

# FROM CETA TO JEEPA – THE VARIATIONS IN THE “TRADE & SUSTAINABLE DEVELOPMENT” PROVISIONS IN EU FREE TRADE AGREEMENTS

*A study prepared by Eurogroup for Animals, Transport & Environment, Fern and CONCORD*



## INTRODUCTION

Since the debates around the Transatlantic Trade and Investment Partnership (TTIP) negotiations and the ratification of the EU-Canada Comprehensive Economic and Trade (CETA) Agreement, it has become clear that a new approach is needed for the “Trade and Sustainable Development” (TSD) chapters contained in EU Free Trade Agreements (FTAs). The debates correctly identified a need for TSD chapters to deliver concrete measurable positive results, and for EU trade policy to ensure that it does not harm human, social and labour rights, the environment and animals. Not only civil society representatives, but also the European Parliament has voiced its concerns – notably in a resolution containing its recommendations to the European Commission on the negotiations for TTIP<sup>1</sup>. The political group of the Socialists and Democrats (S&D) has even stated they would not give consent to any FTA after CETA unless these chapters were significantly strengthened.

A new ratification process has started with the EU-Japan Economic Partnership Agreement (JEEPA), and we believe it is time to take stock of the progress achieved by the EU in the various TSD chapters. Especially as no other ratification has taken place since CETA, while several other FTAs have been concluded with other partners in this period: the EU-Singapore FTA (ESFTA), the EU-Vietnam FTA (VEFTA) and the modernised EU-Mexico Global Agreement (EMGA). The attached detailed analysis compares the TSD provisions in CETA, ESFTA, VEFTA, JEEPA and EMGA, more specifically the ones related to biodiversity, climate change and forests, as well as the enforcement mechanisms. The aim of the exercise was to not only compare the various provisions included but also to see if an increase in protection and legal provision could be mapped. We acknowledge and understand that each chapter reflects a specific negotiation and the realities of each trade partner. However, with the recent ruling of the ECJ on the ESFTA that confirmed sustainable development as an essential element of EU trade agreements and the promotion of sustainable development being at the heart of the EU’s “Trade for All” strategy, the European Union should be constantly strengthening these chapters, either by reinforcing existing language or by including new innovative wording. As CETA was promised to be the Gold Standard, one would expect that any agreement ratified thereafter would only have increased protection. This is, unfortunately, not the case.

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<sup>1</sup> [The European Parliament ] addresses, in the context of the ongoing negotiations on TTIP, the following recommendations to the Commission: (...) to ensure that the sustainable development chapter is **binding and enforceable** and **aims at the full and effective ratification, implementation and enforcement** of the eight fundamental International Labour Organisation (ILO) conventions and their content, the ILO's Decent Work Agenda and the core international environmental agreements (European Parliament – 2014/2228 (INI))

# 1 ANALYSIS OF POLICY FIELDS

Looking at the tables provided in this note, conclusions can be drawn:

- CETA includes an obligation to cooperate on **Multilateral Environmental Agreements (MEAs)**, including on non-trade issues, while in other FTAs, this cooperation is restricted to trade-related issues.
- CETA and EMGA do not include a reminder of the need for trade restrictions not to be arbitrary or unjustifiably discriminatory (already affirmed under WTO rules). EMGA even includes a reminder of the right of each country to invoke GATT article XX to restrict trade (following WTO rules).
- In their article on **Cooperation in the context of TSD**, CETA, ESFTA and JEEPA contain language on assessing the impact of trade on sustainable development, and possibly enhancing, preventing or mitigating this impact. This language has not been reproduced in VEFTA or EMGA.
- Unlike VEFTA, JEEPA and EMGA, CETA and ESFTA do not include an article focusing directly on **Biodiversity**. VEFTA clearly includes a commitment to cooperate on biodiversity; JEEPA is weaker and only refers to a commitment to exchange of information and a potential cooperation in the field. While VEFTA and EMGA have increasingly stronger language on cooperation to promote the inclusion of species to the Convention on International Trade in Endangered Species (CITES), JEEPA does not contain language with that purpose. From all FTAs, EMGA presents the more direct, straightforward language on biodiversity.
- **Climate Change:** When it comes to the effective implementation of the UN Framework Convention on Climate Change (UNFCCC) and the Paris Agreement and the transition to low greenhouse gas (GHG) emissions, the language in all analyzed agreements remains predominantly aspirational. Even though there are noteworthy improvements, obligations are general, mainly nonbinding and, therefore, limited. The agreements provide no real commitments in terms of supporting climate change mitigation through trade- and investment-related initiatives.
- **Forests:** Provisions are aspirational and focus on the forestry sector, not on forests per se and not on forest conversion for agricultural commodities. The Forest Law Enforcement Governance and Trade (FLEGT), Action plan - which is a unique EU tool to reduce illegal logging by strengthening sustainable and legal forest management, improving governance and promoting trade in legally produced timber - is only mentioned in VEFTA. In general, lessons learned from FLEGT Voluntary Partnership Agreements (VPAs), such as the use of deliberative processes, are not taken into account in any of these FTAs.
- **Fisheries:** All agreements include articles relating to trade in fisheries, although VEFTA, JEEPA and EMGA are more comprehensive and also refer to the sustainable use of living marine resources. The recognition of the negative impact of illegal, unreported and unregulated (IUU) fishing is positive, though largely reiterate the international commitments that have been made. CETA is the weakest agreement with regard to IUU fishing, largely because the agreement does not require Canada to adopt, implement, and enforce the Port State Measures Agreement. Conversely, CETA is the only FTA that requires the parties to take affirmative steps to protect fish, rather than just comply with international obligations. EMGA strongest with regard to role and aims of Regional Fisheries Management Organisations (RFMOs) for marine conservation. Aquaculture is omitted from ESFTA altogether.
- **Labour:** In terms of general principles, references to ILO fundamental principles and conventions are mostly expressed in soft wording. JEEPA does not mention the Decent Work agenda of the ILO and includes softer language and commitments in terms of cooperation than, for instance, CETA. All agreements are quite similar in terms of upholding current levels of protection. They include relatively strong language which could be useful if linked to an effective enforcement mechanism, such as the non-regression clause. However, this remains at best a “status quo” clause; no provision truly ensures that social progress (which is much needed in all countries involved) is not hampered by the pressure imposed by the need to increase competitiveness to encourage trade and investment.

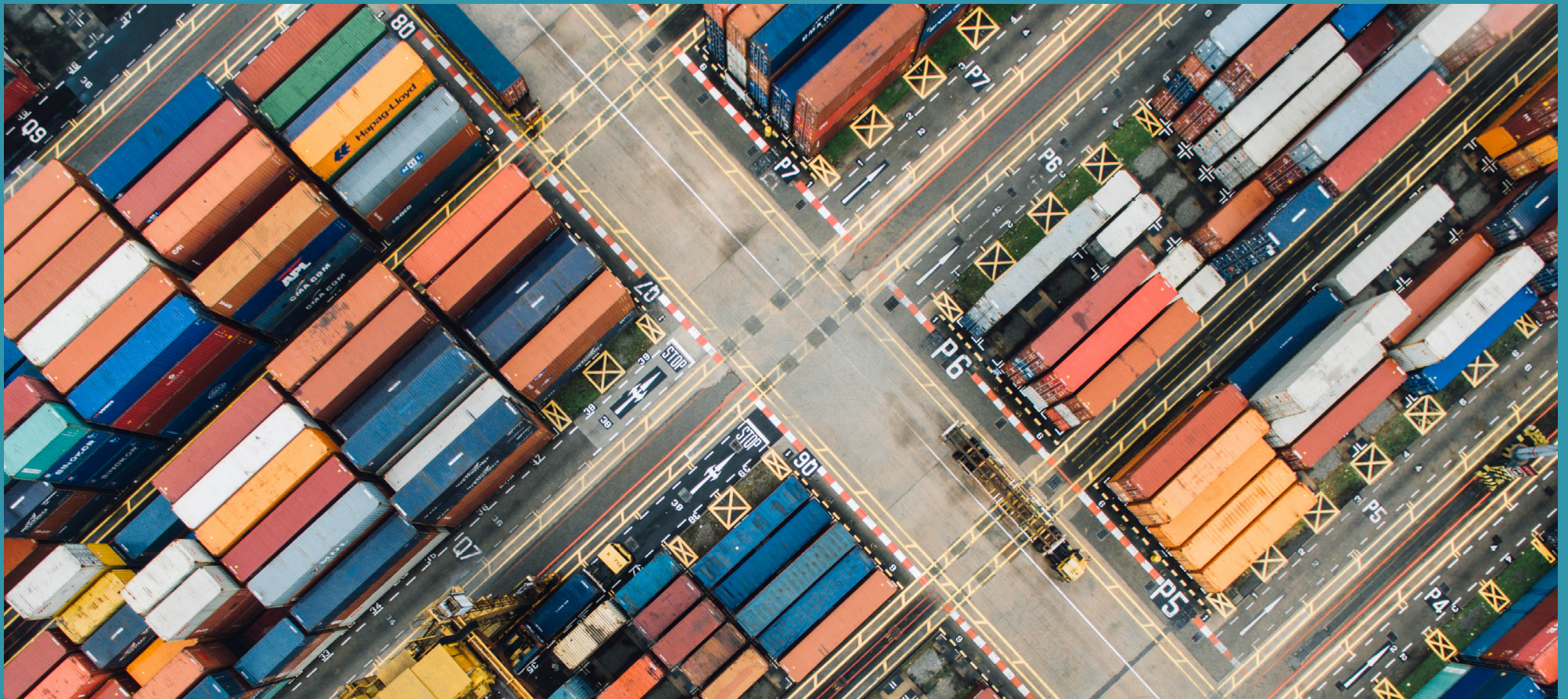
## 2 ENFORCEMENT MECHANISMS - THE CORNERSTONE OF THE CHAPTER

The enforcement mechanisms in TSD chapters include the establishment of a Parties' committee in charge of monitoring the implementation of the TSD chapter, a mechanism allowing advice from civil society, government-to-government consultations, and, as a last resort option, the establishment of a panel in charge of producing a report on the matter at stake. These mechanisms appear similar throughout the various FTAs. However, a careful analysis reveals differences that should be noted:

- JEEPA includes a new provision, compared to other FTAs, tasking the **Parties' TSD committee** with interacting with civil society.
- CETA and ESFTA do not include an explicit mechanism for **joint meetings of Domestic Advisory Groups (DAGs)**. The mechanism of joint dialogue (or forum) in VEFTA includes a frequency for the meetings and imposes interactions between the forum and the Parties' TSD committee through a mandatory debriefing on the implementation of the TSD chapter. JEEPA also contains a Joint Forum mechanism, but no indication on the frequency of the meetings, and no mandatory interaction with the Parties' TSD committee. The mechanism is likely to be present in EMGA, but the provisions have not been published yet.
- All FTAs state that a Parties' TSD committee can be convened if no resolution is found through more informal consultations, starting a **government-to-government consultation** process. EMGA imposes an initial period of 30 days before doing so, but other FTAs do not include any timeframe. All FTAs, except JEEPA, also **explicitly involve civil society** in this procedure, stating that the TSD committee may seek advice from external stakeholders, experts or from the DAGs on the matter at stake. EMGA even makes this consultation mandatory. Once a **decision** has been adopted by the TSD committee, CETA, ESFTA and EMGA impose that it is **made public**, without exception. JEEPA and VEFTA however allow for the decision to be kept secret, if decided by both parties.
- Regarding the **panel procedure**, it is difficult to judge whether longer or shorter deadlines have a positive or negative impact. Too short deadlines may not allow for sufficient research by the Panel, while long deadlines are not acceptable either as it could leave crisis issues unresolved. Once a request to establish a panel is sent, JEEPA has the longest allowed deadlines for each step of the procedure. Almost 8 months can pass between the request and the publication of the panel's final report. For CETA, the procedure can take between 190 and 195 days; for ESFTA and VEFTA, between 180 and 231 (or more if agreed); and for JEEPA, between 240 and 275 days (or more if agreed).
- JEEPA is the only agreement that does not impose to experts elected on the panel to be independent." All other FTAs request **experts** to "be independent, serve in individual capacity, not take instructions from and not be affiliated with any government, and to comply with a code of conduct. JEEPA's provisions are slightly different and state that experts shall be "independent of, and not be affiliated with or take instructions from, either Party. They shall serve in their individual capacities and not take instructions from any organisation or government, nor have been involved in the matter in question in any capacity".
- CETA imposes for the **final panel report to be made public** within 30 days; VEFTA and ESFTA made possible for the report to be kept secret, if jointly agreed. JEEPA returns to a language closer to CETA with an obligation to publish the final report, but adding that the Parties will have to ensure the protection of confidentiality, opening the door open for potential abuses.
- Finally, CETA contains **two mechanisms** that have **not been reproduced** in other agreements : a **complaint mechanism for the general public** (art. 24.7 CETA), as well as an article on **access to justice** in environmental matters (24.6 CETA).

# TABLE ANALYSIS

This table compares the provisions on Trade & Sustainable Development addressing biological diversity, climate change, forests and labour rights in the EU-Canada Comprehensive Economic and Trade (CETA), the EU-Singapore FTA (ESFTA), the EU-Vietnam FTA (VEFTA) and the modernised EU-Mexico Global Agreement (EMGA), as well as the provisions describing the enforcement mechanisms of each chapter. In CETA, four chapters were considered (“Trade & Sustainable Development”, “Trade & Labour”, “Trade & Environment”, and “Bilateral Dialogues and Cooperation”); in the ESFTA, VEFTA and JEEPA, the “Trade and Sustainable Development” chapter; and in the EMGA, the “Trade and Sustainable Development” chapter, as well as the “Dispute Settlement” one.



## Biodiversity

	CETA	ESFTA	VEFTA	JEEPA	EMGA	Conclusions
<b>General</b>	There is no proper article on biodiversity; some wording can be found in the "Trade & Environment" chapter	There is no specific mention of biodiversity, animals, or wild fauna (except a section on fishing resources)	Article on biological diversity	Article on biological diversity	Article on trade and biological diversity	
<b>Introductory paragraphs</b>	"Promoting the development of international trade in such a way as to contribute to the objective of sustainable development"		Importance of ensuring conservation and sustainable use in accordance with CITES/CBD  Sovereign rights on natural resources	Importance and role of trade in ensuring conservation and sustainable use in biological diversity in accordance with CITES/CBD	Importance of conserving and sustainably using biological diversity and the role of trade in this objective in consistence with CITES/CBD  Conservation/sustainable use contribute to sustainable development	Both VEFTA and EMGA put more emphasis on the need to ensure conservation. The text in JEEPA uses a different angle, only recognizing the contribution of trade in ensuring conservation of biodiversity, which is a weaker wording.
<b>Multilateral Environmental Agreements (MEAs)</b>	General commitment to effectively implement MEAs	General commitment to effectively implement MEAs	General commitment to effectively implement MEAs	General commitment to effectively implement MEAs	General commitment to effectively implement MEAs	Wider commitments in the framework of CETA (discussing also non-trade related aspects of MEAs, if relevant)
	Exchange of information on implementation and ratifications of MEAs	Cooperation to promote the ratification and effective implementation of	Exchange information and experience on ratification of MEAs	Exchange of information on ratification of MEAs	Exchange information on ratifications of MEAs	From ESFTA onwards, a reminder that measures must be non-arbitrary and not unjustifiably discriminatory has

		trade-related MEAs				been included, except in EMGA, where only the right to use GATT article XX to restrict trade is referred to.
	Parties commit to consult and collaborate on issues of mutual interest related to MEAs <b>(not only trade-related)</b>	Parties may cooperate on trade-related aspects of MEAs <b>(only)</b>	Parties may cooperate on trade-related aspects of MEAs <b>(only)</b>	Parties commit to consult and cooperate on trade-related environmental matters <b>(only)</b>	Parties should cooperate on trade-related environmental matters <b>(only)</b>	CETA and EMGA are thus slightly better.
	No similar provision	Guarantee that parties can enforce MEA-related measures <b>but not if</b> arbitrary or unjustifiably discriminatory	Guarantee that parties can enforce MEA-related measures <b>but not if</b> arbitrary or unjustifiably discriminatory	Guarantee that parties can enforce MEA-related measures <b>but not if</b> arbitrary or unjustifiably discriminatory	Parties recognize the right to invoke GATT article XX (justifying restriction to trade)	
<b>Biodiversity</b>	No specific article on biological diversity or wildlife trafficking or conservation.	No specific article on biological diversity or wildlife trafficking or conservation.	Parties “commit” to a list of actions: the use of “commit” is quite strong but the list that follows uses a more aspirational or weakened language (with formulation such as “as appropriate” or weaker verbs).	Parties “shall” implement a set of actions, but this is followed by vaguer aspirational terms (with many “as appropriate”, “encourage”).	Parties “shall” implement a set of actions which are described with more direct verbs, and with less weakening expressions	In general, the provisions remain quite weak, using a strong verb (like “commit” or “shall”) but then followed by weaker language (“promote”, “as appropriate”, etc.).  EMGA seems to have the most developed provisions, with the most direct language. However even VEFTA is actually “stronger” than JEEPA as it refers clearly to a commitment to
			The strongest wording is used to refer to international commitments or to assert EU interests (i.e. access to genetic resources)	Wording is stronger to refer to international obligations, but still uses “as appropriate”, which gives them more room for interpretation.	No similar provision	

			Language on proposing new species to CITES, but it remains quite weak (“Enhance cooperation, as appropriate, to propose new animal and plant species for amendment of appendices I and II to the CITES”.)	No similar provision	Language on cooperation regarding the promotion of the inclusion of new species to CITES (with periodic reviews that may result in recommendations to CITES)  Mention of the need to prevent the spread of invasive species	cooperate in the field of biodiversity (not only to exchange of information). Only JEEPA refers to cooperation on this topic in another weaker article on cooperation in TSD matters (see below). CETA and ESFTA do not specifically discuss wildlife/biodiversity.
			The list of actions to which the parties “commit” includes cooperation, even if only “as appropriate”  This paragraph also includes a detailed list of topics to cooperate on (longer than in other FTAs)	In the list of actions that the parties “shall” do, there is only a reference to exchange of information and consultation, and not to cooperation	Parties “shall” exchange information on this trade  Parties “should” cooperate bilaterally, regionally and in international fora on issues concerning trade and the conservation and sustainable use of biological diversity, as well as the combat of illegal wildlife trade (...)	VEFTA and EMGA include increasingly stronger language on promoting the inclusion of species to CITES; JEEPA does not address this important matter.
<b>Cooperation</b>	In the "Trade and Environment" chapter	In the article on “Cooperation on Environmental Aspects in the context of TSD”	In the article on "Working together on TSD"	In the article on "Cooperation"	In the article on "Trade and biological diversity" (see above) and in the article on "Working together on TSD"	Wording on cooperation, notably in the field of biological diversity, has been included since VEFTA, but this cooperation is not mandatory (Parties may cooperate). JEEPA is the only agreement since VEFTA not to include mandatory
	Parties recognize that cooperating is key to achieve specific objectives, notably on “trade-related aspects of the conservation and sustainable use of biological diversity”.	No provision focused on biodiversity but parties “may” exchange views on “the positive and negative impacts of this Agreement on environmental aspects of sustainable	Parties may cooperate on "Trade-related measures to promote the conservation and sustainable use of biological diversity, including the mapping, assessment and valuation of ecosystems and their services, and combating	Parties "may cooperate" notably on “trade-related aspects of MEAs, including through the exchange of views and information on the	Parties “may” work jointly on MEAs; the promotion of the conservation and sustainable use of biological diversity, including combatting illegal wildlife trade	

	<p>This is not one of the topics addressed in CETA's chapter on bilateral cooperation</p> <p>Parties may cooperate on the potential impact of this Agreement on the environment and ways to enhance, prevent, or mitigate such impact, taking into account any impact assessment carried out by the Parties"</p>	<p>development and ways to enhance, prevent or mitigate them, taking into account sustainability impact assessments carried out by either or both Parties"; and "regarding conservation and management of the living marine resources"</p>	<p>illegal international trade in wildlife".</p> <p>Parties may undertake activities in areas of cooperation such as workshop, seminars, studies, technical assistance and capacity building as appropriate</p>	<p>implementation of CITES and through technical and customs cooperation" and "to promote the conservation and sustainable use of biological diversity, including combatting illegal trade in endangered species of wild fauna and flora"</p> <p>Parties may cooperate "on evaluating the mutual impact between trade and environment, and trade and labour, as well as on identifying ways to enhance, prevent or mitigate such impact, taking into account the results of the monitoring and assessment carried out by the Parties (...)"</p>	<p>cooperation on biodiversity elsewhere in the agreement.</p> <p>CETA, ESFTA and JEEPA contains language on assessing the impact of trade, and possibly enhancing, preventing or mitigating this impact. EMGA and VEFTA do not include similar language.</p>
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## Climate Change

	CETA	Singapore	VEFTA	JEEPA	Mexico	Conclusions
<b>MEAs/Climate Change</b>	/	Article on Multilateral Environmental Standards and Agreements	Article on Climate Change	Article on Multilateral Environmental Agreements	Article on Trade and Climate Change	
<b>General Remarks</b>	<p>There is no dedicated section or mention of climate change, nor to the UNFCCC or the Paris Agreement, or any mention of trade and transition to low GHG energy. This in part reflects the political situation in Canada during the negotiations, and that the Paris agreement wasn't concluded when the negotiation mandate was granted. However, the joint interpretative statement, published on 14.1.2017, confirms that the parties commit to cooperate on trade-related environmental issues including climate change and the implementation of the Paris Agreement.</p>	<p>There is a general commitment to effectively implement multilateral environmental agreements (MEAs).</p> <p>The provision is quite weak and aspirational; it only refers to negotiations at the international level and does not refer to the implications of trade in the transition to low GHG energy. The Paris Agreement had not been concluded when the negotiations finished.</p> <p>The parties commit to “work together”—this is not a real obligation and rather a declaration.</p>	<p>There is no strong obligation in the provision; the parties just agree to engage in dialogue and exchange information and experience on the issues mentioned. However, this article is more pragmatic and contains a non-exhaustive list referring to pricing carbon, Emission Trading Scheme (ETS), Reducing Emissions from Deforestation and Forest Degradation (REDD+) and renewable energies.</p>	<p>There is a general affirmation by the Parties of their commitment to effectively implementing the Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement.</p> <p>There is a commitment to cooperate to promote green energies, which does not bear very precise obligations.</p> <p>The parties commit to “work together and take actions”—this is not a real obligation and rather a declaration.</p>	<p>The parties uphold to effectively implement the Nations Framework Convention on Climate Change (UNFCCC) and Paris agreement, and to promote trade in sustainable low-carbon economy and to promote green economic growth.</p> <p>The commitment is general and does not outline how the parties plan on to effectively implement or promote.</p>	<p>Between commitments to work together and commitments to cooperate, the four agreements do little to ensure that parties can hold each other accountable with regards to the implementation of the Paris Agreement, or efforts to curb greenhouse gas emissions. The agreements are about declarations of intent instead of binding measures. Unfortunately, climate legislation is often viewed as a trade irritation or protectionist measure. There are some efforts to protect the right to regulate, however how this is respected by the parties will be demonstrated in years to come.</p> <p>There are notable improvements. However,</p>

						the aspirational language remains limited in its real impact. In parallel to expanding goals of the chapters, there should be real commitments to climate obligations.
<b>Trade and Investment Favouring Sustainable Development</b>	Article on Trade Favouring Environmental Protection	Article on Trade and Investment Promoting Sustainable Development	Article on Trade and Investment Favouring Sustainable Development	Article on Trade and Investment Favouring Sustainable Development	Article on Other Trade- and Investment-related Initiatives Favouring Sustainable Development	
<b>General Remarks</b>	<p>The Parties undertake to pay special attention to facilitating the removal of obstacles to trade or investment in goods and services of particular relevance for climate change mitigation and in particular trade or investment in renewable energy goods and related services.</p> <p>The provision is weak and rather vague. There are no strong commitments here.</p>	<p>The Parties undertake to pay special attention to facilitating the removal of obstacles to trade or investment concerning climate-friendly goods and services, such as sustainable renewable energy goods and related services and energy efficient products and services.</p> <p>Again, there is no real obligation.</p> <p>The Parties further recognise the need to ensure that, when developing public support systems for fossil fuels, proper account is taken of the need to reduce greenhouse gas emissions. In addition, both Parties</p>	<p>The Parties confirm their commitment to enhance the contribution of trade and investment to the goal of sustainable development in its economic, social and environmental dimensions.</p> <p>There is a commitment to strive to facilitate trade and investment in goods and services of particular relevance for climate change mitigation.</p> <p>The article does not incorporate a real obligation. The Parties simply commit to make efforts rather than do explicitly.</p>	<p>The Parties recognise the importance of enhancing the contribution of trade and investment to the goal of sustainable development in its economic, social and environmental dimensions.</p> <p>As in VEFTA, there is a commitment to strive to facilitate trade and investment in goods and services of particular relevance for climate change mitigation, which does not bear any specific obligations.</p>	<p>The Parties again confirm their commitment to enhance the contribution of trade and investment to the goal of sustainable development in its economic, social and environmental dimensions.</p> <p>The Parties undertake to promote trade and investment facilitation in environmental goods and services, including those of particular relevance for climate change mitigation, such as sustainable renewable energy and energy efficient products and services.</p> <p>Again, the provision does not provide for a strong commitment and does not bear a lot of weight.</p>	<p>In all agreements, the provisions on trade (and investment) favouring sustainable development are mainly aspirational.</p> <p>The Parties do recognize the importance of enhancing the contribution of trade and investment to the goal of sustainable development. Yet, they simply commit to promote facilitation or try to facilitate trade in investment in climate-friendly goods and services and avoid any particularly strong obligations in terms of climate change.</p>

		<p>will actively promote the development of a sustainable and safe low-carbon economy, such as investment in renewable energies and energy efficient solutions.</p> <p>The provision does not incorporate any strict obligations. It is rather aspirational like the provision on Multilateral Environmental Standards and Agreements.</p>				
<b>Cooperation</b>	Article on Cooperation on Environment Issues	Article on Cooperation on Environmental Aspects in the Context of Trade and Sustainable Development	Article on Working Together on Trade and Sustainable Development	Article on Cooperation	Article on Working Together on Trade and Sustainable Development	
<b>General Remarks</b>	<p>The Parties recognise that enhanced cooperation is an important element to advance the objectives of the TSD Chapter.</p> <p>The Parties further commit to cooperate on trade-related aspects of the current and future international climate change regime, as well as domestic climate policies and programmes relating to mitigation and adaptation, including</p>	<p>There is a general recognition of the importance of working together on trade-related aspects of environmental policies.</p> <p>The article provides that the Parties may initiate cooperative activities on trade-related aspects of the current and future international climate change regime, including ways to address adverse effects of trade on climate, as well as means to promote low-carbon</p>	<p>The Parties simply recognize the importance of working together and cooperation is not mandatory.</p> <p>The Parties may cooperate on trade-related aspects of the current and future international climate change regime, including means to promote low-carbon technologies and energy efficiency.</p>	<p>The language in this provision is the same as in VEFTA.</p> <p>The Parties recognize the importance of cooperation but there are no strict obligations to cooperate.</p>	<p>In this provision, one may again see a general recognition of the importance of working together.</p> <p>It does not provide for any real obligations as cooperation is voluntary ("may work jointly").</p>	<p>Commitments to initiate cooperation activities in the context of climate change mitigation are not mandatory, with the only exception found under CETA.</p> <p>The approach preferred in all agreements is pragmatic since all of them incorporate long, non-exhaustive lists of areas of possible cooperation.</p>

	<p>issues relating to carbon markets, ways to address adverse effects of trade on climate, as well as means to promote energy efficiency and the development and deployment of low-carbon and other climate-friendly technologies.</p> <p>"Commit to" is stronger than "undertake to" or "may", for example, and could be considered a binding obligation.</p>	<p>technologies and energy efficiency.</p> <p>Unlike CETA, here the obligation to cooperate is not binding, but made on a voluntary basis.</p>				
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## Forests

	CETA	Singapore	VEFTA	JEEPA	Conclusions
<b>Title</b>	Article on Trade in forest products	Article on Trade in timber and timber products	Article on Sustainable forest management and trade in forest products	Article on Sustainable management of forests and trade in timber and timber products	Overall, the language is quite weak and aspirational.  The FLEGT Action Plan – a unique EU tool to reduce illegal logging
<b>Rationale</b>	Recognition of the importance of the conservation and sustainable management of forests, market access for legal forest products.	Recognition of the importance of global conservation and sustainable management of forests	Recognition of the importance of ensuring the conservation and sustainable management of forest resources in contributing to the Parties' economic, environmental and social objectives	Recognition of the importance of and the role of trade and investment in ensuring the conservation and sustainable management of forests	by strengthening sustainable and legal forest management, improving governance and promoting trade in legally produced timber - is only mentioned in VEFTA. Even then, the reference to the conclusion of the VPA is timid.
<b>Commitments</b>	<p>The Parties undertake to:</p> <ul style="list-style-type: none"> <li>· encourage trade in legal and sustainable forest products</li> <li>· exchange of information and cooperation on illegal logging and related trade</li> <li>· promote the effective use of CITES</li> <li>· Cooperate in international fora that deal with the conservation and sustainable management of forests</li> </ul> <p>The Parties shall discuss</p>	<p>The Parties undertake to:</p> <ul style="list-style-type: none"> <li>- Exchange information and promote ways to tackle legal and sustainable trade and consumption of timber and timber products</li> <li>- Promote global forest law enforcement and governance and address trade in illegally harvested timber and timber products - Cooperate on illegal logging</li> <li>- Promote the effective use of CITES</li> </ul> <p>The wording is generally more pragmatic, using “promote”/”promotion”, which is stronger than “encourage”, with wording</p>	<p>The Parties commit to:</p> <ul style="list-style-type: none"> <li>- Encourage trade in legal and sustainable forest products. This may include the conclusion of a FLEGT-VPA</li> <li>- Exchange information and cooperate on measures to promote sustainable consumption of timber and timber products, improve forest law enforcement and their respective policies aiming at halting illegal logging</li> <li>-- Cooperate at regional and global levels to promote conservation and</li> </ul>	<p>Exchange information and share experience at bilateral and global levels to promote conservation and sustainable management of forests, trade in legal timber and combat illegal logging</p>	<p>The commitments to tackle illegal logging with respect to trade with third countries in the EU-Japan FTA are not robust enough. Japan imports significant amounts of timber products from Malaysia and Indonesia – both are FLEGT-VPA countries – without strong regulation in place to ensure these timber products are legal.</p> <p>All provisions in FTAs focus on the forestry sector, not on forests per se and not on forest conversion for agricultural crops. All trade agreements with highly forested countries must include clear language to halt the trade in illegally sourced timber</p>

	<p>these subjects in the Committee on TSD or in the bilateral Dialogue on Forest Products dialogues.</p> <p>The “Bilateral Dialogue on Forest Products” seems to be unique in CETA. In the provisions it uses the phrasing “shall discuss”, making it mandatory that parties at least discuss issues. This remains aspirational as it has not yet occurred.</p>	<p>on promoting global forest law enforcement, referring to verification and certification schemes. There is also an obligation to cooperate, notably on enforcement and on the fight against illegal logging.</p>	<p>sustainable management of all types of forests</p>		<p>products and forest-risk commodities (palm oil, soy, beef, cacao etc.) and ensure respect for human rights, including customary tenure rights. FLEGT can offer lessons in how to end the trade of illegally sourced timber and agricultural commodities</p>
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## Fisheries and aquaculture

	CETA	ESFTA	VEFTA	JEEPA	EMGA	Conclusions
<b>General</b>	Article 24.11 Trade in fisheries and aquaculture products in <i>Trade and Environment Chapter</i>	Article 12.8 Trade in Fish Products in <i>Trade and Sustainable Development Chapter</i>	Article 8 Trade and sustainable management of living marine resources and aquaculture Products in <i>Trade and Sustainable Development Chapter</i>	Article 8 Trade and sustainable use of fisheries resources and sustainable aquaculture in <i>Trade and Sustainable Development Chapter</i>	Article 8 Trade and Sustainable Management of Marine Biological Resources and Aquaculture in <i>Trade and Sustainable Development Chapter</i>	Title of EMGA article most comprehensive; marine biological resources or living marine resources (VEFTA) expands scope
<b>Introductory paragraph(s)</b>	The Parties recognise the importance of the conservation and the sustainable and responsible management of fisheries and aquaculture and their contribution to providing environmental, economic and social opportunities for present and future generations.	The Parties recognise the importance of ensuring the conservation and management of fish stocks in a sustainable manner	The Parties recognise the importance of ensuring the conservation and sustainable management of living marine resources and marine ecosystems as well as the promotion of responsible and sustainable aquaculture	The Parties recognise the importance of ensuring the conservation and sustainable use and management of fisheries resources and of safeguarding marine ecosystems as well as the promotion of responsible and sustainable aquaculture.  The Parties acknowledge that illegal, unreported and unregulated (IUU) fishing has negative impacts on trade and the environment, and confirm the need for	The Parties recognise the importance of conserving and sustainably managing marine biological resources and marine ecosystems as well as of promoting responsible and sustainable aquaculture with the aim of ensuring sustainable economic, environmental and social conditions, and the role of trade in pursuing these objectives.  The Parties acknowledge that	Both JEEPA & EMGA include explicit references to IUU fishing in introductory paragraphs, thereby highlighting the importance of the issue.  EMGA has broadest scope; ESFTA weakest language since does not include references to marine ecosystems.

				action to end IUU fishing to address the problems of overfishing and unsustainable utilisation of fisheries resources.	illegal, unreported and unregulated (IUU) fishing has negative impacts on trade and the environment, and confirm the need for action to end IUU fishing to address the problems of overfishing and unsustainable utilisation of fisheries resources.	
<b>International obligations</b>	<p>The Parties undertake to...</p> <p>adopt or maintain effective monitoring, control and surveillance measures, such as observer schemes, vessel monitoring schemes, transshipment control, inspections at sea, port state control, and associated sanctions, aimed at the conservation of fish stocks and the prevention of overfishing;</p>	<p>The Parties undertake to...</p> <p>comply with long-term conservation measures and sustainable exploitation of fish stocks as defined in the international instruments ratified by the respective Parties...</p> <p>adopt effective monitoring and control measures to ensure compliance with conservation measures, such as appropriate Port State Measures</p>	<p>The Parties commit to...</p> <p>comply with long-term conservation and management measures and sustainable exploitation of marine living resources as defined in the UN Convention on the Law of the Sea of 1982 (UNCLOS), encourage compliance with the objectives of the United Nations Agreement for the Implementation of the Provisions of UNCLOS relating to the Conservation and</p>	<p>The Parties shall...</p> <p>comply with the UN Convention on the Law of the Sea of 1982, the FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas, and the UN Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, take measures to achieve the objectives and principles of the FAO Code of Conduct for Responsible Fisheries</p>	<p>Each Party shall...</p> <p>act consistently with the principles of the UN Convention on the Law of the Sea of 1982, the UN Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, the FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas, the FAO Code of Conduct for Responsible</p>	<p>VEFTA provides the most extensive references to international obligations relating to fisheries.</p> <p>CETA requires the parties to take affirmative steps to protect fish. The other FTAs simply state that they will comply with their existing obligations under these international agreements.</p>



			Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, the FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas, and the FAO Agreement on Port State Measures to Prevent, Deter and Eliminate IUU, and adhere to the principles of the FAO Code of Conduct for Responsible Fisheries of 1995.	of 1995, encourage the implementation of port state measures both at global and regional levels, and, as appropriate, encourage third parties to ratify, accept, approve, or accede to, relevant international instruments to which the Parties are parties;	Fisheries, and the FAO Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing;	
<b>FAO principles</b>	No explicit FAO reference	The Parties undertake to...  uphold the principles of the Food and Agriculture Organization of the UN (hereinafter referred to as "FAO") and relevant UN instruments relating to these issues;  uphold the principles of the FAO Agreement to	the Parties commit to...  comply with....FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas,  adhere to the principles of the FAO Code of Conduct for	FAO agreement referred to under international obligations	Each Party shall implement long-term conservation and management measures and sustainable exploitation of marine living resources as defined in the main UN and FAO instruments relating to these issues  [instruments are explicitly listed in	EMGA refers more to implementation of conservation and management measures in context of UN/FAO instruments, rather than compliance with or upholding them.  CETA weakest text since omits all such references to UN/FAO agreements.

		Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas	Responsible Fisheries of 1995.		footnote]	
<b>IUU fishing</b>	<p>The Parties undertake to...</p> <p>adopt or maintain actions and cooperate to combat illegal, unreported and unregulated ("IUU") fishing, including, where appropriate, the exchange of information on IUU activities in their waters and the implementation of policies and measures to exclude IUU products from trade flows and fish farming operations</p>	<p>The Parties undertake to...</p> <p>introduce and implement effective measures to combat illegal, unreported and unregulated (hereinafter referred to as "IUU") fishing, including cooperating with Regional Fisheries Managements Organisations and implementing their Catch Documentation or Certification Schemes for the export of fish and fish products when required. The Parties shall also facilitate the prevention of IUU products from trade flows and the exchange of information on IUU activities</p>	<p>The Parties commit to...</p> <p>cooperate in and actively engage in the fight against illegal, unreported and unregulated (IUU) fishing and fishing related activities with comprehensive, effective and transparent measures to combat IUU. The Parties shall also facilitate the exchange of information on IUU activities and implement policies and measures to exclude IUU products from trade flows.</p>	<p>The Parties shall...</p> <p>adopt and implement effective tools for combating illegal, unreported and unregulated (IUU) fishing, including through legal instruments, control, monitoring and enforcement, and capacity management measures, where appropriate. The Parties recognise that voluntary sharing of information on IUU fishing will enhance the effectiveness of these tools in the fight against IUU fishing. The Parties also underline the crucial role of members with major fisheries markets at RFMO level to leverage a sustainable use of fisheries resources.</p>	<p>Each Party shall...</p> <p>implement effective measures to combat IUU fishing, including measures to exclude IUU products from trade flows, cooperate and exchange information to this end;</p>	<p>JEFTA has more extensive language, including reference to the role of RFMOs</p> <p>JEEPA also has robust language and underlines the critical roles played by information sharing and market demand.</p> <p>See below on CETA.</p>

<b>FAO Agreement on Port State Measures</b>	Canada not a Party to Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing	The Parties undertake to...  respect the relevant provisions of the FAO Agreement on Port State Measures to Prevent, Deter and Eliminate IUU Fishing.	The Parties commit to...  comply with FAO Agreement on Port State Measures to Prevent, Deter and Eliminate IUU	No explicit reference to agreement, just language on the 'implementation of port state measures', though Japan is a Party.	Listed under international obligations & footnoted	It is disappointing that CETA did not require the parties to adopt, implement, and enforce the Port State Measures Agreement. Canada's refusal to become a party to this agreement weakens Canada's commitment to combat IUU fishing.  VETFA is the only agreement requiring compliance with the Agreement.
<b>Cooperation (in RFMOs)</b>	The Parties undertake to...  cooperate with, and where appropriate in, regional fisheries management organisations in which the Parties are either members, observers, or cooperating non-contracting parties, with the aim of achieving good governance, including by	See IUU section	The Parties commit to...  cooperate, as appropriate, with and within Regional Fisheries Management Organisations to which they are members, observers, or cooperating noncontracting parties, including through effective application of their Monitoring,	The Parties shall...  promote conservation and sustainable use of fisheries resources through appropriate international organisations, agencies and bodies, including Regional Fisheries Management Organisations (RFMOs) in which both Parties are participating. This shall include, where applicable, effective monitoring, control and	Each Party shall...  participate actively in the work of the Regional Fisheries Management Organisations (RFMOs) to which they are members, observers, or cooperating non-contracting parties, with the aim of ensuring the sustainable exploitation, management and	EMGA strongest with regard to role and aims of RFMOs for marine conservation.  ESFTA is limited with regard to RFMOs mentioned only in IUU context. CETA also weak.

	advocating for science-based decisions and for compliance with those decisions in these organisations		Control and Surveillance and enforcement of management measures and, where applicable, implement their Catch Documentation or Certification Schemes.	enforcement of the RFMOs' resolutions, recommendations or measures, and implementation of their Catch Documentation or Certification Schemes;	conservation of marine biological resources and the marine environment. This includes, where applicable, the active participation in the adoption of management, conservation and control measures by those RFMOs and their effective implementation and enforcement, including, where applicable, Catch Documentation or Certification Schemes;  Each Party should cooperate with the other Party and within RFMOs and other international fora with the aim of achieving sustainable fisheries management.	
<b>Aquaculture</b>	The Parties undertake to... promote the development of an environmentally responsible and	No provisions on aquaculture	The Parties commit to...  Promote the development of sustainable	The Parties shall...  promote the development of sustainable and responsible	Each Party shall...  promote the development of sustainable and responsible	ESFTA has no provisions on sustainable aquaculture despite fish farming being

	economically competitive aquaculture industry		aquaculture, taking into account its economic, social and environmental aspects.	aquaculture, taking into account its economic, social and environmental aspects.	aquaculture, including with regard to the implementation of the objectives and principles contained in the FAO Code of Conduct for Responsible Fisheries.	<p>extant in the country, as well as big business in various EU Member States.</p> <p>EMGA has strongest language since refers to FAO Code of Conduct, though omits social and economic aspects.</p> <p>VEFTA omits the use of the word 'responsible' in relation to aquaculture.</p>
<b>Information exchange</b>	No provisions	No provisions	<p>The Parties commit to...</p> <p>Exchange at the meetings of the Specialised committee on trade and sustainable development and, as appropriate, in other occasions, information on all new measures of management of living marine resources and fishery products that may impact on trade between the Parties.</p>	No provisions	No provisions	Special emphasis placed in information exchange between Parties in VEFTA.

<b>Cooperation between parties</b>	No separate provisions	No separate provisions	No separate provisions	<p>Article 12, Cooperation</p> <p>The Parties may...</p> <p>cooperate, bilaterally or through appropriate international organisations, agencies or bodies in which both Parties are participating, to promote sustainable fishing and aquaculture practices and trade in legally obtained fisheries resources, as well as to combat IUU fishing.</p>	<p>Article 13, Working together on trade &amp; sustainable development</p> <p>They may work jointly on...</p> <p>the promotion of sustainable fishing practices and trade in sustainably managed fish products, as well as the protection and restoration of the marine environment. as referred to in Article 8</p>	<p>Good that cooperation on fisheries and protection of marine environment included in other articles of chapter in both EMGA and JEEPA. However, the use of “may” implies that this cooperation is not obligatory.</p>
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## Labour Rights

	CETA	ESFTA	VEFTA	JEEPA	EMGA	Conclusions
<b>General remarks</b>	Chapter on Labour, with specific provisions for enforcement (11 articles and 5 pages)	Section on Labour Aspects in the TSD chapter (2 articles over 2 pages)	Specific article on Labour in the TSD chapter (6 points on 1 page)	Specific article on Labour in the TSD chapter (6 points on around one page)	Specific article on Multilateral Labour Standards and Agreement (9 points on a bit more than a page)	
<b>General principles</b>	The parties recognise the contribution that international trade <u>could</u> make to full and productive employment and decent work for all (...)	The Parties <u>recognise the value of international cooperation and agreements on employment and labour affairs as a response</u> of the international community <u>to economic, employment and social challenges</u> and opportunities resulting from globalisation.  The Parties resolve to promote the development of international trade <u>in a way that is conducive to full and productive employment and decent work for all.</u>	The Parties <u>recognise the importance of full and productive employment and decent work</u> for all,...), and reaffirm their commitment to promote the development of their bilateral trade <u>in a way that is conducive to full and productive employment and decent work for all, (...)</u>	The Parties further <u>recognise the importance of promoting the development of international trade in a way that is conducive to</u> full and productive employment and decent work for all (...)	The Parties <u>reaffirm their commitment to promote the development of international trade in a way that is conducive to</u> full and productive employment and decent work for all (...)	Introductory principles are similar, recognizing trade as a tool for “full and productive employment and decent work for all”

<p><b>Cooperation</b></p>	<p>“The Parties <u>commit to cooperate</u> to promote the objectives of this Chapter”</p> <p>List of activities include cooperation in international fora, exchange of information, potential collaboration in initiatives regarding third parties</p> <p>Parties will consider any views provided by representatives of workers, employers and civil society organization when identifying areas of cooperation and carrying out cooperative activities</p>	<p>The parties may initiate cooperative activities on a list of activities including cooperation in international fora, exchange of information and of views regarding the impact of the chapter, on trade-related aspects of ILO Decent Work Agenda</p>	<p>In this context, the Parties <u>commit to consult and co-operate</u> as appropriate on trade-related labour issues of mutual interest.</p> <p>Cooperation also mentioned in the article on “Working together on TSD” : Parties may cooperate in international fora, exchange views on the methodologies to assess impact of the chapters, trade-related aspects of ILO Decent Work Agenda</p>	<p>the Parties <u>shall exchange views</u> and information on trade-related labour issues of mutual interest in the meetings of the Committee on Trade and Sustainable Development</p> <p>In the “cooperation” article, parties may cooperate at bilateral, multilateral level, on evaluating the impact between trade and labour, on trade-related aspects of ILO Decent Work Agenda, to promote CSR</p>	<p>Parties shall consult and should cooperate on trade-related labour issues of mutual interest</p> <p>Cooperation also mentioned in the article on “Working together on TSD” : Parties may work jointly on ILO Decent Work Agenda, on fundamental and priority conventions, impact of trade and investment law on labour (and vice-versa)</p>	<p>CETA contains a commitment to cooperate on labour issues, while JEEPA only commits the parties to exchanging views.</p> <p>Cooperation on labour issues is listed under the article on general cooperation but is not mandatory.</p>
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<p><b>ILO commitments</b></p>	<p>“Each Party shall ensure that its labour law and practices embody and provide protection for the fundamental principles and rights at work which are listed below. The Parties affirm their commitment to <u>respect, promote and realise those principles and rights</u>” in accordance with ILO convention, including ILO Declaration on Fundamental Principles and Rights at Work, plus the Follow-Up in 86<sup>th</sup> Session</p>	<p>Parties <u>commit to respecting, promoting and effectively implementing</u> the four fundamental rights at work (mention of ILO obligations, including ILO Declaration on Fundamental Principles and Rights at Work, plus the Follow-Up in 86<sup>th</sup> Session)</p>	<p>Each Party <u>reaffirms its commitments</u> linked with ILO, ILO Declaration on Fundamental Rights, its Follow up of the 86<sup>th</sup> Session</p>	<p>The Parties <u>reaffirm their obligations</u> (mention of ILO Declaration on Fundamental Principles and Rights at Work, plus the Follow-Up in 86<sup>th</sup> Session)</p> <p>Accordingly, <u>the Parties shall respect, promote and realise in their laws, regulations and practices</u> the internationally recognised principles concerning the fundamental rights at work</p>	<p>Each Party <u>shall respect, promote and effectively implement</u> the four fundamental rights (mention of ILO obligations, including ILO Declaration on Fundamental Principles and Rights at Work, plus the Follow-Up in 86<sup>th</sup> Session)</p>	<p>In general, commitments to the ILO principles (plus Declaration on Fundamental Rights and Follow Up) are reaffirmed. Interestingly, JEEPA mentions the need to realise those principles not only in laws but also in the practices. The language in VEFTA seems weaker overall (no reference to effective implementation).</p>
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	<p><u>Commitment to effectively implement fundamental ILO conventions.</u> Each party shall make <u>continued and sustained efforts towards ratifying</u> fundamental conventions, if not the case yet.</p>	<p>Each Party will <u>make continued and sustained efforts towards ratifying and effectively implementing</u> fundamental ILO conventions / consider the ratification and effective implementation of others</p>	<p>Each Party will <u>make continued and sustained efforts towards ratifying fundamental ILO conventions /</u> consider the ratification of others / <u>commitment to effectively implement the conventions signed</u></p>	<p>Each Party shall <u>make continued and sustained efforts</u> on its own initiative to pursue <u>ratification of the fundamental ILO Conventions</u> and other ILO Conventions which each Party considers appropriate to ratify.</p>	<p>Each Party <u>shall effectively implement ILO Conventions they ratified /</u> shall make continued and sustained efforts <u>towards ratifying fundamental ILO Conventions</u></p>	<p>VEFTA is again a bit weaker, not indicating any commitment to effectively implement fundamental conventions (only signed ones) ; JEEPA does mention the need to further ratify conventions, but if deemed appropriate by the Party, not if relevant due to local context.</p>
<b>Decent work agenda</b>	<p>Each Party shall ensure that its labour law and practices <u>promote the objectives</u> included in the ILO Decent Work Agenda, and in accordance with the ILO Declaration on Social Justice for a Fair Globalization of 2008 adopted by the International Labour Conference at its 97th Session, and other international commitments</p>	<p>Parties reaffirm their commitment to ECOSOC declaration on decent Work from 2006 ; 2008 Decent Work Agenda is mentioned in the preamble of the TSD chapter.</p>	<p>No specific article in the Labour section;</p> <p>Point in the article on “Working together on TSD” (Parties may cooperate on trade-related aspects of ILO Decent Work Agenda) ;</p> <p>A footnote at the beginning of the chapter indicated that when labour</p>	<p>there is no specific article on Decent Work in the Labour article of JEEPA</p> <p>Parties may cooperate on trade-related aspects of ILO Decent Work Agenda (in the “Cooperation” Article, see below)</p>	<p>Each party <u>shall promote decent work</u> (2008 Decent Work Agenda) ; special attention should be paid to specific list of points</p>	<p>VEFTA and JEEPA are weaker than CETA, ESFTA and EMGA. VEFTA does not contain a specific article on Decent Work but at least include a footnote that seems to imply Decent Work agenda is included whenever discussing Labour. JEEPA does not include similar language. Mexico goes further with a</p>

			is referred to in the chapter, it includes issues under the Decent Work Agenda of 2008			list of actions.
<b>Upholding levels of protection</b>	Articles on upholding the level of protection : no weakening or reduction of the level of labour protection, no offer to waive or derogate from commitments, or lack of effective implementation to encourage trade and investment.	The Parties recognise that the violation of fundamental principles and rights at work cannot be invoked or otherwise used as a legitimate comparative advantage.  Similar general wording on upholding the level of protection.	The Parties recognise that the violation of fundamental principles and rights at work cannot be invoked or otherwise used as a legitimate comparative advantage and that <u>labour standards should not be used for protectionist trade purposes.</u>  Similar general wording on upholding the level	The Parties recognise that the violation of the internationally recognised principles concerning the fundamental rights at work referred to in paragraph 2 cannot be invoked or otherwise used as a legitimate comparative advantage, and <u>that labour standards should not be used for protectionist trade purposes.</u>  Similar general wording on upholding the level of protection.	(...) the Parties note that the violation of fundamental principles and rights at work cannot be invoked or otherwise used as a legitimate comparative advantage and that <u>labour standards should not be used for protectionist trade purposes.</u>  Similar general wording on upholding the level	All agreements are quite similar in this regard. They include relatively strong language which could be useful if linked to a strong enforcement mechanism: “A Party <u>shall</u> not waive or otherwise derogate from ...” even though this is still only at best a status quo clause, nothing is there to make sure that <u>social progress</u> (which is much

			of protection.		of protection.	needed in all countries involved) is not hampered by the pressure to be competitive, to encourage trade and investment.
<b>Other provisions with no similar language in other FTAs</b>	Full paragraph on respecting health and safety of the workers, with a reference to precautionary principle (The Parties acknowledge that in case of existing or potential hazards or conditions that could reasonably be expected to cause injury or illness to a person, a Party shall not use the lack of full scientific certainty as a reason to postpone cost-effective protective measures.)				Each Party shall ensure that its administrative, judicial and labour tribunal proceedings for the enforcement of its labour law are <u>fair, accessible and transparent, and permit effective action against infringements of labour rights</u> referred to in this Chapter.	Interesting language on health and safety at work in CETA and on labour tribunals in Mexico, missing in the others.

## Enforcement Mechanisms

	CETA	ESFTA	VEFTA	JEEPA	EMGA	Conclusions
<b>TSD Committee</b>	Committee on TSD	Board on TSD  Each meeting should include a public session with stakeholders	Specialised Committee on TSD	TSD committee  Tasked with interacting with civil society	TSD sub-committee	JEEPA's provisions are interesting as TSD committee is clearly tasked with interacting with civil society. ESFTA also contained a positive obligation to hold a public session for stakeholders at each meeting of the Board on TSD
<b>DAGs</b>	"Parties shall <b>make use</b> of existing, or establish new, consultative mechanisms, such as DAGs, <b>to seek views/advice</b> "	"Parties shall establish new or make use of its existing consultative mechanisms <b>to seek advice</b> "	"Each party shall convene new or consult existing DAGs on sustainable development <b>with the task of advising</b> "	"Each party shall convene meetings of its own new or existing DAG or groups on economic, social and environmental issues (...), and <b>consult with the group or groups in accordance with its laws, regulations and practices</b> "	"Each party shall give due consideration to communication and opinion from public and inform the TSD sub-committee and its civil society mechanisms as established under article (XX)"  <i>The chapter establishing the mechanisms for the DAGs / Joint forum has not been published yet - DAGs should be tasked with the monitoring of the entire agreement (a more</i>	The mechanisms of the DAGs are similar in all FTAs, even though the EU has had issues with the establishment of proper DAGs with several partners in the past. The addition in JEEPA that DAGs must be consulted according to each party's own rules and practices could lead to a more restrictive approach to DAG mechanisms.
	DAGs meet at their own initiative, submit views, must be balanced in terms of representativeness	DAGs meet at their own initiative, submit views, must be balanced in terms of representativeness	DAGs meet at their own initiative, submit views, must be balanced in terms of representativeness	DAGs may meet at their own initiative, submit views, must be balanced in terms of representativeness		

	No frequency indicated	No frequency indicated	No frequency indicated	No frequency indicated	<i>detailed analysis will have to be carried later)</i>	
<b>Joint Dialogue</b>	Mention of a Civil Society Forum to be convened once a year, unless otherwise agreed, and facilitated by the Parties.	No mention of a joint forum	The Joint Forum meets once a year (except if otherwise agreed) back to back with TSD committee (and thus gets feedback on implementation)	The Joint Dialogue should meet no later than one year later, and after that “regularly” (no frequency indicated)	<i>Chapter establishing the mechanisms for the DAGs / Joint forum has not been published yet - DAGs should be tasked with the monitoring of the entire agreement (a more detailed analysis cannot take place)</i>	The wording used in VEFTA is slightly stronger than in JEEPA as it imposes a frequency for the Joint meeting of the DAGs, as well as interactions with the TSD committee
	/		Views can be submitted/made public	Views can be submitted/made public		
	The forum can include stakeholders outside the DAGs		The forum can include stakeholders outside the DAGs	It seems that the Dialogue can gather stakeholders outside the DAGs, but the wording is less clear than in VEFTA		
<b>Government to government consultations</b>	TSD committee can be convened	TSD board can be convened	TSD Committee can be convened	TSD committee can be convened	TSD sub-committee can be convened if no solution found after 30 days	JEEPA does not explicitly involve civil society in that procedure, while all other FTAs including CETA mention the possibility to seek advice from DAGs, experts or stakeholders. EMGA even makes it mandatory.
	If appropriate, shall seek advice of DAGs	May involve stakeholders	May seek advice of DAGs or other experts	No mention of any involvement of stakeholders or DAGs	Shall seek the advice of DAGs or other expert groups	

	Decisions to be made public by both sides	Decisions to be made public	Decisions to be made public, <b>unless agreed otherwise</b>	Decision to be made jointly public, <b>unless otherwise decided</b>	Any resolution shall be made publicly available	JEEPA, like VEFTA, also allows for the decision made by the Parties' Committee to be kept secret (EMGA cites CETA's and ESFTA's rule that it should be made public, without exception)
<b>Panel of experts</b>	Set in the agreement	To be established at the first TSD board meeting	To be established after the entry into force of the agreement	To be established within one year of entry into force of the agreement	Set in the annexes of the agreement	It is difficult to judge whether longer or shorter deadlines have a positive or negative impact. Too short deadlines may not allow for sufficient research by the Panel, while too long deadlines are not acceptable either.  JEEPA has the longest deadlines, except for the initial period before calling for the establishment of a panel (75 instead of 90 or 120 days). Almost 8 months will pass between the request to establish a panel and the publication of the
Rules of Procedures (RoP)/Code of Conduct						
Roster of Panellists	To be established at the first meeting of the Committee; at least 9 individuals	To be established at the first meeting; at least 12 individuals	To be established at the first meeting of the Committee; at least 15 individuals	To be established at the first meeting of the Committee; at least 10 individuals	To be established at the first meeting of the Committee; at least 15 individuals	
Criteria for the Panellists	Experts must be independent, serve in individual capacity, not take instructions, not be affiliated with government, comply with the code of conduct	Experts shall be independent, serve in individual capacity, not take instructions, not be affiliated with government	Experts must be independent, serve in individual capacity, not take instructions, not be affiliated with government, comply with code of conduct	Experts shall be independent of and not be affiliated with or take instructions from government, serve in individual capacity, not take instructions from any organisation or government; no involvement in the matter in question	Experts must be independent, serve in individual capacity, not take instructions, not be affiliated with government, comply with code of conduct	

						final report by the Panel (at least 60 days to choose the panel and 180 days for the report to be published).
Request to establish a panel	May request a panel if no solution agreed within 90 days (or more if agreed)	May request a panel if no solution within 120 days (or more if agreed)	May request a panel if no solution within 120 days (or more if agreed)	May request a panel if no solution within 75 days	May request a panel if no solution within 90 days	JEEPA and EMGA imposes that the request of a panel must be made within 75 and 90 days after signalling an issue, not later. This is a double-edged sword, allowing for a panel to be requested faster but also for missing the deadline.
Selecting panellists	10 Working Days + 5 if no agreement	30 days (37, 44, or even 51 if no agreement)	30 days (even 44 or 51 days if no agreement)	45 days for panellists and 15 extra for the chair (+15 if no agreement)	<i>No days have been fixed in the chapter published on dispute settlement</i>	Interestingly, JEEPA is the only agreement that does not impose to experts to "be independent", diverging from the usual language found in all other FTAs.
Interim Report	120 days after the establishment of the panel (unless otherwise decided)	90 days after the establishment of the panel	90 days after the establishment of the Panel	No later than 90 days after the establishment of the panel	No later than 90 days after the establishment of the panel	CETA requires the report to be made public within 30 days; VEFTA and Singapore allow the
Comments	No later than 45 days after the publication of the interim report	Any Party may submit written comments (no deadline indicated)	No later than 45 days after the publication of the interim report	No later than 45 days after the publication of the interim report	No mention of comments by the Parties	



Final Report	Within 60 days after the interim report	No later than 150 days after the establishment of the panel (180 days or later if agreed)	150 days after the establishment of the Panel (or 180 or later if agreed)	180 days after the establishment of the Panel (200 or later if agreed)	No later than 30 days after the interim report	the report to be kept confidential. JEEPA maintains CETA's obligation to publish the report but does not impose a deadline and adds that the Parties will have to ensure the protection of confidentiality (which could lead to certain information being kept hidden).
Publication of the Report	Report to be made public within 30 days	Report to be made public <b>unless agreed otherwise</b>	Report to be made public <b>unless agreed otherwise</b>	Report to be made public but parties will ensure the protection of confidentiality	Parties will make the report public within 15 days	
Follow up	3 months to identify measures to be adopted  Monitored by TSD committee	Progress monitored by board	90 days to identify measures to be adopted  Monitored by TSD committee	3 months to identify measures to be adopted  Monitored by TSD committee	3 months to identify measures to be adopted  Monitored by TSD sub-committee	
Rendez-Vous clause	Labour section of CETA has a Rendez-Vous clause : "The Committee on Trade and Sustainable Development may recommend to the CETA Joint Committee modifications to relevant provisions of this Chapter"	/	/	Rendez-Vous clause included (The committee shall discuss implementation, experiences and may recommend amendments to the Joint Committee)	?  (The entire text, especially on Dispute Settlement has not been published yet)	

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