

## RTA PROVISIONS GLOSSARY

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## 1 OVERVIEW

The WTO RTA database gathers information on the most frequent provisions included in RTAs. For each RTA, users can find what these provisions are in the corresponding ID card. Users can also search by type of provision to identify the RTAs that contain a given provision. The database

covers 127 provisions grouped according to 43 topics/ issues and is based on the most recent texts of RTAs available at the time of preparation (the date of the most recent update is indicated in the ID card of each RTA). This glossary describes the approach taken to determine whether a RTA contains the provisions identified. As RTAs evolve, **it is important to note that the information is based on the most recent texts of RTAs available at the time of preparation. Thus, there may be discrepancies between the information provided and that found in the text as notified to the WTO and included in the database.**

### 1.1 Comparison with WTO Agreements

When analysing the texts of RTAs, the comparison is with the corresponding WTO Agreements, where these exist. Thus many of the provisions indicate if the RTA specifically reaffirms the parties' rights and obligations under the WTO Agreements. While such affirmation is usually included in the relevant Chapter or Section in RTA texts, in some cases such references are included in the preamble or a general section of the RTA text. In the latter cases, we have taken this to mean that the parties reaffirm their obligations under the WTO Agreements mentioned. This is also the case for RTAs that substantially or fully reproduce the text of WTO Agreements in the RTA without specifically reaffirming the parties' rights and obligations under the WTO.

### 1.2 Rendez-vous clauses

Rendez-vous clauses or commitments to negotiate specific provisions at a later date are frequently found in RTA texts. Where these are mentioned under specific chapters or sections, the RTA has been counted as having those specific provisions, even though it is limited to a commitment to negotiate at a later date. In some cases (e.g. trade in services), there are separate provisions indicating such clauses.

### 1.3 Customs Unions

Customs Unions by definition are different from free trade and partial scope agreements. The approach taken for customs unions in general is to look at how the provisions are dealt with in trade between the parties forming the customs union, on products covered by the customs union, and not the external trade conditions of the customs union with third parties.

With regard to the **European Union**, its customs unions with San Marino and Andorra cover trade in goods only but the overall goal of these agreements is for San Marino and Andorra to align their trade and commercial policies with those of the EU. Similarly, the EU's Association Agreements with potential candidates for accession to the EU, while not customs unions, also aim to harmonize ("approximate") the laws and regulations of the two parties, in preparation for eventual accession to the EU.

### 1.4 Agreements not included in the analysis

Of the RTAs notified to the WTO, some have been excluded from this analysis: (i) all accessions to existing RTAs, which while notified separately to the WTO, are not treated as having different provisions from the original RTA; and (ii) certain agreements involving the Commonwealth of Independent States countries which are due to become inactive.<sup>1</sup>

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## 2 TRADE IN GOODS

### 2.1 All tariffs eliminated at end of implementation by at least one Party

This would be the case for instance of Singapore<sup>2</sup> and Hong Kong, China in all their agreements. Other RTAs also eliminate tariffs by at least one Party either at entry into force of the RTA or at the end of a transition period.

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<sup>1</sup> There are 13 RTAs among CIS countries that were notified to the WTO but are due to become inactive once enabling legislation is passed by the countries concerned.

<sup>2</sup> Singapore has six tariff lines in its MFN schedule which are subject to duties.

## 2.2 Tariff Rate Quotas (TRQ)

The RTA contains provisions on TRQs and/or any RTA parties apply TRQs for products imported from the other Party(ies). This includes both RTAs in which the TRQ is phased out after a transition and those in which the TRQ continues to apply indefinitely.

## 2.3 All quantitative import restrictions prohibited

The RTA contains provisions that prohibit all quantitative import restrictions except as permitted by the WTO rules (Article XI of the GATT). The provision is frequently found in RTA texts under non-tariff measures and covers both import and export restrictions. Frequently, though not always, the section also refers to GATT Article XI.

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## 2.4 Rules of Origin (RoO)

Most RTAs have rules of origin to avoid trade deflection through non-parties to the RTA area. In the case of customs unions, rules of origin generally exist only for those products that are excluded from the customs union – and those cases have triggered a "Yes".

### 2.4.1 Change of Tariff Classification Criteria (CTC)

The RTA's rules of origin use a change in tariff classification criteria to determine substantial transformation of a product, as one or the only rule providing preferential treatment under the Agreement. The change could be required at the HS Chapter level, at the heading or sub-heading levels.

### 2.4.2 Regional Value Content Criteria (RVC)

The RTA's rules of origin use regional value content as one or the only rule providing preferential treatment under the Agreement. A good is considered to meet the criteria for preferential treatment when its value increases by a specified percentage. This can be expressed either as a maximum percentage for non-originating materials used in the manufacture of the product, or a minimum domestic content requirement.

### 2.4.3 Other Criteria(s)

The RTA's rules of origin uses a technical test as a criterion to qualify a product for preferential treatment under the Agreement. Such technical tests are found for specific products, for examples chemical processes.

### 2.4.4 *De minimis* rules

*De minimis* or tolerance rules allow inputs from third parties (otherwise not permitted under the rules of origin of the RTA) in the manufacture of a product by the RTA parties as long as they do not exceed a certain percentage of the value of the product. Such rules provide greater flexibility in preferential rules of origin.

### 2.4.5 Outward-processing allowed

RTAs normally use the principle of territoriality - if an originating product leaves, even temporarily, the RTA parties' territory, such status is lost. Outward processing (OP) provisions allow, under strict conditions, fragmentation of production processes so that some operations may be carried out outside the territory of the parties (or cumulation area) while maintaining the originating status of the final product - thus integrating OP into preferential trade. Some RTAs do not include the provision but the parties have agreed to discuss the possibility of so doing - those cases have triggered a "Yes".

There are currently three main hubs for OP schemes - the EU, Singapore and the Republic of Korea.

### **2.4.6 Cumulation among Parties**

Most RTAs contain provisions permitting cumulation among the parties to the RTA - i.e. inputs sourced from one RTA partner and used in the production of goods in another will qualify for preferential treatment under the Agreement. Limitations to cumulation among the parties can be found in some RTAs.

### **2.4.7 Cumulation with non-Parties permitted**

Some RTAs allow material from non-parties to be considered as originating if certain conditions are met. This includes "diagonal" cumulation which allows materials from certain third parties - generally those with which RTAs have been concluded - to be considered as originating, as for instance provided by the EU's pan euro Mediterranean rules of origin. "Cross" cumulation is similar to diagonal cumulation, in that it counts as originating inputs from the overlapping RTAs but without requiring that a single system of preferential rules of origin be in place. In short, diagonal cumulation requires harmonization of rules of origin between participant countries, while cross-cumulation is based on mutual recognition. Some RTAs do not include the provision to cumulate with third parties but the parties have agreed to discuss the possibility of so doing - those cases have triggered a "Yes".

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## **2.5 All Export Duties and Charges prohibited**

The RTA parties agree to not adopt or maintain duties, taxes or other charges on the export of a good to the territory of the other Party(ies) unless applied or maintained on the good when destined for domestic consumption. This applies also if the taxes are to be phased out and eliminated at the end of a transition period.

## **2.6 All Export restrictions, including quantitative restrictions, prohibited**

The RTA contains provisions that prohibit all quantitative export restrictions except as permitted by the WTO rules (Article XI of the GATT). The provision is frequently found in RTA texts under non-tariff measures and covers both import and export restrictions. Frequently, though not always, the section also refers to GATT Article XI.

## **2.7 Sanitary and Phytosanitary measures (SPS)**

The RTA contains provisions on sanitary and phytosanitary measures. This includes a general statement on cooperation in SPS areas such as inspection, quarantine, or capacity building for implementation of SPS measures or that the parties respect each other's legislation on SPS measures.

### **2.7.1 Specifically reaffirms or incorporates WTO SPS Agreement**

The RTA specifically reaffirms or incorporates the WTO SPS Agreement in the RTA. This includes instances of RTAs where there is a general reference (i.e. not in the paragraph or chapter dealing with SPS) affirming the Parties' SPS rights and/or obligations under the WTO. In cases where there is no specific reaffirmation of the SPS Agreement but a substantive part of the text of the SPS Agreement is reproduced in the RTA, this is considered to reaffirm the WTO SPS Agreement as well.

### **2.7.2 Transparency obligations**

The RTA contains transparency obligations, including through the creation of a Committee.

### **2.7.3 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism for all or some SPS measures.

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## **2.8 Technical regulations, standards, technical barriers to trade (TBT)**

The RTA contains provisions on standards, technical regulations or conformity assessment procedures.

### **2.8.1 Specifically reaffirms or incorporates WTO TBT Agreement**

The RTA specifically reaffirms or incorporates (partially or entirely) the WTO TBT Agreement. In cases where there is no specific reaffirmation of the TBT Agreement but the RTA indicates that its provisions shall apply in addition to those of the TBT Agreement or in conformity with the TBT Agreement, this is considered to reaffirm the WTO TBT Agreement as well. RTAs which indicate that the WTO TBT Agreement governs the Parties' rights and obligations under between the RTA parties or that nothing in the RTA shall be construed to limit the Parties' rights and obligations under the TBT Agreement also fall in this category.

### **2.8.2 Transparency obligations**

The RTA contains transparency obligations, including through the creation of a Committee or the exchange of information. Provisions on cooperation between the Parties are not considered to be transparency obligations.

### **2.8.3 Mandatory recognition of conformity assessment results**

The RTA contains provisions on mandatory recognition of conformity assessment results for at least some sectors/products; best-endeavour provisions are not included.

### **2.8.4 Mandatory recognition of technical regulations**

The RTA provides for mandatory recognition of technical regulations for at least some sectors/products. It does not include cases which call for positive consideration to be given for recognition of technical regulations by any of the Parties.

### **2.8.5 Harmonization/alignment of TBT measures at the bilateral/regional level**

The RTA provides for (or encourages) the harmonization of standards, technical regulations and/or conformity assessment procedures between the Parties. RTAs that refer to the alignment, compatibility, or approximation of TBT measures, are also considered to provide for the harmonization of these measures.

### **2.8.6 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism for all or some TBT provisions.

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## **2.9 Safeguard Mechanisms (Goods)**

The RTA contains provisions on (global and/or RTA-specific) safeguard measures on trade in goods.

### **2.9.1 Specifically reaffirms or incorporates WTO Safeguard Agreement**

The RTA specifically reaffirms or incorporates Article XIX of the GATT 1994 and/or the WTO Agreement on Safeguards.

### **2.9.2 Exclusion of an RTA party in global safeguard action**

The RTA allows for the (possible) exclusion of an RTA party from global safeguard action. While reaffirming the rights of the Parties under Article XIX of the GATT 1994 and/or the WTO Agreement on Safeguards, some RTAs provide that imports from the RTA partner(s) shall be excluded from a global safeguard, if such imports "*do not in and of themselves cause or threaten to cause serious injury*".

### **2.9.3 RTA-specific safeguard measures permitted in the transition period or shortly thereafter**

The RTA permits the use of RTA-specific safeguard measures but only until the end of the transition period or shortly thereafter. This refers to actions taken between the RTA partners and does not include global safeguards covered by GATT Article XIX and the WTO Safeguards Agreement. This includes also agreements in which the use of the intra-RTA safeguard is permitted after the expiration of the transition period only with the consent of the other RTA Party. Since these agreements are included also in the next case (i.e. RTA-specific safeguards always permitted), they can be identified by the intersection of the two variables.

### **2.9.4 RTA-specific safeguard measures always permitted**

The RTA always permits the use of RTA-specific safeguard measures. Contrary to the previous case (i.e. RTA-specific safeguards permitted during the transition period or shortly thereafter), some RTAs never prohibit the use of intra RTA specific safeguard action. This includes also agreements in which the use of the intra-RTA safeguard is permitted after the expiration of the transition period only with the consent of the other RTA Party. Since these agreements are included also in the previous case (i.e. RTA-specific safeguards permitted during the transition period or shortly thereafter), they can be identified by the intersection of the two variables.

### **2.9.5 Special safeguard in Agriculture**

The RTA contains provisions on special safeguards in agriculture in addition to those provisions contained in the WTO Agreement on Agriculture.

### **2.9.6 Special safeguard in Textiles**

The RTA contains provisions on special safeguards in textiles.

### **2.9.7 Other Special safeguards**

The RTA contains provisions on other special safeguards such those taken to protect infant industries, in case of food shortages, or for structural adjustment, or other GATT Article XVIII type measures.

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## **2.10 Balance-of-payments measures (Goods)**

The RTA provides for measures for balance-of-payments purposes (trade in goods). The RTA therefore permits one or all parties of an RTA to take trade restrictive measures in case of balance of payments difficulties. These measures are usually permitted as long as they conform to the relevant WTO and GATT provisions.

### **2.11 Anti-Dumping measures**

The RTA contains provisions on Anti-Dumping measures.

#### **2.11.1 Specifically reaffirms or incorporates WTO Agreement on Anti-Dumping**

The RTA specifically reaffirms the Parties' rights and/or obligations contained in the WTO Agreement on Anti-Dumping or incorporates a substantive part of its text.



### **2.11.2 Prohibition of intra-RTA Anti-Dumping measures**

The RTA specifically prohibits the RTA Parties from taken anti-dumping measures against each other's products. Best-endeavour language not to use anti-dumping measures is not considered as a prohibition of the right to take such measures.

### **2.11.3 Stricter rules on imposition of intra-RTA anti-dumping measures**

The RTA does not prohibit the use of antidumping measures but limits the Parties' rights to take anti-dumping measures on each other's products, as compared to their WTO rights (e.g. measures of shorter duration; higher *de minimis*, etc.).

### **2.11.4 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism for all or some anti-dumping provisions in the Agreement.

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## **2.12 Countervailing measures**

The RTA contains provisions on countervailing measures.

### **2.12.1 Specifically reaffirms or incorporates WTO Agreement on Subsidies and Countervailing measures**

The RTA specifically reaffirms or incorporates the Parties' rights and/or obligations contained in the WTO Agreement on Subsidies and Countervailing measures, or incorporates a substantive part of its text.

### **2.12.2 Prohibition of intra-RTA countervailing measures**

The RTA specifically prohibits the RTA Parties from taking countervailing measures against each other's products. Best-endeavour language not to use countervailing measures is not considered as a prohibition of the right to take such measures.

### **2.12.3 Stricter rules on imposition of intra-RTA countervailing measures**

The RTA does not prohibit the use of countervailing measures but limits the Parties' rights to take countervailing measures against each other, as compared to their WTO rights (e.g. higher *de minimis*, etc.)

### **2.12.4 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism for all or some countervailing provisions.

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## **2.13 Subsidies (Goods)**

The RTA contains specific provisions on subsidies or other state aid (trade in goods) in addition to the corresponding disciplines of the WTO SCM Agreement. This does not include RTAs which simply re-state the provisions of the WTO SCM Agreement, nor if the parties declare that they shall work together towards an agreement in the WTO to eliminate those subsidies and prevent their reintroduction in any forum.

### **2.13.1 Prohibition of agricultural export subsidies**

The RTA contains provisions that prohibit agricultural export subsidies – either in general or only on products that are the subject of concessions. RTAs containing only a best endeavour clause have triggered a "No".

### **2.14 MFN Clause/Preferences extended from other RTAs (Goods)**

The RTA requires or allows parties to extend each other any more favourable treatment provided in the context of an RTA with a third party, either in general or for some specific products. The MFN clause may be either automatically triggered following negotiation of an RTA with a third party, or alternatively provide for discussions on the possibility of extending such MFN treatment to each other. It refers in general to preferences on imports but may also/only refer to exports.

### **2.15 Sector-specific chapter/section or other legal instrument (Goods)**

Some RTAs have separate agreements (such as on agricultural products) or other legal instruments such as side letters on specific subjects (often labour and environment), which nevertheless form an integral part of the Agreement.

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## **3 TRADE IN SERVICES AND INVESTMENT**

### **3.1 Denial of benefits**

The RTA contains provisions permitting a party to limit the benefits of the Agreement to certain companies. RTAs that do not include a denial of benefits provision *per se* but indicate the eligibility criteria for the RTA beneficiaries under other provisions, typically under the definition of a "company of the other Party", are also considered to have a denial of benefits provision. This approach is followed for instance by the EU.

### **3.2 Services**

The RTA contains provisions on trade in services, excluding review clauses, which are dealt with separately (please see below).

#### **3.2.1 Positive list**

A positive list approach implies that the obligations subject to scheduling apply only to those sectors that are specifically mentioned in the schedule and subject to any limitations and conditions recorded therein. Such an approach can be found in the General Agreement on Trade in Services (GATS).

#### **3.2.2 Negative list**

In a negative list approach the obligations subject to scheduling apply to all sectors, except those that are listed in the schedule, and subject to any specific reservations recorded therein. In other words, if the limitation is not included in the Schedule, it is assumed to be liberalized. Such an approach is found for example in NAFTA and other agreements based on the NAFTA.

#### **3.2.3 Hybrid structure**

A hybrid approach means that the Parties to an Agreement combine both a positive and a negative list when scheduling their commitments (i.e. some commitments are scheduled using a positive list and others are scheduled according to a negative list). The choice of the type of list will depend on the sector, the mode and/or the type of obligation.

### **3.2.4 Standstill provision**

The RTA contains a standstill provision (a regulatory binding). A standstill obligation requires the parties to list reservations or non-conforming measures that exist at the time of scheduling, so that commitments are bound based on the existing regulatory environment

### **3.2.5 Ratchet provision**

The RTA contains a ratchet provision which locks in future liberalization by requiring that any subsequent unilateral liberalization becomes the new binding under the RTA. In other words any amendment to a non-conforming measure will be incorporated in the RTA, provided that it does not decrease the degree of openness as it existed immediately prior to the amendment.

### **3.2.6 MFN provision (Services)**

Under a MFN provision, a RTA party must (or is encouraged to) extend to the other RTA parties any more favourable treatment granted to third parties in trade in services, whether upon request or automatically.

## **3.3 Rendez-Vous/Review/Evolutionary clause (Services)**

The RTA contains a review clause specific to trade in services under which the Parties shall or may negotiate commitments in trade in services, or review their implementation in the future.

RTAs that provide cooperation between the Parties with the aim of achieving progressive liberalization in trade in services are also considered to have a review clause. For the purposes of this database a review clause does not cover provisions on the guidelines for the modification of schedules.

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## **3.4 Investment Liberalization Provisions**

The RTA has one or more provisions on MFN, national treatment and/or investment liberalization.

### **3.4.1 MFN provision (Investment)**

The extension to RTA parties of more favourable treatment granted to third parties in trade in investment is possible in the RTA, whether upon request or automatically.

### **3.4.2 National Treatment with regard to the entry of investment (establishment)**

The RTA has a provision that requires the parties to remove all discriminatory market access barriers to the establishment of investment.

### **3.4.3 Investment liberalization**

The RTA includes a list of agreed non-conforming measures/or of commitments for investment (other than mode 3 as defined by the GATS).

## **3.5 Other Investment Provisions**

The RTA has one or more investment provisions relating to investment protection, promotion and/or ISDS.

### **3.5.1 Investment Protection**

The RTA has one or more provisions on standard of treatment, expropriation, protection in war and strife, and subrogation.

### **3.5.2 Investment Promotion**

The RTA has provisions on investment promotion. This includes best endeavour provisions and rendezvous clauses as well as economic cooperation.

### **3.5.3 Investor to State Dispute Settlement (ISDS) included**

The Agreement provides for investors to bring dispute settlement cases against the State they are operating in. Frequently this is included in a section on Investor-State Dispute Settlement.

### **3.6 Rendez-Vous clause (Investment)**

The RTA has a clause under which the parties agree to negotiate and include provisions on investment in the future.

### **3.7 Provisions on capital transfers**

The RTA contains provisions on capital transfers for services and/or investment usually committing to make such transfers free of restrictions.

### **3.8 Domestic Regulation**

The RTA contains provisions on domestic regulation in services including in cases where there is a rendez-vous clause to negotiate after a period of time.

### **3.9 Mutual Recognition**

The RTA contains provisions on mutual recognition in the field of services and services suppliers including in cases where there is a rendez-vous clause to negotiate after a period of time.

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### **3.10 Safeguard Mechanisms (Services)**

The RTA contains provisions on emergency safeguard measures (as in Article X of the GATS), including any agreement to negotiate these at a later date (rendez-vous clause).

### **3.11 Balance-of-payments measures (Services)**

The RTA has provisions permitting the Parties to take restrictive measures in the case of balance of payments difficulties.

### **3.12 Subsidies (Services)**

The RTA contains specific provisions on subsidies or other state aid (trade in services), including in any of the services specific chapters of the RTA, in addition to the corresponding disciplines of the GATS. This does not include RTAs which simply exclude subsidies from the disciplines of the Agreement, as formulated in the GATS, nor those that simply provide in general terms for the inclusion of any future GATS negotiation results on subsidies.

### **3.13 Movement of Natural Persons**

The RTA text and/or schedules of specific commitments contain provisions on the movement of natural persons.

### **3.14 Sector-specific chapter/section or other legal instrument (Services)**

The RTA contains chapters or sections or separate legal instruments on specific services sectors.

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## **4 GENERAL PROVISIONS OF THE AGREEMENT**

### **4.1 General Exceptions (Goods, Services and/or Investment)**

The RTA provides for exceptions such as those under Article XX of the GATT (for trade in goods) and Article XIV of the GATS (for trade in services).

### **4.2 Security Exceptions (Goods, Services and/or Investment)**

The RTA provides for exceptions such as those under Article XXI of the GATT (for trade in goods) and Article XIV bis of the GATS (for trade in services).

### **4.3 Accession**

#### **4.3.1 Accession open to all third parties**

The RTA provides for accession to the Agreement by all third parties, including accession "by invitation" of parties to the RTA. "Yes" also includes cases where there is a hierarchy of related RTAs with different provisions (e.g. AFTA and ASEAN, where AFTA does not permit accession by third parties while that is possible under ASEAN).

#### **4.3.2 Accession open to some third parties only**

The RTA provides for the accession of some third parties only. This would include cases where accession is limited to countries that may accede to one of the parties to the RTA (such a clause for instance is found in some RTAs involving *inter alia* the EFTA and the GCC).

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### **4.4 Dispute Settlement (DS)**

The RTA establishes a dispute settlement mechanism which could be based on a consultation mechanism between the Parties or the establishment of an arbitral tribunal or other mechanism.

#### **4.4.1 Political Settlement / Consultations only**

The RTA resolves disputes only through consultations between the Parties or through referral to a political body for resolution.

#### **4.4.2 Ad hoc Adjudicative Process**

The RTA resolves disputes through an ad hoc adjudicative process through the establishment of ad hoc tribunals.

#### **4.4.3 Standing Tribunal**

The RTA resolves disputes through referral to a Standing Tribunal (such as the European Court of Justice).

#### **4.4.4 Choice of forum**

The RTA allows Parties to choose the forum for the dispute, including the dispute settlement mechanism established by the Agreement, the WTO's Dispute Settlement Understanding or other body.

#### **4.4.5 Exclusive use of forum chosen**

The RTA establishes that once a forum for the dispute is chosen, it should be the only forum used to settle the dispute.

#### **4.4.6 Use of the WTO Dispute Settlement Understanding (DSU) prohibited**

The RTA specifically prohibits the use of the WTO Dispute Settlement Understanding. This does not include cases of the RTA only providing the option of an arbitral panel constituted under the Agreement for the settlement of disputes (and making no mention of other fora).

#### **4.4.7 Provision for financial compensation**

The RTA contains specific provisions for financial compensation to be provided by the Party found against in the dispute.

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### **4.5 Government procurement**

The RTA contains provisions on government procurement, including a "rendez-vous" clause permitting the Parties to negotiate Government procurement provisions at a date in the future.

#### **4.6 All Parties are party to the WTO Agreement on Government Procurement (GPA) at entry into force**

All the Parties of the RTA are party to the WTO Agreement on Government Procurement at the time of the entry into force of the RTA.

### **4.7 Intellectual property rights**

The RTA contains provisions on intellectual property rights.

#### **4.7.1 Specifically reaffirms or incorporates WTO TRIPS Agreement**

The RTA specifically reaffirms or incorporates the WTO TRIPS Agreement, either in full or substantive part of its text.

#### **4.7.2 Copyrights and neighbouring rights**

The RTA contains specific provisions on Copyrights and neighbouring rights, including commitments to accede to international treaties on copyright and neighbouring rights.

#### **4.7.3 Patent**

The RTA contains specific provisions on patents, including commitments to accede to international treaties on patents.

#### **4.7.4 Trademarks**

The RTA contains specific provisions on trademarks, including commitments to accede to international treaties on trademarks.

#### **4.7.5 Industrial Designs**

The RTA contains specific provisions on industrial designs, including commitments to accede to international treaties on industrial designs.

#### **4.7.6 Layout-Designs (topographies) of integrated circuits**

The RTA contains specific provisions on layout-designs of integrated circuits, including commitments to accede to international treaties on layout-designs of integrated circuits.

#### **4.7.7 Geographical Indications (GIs)**

The RTA contains specific provisions on geographical indications, including commitments to accede to international treaties on geographical indications.

#### **4.7.8 Traditional Knowledge**

The RTA contains specific provisions on traditional knowledge.

#### **4.7.9 Enforcement**

The RTA contains provisions on enforcement of intellectual property rights, including the commitments of the RTA parties under the WTO TRIPS Agreement.

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### **4.8 Competition**

The RTA contains provisions on competition policy including where the Parties agree to negotiate provisions on competition at a later date (rendez-vous clause) or including cooperation.

#### **4.8.1 Adopts or maintains competition law**

The Parties (or a subset of the Parties) agree to adopt or maintain competition law.

#### **4.8.2 Dispute Settlement not applicable**

The RTA expressly excludes competition provisions from the dispute settlement mechanism.

### **4.9 Provisions on designated monopolies or State Owned Enterprises (SOEs)**

There are provisions on designated monopolies or state owned enterprises. This includes provisions on "monopolies and exclusive service suppliers" in services chapters.

### **4.10 Environment**

The RTA (or side letter or other legal instruments) contains provisions on trade and the environment or trade and sustainable development. This includes best endeavour provisions and rendezvous clauses as well as economic cooperation.

#### **4.10.1 No relaxation of environmental laws**

The RTA recognizes that environmental laws should not be relaxed for trade or investment purposes. These provisions would typically indicate that the Parties recognize that it is inappropriate to encourage trade or investment by weakening or reducing the levels of protection afforded in their respective environmental laws.

#### **4.10.2 Public participation / consultations provisions**

The environment chapter/section provides for participation by or consultations with the public.

#### **4.10.3 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism, or parts of it, for all or some Environment provisions.

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#### **4.11 Labour**

The RTA (or side legal instruments) contains provisions on labour. This category includes provisions on "labour measures" which are typically found in the services or/and investment chapter or in the economic cooperation or sustainable development chapters. This includes best endeavour provisions and rendez-vous clauses.

##### **4.11.1 No relaxation of labour laws**

The RTA recognizes that labour laws should not be relaxed for trade or investment purposes. These provisions would typically indicate that the Parties recognize that it is inappropriate to encourage trade or investment by weakening or reducing the protections afforded in domestic labour laws, regulations, policies and practices.

##### **4.11.2 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism, or parts of it, for all or some Labour provisions.

#### **4.12 E-Commerce**

The RTA contains provisions (including rendez-vous clauses) on electronic commerce.

##### **4.12.1 Customs duty exemption for Digital Products Transmitted Electronically**

The RTA prohibits the application of customs duties on digital products transmitted electronically.

##### **4.12.2 Internal taxes permitted for digital products**

The RTA permits the imposition of internal taxes or does not preclude a party from applying domestic taxes.

##### **4.12.3 Transfer of source code prohibited**

The RTA prohibits requirements for the transfer of the source code for software.

##### **4.12.4 Location requirements for computing facilities prohibited**

The RTA prohibits the parties from requiring the location of computing facilities in their territories.

##### **4.12.5 Consumer protection provisions**

The RTA contains provisions on consumer protection such as online consumer protection, the protection of personal data, and unsolicited messages.

##### **4.12.6 Paperless trading or e-signatures**

The parties agree/endeavour to agree the equivalence of paperless versions of trade documents or the legal validity of electronic signatures. This does not include paperless certificates of origin.

##### **4.12.7 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism for all or some electronic commerce provisions.

#### **4.13 Small and Medium-Sized Enterprises (SMEs)**

The RTA contains provisions on small and medium-sized enterprises.



#### **4.13.1 Cooperation**

The RTA contains provisions on cooperation with regard to SMEs.

#### **4.13.2 Exceptions/exemptions**

The RTA contains provisions on exceptions/exemptions for SMEs.

#### **4.13.3 Transparency provisions**

The RTA contains transparency provisions for SMEs, including through the creation of a Committee.

### **4.14 Gender**

The RTA contains one (or more) provision on gender.

#### **4.14.1 Chapter on Gender**

The RTA contains a specific chapter/section on women and gender issues.

#### **4.14.2 International commitments**

The RTA specifically reaffirms existing international rights and obligations.

#### **4.14.3 Cooperation between the Parties**

The RTA contains provisions on cooperation on gender issues.

#### **4.14.4 Right to regulate**

The provision ensures that the RTA has no adverse effect on trade by relaxing laws on gender.

#### **4.14.5 Dispute Settlement not applicable**

The RTA specifically prohibits the use of its dispute settlement mechanism, or parts of it, for all or some gender provisions.

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