application.

July 5 Arrive at the Market with a plan of what you are doing with your goods if they do not sell, including contact and shipping information if you plan to transfer the goods.



July 10

As soon as possible after the Market has ended, file the appropriate forms with your shipping carrier and complete the Duty Drawback form. Please feel free to reach out to IFAM for assistance during this process. There will be a shipping agent at the Market to assist you.



3

QUESTIONS? Email nadiaefolkartmarket.org



Before Leaving ... Make sure you have sent your goods

elsewhere in the United States, filled out the paperwork to export your goods back to your country, or ensured the goods are destroyed in the presence of a CBP official to get your duty back.

# 2.2-Electronic Export Information Filing

An Electronic Export Information filing, pursuant to <u>15 C.F.R. § 30.2</u>, is required **if the value of the artist's goods are greater than \$2500** or if the goods require an export license pursuant to <u>15 C.F.R. § 758.1</u>. If either criteria is met, artists are required to prepare an Electronic Export Information Filing (EEI) and file it with US Customs and Border Patrol through the <u>Automated</u> <u>Commercial Environment (ACE)</u> and within that, AES Direct. This helps the Census Bureau gather data. A brief walkthrough for how to file is linked <u>here</u>. The <u>Census Bureau website</u> and <u>AES Direct User Guide</u> are useful resources for additional information.

In most cases, the filing must be done from one to 24 hours prior to the actual export of the shipment depending on the method of transportation (e.g. shorter times are allowed for express shipments).

# 2.3-Duty Drawback

Duty drawback, pursuant to <u>19 U.S.C. § 1313(j)</u>, is a refund of duties imposed on imported merchandise that is not sold and is reexported from the United States. Most **shipping companies offer services to complete the duty drawback process** for their customers. Alternatively, artists may hire a <u>licensed customs broker</u> to file a claim on their behalf. However, this handbook provides instructions should artists choose to complete the process on their own.

All drawback claims must be filed electronically through ACE Secure Data Portal. Artists can create an ACE account <u>here</u>. A drawback claim, pursuant to <u>19 C.F.R § 190.51</u>, must consist of the Notice of Intent to Export, Destroy or Return Merchandise for Purposes of Drawback, the Drawback Entry, applicable import entry data, and evidence of exportation. The Notice of Intent to Export must be filed with CBP at least **5 working days prior to the date of intended exportation**. However, the other elements of the drawback claim may be completed **after the goods have been exported**, so long as the drawback claim is completely filed within 5 years of the goods importation into the United States.



The purpose of these duty drawback forms is for artists to be reimbursed for duties paid upon importation for goods which were not sold and are being reexported to the artist's home country. Failure to complete these forms or inaccurate completion can result in artists forgoing reimbursement.

# A. Notice of Intent to Export, Destroy or Return Merchandise for Purposes of Drawback (<u>19 C.F.R § 190.35</u>)

The artist must **file online** the Notice of Intent to Export, Destroy or Return Merchandise for Purposes of Drawback **at the port of intended examination** at least **5 working days prior to the date of intended exportation**. Within 2 working days, CBP will then notify the artist of CBP's decision to either examine the merchandise to be exported, or to waive examination. If CBP notifies the artist that the examination has been waived, then the goods may be exported. If CBP notifies artists that they need to examine the merchandise, then the goods need to be presented to CBP at the port of exportation.



DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0075 EXPIRES: 01-31-2021

#### NOTICE OF INTENT TO EXPORT, DESTROY OR RETURN MERCHANDISE FOR PURPOSES OF DRAWBACK

19 CFR 190

	10 011	100					
1. Exporter or Destroyer (Company Name)	- 10 (M/A)	2. Drawback Entry No.	4. Intended Date of A	Action			
Address		- 3. Intended Action	5. Drawback Office				
Street 1		- Export Destroy					
Street 1           Street 2           City           State							
City State	Zip	DATE RECEIVED					
I.D. Number (Select One)							
6. Company/Broker		7. Location of Merchandise					
Contact Name (Last, First, MI)		-					
Address		- 8. Method of Destruction					
Street 1							
Street 2							
Street 2	Zin	<ul> <li>9. Location of Destruction</li> </ul>					
Phone Ext	Zip	-					
Email							
10. Exporting Carrier Name (if known)		11. Intended Port of Export	((				
10. Exporting Carrier Name (if known)		11. Intended Port of Export					
12. Unique Identifier No. 13.	. T & E No.	14. Country of Ultimate Des	stination				
15. Import Entry No. & Line Item No. 16.	Description of Merchandise	(Include Part/Style/Serial Numbers	s)				
17. Drawback Amount 18. Quantity & U	nit of Measure	19. HTSUS No./Schedul	e B				
J1 J2	Same Condition Drawback u Distilled Spirits, Wine or Bee 26 U.S.C. 5062 (c)	Inder NAFTA Ship Prunder Defe	Merchandise ped without Consent ctive at Time of Impor Conforming to Sample rned Retail Merchand	or Specifications			
21. Preparer Information	v						
Last Name Firs	t Name X	Signature	— THIS FORM	THIS FORM MUST BE UPLOADED WITH THE			
Last Name	i vi	Signature	UPLOADE				
			DRAWBA	DRAWBACK CLAIM			
Title		Date					
	CBP USE						
Examination Required or Waived	Present Merchandise t	to CBP at:	Destruction to b	Destruction to be Witnessed by			
(Additional information may be required if exam requested, T & E may be required)			Customs 🗌 Y	′es 🗌 No			
Printed Name	Phone Number	Signature & Badge No.	C	Date			
		x					
Port	Comments/Results of Exan	mination or Witnessing of Destr	uction.	te Destroyed or			
(2 200)	(Merchandise matches invo			am Conducted			
Printed Name of Examining Officer	Phone Number	Signature & Badge No.	. Da	to			
Finded Name of Examining Onicer		X	.   Da				

#### How to fill out:

1. Exporter or Destroyer Name/Address of the artist and record their IRS, Social Security or assigned CBP Number.

2. Drawback Entry No.

Number is company generated and is assigned by the exporter of merchandise.

*3. Intended Action* Mark Export.

#### 4. Intended Date of Action

Mark date artist intends to export the good.

#### 5. Drawback Office

Indicate which of the 4 offices where the artist will file their drawback electronically. Locations are as follows

- a. Chicago (3901)
- b. Houston (5301)
- c. New York (1001)
- d. San Francisco (2809)

## 6. Company/Contact Name/Address/Phone and Email

Insert information about Customs Broker if using one.

#### 7. Location of Merchandise

Name and Street Address where merchandise is currently located at the time of filing.

8. *Method of Destruction* Leave this section blank.

9. Location of Destruction Leave this section blank.

*10. Exporting Carrier Name* Name of shipping company (UPS, FedEx etc.).

#### 11. Intended Port of Export

Indicate 4 digit CBP code of port where exportation will occur. If different from port of intended examination, a T&E document must be filed to effect the shipment.

#### 12. Unique Identifier No.

List the bill of lading number or export invoice number.

13. T&E No.

No need to fill this section out if exporting from the port of intended inspection.

*14. Country of Ultimate Destination* Artist's home country.

#### 15. Import Entry No. and Line Item No.

The Import Entry Number can be found on Line 23 of the Entry Summary Form (CBP 7501) that the artist's shipping company completed upon import into the United States. The Line Item Number refers to the order in which the same goods were listed on their importation forms to the US.

#### 16. Description of Merchandise

Provide a detailed description of the goods consistent with that provided on the import documents.

#### 17. Drawback Amount

Provide the amount of drawback to be claimed in dollars. Claimants are required to calculate the drawback themselves. The amount of drawback requested on the drawback entry cannot be greater than 99 percent of the import duties eligible for drawback. See <u>19 C.F.R § 181.44</u> for more detailed instructions on calculating the drawback amount.

#### 18. Quantity & Unit of Measure

Provide the quantity of each individual item and applicable unit measurement to each individual item. We recommend using weight in kilograms.

#### 19. HTSUS No./ Schedule B

List the same U.S. Harmonized Tariff Schedule number as was entered on the import documentation (see Chapter 1.7).

#### 20. Drawback to be filed as

Label this as an "Unused Merchandise Drawback" "J1."

*21. Preparer information* Artist's information.

### B. Drawback Entry (<u>19 C.F.R § 190.51</u>)

The Drawback Entry must be **submitted online as part of the drawback claim**. This may be filed **after the goods have been exported**, so long as the drawback claim is complete within 5 years of the goods importation into the United States. For more detailed instructions on filing Drawback Entry, please see the following <u>instructions</u>.

#### How to complete:

*Name of Exporter* Fill in the artist's full name.

*Claimant Identification Number* Record the artist's IRS, social security or CBP assigned number of the artist

*Drawback Entry Number* Number is company generated and is assigned by the exporter of merchandise.

*Was the eligible merchandise exported or destroyed?* Exported

*Surety Code* Leave this section blank.

*Bond Type* Leave this section blank.

#### Port Code for the Drawback Office Where the Claim is Being Filed

Indicate which of the 4 offices where the artist will file their drawback electronically. Locations are as follows

- a. Chicago (3901)
- b. Houston (5301)
- c. New York (1001)
- d. San Francisco (2809)

#### Broker Identification Number

For artists completing this process without a custom's broker, leave this section blank.

*Unique Import Tracing Identification Numbers (ITIN) (if applicable)* Leave this section blank.

#### Unique Export Identifier

List the bill of lading number or export invoice number.

## Indicate whether the designated imported merchandise was transferred to the drawback claimant prior to the exportation

If the artist is the one who imported the artwork and is now doing the exporting and duty drawback process, indicate "no."

*Country of Ultimate Destination* Artist's home country.

#### Import Entry Number and Line Item Number

The Import Entry Number can be found on Line 23 of the Entry Summary Form (CBP 7501) that the artist's shipping company completed upon import into the United States. The Line Item Number refers to the order in which the same goods were listed on their importation forms to the US.

#### Description of the Merchandise

Provide a detailed description of the goods consistent with that provided on the import documents.

#### Value of Exported Merchandise

The value of the exported merchandise should be declared the same as it was on import to the United States. Please see Section 1.5A(4) or 19 C.F.R. 190.11 for a detailed discussion of calculating the value of a good.

#### Drawback Amount

Provide the amount of drawback to be claimed in dollars. Claimants are required to calculate the drawback themselves. The amount of drawback requested on the drawback entry cannot be greater than 99 percent of the import duties eligible for drawback. See <u>19 C.F.R § 181.44</u> for more detailed instructions on calculating the drawback amount.

#### Amount of Duties Paid

List the amount of duties paid on each good upon importation.

#### Quantity & Unit of Measure

Provide the quantity of each individual item and applicable unit measurement of each item. We recommend using weight in kilograms.

#### HTSUS Classification

List the same U.S. Harmonized Tariff Schedule number as was entered on the import documentation (see Section 1.7).

#### Provision(s) under which drawback is claimed

Drawback is claimed under 19 U.S.C. § 1313(j)

Please leave blank any sections regarding "merchandise that was destroyed" and regarding "substitution unused merchandise drawback claims."

## C. Applicable Import Entry Data

Applicable import entry data must be **submitted online as part of the Drawback Claim.** This may be filed **after the goods have been exported**, so long as the drawback claim is complete within 5 years of the goods importation into the United States. Applicable import entry data can include the Entry Summary Form (Form 7501) that was filled out by the artists' shipping carrier upon import, as well as the original commercial invoice and any inventory receipts.

### D. Evidence of Exportation (<u>19 C.F.R. § 190.72</u>)

Evidence of exportation must be **submitted online as part of the Drawback Claim**. This may be filed **after the goods have been exported**, so long as the drawback claim is complete within 5 years of the goods importation into the United States.

The **export Bill of Lading**, **Air Waybill**, **or postal records will suffice** as evidence of exportation. A **detailed customs slip** at the country of entry would likely suffice as evidence of exportation for artists hand carrying goods provided it contains all of the necessary export data listed in <u>19 C.F.R. § 190.72(a)</u>.

# 2.4-Hand Carrying Goods

Artists who choose to hand carry their goods back to their home country will not be required to complete a Bill of Lading/ Air Waybill or a Packing List. Artists may be required to complete a Customs Declaration Form and an Invoice, depending on their home countries' regulations.

Artists should also still apply for duty drawback pursuant to the instructions in Section 2.3. Artists must ensure they retain a copy of the Customs Declaration Form they fill out upon arrival in their home country, as this would likely suffice as evidence of exportation provided it contains all of the necessary export data listed in <u>19 C.F.R. § 190.72(a)</u>.

# Chapter 3 Special Guidance for Artists from Sanctioned Countries



The Office of Foreign Assets Control (OFAC) of the U.S. Treasury Department administers regulations and executive orders that impose a variety of sanctions on **countries**. Sanctions are an economic tool used by countries for the furtherance of foreign relations, peacekeeping, and conflict resolution. Restrictions imposed by the sanctions vary but can include bans on imports or exports of goods or services, including bans on certain payments. See <u>Sanctions Programs</u> and <u>Country Information</u> for an up-to-date list of the OFAC sanctions in place on a country-by-country basis.

In addition to placing sanctions on countries, OFAC also imposes sanctions on **individuals and entities**. See <u>Specially Designated Nationals</u> (SDN) for a list of individuals and entities that United States persons are **generally prohibited from dealing with**. Additionally, if these individuals' property comes into the United States, it is **blocked**.

A license is an authorization from OFAC to engage in a transaction that otherwise would be prohibited. A **general license** authorizes a particular type of transaction for a class of persons without the need to apply for a specific license. On a case-by-case basis OFAC considers applications for **specific licenses** to authorize transactions that are neither exempt nor covered by a general license. Requests for a specific license must be submitted to <u>OFAC's Licensing</u> <u>Division</u> and should be made six months to a year in advance.

In addition to OFAC, other U.S. government agencies may have sanctioned certain individuals. The <u>Consolidated Screening List</u> enables parties to search individuals by name and address to determine whether the individual is subject to sanctions by the Departments of Commerce, State, and the Treasury. This list includes all individuals on the SDN list.

Some countries that are subject to OFAC sanctions which may affect artists' abilities to participate in the Market are Cuba, Syria, Iran, and Russia. Artist's who are from one of these countries should **contact nadia@folkartmarket.org** to be put in touch with IFAM's sanctions attorney.

# APPENDIX



Ilya Kazakov, Kazakhstan

Packing List of				
Exporter's nar	me			
Item description	Quantity			

#### **Pro Forma Invoice**

Importers Statement Of Value Or The Price Paid In The Form Of An Invoice

Not being in possession of a commercial seller's or shipper's invoice I request that you accept the statement of value or the price paid in the form of an invoice submitted below:

in the form of an involce sublinted below.	
Name of Shipper	Address of Shipper
Name of Consignee	Address of Consignee

The merchandise has has not been purchased or agreed to be purchased by me.

The prices, or in the case of consigned goods the values, given below are true and correct to the best of my knowledge and belief, and are based upon: (Check basis with an "X")

(a) The price paid or agreed to be paid (\_) as per order dated \_\_\_\_\_.

(b) Advices from exporter by letter ( ) by cable () dated \_\_\_\_

(c) Comparative values of shipments previously received (\_) dated \_\_\_\_\_.

(d) Knowledge of the market in the country of exportation ().

(e) Knowledge of the market in the United States (if U.S. Value) ().

(f) Advice by CBP (\_).

(g) Other (\_) \_\_\_\_\_.

/Nos. Description of Produc	ct (HTSUS)	Quantity	Unit Value	Total Value		
Total Invoice Value						
nvoice Value			1	1		

Check which of the charges below are, and which are not included in the values listed:

Amount	Included	Not included
Packing		
Cartage		
Inland Freight		
Wharfage and loading abroad		
Lighterage		
Ocean freight		
U.S. Duties		
Other Charges (identify by name and amount)		

Country of origin

If any other invoice is received, I will immediately file it with an authorized CBP official.

Signature of person making invoice\_\_\_\_\_

Date\_\_\_\_\_

# **CERTIFICATION OF ORIGIN**

Select Country

B	LA	N	K	ЕΤ	0	Ν	LY:	
---	----	---	---	----	---	---	-----	--

IMPORTER		EXPORTER	
Name:		Name:	
Address:		Address:	
State/Province:		State/Province:	
Zip/Postal Code:		Zip/Postal Code:	
Country:	United States of America 🔹	Country:	· ·
Phone:		Phone:	
Email:		Email:	
Additional Informat	ion / Notes	PRODUCER	Same as Exporter
		Name:	
		Address:	
		State/Province:	
		Zip/Postal Code:	
		Country:	· · ·
		Phone:	
		Email:	

#### Product(s) for which preference is claimed

Blanket Period

Origin	Quantity	Description	HTSUS #	Invoice #	Invoice Date
	Origin	Quantity Origin	Description Quantity Origin	HTSUS # Description Quantity Origin	Invoice #     HTSUS #     Description     Quantity     Origin

#### **I CERTIFY THAT:**

The information on this document is true and accurate and I assume the responsibility for proving such representations. I understand that I am liable for any false statements or material omissions made on or in connection with this document;

I agree to maintain and present upon request, documentation necessary to support these representations;

The goods comply with all requirements for preferential tariff treatment specified for those goods in the

Agreement; and

This document consists of pages, including all attachments.

Signature: (click or hand sign)		
Name & Title:		
Date:	Role:	•
Phone:		
Email:		

PAPERWORK REDUCTION ACT NOTICE: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number. The control number for this collection is 1651-0117. The estimated average time to complete this format is 2 hours. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection Office of Regulations and Rulings, 90 K Street, NE, 10th Floor, Washington DC 20229.



#### U.S. Customs and Border Protection

#### **Customs Declaration**

#### FORM APPROVED OMB NO.1651-0009

19 CFR 122.27, 148.12, 148.13, 148.110, 148.111, 19 USC 1498; 31 CFR 5316

Each arriving traveler or responsible family member must provide the following information (only ONE written declaration per family is required). The term "family" is defined as "members of a family residing in the same household who are related by blood, marriage, domestic relationship, or adoption."

1	Family Name						
	First (Given)				Middle		
2	Birth date	Month	D	)ay		Year	
3	Number of Fai	mily member	rs travelin	g wi	ith you		
4	(a) U.S. Street	t Address (ho	tel name/o	dest	ination)		
	(b) City				(C)	State	
5	Passport issu	led by (coun	try)				
6	Passport nun	nber					
7	Country of Re	sidence					
8	Countries vis						
	trip prior to U.S						
9	Airline/Flight	No. or Vesse	el Name				
10		Aller Int	trip is <b>bu</b>	sine	ess:	Yes	No
11	I am (We are)						
	(a) fruits, vege	tables, plants	s, seeds, f	ood	, insects	: Yes	No
	(b) meats, anii	mals, animal/	wildlife pro	oduo	cts:	Yes	No
	(c) disease ag	1011				Yes	No
	(d) soil or have					Yes	No
12	I have (We hav		se proximit	y of	livestocl	k: Yes	No
	(such as touchin						
13		, ,			etary in		
	over \$10,000					Yes	No
	(see definition of					N.	
14						Yes	No
	(articles for sale						
	or goods that are		100		10 A	aludina aa	
15	RESIDENTS- merchandise I						
	gifts for some					s	
	the U.S.) and a VISITORS-th						
	will remain in t	he U.S., inclu				\$	
	merchandise i	S:					
	ad the instruction he items you m		ck of this f	form	n. Space	is provide	d to list
	AVE READ THE IM		MATION OF	U TLU			
				• (fil	L REVERS	C SIDE OF II	IS FURM

Signature

х

Date (month/day/year)

CBP Form 6059B (8/21)

U.S. Customs and Border Protection Welcomes You to the United States

U.S. Customs and Border Protection is responsible for protecting the United States against the illegal importation of prohibited items. CBP officers have the authority to question you and to examine you and your personal property. If you are one of the travelers selected for an examination, you will be treated in a courteous, professional, and dignified manner. CBP Supervisors and Passenger Service Representatives are available to answer your questions. Comment cards are available to compliment or provide feedback.

#### Important Information

- U.S. Residents-Declare all articles that you have acquired abroad and are bringing into the United States.
- Visitors (Non-Residents)-Declare the value of all articles that will remain in the United States.
- Declare all articles on this declaration form and show the value in U.S. dollars. For gifts, please indicate the retail value.
- Duty-CBP officers will determine duty. U.S. residents are normally entitled to a duty-free exemption of \$800 on items accompanying them. Visitors (non-residents) are normally entitled to an exemption of \$100. Duty will be assessed at the current rate on the first \$1,000 above the exemption.
- Agricultural and Wildlife Products-To prevent the entry of dangerous agricultural pests and prohibited wildlife, the following are restricted: Fruits, vegetables, plants, plant products, soil, meat, meat products, birds, snails, and other live animals or animal products. Failure to declare such items to a Customs and Border Protection Officer/ Customs and Border Protection Agriculture Specialist/Fish and Wildlife Inspector can result in penalties and the items may be subject to seizure.

Controlled substances, obscene articles, and toxic substances are generally prohibited entry. The importation of merchandise into the U.S. that infringes intellectual property rights may subject travelers to civil or criminal penalties and may pose serious risk to safety or health.

The transportation of currency or monetary instruments, regardless of the amount, is legal. However, if you bring into or take out of the United States more than \$10,000 (U.S. or foreign equivalent, or a combination of both), you are required by law to file a report on FinCEN 105 (formerly Customs Form 4790) with U.S. Customs and Border Protection. Monetary instruments include coin, currency, travelers checks and bearer instruments such as personal or cashiers checks and stocks and bonds. If you have someone else carry the currency or monetary instrument for you, you must also file a report on FinCEN 105. Failure to file the required report or failure to report the total amount that you are carrying may lead to the seizure of all the currency or monetary instruments, and may subject you to civil penalties and/or criminal prosecution. SIGN ON THE OPPOSITE SIDE OF THIS FORM AFTER YOU HAVE READ THE IMPORTANT INFORMATION ABOVE AND MADE A TRUTHFUL DECLARATION.

Description of Articles (List may continue on another CBP Form 6059B)	Value	CBP
(List may continue on another CBP Form 6059B)	value	Use Only
Total		

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#### NOTICE OF INTENT TO EXPORT, DESTROY OR RETURN MERCHANDISE FOR PURPOSES OF DRAWBACK

19 CFR 190

1. Exporter or Destroyer (C			2.1	Drawback Entry No.	4. Intended Date	Intended Date of Action		
Address					Intended Action	5 Drowbook Off		
Street 1				3. Intended Action 5. Drawback Office			ce	
Street 2					Export Destroy			
Street 2	State	Zip			DATE RECEIVED			
I.D. Number (Select One)								
6. Company/Broker				7.1	Location of Merchandise			
Contact Name (Last, First, M	11)							
Address				8.1	Method of Destruction			
Street 1								
Street 1           Street 2           City         State					Location of Destruction			
City	City State Zip			9.1	Location of Destruction			
Phone Ext								
Email								
10. Exporting Carrier Name	e (if known)			11.	Intended Port of Export			
12. Unique Identifier No.	12. Unique Identifier No. 13.			14.	. Country of Ultimate Des	tination		
15. Import Entry No. & Line	Description	fMarahandiaa		le Part/Style/Serial Numbers	<b>`</b>			
15. Import Entry No. & Line	. Description o	rmerchandise	(Includ	le Part/Style/Serial Numbers	)			
17. Drawback Amount	18. Quantity & L	nit of Measure	)	19. HTSUS No./Schedule B				
20. Drawback to be filled as	s'				Rejected	Merchandise		
Unused Merchandise I		Same Condition	on Drawback u	nder N		ed without Conse	ent	
J1 J2						ctive at Time of In		
			ed Spirits, Wine or Beer under			nple or Specifications		
Manufacturing Drawba	ICK	26 U.S.C. 506	62 (C)		🔲 Retur	ned Retail Merch	andise	
21. Preparer Information								
			x					
Last Name	Firs	t Name	A		Signature		THIS FORM MUST BE	
					elgilatare		UPLOADED WITH THE	
						DRAW	BACK CLAIM	
	Title			Date	9			
			CBP USE	ONL	.Y			
Examination 🗌 Required	l <u>or</u> 🗌 Waived	Present	Merchandise t	o CBF	P at:	Destruction	Destruction to be Witnessed by	
(Additional information may be requested, T & E may be requi						Customs [	Yes 🗌 No	
Printed Name	· · /	Phone N	Number	S	ignature & Badge No.		Date	
				X				
Port					on or Witnessing of Destru	uction.	Date Destroyed or	
		(Merchandis	e matches invo	ice de	escription)		Exam Conducted	
Printed Name of Examining	o Officer	Phone Numb	per		Signature & Badge No.		Date	
		Ext		X				



## DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

#### NOTICE OF INTENT TO EXPORT, DESTROY OR RETURN MERCHANDISE FOR PURPOSES OF DRAWBACK - CONTINUATION

15.	16.	17.	18.	19.
Import Entry No. & Line Item No.	Description of Merchandise (Include Part/Style/Serial Numbers)	Drawback Amount	Quantity &	HTSUS No./
& Line Item No.	(Include Part/Style/Serial Numbers)		Unit of Measure	Schedule B
			1	

Initial of CBP Official (Acknowledgment follow on page content has been reviewed)