2.1(c), 2.2, 11.3, and 14(d) of the SCM Agreement as a consequence of the application of an erroneous legal standard. In particular, we found that in several administrative reviews China failed to demonstrate the application of an improper legal standard. Further, we have determined that, in the Section 129 determinations at issue, China had not made a \textit{prima facie} case that the USDOC applied an improper legal standard in each determination.

7.482. As China itself states:

\begin{quote}
In order to establish the existence of the ongoing conduct that it challenges, China needs to establish that the USDOC applied unlawful public body, benefit, input specificity, land specificity, and export restraints legal standards in "successive determinations by which duties are maintained [in] connected stages … involving [the] imposition, assessment and collection of duties under the same [countervailing] duty order".\footnote{China's second written submission, para. 257.}
\end{quote}

7.483. We are not convinced that the evidence on the record of this compliance proceeding demonstrates the existence of consistent violations of the SCM Agreement nor that such inconsistencies would be replicated in subsequent proceedings. Although there is "a string of connected and sequential determinations" under each countervailing duty order, we fail to see the "unchanged component" in each of these successive proceedings.\footnote{Appellate Body Report, \textit{US – Continued Zeroing}, paras. 180-181.} On the contrary, there are variations in the legal standards applied, and the WTO-consistency of the resulting determinations by the USDOC, in the various stages and proceedings in each of the relevant investigations.

7.484. We thus conclude that China has failed to demonstrate the existence of ongoing conduct inconsistent with Articles 1.1(a)(1), 1.1(b), 2.1(c), 2.2, 11.3, and 14(d) of the SCM Agreement and with Articles 19.1, 19.3, and 19.4 of the SCM Agreement.

\section*{8 CONCLUSIONS AND RECOMMENDATION}

8.1. For the reasons set forth in this Report, the Panel concludes as follows:

\begin{itemize}
\item[a.] With respect to China's "as applied" claim under Article 1.1(a)(1) of the SCM Agreement, China has not demonstrated that the United States acted inconsistently with Article 1.1(a)(1) of the SCM Agreement in the Pressure Pipe, Line Pipe, Lawn Groomers, Kitchen Shelving, OCTG, Wire Strand, Seamless Pipe, Print Graphics, Aluminum Extrusions, Steel Cylinders, and Solar Panels Section 129 proceedings.
\item[b.] With respect to China's "as such" claim under Article 1.1(a)(1) of the SCM Agreement, China has not demonstrated that the Public Bodies Memorandum is inconsistent "as such" with Article 1.1(a)(1) of the SCM Agreement.
\item[c.] With respect to China's claim under Articles 1.1(b) and 14(d) of the SCM Agreement, China has demonstrated that the United States acted inconsistently with Articles 1.1(b) and 14(d) of the SCM Agreement in the OCTG, Solar Panels, Pressure Pipe, and Line Pipe Section 129 proceedings.
\item[d.] With respect to China's claim under Article 32.1 of the SCM Agreement, China has not demonstrated that the United States acted inconsistently with Article 32.1 of the SCM Agreement in the OCTG, Line Pipe, Pressure Pipe, and Solar Panels Section 129 proceedings.
\item[e.] With respect to China's claim under Article 2.1(c) of the SCM Agreement, China has demonstrated that the United States acted inconsistently with Article 2.1(c) of the SCM Agreement in the Pressure Pipe, Line Pipe, Lawn Groomers, Kitchen Shelving, OCTG, Wire Strand, Seamless Pipe, Print Graphics, Aluminum Extrusions, Steel Cylinders, and Solar Panels Section 129 proceedings.
\end{itemize}
f. With respect to China's claim under Article 2.2 of the SCM Agreement, China has not demonstrated that the United States acted inconsistently with Article 2.2 of the SCM Agreement in the Thermal Paper Section 129 proceeding.

g. With respect to China's claim concerning the final determination of the USDOC in the original Solar Panels investigation, China has demonstrated that the United States acted inconsistently with Articles 1.1(a)(1), 1.1(b), 2.1(c), and 14(d) of the SCM Agreement in the final determination of the original Solar Panels investigation.

h. With respect to China's claims concerning the Kitchen Shelving, OCTG, Aluminum Extrusions, Solar Panels, and Magnesia Bricks administrative reviews:

i. China has demonstrated that the United States acted inconsistently with Articles 1.1(a)(1) and 2.1(c) of the SCM Agreement in the three Kitchen Shelving administrative reviews.

ii. China has demonstrated that the United States acted inconsistently with Articles 1.1(a)(1) and 2.1(c) of the SCM Agreement in the first OCTG administrative review and that the United States acted inconsistently with Article 2.1(c) of the SCM Agreement in the second OCTG administrative review.

iii. China has not demonstrated that the United States acted inconsistently with Articles 1.1(b) and 14(d) of the SCM Agreement in the first OCTG administrative review nor that the United States acted inconsistently with Articles 1.1(a)(1), 1.1(b), and 14(d) of the SCM Agreement in the second OCTG administrative review.

iv. China has demonstrated that the United States acted inconsistently with Articles 1.1(a)(1) and 2.1(c) of the SCM Agreement in the first Aluminum Extrusions administrative review and that the United States acted inconsistently with Article 2.1(c) of the SCM Agreement in the second and third Aluminum Extrusions administrative reviews.

v. China has not demonstrated that the United States acted inconsistently with Article 1.1(a)(1) of the SCM Agreement in the second and third Aluminum Extrusions administrative reviews.

vi. China has demonstrated that the United States acted inconsistently with Article 2.1(c) of the SCM Agreement in the first Solar Panels administrative review.

vii. China has not demonstrated that the United States acted inconsistently with Articles 1.1(a)(1), 1.1(b), and 14(d) of the SCM Agreement in the two Solar Panels administrative reviews nor that the United States acted inconsistently with Article 2.1(c) of the SCM Agreement in the second Solar Panel administrative review.

viii. China has not demonstrated that the United States acted inconsistently with Articles 11.3 and 12.7 of the SCM Agreement in the two Magnesia Bricks administrative reviews.

i. China has not demonstrated that the United States acted inconsistently with Article 21.3 of the SCM Agreement in the Thermal Paper, Pressure Pipe, Line Pipe, Kitchen Shelving, OCTG, Wire Strand, Magnesia Bricks, Seamless Pipe, Print Graphics and Aluminum Extrusions sunset reviews.

j. With respect to the ongoing conduct of imposing, assessing, and collecting countervailing duty and cash deposits under the countervailing duty orders at issue, China has not demonstrated the existence of ongoing conduct inconsistent with Articles 1.1(a)(1), 1.1(b), 2.1(c), 2.2, 11.3, and 14(d) of the SCM Agreement and with Articles 19.1, 19.3, and 19.4 of the SCM Agreement.

8.2. Under Article 3.8 of the DSU, in cases where there is an infringement of the obligations assumed under a covered agreement, the action is considered prima facie to constitute a case of
nullification or impairment. We conclude that, to the extent that the measures at issue are inconsistent with the SCM Agreement, they have nullified or impaired benefits accruing to China under that agreement.

8.3. Pursuant to Article 19.1 of the DSU, we recommend that the United States bring its measures into conformity with its obligations under the SCM Agreement.