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SCHOOL OF LAW (SOL)

III

**CTIL-BENNETT INTERNATIONAL
MOOT COURT COMPETITION
2026**

Theme: INTERNATIONAL TRADE LAW



**06th - 08th
February 2026**



**Bennett University
Greater Noida, Delhi (NCR)**

Campus: TechZone II, Greater Noida

A Times Group Initiative





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NOVATERRA - MEASURES CONCERNING VIOLATION OF LABOUR STANDARDS¹

1. The Grand Republic of Boscona (Boscona) is a developed, high-income economy with a nominal GDP of USD 3.5 trillion and an area of approximately 700,000 sq. km. Boscona is a founding Member of the World Trade Organization (WTO). Boscona maintains some of the world's strictest environmental, workplace safety and labour regulations, and global consumers place high trust in Boscona's ethical supply chain standards. Boscona is a major global exporter of high-quality textile blends and processed chemicals.
2. The Federal State of Novaterra (Novaterra) is a large, fast-growing economy with a nominal GDP of USD 1.8 trillion and a vast area of approximately 3.2 million sq. km. Novaterra is a founding member of GATT and WTO, with a population of over 150 million and a federal system of governance. Novaterra's constitution provides for unitary, concurrent, and state subjects in Lists I, II and III, respectively. Rule-making power for matters related to environment and labour primarily fall under List II of Novaterra's Constitution. Novaterra comprises 10 sub-federal states, and has diverse cultures, languages, and religions. Although Novaterra is the fourth largest economy globally (and growing), there are developmental and employment challenges. Geographically, Novaterra has a plateau (the "Nova Shield") rich in black soil for cotton cultivation in the central region. Novaterra is also one of the leading exporters of basic and specialised textiles and apparels, chemicals, and pesticides at the global level.
3. The United Islands of Zephyra (Zephyra) is a coastal Least Developed Country (LDC), with an area of 8,000 sq. km and GDP of USD 5 Billion. Zephyra's economy is primarily agrarian, along with a small-scale textile industry. Zephyra is known for its niche textile and apparel products, valued for quality and respect for environmental and labour standards. Zephyra recently acceded to the WTO in 2017. Zephyra maintains high standards of domestic environment and labour protection. Zephyra has ratified all ten International Labour Organization (ILO) fundamental Conventions and has domestic laws implementing all the core labour standards.
4. Novaterra and Boscona are founding members of the ILO. They have ratified four fundamental ILO conventions, the Worst Forms of Child Labour Convention, 1999 (No. 182), Minimum Age Convention, 1973 (No. 138), Abolition of Forced Labour Convention, 1957 (No. 105) and Discrimination (Employment and Occupation) Convention, 1958 (No. 111). Neither of them has ratified the ILO Occupational Safety and Health Convention, the Promotional Framework for Occupational Safety and Health Convention, Freedom of Association and Protection of the Right to Organize, 1948 (Convention No. 87) and Right to Organize and Collective Bargaining, 1949 (Convention No. 98). Boscona, however, has initiated systematic efforts towards aligning the domestic laws with requirements under the fundamental ILO Conventions that it is yet to ratify.

¹ The problem is drafted by Centre for Trade and Investment Law, guided by Ms. Shiny Pradeep, Ms. Shana Sharma and Mr. Ridhish Rajvanshi. Participations must not contact the authors. Any communication may lead to disqualification.

5. On 17 March 2022, Boscona and Novaterra signed a Free Trade Agreement (FTA) - the Comprehensive Economic and Trade Partnership (CETP). CETP came into force on 1 January 2023 and covers 92% bilateral trade for liberalised market access.
6. Being envisaged as a modern FTA, CETP includes chapters on Environment and Labour. One of the substantive provisions in CETP's Labour Chapter requires Parties to "effectively enforce their domestic labour laws" and "not derogate from the existing standards of labour protection in order to encourage trade or investment". CETP also requires each Party to respect, promote, and realise, in good faith, the core labour standards within their domestic legal framework, in accordance with the ILO Declaration on Fundamental Principles and Rights and Work, as amended in 2022. The CETP also defines "derogation".
7. Under CETP, Boscona committed to grant duty-free access to a range of products, covering certain labour-intensive goods of Novaterra (such as textiles, minerals, chemicals and pesticides) from entry into force of the agreement and on fulfilling compliance with the relevant domestic laws and regulations of the exporting Party or the country of production. Additionally, the Parties agreed for Article 2.19 on "Compliance with other Chapters of the CETP" in the Trade in Goods chapter providing that goods which receive preferential market access treatment under the CETP may be denied the market access benefits on a finding of egregious breach of human rights, labour or environmental standards, including those agreed to under the CETP or within the international framework.
8. During 2022-23, rising instances of imports of cheaply manufactured products in Boscona were reported, which raised concerns not just of quality and consumer safety but of ethical and sustainable consumption practices in Boscona. There were additional reports regarding the proliferation of imported goods in Boscona allegedly produced through forced and exploitative labour and with little regard for occupational safety and health of workers. These reports made reference to the information from ILO statistics as well as reports commissioned by government agencies of Boscona, including the Department of Labour Statistics of Boscona (DLS) suggesting that the goods imported into Boscona, particularly from the textiles, garments, and other labour-intensive sectors, were being produced under compromised standards of labour safety.
9. An article in a newspaper titled "Trade and prosperity: at the cost of what?" was also published highlighting the results and observations from such reports. Boscona's government and civil society grew increasingly alarmed at reports of domestic research organisations, journalists, and advocacy groups. In response to the mounting pressure, in January 2024, Boscona notified the Duty-Free Access Scheme for ethically imported goods (DFAS).
10. DFAS was introduced as a tool to ensure cleaner supply chains from enhanced trade. It liberalises trade for developing countries and LDC, while ensuring that this does not open floodgates for goods which do not comply with ethical labour and environmental standards.
11. In particular, DFAS promotes adherence to core labour rights. The DFAS grants zero-tariff, quota-free access to all labour intensive sector goods (such as textiles, chemicals, mining, etc.) from developing or LDCs subject to following two conditions: (i) the exporting developing country or LDC demonstrates respect for and adherence to fundamental principles of work and core labour standards (as set out in ILO Fundamental Principle and Rights at work); and (ii) there are no reported instances of violation of forced labour or child labour in the premise of the factory or entity that exports. DFAS works on a dual basis, i.e., international commitments of developing countries and LDCs and their compliance with such commitments; respect and fulfilment of labour standards and rights by entities and their units or facilities.

12. DFAS is a domestic regulatory measure of Boscona, and is structured as a non-reciprocal preferential scheme, meaning that the benefits are not conditional on tariff concessions granted by developing countries or LDCs to Bosconian exports. The provisions of DFAS apply to FTA partners of Boscona. Zephyra is a significant exporter of textiles to Boscona and qualifies for the duty-free treatment under the DFAS.
13. Section 4(5) of the DFAS provides that on submission of credible evidence by any person regarding importation of goods into Boscona where an egregious breach of human rights, labour or environmental standards was involved in the exporting or producing party, or where the goods are alleged to be produced from forced or child labour or under poor conditions of occupational safety and health, the DLS may make an appropriate recommendation to the Boscona's Customs authority, which may block imports of goods with an immediate effect.
14. Further, Section 7 provides that if there are systematic or continued violations of labour standards, this would evidence a lack of action by the government authorities and constitute an egregious breach of the concerned standard under Section 6.
15. Section 6(2) confers the power on Boscona's Ministry of Trade and Economic Affairs to temporarily suspend the market access benefits for indefinite periods under the relevant provisions of Boscona's FTAs.
16. Novaterra is the second largest textiles and apparels exporter to Boscona. Pursuant to entry into force of CETP, the MFN duty of 20% was reduced to 7.5% on entry into force on 01 January 2023 and to be eliminated by 2038 (phased reduction in equal instalments over a period of 15 years from entry into force). Accordingly, Novaterra immediately secured preferential-duty access for approximately \$5 billion worth of annual exports to Boscona across all labour-intensive sectors, including textiles, minerals, and chemicals.
17. Novaterra has federal and sub-federal level laws for implementation of labour standards, specifically pertaining to the ILO Fundamental Conventions that Novaterra has ratified. On the unratified fundamental ILO Conventions, including the two conventions pertaining to occupational safety and health, Novaterra maintains certain standards with specific elements being under progressive adoption and implementation.
18. Between February 2023 and September 2023, Boscona's Customs authorities rejected over 80 separate consignments of Novatterrian textiles and apparels destined for preferential-duty clearance. These initial rejections were primarily due to the importers' failure to submit document evidencing compliance with specific labour standards and documents to support maintenance of adequate occupational health safeguards and equipment for workers in the manufacturing facilities.
19. Novaterra, requested a special meeting under the Subcommittee on Trade in Goods to discuss the concern regarding clearance of consignments faced by its industry and requested for expedited resolution for continued FTAs benefits. During the consultations, Novaterra stated that it accorded utmost priority to labour standards and safety, and that Novaterra's domestic laws on labour standards were robust and largely complied with Novaterra's international commitments.
20. Boscona stated that the consignments were stopped in furtherance of Boscona's customs protection laws and that Boscona continued to fulfil its FTA commitments of customs tariffs on a range of goods including the ones of which the consignments were stopped. The consultations concluded after 45 days. The Joint Outcome recognised Boscona and Novaterra as "trusted FTA partners" and stated that "both countries continue to accord high priority to ensure labour welfare and safe

environmental standards within their respective territories”. In addition, the outcome noted that “the parties place trust on each other and would continue to fulfil their FTA obligations as trusted partners”. Boscona referred to Article 2.9 of the Trade in Goods Chapter regarding fulfilment of obligations by Novaterra.

21. Novaterra’s labour laws are a subject matter of concurrent jurisprudence by the federal and sub-federals levels of government. A law is enacted at federal level with states having the power to adopt it with revisions based on their regional specificities. States usually make modifications to federal legislation as per their requirements. In 2021, Novaterra government launched the campaign of “Make Novaterra Big” (MNB). In 2022, Novaterra's federal government proposed a range of reforms in existing laws for ensuring resilient growth and development over the course of the next two decades. One of the reforms was to adopt the Occupational Safety and Health (OSH) Code. The OSH Code 2020 was adopted on 1 October 2022 at the federal level with states free to adopt the revisions by formulation and notification of rules. The Code also includes a Chapter on National Council on Labour Ethics (NCLE) that certifies factories or units deemed in compliance with OSH Code.
22. Novaterra’s major textile producers rely on a mix of full-time and highly flexible contract labour (seasonal workers), a common practice in Novaterra. Novaterra relies on this flexible model for meeting seasonal demand in high-end apparel markets and provides necessary income diversification for its regional labour force. An elimination of this practice would fundamentally restructure Novaterra textile industry's cost and operational model.
23. Olympus, a sub-federal state in Novaterra, did not adopt the Union's OSH Code 2020, exercising its constitutional right and concerns regarding unemployment, seasonal nature of production patterns, and the inability expressed by firms to be able to meet the demands in the export markets. The Governor of Olympus commented that *“the Union is forcing Us to overregulate and adopt regulations that curb our economic growth... While we continue to respect our workers and their commitment, we reinforce the trust in our workplace norms, ethics and laws that are robust and resilient to ensure our long-term growth and development and have withstood the test of time.”*
24. Olympus did not adopt the OSH Code. In January 2023, the government of Olympus initiated its scheme and campaign of “Make Olympus the Global Textile and Apparel Hub” (MOGTAH). Under MOGTAH, in addition to traditional textiles manufacturing, the government targeted newer generation “technical textiles” to diversify the seasonal pattern of manufacturing and to ensure sustained and long-term employment opportunities for all textile workers throughout the year. This new generation of textiles aim to supplement the present production cycles in Olympus, and focuses on protective textiles for heat, radiation, bulletproof jackets, and fireproof clothing, sportswear, and sports equipment textiles.
25. Under MOGTAH, the government has promised support (both financial and technical), assistance, expedited approvals and other ease of doing business norms for setting up manufacturing facilities for these new generation technical textiles and apparels. Inspired by promises and incentives under MOGTAH, 25 units were set up during March 2023 and August 2023 and 50 units during September 2023 and February 2024.
26. During August 2023, a circular (Circular No. MLW/23-1) was issued by the Ministry of Labour Welfare, Olympus, simplifying the documentation, monitoring and inspection norms for maintenance of safety guards in manufacturing facilities that are (1) largely mechanised (2) do not employ more than 50 workers. This was subject to the condition that self-assessment reports were submitted and verified for every quarter of a calendar year along with a declaration by the manager

of the facility that “*there was no threat to the health and safety of workers employed by the facility and that adequate safety checks were done*”.

27. Subsequently, in September 2023, another circular (Circular No. MLW.23-9) was issued by the Ministry of Labour Welfare with structural shifts and adjustments in standard working hours. While the earlier law permitted a standard 8-9 hours work per day with a possibility of overtime up to 10.5 hours (not more than 4 days a week), the circular made this to 8-9.5 hours of work per day and the possibility of extending overtime to 12 hours per day (not more than 4.5 days a week) with extra compensation beyond the existing norms for workers doing more than three days of overtime. The circular stated that this was a transitory measure aimed to facilitate the operations of the nascent industry.
28. Further, Olympus State Rules on Occupational Safety, 2024 modified the mandatory requirement for internal safety committees, appointment of certified welfare or safety officers, and maintenance of comprehensive on-site safety documentation for facilities with 50 or more workers from 20 or more, as provided in OSH 2020 code.
29. In January 2025, the Bureau of Trade Statistics (BTS), a government funded rating agency of Novaterra, released trade statistics for 2023-2024, and highlighted exports in the new category of technical textiles, sportswear, and protective wear. For the quarter ending December 2024, this new category constituted a 2.5% share of overall textile exports of Novaterra. Other textile exports had notably increased by about 3%.
30. In April 2025, a fire accident was reported in the Coltan-Tantaline factory, Olympus, Novaterra, which is primarily responsible for manufacturing chemicals and dyes. A unit of Coltan Tantaline manufactures a category of dyes used exclusively for “Trite-Smert”, one of the textiles manufacturing companies of Novaterra. The accident in Coltan-Tantaline resulted in the death of 23 workers. The investigation committee report noted that the workers were on a 12-hour shift, fatigue and a failure of inspection and safety system led to the cause of the fire incident. The investigation into the August 2025 fire revealed that 18 of the 23 deceased workers had worked a 12-hour shift on the day of the incident, and several had routinely exceeded this limit, working up to 70 hours per week over a two-week period.
31. The incident provoked widespread global outrage across social media and was heavily criticised in print and electronic media worldwide. There were demands for stricter safety measures and effective implementation of international conventions and domestic laws.
32. In the aftermath of the incident, in an open public forum organised by the Bosconia’s government with its interested stakeholders and the public, concerns were raised regarding measures by Bosconia to ensure its supply chain and imports were clean and ethical. One labour organisation enquired about the Bosconian government’s plans of raising the issue regarding the recent incident in Novaterra with the Novaterrian government under the FTA mechanism Bosconia’s Minister of Trade and Economic Affairs stated that Bosconia accorded prime importance to clean imports and its FTAs were cognisant of these concerns. It also noted that while there were no imports from the facility where this incident occurred, Bosconia would cooperate with Novaterra as a trusted partner towards promoting overall trade, environment, and labour welfare, including promoting ethical standards in global s supply chains.
33. In August 2025, an incident occurred in the Trite Smert facility in Novaterra, which had set up a unit to manufacture technical textiles. A machine malfunctioned during an overtime hour and there

was no technician available to address the issue. There was no loss of life, but two workers were injured.

34. An NGO based in Zephyra reported that Novaterra had failed to uphold the fundamental labour standards. The NGO further noted that, as members of the international framework, Novaterra had failed to fulfil its commitments to ‘respect, promote and realise’ fundamental ILO standards as well as fundamental principles of work within their domestic legal systems in accordance with the ILO’s Fundamental Principles and Rights at Work. The report explicitly stated that the extended shifts under Circular No. MLW/23-9 and the Olympus State Rules on Occupational Safety, 2024 created conditions of fatigue directly contributing to the accident’s severity.
35. In July 2025, several demonstrations and movements were held in Boscona highlighting the importance of ensuring cleaner supply chains, and prioritising labour rights in local manufacturing as well as consumption.
36. In October 2025, a consignment of specialised textiles from the State of Olympus was rejected. The accompanying documentation was deemed invalid because a mandatory OSH inspection required by the federal OSH Code 2020 was overdue by 15 months, even though the Code had been fully effective since October 2023. Subsequent media reports highlighted this single missed inspection as symptomatic of broader administrative challenges and a severe backlog within the Olympus labour inspectorate, with one report noting that the inspection had been due for last 12-15 months.
37. Further, Boscona highlighted that the consignment was rejected since valid documents were not submitted as required under the DFAS Act. The Customs authority also cited multiple credible representations received (including international reports, media investigations, and NGO findings suggesting serious lapses in Novaterra’s labour enforcement) and inputs from DLS under the DFAS Act. Boscona Customs authority further noted that such information, though secondary, was “credible and sufficient” to indicate non-compliance with the FTA obligations.
38. Boscona also discussed the recent accidents in Olympus and the administrative issues regarding inspections in manufacturing facilities within the FTA Subcommittee. Novaterra stated that the news reports were exaggerated and anyway constituted one-off instances due to failure of machinery and related circumstances but not a systematic failure to enforce domestic laws or fulfil other FTA obligations.
39. Novaterra, in response through the official spokesperson of the Government, vehemently denied these allegations. In her statement, Novaterra emphasised that the documentation mechanism, administered through the NCLE, ensures that all registered factories in Novaterra complied with core labour standards. The spokesperson highlighted Boscona’s reliance on unverified secondary sources, without conducting any independent inspection, consultation, or verification process, constituting a violation of procedural fairness and good faith required under international trade norms.
40. Boscona pursuant to Article 30.7 requested consultations with Novaterra on its failure to carry out its obligations under the CETP on the account of rising concerns on surging incidents related to forced labour standards and occupational safety. Novaterra did not reply to the consultation request by Boscona within 10 days from the date of request.

41. The Grand Republic of Boscona (complainant) pursuant to subparagraph 1(a) of Article 30.8 requested the establishment of panel to find that the Federal State of Novaterra has violated its obligations under the Trade and Labour Chapter and Article 2.9 of the Boscona-Novaterra CETP.
- (a) the Federal State of Novaterra fail to fulfil its obligation under the CETP's Labour Chapter to effectively enforce its domestic labour laws, specifically the federal OSH Code 2020 and the circulars and rules issued by State of Olympus, which resulted in the significant reduction of mandatory governmental OSH inspections and the inadequate safety standards leading to the fatal accident in August 2025;
 - (b) the implementation of Novaterra's OSH Code 2020 and circulars and rules issued by the State of Olympus constitute a derogation from Novaterra's existing level of labour protection to encourage trade or investment, in violation of the Labour Chapter of the CETP; and
 - (c) the Federal State of Novaterra violated the Labour Chapter obligation to "respect, promote, and realise the core labour standards, in good faith, the fundamental ILO Conventions, including those on occupational safety and health," within its domestic legal framework.
42. Novaterra released a press statement that *"Novaterra is saddened by the dispute brought forward by its long-standing trusted trade partner, Boscona, and reiterates that there is no systemic non-compliance by Novaterra with its core labour standards obligations as well as obligations under the Labour Chapter of the Novaterra-Boscona CETP. Boscona is in breach of its obligations under CETP by denying preferential duty access for Novaterra's goods including incorrect application of Article 2.9 of Trade in Goods chapter. Novaterra is committed towards ensuring respect, promotion, and realisation, in good faith, of the principles concerning the fundamental rights at work."*

NOTE: Students are not to deviate from the issues specified above. Counter-claims are not permitted. DFAS is not to be challenged. The scope of the oral proceedings is limited to violations of labour obligations by Novaterra, as covered by subparagraphs above and not to be extended beyond.

ANNEX A: Free Trade Agreement between Boscona and Novaterra

Boscona-Novaterra Free Trade Agreement

The Government of the Grand Republic of Boscona (“Boscona”) and the Government of the Federal State of Novaterra (“Novaterra”), hereinafter referred to individually as a “Party” and collectively as “the Parties”;

RECOGNISING the Parties’ strong, historic, and developing relationship, the friendly ties that exists between their people, and wishing to strengthen these links through the creation of a free trade area, thus establishing close and lasting relations;

CONSCIOUS of their respective rights and obligations under the Marrakesh Agreement Establishing the World Trade Organization, in a manner conducive to the development of regional and international cooperation, thereby contributing to the harmonious development and expansion of world trade;

ACKNOWLEDGING their respective rights and obligations under international law, including those set out in UN Charter, the Universal Declaration of Human Rights, International Labour Organization;

ESTABLISH an agreement to address economic and strategic challenges and opportunities, and contribute to advancing their respective legislative priorities over time;

BUILDING predictable, fair, and competitive markets that respect the environment, health and safety, and labour rights;

RECOGNISING the importance of mutually supportive trade and environmental policies and of taking urgent action to protect the environment, reaffirming each Party’s commitments under multilateral environment agreements including the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement;

AFFIRMING the importance of coherent and mutually supportive trade and labour policies, including the promotion of adherence to internationally recognised labour rights, and of full and productive employment and decent work for all;

...

RECOGNISING their right to regulate and to preserve the flexibility of the Parties to set legislative and regulatory priorities;

RECOGNISING FURTHER the need to protect legitimate public welfare objectives, such as health, safety, environmental protection, conservation of living or non-living exhaustible natural resources, integrity and stability of the financial system, and public morals, in accordance with the rights and obligations provided in this Agreement;

CONVINCED that this Agreement will open a new era for the relationship between the Parties;

HAVE AGREED, as follows:

CHAPTER 1 INITIAL PROVISIONS AND GENERAL DEFINITIONS

...

ARTICLE 3 General Definitions

“customs duty” includes any duty or charge of equivalent effect imposed on or in connection with the importation of goods, including any form of cess, surtax, or surcharge in connection with such importation, but does not include:

- (a) a charge equivalent to an internal tax imposed consistently with Article III:2 of GATT 1994;
- (b) a measure applied in accordance with the provisions of Articles VI or XIX of GATT 1994, the Anti-Dumping Agreement, the SCM Agreement or the Agreement on Safeguards, or a measure imposed in accordance with Article 22 of the Dispute Settlement Understanding by the WTO Dispute Settlement Body; or
- (c) a fee or other charge in connection with importation commensurate with the cost of services rendered in conformity with Article VIII of GATT 1994;

...

“GATT 1994” means the General Agreement on Tariffs and Trade 1994, set out in Annex 1A to the WTO Agreement. For greater certainty, references in this Agreement to articles in GATT 1994 include the interpretative notes;

...

“labour rights” means:

- (a) the following rights, set out in the ILO Declaration:
 - (i) freedom of association and the effective recognition of the right to collective bargaining;
 - (ii) the elimination of all forms of forced or compulsory labour;
 - (iii) the effective abolition of child labour and, for the purposes of this Agreement, a prohibition on the worst forms of child labour;
 - (iv) the elimination of discrimination in respect of employment and occupation; and
 - (v) a safe and healthy working environment; and
- (b) acceptable conditions of work with respect to minimum wages and hours of work;

“enterprise” means any entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or government-owned, including any corporation, trust, partnership, joint venture, sole proprietorship, or association;

“measure” includes any measure, whether in the form of a law, regulation, rule, procedure, decision, practice, administrative action, or any other form;

“national” means:

- (a) for Novaterra, natural persons having citizenship in accordance with Novaterra’s laws and regulations;
- (b) for Boscona, a citizen in accordance with Boscona’s applicable laws and regulations, or a permanent resident;

“person” means a natural person or an enterprise;

...

“WTO” means the World Trade Organization; and

“WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh on 15 April 1994.

ARTICLE 1.4 **Relationship to Other Agreements**

The Parties affirm their respective rights and obligations under the WTO Agreement and the other agreements negotiated thereunder to which they are a party and any other international agreements to which they are a party.

ARTICLE 1.5 **Central, Regional and Local Government**

Each Party is fully responsible for the observance of all obligations and commitments under this Agreement, and shall take such reasonable measures as may be available to it to ensure the observance of all obligations and commitments under this Agreement by its respective regional and local governments and authorities.

CHAPTER 2 TRADE IN GOODS

...

ARTICLE 2.2 Scope

Unless otherwise provided in this Agreement, this Chapter shall apply to trade in goods between the Parties.

ARTICLE 2.3 National Treatment

Each Party shall accord national treatment to the goods of the other Party in accordance with Article III of GATT 1994.

...

ARTICLE 2.9 Compliance with other Chapters of the CETP

The Parties recognise the need to meet United Nations Sustainable Development Goals and their respective commitments on human rights, labour, and environment commitments. To this end, Parties note that preferential treatment under this Agreement may be suspended on finding of egregious breach of human rights, labour and environment standards, including those agreed within in chapters related to trade and sustainability, including Chapter 18 (Trade and Labour), Chapter 19 (Trade and Environment) and Chapter 20 (Trade and Gender) and the international framework.

...

ARTICLE 2.18 Subcommittee on Trade in Goods

1. The Parties hereby establish a Subcommittee on Trade in Goods (“Goods Subcommittee”), comprising representatives of each Party. The Goods Subcommittee shall act by mutual agreement.
2. The Goods Subcommittee shall meet at the request of either Party to consider any matter arising under this Chapter at such times and venues or by such means as agreed on by the representatives of the Parties. The Goods Subcommittee shall meet at least every two years or more frequently as the Parties agree. The Parties shall jointly chair the meetings of the Goods Subcommittee.
3. The Goods Subcommittee’s functions shall include:
 - (a) promoting trade in goods between the Parties, including through consultation on accelerating customs duty elimination under this Agreement and other issues as appropriate;
 - (b) reviewing and monitoring the implementation of this Chapter and Chapter 3 (Rules of Origin). Working groups under this Chapter shall report to the Goods Subcommittee;

- (c) to the extent possible, promptly seeking to address tariff and non-tariff barriers to trade in goods between the Parties;
 - (d) reviewing the future amendments to and updating of the Harmonized System to ensure that the obligations of the Parties are not altered;
 - (e) addressing issues relating to the administration and operation of tariff rate quotas;
 - (f) where appropriate, referring matters considered by the Goods Subcommittee to the Joint Committee; and
 - (g) undertaking any other work that the Joint Committee assigns to it.
4. The Subcommittee shall take decisions by mutual agreement.
 5. In-person meetings conducted pursuant to paragraph 1 shall be held alternately in the territories of the Parties, unless the Parties agree otherwise. The Party hosting a session of the Subcommittee shall provide any necessary administrative support for such session.
 6. Upon request by a Party, the Subcommittee may hold special sessions without undue delay at a mutually convenient date.
 7. Each Party shall be responsible for composition of its delegation.

CHAPTER 7

TECHNICAL BARRIERS TO TRADE

...

ARTICLE 7.2

Objective

The objective of this Chapter is to facilitate trade, including by eliminating unnecessary technical barriers to trade, enhancing transparency, facilitating information exchange, and promoting cooperation.

ARTICLE 7.3

Scope

1. Unless this Chapter provides otherwise, this Chapter shall apply to the preparation, adoption, and application of all technical regulations, standards, and conformity assessment procedures of central level of government bodies which may affect trade in goods between the Parties.
2. Each Party shall take such reasonable measures as may be available to it to ensure compliance with this Chapter by regional level of government bodies within its territory, which are responsible for the preparation, adoption, and application of technical regulations, standards, and conformity assessment procedures.
3. All references in this Chapter to technical regulations, standards, and conformity assessment procedures shall be construed to include any amendments to them and any addition to the rules or the product coverage of those technical regulations, standards, and procedures except amendments and additions of an insignificant nature.
4. This Chapter shall not apply to:
 - (a) purchasing specifications prepared by a governmental body for production or consumption requirements of a governmental body; or
 - (b) sanitary or phytosanitary measures.
5. Nothing in this Chapter shall prevent a Party from adopting or maintaining technical regulations, standards, or conformity assessment procedures in accordance with its rights and obligations under this Agreement and the TBT Agreement.

ARTICLE 7.4

WTO TBT Agreement

1. The Parties affirm their rights and obligations under the TBT Agreement.
2. The following provisions of the TBT Agreement are incorporated into and made part of this Agreement, *mutatis mutandis*:

- (a) Article 2 (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies);
- (b) Article 5 (Procedures for Assessment of Conformity by Central Government Bodies);
- (c) Annex 1 (Terms and their Definitions for the Purpose of this Agreement) including its chapeau and explanatory notes; and
- (d) paragraphs D to F of Annex 3 (Code of Good Practice for the Preparation, Adoption and Application of Standards).

...

CHAPTER 18 TRADE AND LABOUR

ARTICLE 18.1 Definitions

For the purposes of this Chapter:

“2014 Protocol to the ILO Forced Labour Convention” means the Protocol of 2014 to the Forced Labour Convention 1930 (No. 29) done at Geneva on 11 June 2014;

“Call to Action to End Forced Labour, Modern Slavery and Human Trafficking” means the Call to Action to End Forced Labour, Modern Slavery and Human Trafficking done at New York City on 19 September 2017;

“ILO” means the International Labour Organization;

“ILO Centenary Declaration for the Future of Work” means the Centenary Declaration for the Future of Work done at Geneva on 21 June 2019;

“ILO Declaration on Fundamental Principles and Rights at Work” means the Declaration on Fundamental Principles and Rights at Work and its Follow-up 1998 done at Geneva on 18 June 1998;

“ILO Declaration on Social Justice for a Fair Globalization” means the Declaration on Social Justice for a Fair Globalization of 2008 done at Geneva on 10 June 2008;

“Modern Slavery” means forced or compulsory labour, human trafficking, debt bondage, or other slavery and slavery like practices as defined in the laws and regulations of each Party; and

ARTICLE 18.2

Objective

1. The objective of this Chapter is for the Parties to promote the development of international trade and investment between them in a way that is conducive to full and productive employment and decent work for all.
2. The Parties affirm their commitment to mutually supportive trade and labour policies and practices, including the promotion of adherence to internationally recognised labour rights and decent work, and cooperation and dialogue between the Parties.

ARTICLE 18.3

Trade and Labour

1. Each Party reaffirms its commitment to respect, promote, and realise, in good faith, the principles concerning the fundamental rights at work, as set out in the ILO Declaration on Fundamental Principles and Rights at Work (1998, as amended).
2. The Parties further agree that a safe and healthy working environment is fundamental to these principles.
3. Each Party shall strive to ratify and effectively implement the ILO Governance (Priority) Conventions, including the Labour Inspection Convention, 1947 (C81), and the Occupational Safety and Health Convention, 1981 (C155) and the Promotional Framework for OSH Convention, 2006 (C187).
4. The Parties affirm their obligations as members of the ILO, and the commitments stated in the ILO Declaration on Fundamental Principles and Rights at Work, the ILO Declaration on Social Justice for a Fair Globalization, and the ILO Centenary Declaration for the Future of Work, regarding labour rights within their territories.
5. Recalling the ILO Declaration on Social Justice for a Fair Globalization of 2008, as amended in 2022, the Parties recognise that violation of fundamental principles and rights at work cannot be invoked or otherwise used as legitimate comparative advantage. The Parties also affirm that labour standards should not be used for protectionist trade purposes. In this context, the Parties underline that their respective legitimate comparative advantages must in no way be put into question.
6. The Parties recognise the important role of workers' and employers' organisations in participating in the international development and supervision of internationally recognised labour rights.
7. The Parties also recognise the importance of tackling modern slavery in global supply chains to promote inclusive and sustainable economic growth, full and productive employment, and decent work for all.
8. To establish non-compliance with respect to an obligation under paragraphs 1 or 4, a Party shall demonstrate that the other Party has failed to adopt or maintain a law, regulation, or practice to encourage trade or investment.

9. Nothing in this Chapter shall be construed to empower a Party's authorities to undertake labour law enforcement activities in the territory of the other Party.

ARTICLE 18.4 **Right to Regulate and Levels of Protection**

1. The Parties recognise the sovereign right of each Party to:
 - (a) determine its own labour policies and priorities;
 - (b) establish its own levels of labour and social protection; and
 - (c) establish, adopt, or modify its labour laws and policies, in a manner consistent with its international labour commitments including those referred to in this Chapter.
2. Each Party shall strive to ensure that its labour laws and policies provide for and encourage high levels of labour protection and strive to continue to improve those laws and policies with the goal of providing high levels of labour protection.
3. Neither Party shall, through a sustained or recurring course of action or inaction, fail to effectively enforce its labour laws to encourage trade or investment between the Parties.
4. Neither Party shall waive or otherwise derogate from, nor offer to waive or derogate from, its domestic labour laws in a manner that weakens or reduces the protection afforded in those laws, as an encouragement for trade or investment.

ARTICLE 18.5 **Occupational Safety and Health**

1. Each Party shall ensure that its laws and regulations, including those related to Occupational Safety and Health, are aligned with the principles referenced in paragraphs 1 through 6 of Article 18.3 and shall not fail to effectively enforce its domestic labour laws through a sustained or recurring course of action or inaction.
2. A failure to effectively enforce shall be deemed to be "in a manner affecting trade or investment" if the failure is in a sector that produces goods for trade between the Parties. For greater certainty, "affect" refers to an influence or a material impression on trade or investment between the Parties; and "manner" does not mean a solitary action in itself.

ARTICLE 18.6 **Decent Work**

Recalling the ILO Decent Work Agenda as expressed in the ILO Declaration on Social Justice for a Fair Globalization, the Parties recognise the importance of decent work, and each Party shall, with due regard to national conditions, circumstances and priorities, endeavour to promote and cooperate in promoting through its laws and regulations, policies, and practices the objectives of the ILO Decent Work Agenda,

with respect to labour protection. The Parties shall also consider, where relevant, their specific ILO Decent Work Country Programmes in furtherance of this provision.

ARTICLE 18.7

Forced Labour

Each Party recognises the goal of eliminating all forms of forced or compulsory labour, including forced or compulsory child labour. Accordingly, each Party shall promote steps to discourage, through initiatives it considers appropriate, practices involving forced and compulsory labour, including forced and compulsory child labour.

ARTICLE 18.8

Enforcement and Labour Inspection Systems

1. Each Party affirms its commitment to maintaining a robust and independent labour inspection system sufficient to ensure effective enforcement of OSH standards in all workplaces, particularly in high-risk sectors such as mining and chemical processing.
2. A Party's decision to substitute regular, independent state inspections with internal, industry-managed audits shall be deemed a prima facie failure to maintain a robust inspection system under this Article, unless the Party can demonstrate that the internal system provides an equivalent or superior level of protection and accountability.

...

CHAPTER 27
GENERAL PROVISIONS AND EXCEPTIONS

ARTICLE 27.1
General Exceptions

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 3 (Rules of Origin), Chapter 5 (Customs and Trade Facilitation), Chapter 6 (Sanitary and Phytosanitary Measures), Chapter 7 (Technical Barriers to Trade), Chapter 12 (Digital Trade), and Chapter 18 (Trade and Labour), Article XX of GATT 1994 is incorporated into and made part of this Agreement, *mutatis mutandis*.
2. For the purposes of Chapter 8 (Trade in Services), Chapter 9 (Financial Services), Chapter 10 (Temporary Movement of Natural Persons), Chapter 11 (Telecommunications) and Chapter 12 (Digital Trade), Article XIV of GATS is incorporated into and made part of this Agreement, *mutatis mutandis*.
3. The Parties understand that Article XX(g) of GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.
4. Nothing in this Agreement shall be construed to prevent a Party from implementing a suspension of concessions or other obligations, including maintaining or increasing a customs duty, that is authorised by the Dispute Settlement Body of the WTO.

ARTICLE 27.2
Security Exceptions

1. Nothing in this Agreement shall be construed to:
 - (a) require a Party to furnish any information the disclosure of which it considers contrary to its essential security interests; or
 - (b) prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:
 - (i) relating to the production of or traffic in arms, ammunition and implements of war and to other activities carried on, directly or indirectly, for the purpose of supplying or provisioning a military establishment;
 - (ii) relating to the supply of services as carried on, directly or indirectly, for the purpose of supplying or provisioning a military establishment;
 - (iii) taken in time of national emergency, war, or other emergency in international relations;
 - (iv) relating to the protection of critical public infrastructure, whether publicly or privately owned, including communications, power, and water infrastructure;

- (v) relating to fissionable and fusionable materials or the materials from which they are derived; or
- (c) prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

...

Article 27.5 **Disclosure of Information**

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to information, the disclosure of which would be contrary to its law or would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

Article 27.6 **Confidentiality**

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information provided in confidence by the other Party pursuant to this Agreement.
2. Information provided in confidence pursuant to this Agreement shall be used only for the purposes specified by the Party providing the information.
3. Notwithstanding paragraph 1, the confidential information provided pursuant to this Agreement may be transmitted to a non-Party subject to prior consent of the Party providing the information.
4. Nothing in this Article shall prevent a Party from disclosing information where it is required to do so under its law, or to the extent it may be necessary in the context of judicial or quasi-judicial proceedings. In such situations, the Party that has received the information shall notify the other Party of the release or disclosure.

CHAPTER 30 DISPUTE SETTLEMENT

ARTICLE 30.1 Definitions

For the purposes of this Chapter:

“cases of urgency” means those cases which concern goods that rapidly lose their quality, current condition, or commercial value, in a short period of time, including perishable goods;

“Code of Conduct” means the code of conduct referred to in Article 30.21 (Rules of Procedure and Code of Conduct) and set out in Annex 30B (Code of Conduct);

“complaining Party” means the Party that requests consultations under Article 30.7 (Consultations);

“panel” means a panel established under Article 30.8 (Request for Establishment of a Panel) or reconvened under Articles 30.14 (Compliance Review), 30.15 (Compensation and Suspension of Concessions or other Obligations), or 30.16 (Compliance Review after Suspension of Concessions or other Obligations);

“responding Party” means the Party to which a request for consultations is made under Article 30.7 (Consultations); and

“Rules of Procedure” means the rules of procedure referred to in Article 30.21 (Rules of Procedure and Code of Conduct) and set out in Annex 30A (Rules of Procedure).

...

ARTICLE 30.4 Scope

1. Unless otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning the interpretation or application of this Agreement, wherever a Party considers that:
 - (a) a measure of the other Party is inconsistent with its obligations under this Agreement; or
 - (b) the other Party has otherwise failed to carry out its obligations under this Agreement.
2. This Chapter shall apply subject to such special and additional provisions on dispute settlement contained in other Chapters of this Agreement.

...

ARTICLE 30.5
Choice of Forum

1. If a dispute arises regarding a right or obligation under this Agreement and a substantially equivalent right or obligation under another international agreement to which both Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to settle the dispute.
2. The complaining Party shall be deemed to have selected the forum in which to settle the dispute when it has requested the establishment of, or referred the matter to, a panel or tribunal, pursuant to Article 30.8 (Request for Establishment of a Panel) or under the relevant provisions of the other international agreement.
3. Once the complaining Party has selected the forum in which to settle the dispute, that forum shall be used to the exclusion of all other fora², unless the forum selected first fails to make findings on the issue in dispute for jurisdictional or procedural reasons.

ARTICLE 30.6
Good Offices, Conciliation, or Mediation

1. The Parties may at any time agree to undertake an alternative method of dispute resolution, such as good offices, conciliation, or mediation.
2. If the Parties agree, procedures undertaken pursuant to paragraph 1 may continue while proceedings of the panel provided for in this Chapter are in progress.
3. Procedures undertaken pursuant to paragraph 1 and, in particular, positions taken by the Parties during these procedures shall be confidential and without prejudice to the rights of a Party in any further or other proceedings.
4. A Party may suspend or terminate the procedures undertaken pursuant to paragraph 1 at any time.

ARTICLE 30.7
Consultations

1. The Parties shall endeavour to resolve any dispute referred to in paragraph 1 of Article 30.4 (Scope) through consultations in good faith, with a view to reaching a mutually agreed solution.
2. A Party may request consultations in writing pursuant to paragraph 1, setting out the reasons for the request, including identification of the measure at issue or other matter under Article 30.4 (Scope) and an indication including a brief description of the factual and legal basis for the complaint.

² For greater certainty, the exclusion of other fora includes the exclusion of consultations in those fora.

3. The responding Party shall reply in writing to the request no later than 10 days after the date of receipt of the request. Unless the Parties agree otherwise, consultations shall be held no later than 30 days, or 15 days in cases of urgency, after the date of receipt of the request.
4. Unless the Parties agree otherwise, consultations shall be deemed concluded 60 days, or 30 days in cases of urgency, after the date of receipt of the request.
5. In the consultations, each Party shall:
 - (a) provide sufficient information to enable a full examination of how the measure at issue or other matter which is the subject of consultations might affect the operation or application of this Agreement;
 - (b) treat any confidential information exchanged in the course of consultations in the same manner as treated by the Party providing the information; and
 - (c) endeavour to ensure the participation of personnel of their competent governmental authorities or other regulatory bodies who have responsibility for or expertise in the matter subject to the consultations.
6. Consultations may be held in person or by any technological means available to the Parties. If the consultations are held in person, they shall be held in the capital of the responding Party, unless the Parties agree otherwise.
7. Consultations, and in particular, positions taken by the Parties during consultations, shall be confidential and without prejudice to the rights of a Party in any further or other proceedings.

ARTICLE 30.8

Request for Establishment of a Panel

1. The complaining Party may request in writing the establishment of a panel to examine the matter arising under this Agreement if:
 - (a) the responding Party does not reply to a request for, or enter into, consultations within the time period specified in paragraph 3 of Article 30.7 (Consultations); or
 - (b) the Parties fail to resolve the dispute through consultations within the time period specified in paragraph 4 of Article 30.7 (Consultations).
2. The request for establishment of a panel shall set out the reasons for the request, including identification of:
 - (a) the specific measure at issue or other matter;
 - (b) whether consultations have been held; and
 - (c) the factual and legal basis of the complaint sufficient to present the problem clearly, including the provisions of this Agreement alleged to have been breached.

3. When a complaining Party makes a written request for the establishment of a panel pursuant to paragraph 1, a panel shall be established in accordance with Article 30.9 (Composition of the Panel).

ARTICLE 30.9 **Composition of the Panel**

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ARTICLE 30.10 **Qualifications of Panellists**

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ARTICLE 30.11 **Functions of a Panel**

1. Unless the Parties agree otherwise, the panel shall perform its functions and conduct its proceedings in a manner consistent with this Agreement, the Rules of Procedure, and the Code of Conduct.

Panel Assessment

2. The panel shall make an objective assessment of the matter before it, including an examination of the facts of the dispute and the applicability of and conformity with this Agreement, and to make the findings and determinations as required in its terms of reference.
3. A panel shall make its findings by consensus. If a panel is unable to reach consensus, it may make its findings by majority vote. A panel shall not disclose which panellists are associated with majority or minority opinions.
4. No finding, determination or recommendation of a panel can add to or diminish the rights and obligations of the Parties provided under this Agreement.
5. The panel, on joint request by the Parties, in its report and decisions, may suggest ways in which the responding Party could implement the panel's findings.

Terms of Reference

6. Unless the Parties agree otherwise, within 20 days of the date of establishment of a panel, the terms of reference of the panel shall be to:
 - (a) examine, in light of the relevant provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel; and
 - (b) make findings of law and fact, and determinations, as provided for in this Agreement, together with the reasons therefor in a written report or decision as provided for in this Chapter.

7. The Parties shall notify the panel of other agreed terms of reference within the time period specified in paragraph 6.

Rules of Interpretation

8. The panel shall interpret this Agreement in accordance with the customary rules of interpretation of public international law. The panel shall also consider relevant interpretations in panel and Appellate Body reports adopted by the Dispute Settlement Body of the WTO.

ARTICLE 30.12 Reports of a Panel³

1. The reports of a panel shall be drafted without the presence of the Parties. The panellists shall assume full responsibility for the drafting of the reports and shall not delegate this responsibility. Opinions expressed in the reports of the panel shall be anonymous. The reports shall include any separate or dissenting opinions on matters not unanimously agreed by the Panel.
2. The panel shall base its reports on the relevant provisions of this Agreement, the submissions, and arguments of the Parties, and on any information or advice it has obtained in accordance with the Rules of Procedure.

Interim Report

3. The panel shall issue its interim report to the Parties no later than 150 days, or no later than 120 days in cases of urgency, after the date of establishment of the panel.
4. The panel shall set out in its interim report:
 - (a) a descriptive section summarising the submissions and arguments of the Parties;
 - (b) its findings on the facts and the applicability of the provisions of this Agreement;
 - (c) its findings on whether:
 - (i) the measure at issue of the responding Party is inconsistent with its obligations under this Agreement;
 - (ii) the responding Party has otherwise failed to carry out its obligations under this Agreement;
 - (d) any other findings jointly requested by the Parties; and
 - (e) its reasons for the findings in subparagraphs (b) through (d).
5. In exceptional cases, if the panel considers that it cannot issue its interim report within the time period specified in paragraph 3, the panel shall promptly inform the Parties in writing of the reasons

³ For greater certainty paragraphs 3 through 9 shall not apply to a panel reconvened under Articles 30.14 (Compliance Review) through 30.15 (Compliance Review after Suspension of Concessions or other Obligations).

for the delay together with an estimate of when it will issue its interim report. The panel shall not exceed an additional period of 60 days, or 30 days in cases of urgency.

6. A Party may submit to the panel written comments no later than 20 days after the date of issuance of the interim report. After considering any written comments by the Parties on the interim report, the panel may modify its report and make any further examination it considers appropriate.
7. The interim report, and the contents of any comments made on an interim report, shall not be made public.

Final Report

8. The panel shall issue its final report to the Parties within 30 days of the issuance of its interim report.
9. The final report of the panel shall be binding on the Parties.
10. A Party may release a copy of the final report to the public. The release shall be subject to the protection of confidential information in accordance with the Rules of Procedure.

ARTICLE 30.13 Compliance with the Final Report

1. If the panel finds that the measure at issue of the responding Party is inconsistent with its obligations under this Agreement, or that it has failed to carry out its obligations under this Agreement, the responding Party shall take, promptly, any measure necessary to eliminate the non-conformity.
2. If immediate compliance is not possible, the responding Party shall, no later than 30 days after the date of issuance of the final report, notify the complaining Party that a reasonable period of time is necessary for compliance with the final report. The Parties shall endeavour to agree on the length of the reasonable period of time required to comply with the final report.
3. If the Parties are unable to agree on the reasonable period of time within 45 days after the date of issuance of the final report, the complaining Party may request in writing the chair of the panel to determine the length of the reasonable period of time. This request shall be made no later than 120 days after the date of issuance of the final report. The chair shall present the Parties with a decision in writing, together with reasons, no later than 45 days after the date of the request.
4. As a guideline, the reasonable period of time, where determined by the chair of the panel, shall not exceed 15 months in all cases, from the date of issuance of the final report to the Parties. The length of the reasonable period of time may be extended at any time by mutual agreement of the Parties.
5. If the responding Party considers that it has complied with the final report, it shall, no later than the date of the expiry of the reasonable period of time, provide the complaining Party with a description of the steps it has taken to comply with the final report.

...

ARTICLE 30.18
Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 30.4 (Scope).
2. If a mutually agreed solution is reached during panel proceedings, the Parties shall jointly notify the agreed solution to the panel. Upon this notification, the proceedings of the panel shall be terminated.
3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.
4. No later than the date of expiry of the agreed time period, the implementing Party shall inform the other Party in writing of any measures taken to implement the mutually agreed solution.⁴
- ...

ARTICLE 30.21
Rules of Procedure and Code of Conduct

1. The proceedings provided for in this Chapter shall be conducted in accordance with the Rules of Procedure and the Code of Conduct, unless the Parties agree otherwise.
2. Notwithstanding subparagraph 2(g) of Article 27.2 (Functions of Joint Committee – Administrative and Institutional Provisions) and Article 30.2 (Amendments – Final Provisions), amendments relating to Annex 30A (Rules of Procedures) and Annex 30B (Code of Conduct) shall be made by diplomatic notes exchanged between the governments of the Parties.
3. The Rules of Procedure shall ensure that:
 - (a) there is at least one hearing before the panel at which each Party may present views orally;
 - (b) the first hearing shall be held in the capital of the responding Party, and any additional hearings shall alternate between the capitals of the Parties, unless the Parties agree otherwise;
 - (c) subject to subparagraph (j), a hearing before the panel shall be open for the public to observe, unless the Parties agree otherwise. Hearings held in closed session shall be confidential;
 - (d) each Party has an opportunity to provide an initial written submission;
 - (e) the panel may at any time during the proceeding address questions in writing to a Party or the Parties;
 - (f) subject to subparagraph (j), the request for consultations and the request for establishment of a panel shall be released to the public;

⁴ Notwithstanding Article 28.6 (Confidentiality – General Provisions and Exceptions), a mutually agreed solution shall be confidential, unless otherwise agreed.

- (g) subject to subparagraph (j), a Party may release to the public its own written submissions, written versions of oral statements, and written responses to requests or questions from the panel;
- (h) if the Parties agree and subject to any agreed terms and conditions, the panel may accept and consider *amicus curiae* submissions;
- (i) subject to consultations with the Parties, the panel may seek information or technical advice from any expert that it deems appropriate; and
- (j) confidential information is protected.

ARTICLE 30.22
Working Language

All proceedings of the panel and all documents and information submitted to the panel shall be in the English language.

...

ARTICLE 30.24
Private Rights

Neither Party shall provide for a right of action under its laws or regulations against the other Party on the ground that a measure of the other Party is inconsistent with its obligations under this Agreement or that the other Party has otherwise failed to carry out its obligation under this Agreement.

ANNEX B: Duty Free Access Scheme for ethically imported goods

MINISTRY OF LABOUR, EMPLOYMENT AND JUSTICE
(Legislative Department)

The following Act received the assent of the President on the 5 January 2024 and is hereby published for general information:

**THE DUTY-FREE ACCESS SCHEME FOR ETHICALLY IMPORTED GOODS ACT, 2024
(NO. 22 OF 2024)**

[5 January 2024]

An Act to combat global supply chain complicity in forced or compulsory labour and uphold the human dignity and workplace safety and health of workers, making an instrument designed to promote fundamental global human rights; and to eliminate complicity in global supply chain abuses and ensuring that trade preferences are granted only to countries that demonstrate genuine respect for core labour rights; and for matters connected therewith or incidental thereto.

BE it enacted in the Seventy-fourth Year of the Grand Republic of Boscona as follows:

Section 1

1. This Act may be called the Duty-Free Access Scheme for ethically imported goods Act.
2. It shall come into force on such date as the Government of Boscona may, by notification in the Official Publication, appoint and different dates may be appointed for different provisions of this Act and any reference in any such provision to the commencement of this Act shall be construed as a reference to the coming into force of that provision.

Section 2

For the purposes of this Act, unless provided otherwise:

...

- (c) “developing country” means a foreign territory that recognises itself as a developing country at the World Trade Organization and includes LDC and SIDS;
- (d) “duty” means a duty of customs leviable under Boscona’s Customs Tariff Act;

- (e) “export”, with its grammatical variations and cognate expressions, means taking out of Boscona to a place outside Boscona;
- (f) “export goods” means any goods which are to be taken out of Boscona to a place outside Boscona;
- (g) “exporter”, in relation to any goods at any time between their entry for export and the time when they are exported, includes any owner, beneficial owner or any person holding himself out to be the exporter;
- ...
- (m) “import” with its grammatical variations and cognate expressions, means bringing into Boscona from a place outside Boscona;
- (n) “imported goods” means any goods brought into India from a place outside India but does not include goods which have been cleared for home consumption;
- (o) “importer”, in relation to any goods at any time between their importation and the time when they are cleared for home consumption, includes any owner, beneficial owner or any person holding himself out to be the importer;
- ...

Section 3

1. Subject to conditions set out in this Act or rules thereof, goods imported from a developing country shall not be subject to any customs duty, fees, surcharge, or any other charges, i.e. the goods shall be imported “free”.
2. An importer or exporter from developing country may avail benefit under paragraph 1, provided that it demonstrates that:
 - (a) the exporting developing country respect for and adherence to fundamental principles and rights at work and core labour standards (as set out in ILO Fundamental Principle and rights at work); and
 - (b) there are no reported instances of violation of forced labour or child labour in the premise of the factory or entity that exports.
3. The import or exporter must submit all valid documents as may be requested by Boscona’s Customs authority, in accordance with Section 4 and any other applicable laws or regulations.

Section 4

1. All goods imported under this Act must provide documents and evidence, as requested by Boscona's Customs authority.
2. The DFAS certificate shall not be valid for more than one year from the date of issue.
3. The importer or exporter must submit self-certification that the manufacturing facility must not have used any temporary or contract labour in the preceding two years, relying exclusively on permanent, full-time employment contracts for all workers employed or contracted.
4. If the Boscona's Customs authority is satisfied that the manufacturing facility has used any temporary or contract labour in the preceding two years, it may deny the importation of goods at zero duty.
5. If any person submits credible evidence related to an egregious breach of human rights, labour or environmental standards in the value chain of an imported goods, or where the goods are alleged to be produced from forced or child labour or under poor conditions of occupational safety and health, the DLS may make an appropriate recommendation to the Bosconian Customs authority, which may deny the import of goods at preferential rates or where deemed fit, deny the importation.

Section 5

The Government, vide notification, shall notify the foreign territories that are exempted from the provisions of this Act, provided that such foreign territories are least-developed countries or small-island developed states, as recognised in International law.

Section 6

1. An originating good from a foreign territory that has a free trade agreement or other similar arrangement with Boscona in force, may be eligible for nil duty as specified in paragraph 1 of Section 3, provided that other requirements set out in this Act and the respective free trade agreement or other similar arrangement are fulfilled.
2. If it is found that the foreign territory that has a free trade agreement or other similar arrangement with Boscona in force is in contravention of Section 3 or 4, and has repeatedly made efforts to avail benefit under this Act, the Ministry of Trade and Economic Affairs, vide notification, may temporarily suspend the market access benefits provided under that free trade agreement, or other similar arrangement with Boscona in force, for indefinite period.

Section 7

Boscona's Customs authority in determining whether goods imported from a developing country is in contravention of Section 3 or 4, or constitute an egregious breach, shall take into account systematic or continued violations of labour standards in the developing country and lack of action by the government authorities of developing country.

...

ANNEX C: Occupation and Safety Health Code, 2020

CHAPTER I Occupational Safety and Health

1. The Federal Government shall, by notification, constitute the National Occupational Safety and Health Advisory Board (hereinafter in this Code referred to as the National Board) to discharge the functions conferred on it by or under this Code and to advise the Federal Government on the matters relating to:
 - (a) standards, rules and regulations to be declared or framed under this Code;
 - (b) implementation of the provisions of this Code and the standards, rules and regulations relating thereto;
 - (c) the issues of policy and programme relating to occupational safety and health referred to it, from time to time, by the Federal Government; and
 - (d) any other matter in respect of this Code referred to it, from time to time, by the Federal Government.
2. The State Government shall constitute a Board to be called the State Occupational Safety and Health Advisory Board (hereinafter referred to as "State Advisory Board") to advise the State Government on such matters arising out of the administration of this Code as may be referred to it by the State Government. The constitution, procedure and other matters relating to the State Advisory Board shall be such as may be prescribed by the State Government.
3. The Federal Government shall declare, by notification, standards on occupational safety and health for workplaces relating to factory, mine, dock work, beedi and cigar, building and other construction work and other establishments.
4. The appropriate Government may, by general or special order, require any establishment or class of establishments to constitute in the prescribed manner a Safety Committee consisting of representatives of employers and workers engaged in such establishment in such manner that the number of representatives of workers on the Committee shall not be less than the number of representatives of the employer and the representatives of the workers shall be chosen in such manner and for such purpose as may be prescribed by the appropriate Government.

CHAPTER II Health, Safety and Working Conditions

5. The employer shall be responsible to maintain in his establishment such health, safety and working conditions for the employees as may be prescribed by the Federal Government.
6. Without prejudice to the generality of the power conferred under sub-section (5), the Federal Government may prescribe for providing all or any of the following matters in the establishment or class of establishments, namely:

- (i) cleanliness and hygiene;
- (ii) ventilation, temperature, and humidity;
- (iii) environment free from dust, noxious gas, fumes, and other impurities;
- (iv) adequate standard of humidification, artificially increasing the humidity of the air, ventilation, and cooling of the air in work rooms;
- (v) potable drinking water;
- (vi) adequate standards to prevent overcrowding and to provide sufficient space to employees or other persons, as the case may be, employed therein;
- (vii) adequate lighting;
- (viii) sufficient arrangement for latrine and urinal accommodation to male, female, and transgender employee separately and maintaining hygiene therein;
- (ix) effective arrangements for treatment of wastes and effluents; and
- (x) any other arrangement which the Federal Government considers appropriate.

CHAPTER III

Hours of Work and Annual Leave with Wages

- 7. No worker shall be required or allowed to work, in any establishment or class of establishment for more than:
 - (a) eight hours in a day; and
 - (b) the period of work in each day under clause (a) shall be so fixed, as not to exceed such hours, with such intervals and spread overs, as may be notified by the appropriate Government.
- 8. The appropriate Government may, by notification, exempt such workers as it thinks fit from the provisions of section (7), subject to such conditions as may be prescribed.
- 9. There shall be paid wages at the rate of twice the rate of wages in respect of overtime work, where a worker works in an establishment or class of establishment for more than such hours of work in any day or in any week as may be prescribed by the appropriate Government and the period of overtime work shall be calculated on a daily basis or weekly basis, whichever is more favourable to such worker: Provided that a worker shall be required to work overtime by the employer subject to the consent of such worker for such work: Provided further that the appropriate Government may prescribe the total number of hours of overtime.

CHAPTER IV
Registers, Records, and Returns

10. An employer of an establishment shall:
- (a) maintain register in prescribed form, electronically or otherwise, containing such particulars of workers as may be prescribed by the appropriate Government including,— (i) work performed by them; (ii) number of hours of work constituting normal working hours in a day; (iii) day of rest allowed in every period of seven days; (iv) wage paid and receipts given therefor; (v) leave, leave wages, overtime work, attendance and dangerous occurrences; and (vi) employment of adolescent;
 - (b) display notices at the workplace of the workers in such manner and form as may be prescribed by the appropriate Government;
 - (c) maintain comprehensive on-site safety documentation for facilities with 20 or more workers;
 - (d) issue wage slips to the workers, in electronic forms or otherwise; and
 - (e) file such return electronically or otherwise to the Inspector-cum-Facilitator in such manner and during such periods as may be prescribed by the appropriate Government.

CHAPTER V
Inspector-cum-Facilitators and Other Authorities**

11. The appropriate Government may, by notification, appoint Inspector-cum Facilitators for the purposes of this Code who shall exercise the powers conferred on them under this Code throughout their respective jurisdiction specified in the notification.
12. The Inspector-cum-Facilitators appointed under section (11) shall, apart from other duties to be discharged by them under this Code, conduct such inspections as specified in section (13).
13. The appropriate Government may:
- (i) for the purposes of inspection referred to in section (12), by notification, lay down an inspection scheme which may provide for the generation of web-based inspection and calling of information under this Code, electronically and such scheme shall, inter alia, have provisions to cater to special circumstances for assigning inspection and calling for information from establishment or any other person besides web-based inspections; and
 - (ii) without prejudice to the provisions of section (12), by notification, under the scheme, provide for the randomised selection of establishment and the Inspector-cum-Facilitator for inspection.
14. Without prejudice to the powers of the appropriate Government under this section, the inspection scheme referred to in section (13) may be designed taking into account, inter alia, the following factors, namely:

- (a) assignment of unique number, to each establishment (which will be same as the registration number allotted to the establishment registered under section 13), unique number to each Inspector-cum-Facilitator and to each inspection in such manner as may be notified by the appropriate Government;
- (b) timely uploading of inspection reports in such manner and subject to such conditions as may be notified in the scheme;
- (c) provisions for special inspections based on such parameters as may be notified by the appropriate Government; and
- (d) the characteristics of employment, the nature of work, and characteristics of the workplaces based on such parameters as may be notified by the appropriate Government.

CHAPTER VI

State Exception

- 15. Notwithstanding anything contained in this Code, the appropriate Government may, by notification and subject to such conditions as it may deem fit, exempt any class or category of establishments or workers from the operation of any provision of this Code or may, by notification, make such modifications therein as may be necessary to meet the specific requirements of any State, region, or industry.

CHAPTER VII

National Council on Labour Ethics

- 16. A National Council on Labour Ethics (NCLE) is hereby created for the purposes of providing certification to factories or units in the territory of Novoterra that comply with this Code. The certificate shall be valid for a period of 360 days from the date of the issue.
- 17. The NCLE shall ensure that all applicable international standards are followed to ensure that exports are encouraged from such factories or units.

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ANNEX D: Relevant ILO Clauses

ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up Adopted at the 86th Session of the International Labour Conference (1998) and amended at the 110th Session (2022)

The International Labour Conference,

1. Recalls:

- (a) that in freely joining the ILO, all Members have endorsed the principles and rights set out in its Constitution and in the Declaration of Philadelphia, and have undertaken to work towards attaining the overall objectives of the Organization to the best of their resources and fully in line with their specific circumstances;
- (b) that these principles and rights have been expressed and developed in the form of specific rights and obligations in Conventions recognized as fundamental both inside and outside the Organization.

2. Declares that all Members, even if they have not ratified the Conventions in question, have an obligation, arising from the very fact of membership in the Organization, to respect, to promote and to realize, in good faith and in accordance with the Constitution, the principles concerning the fundamental rights which are the subject of those Conventions, namely:

- (a) freedom of association and the effective recognition of the right to collective bargaining;
- (b) the elimination of all forms of forced or compulsory labour;
- (c) the effective abolition of child labour;
- (d) the elimination of discrimination in respect of employment and occupation; and
- (e) a safe and healthy working environment.

3. Recognizes the obligation on the Organization to assist its Members, in response to their established and expressed needs, in order to attain these objectives by making full use of its constitutional, operational and budgetary resources, including by the mobilization of external resources and support, as well as by encouraging other international organizations with which the ILO has established relations, pursuant to article 12 of its Constitution, to support these efforts:

- (a) by offering technical cooperation and advisory services to promote the ratification and implementation of the fundamental Conventions;
- (b) by assisting those Members not yet in a position to ratify some or all of these Conventions in their efforts to respect, to promote and to realize the principles concerning fundamental rights which are the subject of those Conventions; and
- (c) by helping the Members in their efforts to create a climate for economic and social development.

4. Decides that, to give full effect to this Declaration, a promotional follow-up, which is meaningful and effective, shall be implemented in accordance with the measures specified in the annex hereto, which shall be considered as an integral part of this Declaration.
5. Stresses that labour standards should not be used for protectionist trade purposes, and that nothing in this Declaration and its follow-up shall be invoked or otherwise used for such purposes; in addition, the comparative advantage of any country should in no way be called into question by this Declaration and its follow-up.