

# MAINSTREAMING GENDER IN FREE TRADE AGREEMENTS





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## ABOUT THE PAPER

This report presents recommendations to boost the participation of women in trade through free trade agreements.

Policymakers and trade negotiators will find a new toolkit to gauge gender responsiveness in their agreements. These lessons are based on a research assessment of 73 selected free trade agreements in force among 25 Commonwealth countries, and top-line recommendations and model clauses for countries to adapt.

The recommendations include embedding gender provisions in the preamble, leveraging corporate social responsibility, using reservations, waivers and general exceptions, and strengthening monitoring and dispute settlement mechanisms.

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# Foreword

Gender equality is fundamental for economic growth and sustainable development, and can be a force for change.

Trade policies are beginning to reflect this. The fact that 127 countries have joined the 2017 Buenos Aires World Trade Organization Joint Declaration on Trade and Women's Economic Empowerment is a testament to this.

There is still a long way to go. An examination of more than 70 free trade agreements across 25 countries reveals that only 40% explicitly mention gender. Almost 70% have a limited level of gender responsiveness.

Free trade agreements are building blocks for larger, more integrated markets, and they open up opportunities in global value chains. In reality, the opportunities differ for women and men.

This publication answers the call of policymakers and trade negotiators to provide a practical guide to create more inclusive accords. Gender mainstreaming ensures that these agreements promote more equitable opportunities rather than perpetuate inequalities.

It offers a tool to measure the gender responsiveness of existing agreements, share best practices and provide concrete recommendations with model clauses to negotiate future trade accords.

I would like to thank the Government of the United Kingdom for its longstanding support of ITC's work on women and trade over the past decade and the SheTrades Initiative, which made this publication possible.

The International Trade Centre will continue to do its part by helping policymakers make their trade strategies more inclusive, through specialized toolkits, such as this publication, as well as *SheTrades Outlook*, an online policy tool on women and trade.

Our hope is that this knowledge sparks thought, commitment and action within the trade and development community. As we celebrate the 25th anniversary of the Beijing Declaration and Platform for Action and the beginning of the Decade of Action towards the achievement of the United Nations Sustainable Development Goals, the impetus to act is clearer than ever.



**Dorothy Tembo**

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Amrita Bahri, Co-Chair for Mexico, WTO Chair Programme, and Assistant Professor of Law, Instituto Tecnológico Autónomo de México (ITAM), prepared this report under the guidance of Judith Fessehaie (ITC).

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# Acronyms

Unless otherwise specified, all references to dollars (\$) are to United States dollars, and all references to tons are to metric tons.

CEDAW	Convention on the Elimination of All Forms of Discrimination against Women
COMESA	Common Market for Eastern and Southern Africa
CPTPP	Comprehensive and Progressive Agreement for Trans-Pacific Partnership
EAC	East African Community
FTA	Free trade agreement
GATT	General Agreement on Tariffs and Trade
MSMEs	Micro, small and medium-sized enterprises
SMEs	Small and medium-sized enterprises
WTO	World Trade Organization



# Executive summary

## Gender in trade agreements creates fair opportunities

Gender equality and women's economic empowerment are a common good and a common goal. Both are preconditions for sustainable development and economic growth. To ensure that trade agreements create equitable opportunities and contribute to inclusive growth and development, the specific needs of men and women must be mainstreamed in their design, content and scope.

Gender mainstreaming in free trade agreements is here to stay. Many countries are including gender considerations in their trade accords. These provisions range from a simple demonstration of parties' awareness that such issues must be considered in their trade agendas, to legally binding obligations and enforcement mechanisms to implement gender-related commitments.

Of the 292 agreements in force today and notified to the World Trade Organization (WTO), more than a quarter have at least one provision that explicitly mentions gender. The figure climbs to 243 if we also take into account gender-implicit provisions such as those on human rights, the social dimension of sustainable development and vulnerable groups.<sup>1</sup>

These deals recognize the role women play in international trade, and the need to eliminate gender discrimination and barriers that block their access to trade and commerce.

## New framework, new roadmaps

What makes an agreement gender responsive, or almost gender-blind? Can we measure the gender responsiveness of a trade agreement? If yes, how? What are the key lessons for policymakers interested in making their agreements more inclusive?

The report is not suggesting that all countries should craft new trade agreements or revise their existing treaties in a gender-responsive manner. The ideal level of gender responsiveness that every trade accord could reach varies, and depends on the economic, political and cultural contexts of the countries involved.

Rather, this report recommends the use of a survey-based framework for countries to measure the gender responsiveness of their trade agreements, and then develop a roadmap to improve their future agreements, in line with needs, willingness and resources.

## A snapshot: Free trade agreements in Commonwealth countries

Using the framework, this report studies the gender responsiveness of 73 trade agreements signed by 25 Commonwealth countries. Highlights include:

- **67% have ‘limited’ gender responsiveness.** Accords at this level are gender-blind or gender-neutral, as they fail to mainstream gender concerns.
- **28% have an ‘evolving’ level of gender responsiveness.** Accords at this level use some best practices to mainstream gender concerns, and have significant scope to improve.
- **5% have an ‘advanced’ level of gender responsiveness.** Accords at this level use best practices, and there is no or only a negligible scope for further improvement.
- **35% have at least one gender-explicit provision.** If gender-implicit provisions such as social development, human rights, labour or general anti-discrimination commitments are included, the count increases to about 60%.
- **About 40% make no explicit reference whatsoever to gender.** At best, most of them referred to General Agreement on Tariff and Trade (GATT) exceptions or public morals exceptions that might be interpreted to include gender considerations.

## Getting inspired: Best practice in trade agreements

There are many ways to sensitize trade agreements to gender. Here are five strong, recent examples that can inspire policymakers and negotiators.

### Comprehensive and Progressive Agreement for Trans-Pacific Partnership

- In the absence of a stand-alone gender chapter, gender concerns are in the chapter on development.
- The parties envisage women in different roles: as business owners, employees and consumers.
- Cooperation activities focus on information sharing, capacity building and enhancing access to markets for women.

### Economic Community of West African States

- The parties create institutions and procedures to implement gender-related commitments.
- The agreement subjects gender-related provisions to its dispute settlement system.
- Multiple gender-related provisions are drafted with binding expressions and not merely as best-effort commitments.

### Canada–Israel and Canada–Chile agreements

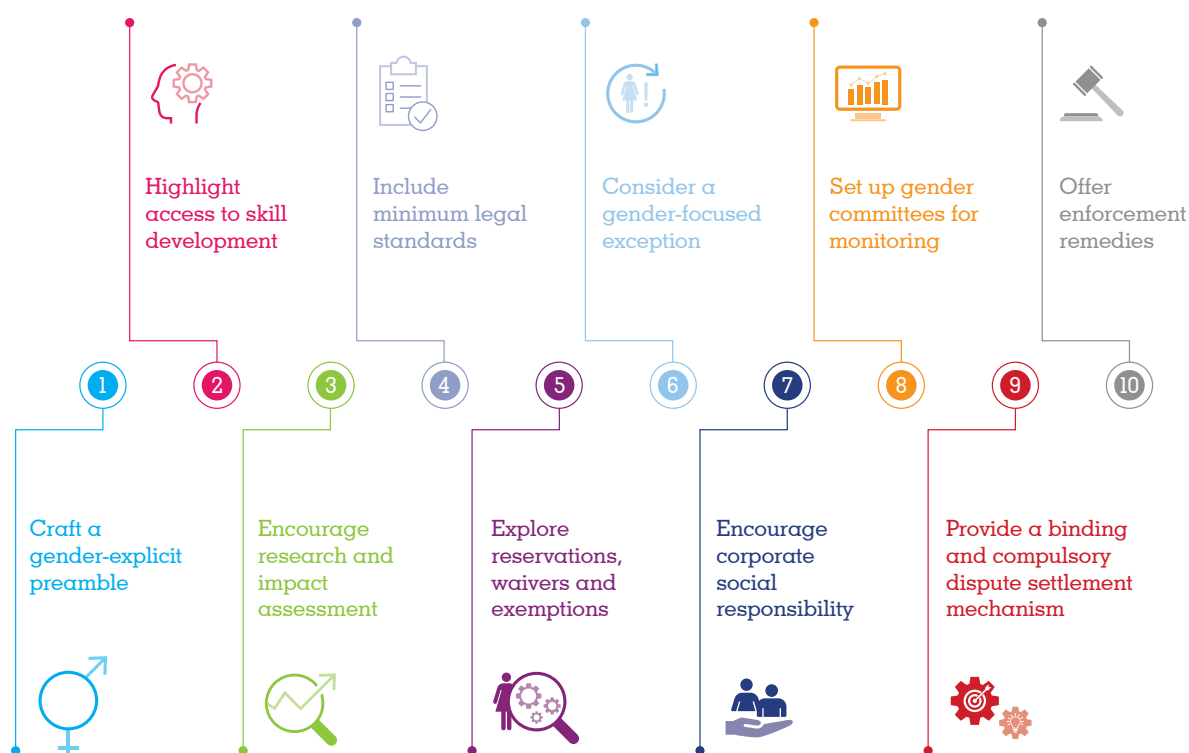
- Both include a stand-alone chapter on gender and trade.
- In cooperation activities, parties focus on improving women’s access to education and skill development in areas that can translate to high-paid job opportunities.
- Activities envisage women not merely as employees or labourers, but also as entrepreneurs, leaders, decision makers and scientists.
- The parties encourage their industries and enterprises to incorporate corporate social responsibility explicitly related to gender.
- Specialized consultation mechanisms are included to resolve gender-related disputes and disagreements.
- In each case, a gender-specific committee oversees and implements gender-related commitments.
- Canada–Israel subjects gender-related provisions to a binding dispute settlement mechanism.

## East African Community

- It enhances the role of women in the cultural, social, political, economic and technological development of the parties' economies.
- It outlines gender equality as a fundamental principle.
- The parties seek to promote gender balance in the composition of community institutions and in the election of the legislative assembly.
- It includes a stand-alone chapter titled 'Enhancing the Role of Women in Socio-Economic Development'.
- It incorporates another gender-responsive agreement into its text (the Common Market for Eastern and Southern Africa, which scores 60% in terms of its gender responsiveness and has multiple best practice elements to mainstream gender in trade agreements).

## A checklist: Ten policy recommendations, with model clauses

Policymakers and trade negotiators can adopt these recommendations and proposed model clauses, in part or in full. These steps will increase the gender responsiveness of agreements in negotiation or that are set to be renegotiated.



# CHAPTER 1

## GENDER IN TRADE AGREEMENTS: WHY AND HOW?

### Gender equality advances economic development

Women face many barriers to their participation in trade and commerce. These barriers include regulatory and cultural biases, maternity obstacles, employment restrictions, lack of access to capital and productive resources, skills mismatch and inadequate market information and business networks.<sup>2</sup>

In more than 100 countries, women are prohibited from holding certain jobs.<sup>3</sup> Many governments restrict women's right to own assets, as sons and daughters do not have equal rights to inherit assets from their parents.<sup>4</sup> Women own just one in five exporting companies.<sup>5</sup> Businesswomen are less likely than businessmen to belong to formal business networks. Women spend at least twice as much time as men on unpaid domestic work – but if this work is considered, women work longer hours than men.<sup>6</sup>

Gone are the days when gender inequality was seen as a purely ethical or moral concern. It is now recognized as a significant challenge to economic development, and achieving the economic empowerment of women has become a compelling business case.<sup>7</sup> The global economy suffers when women – who account for half of the world's working-age population – are not included and are blocked from contributing to growth and development. Inclusive growth is the cornerstone of sustainable development.<sup>8</sup>

### Free trade agreements can promote gender equality

The economic empowerment of women and international trade share an intricate relationship, as effective regulation of the latter could support the former.<sup>9</sup> The 2017 WTO Buenos Aires Joint Declaration on Trade and Women's Economic Empowerment reinforces this view.

The multilateral space of the WTO has limitations that make it difficult to accommodate gender concerns. Its negotiation wing requires the consensus of all members for any amendments or additions to existing laws. Its judicial function is at a crossroads.<sup>10</sup> It seems difficult to reach a consensus at the WTO in the near future to draft a new agreement, legal provisions or an exception related to gender.

As multilateralism evolves, free trade agreements (FTAs) have shown great potential. Gender equality is slowly emerging as a policy norm in these accords. Trade pacts can help create a level playing field for women and distribute the benefits of free trade equally among women and men.<sup>11</sup>

This is not a new realization. The first gender-explicit provision can be traced back to the Treaty on the Functioning of the European Union.<sup>12</sup> Article 157 of the treaty states: 'Each Member State shall ensure that the principle of equal pay for male and female workers for equal work or work of equal value is applied.'<sup>13</sup>

More than a quarter of the 292 FTAs in force today and notified to the WTO have at least one gender-explicit provision.<sup>14</sup> The last three years have been phenomenal in this respect.

In 2019, two FTAs with a dedicated chapter on gender entered into force.<sup>15</sup> The European Union promised to ensure that trade-related aspects of gender would be adequately addressed in trade agreements.<sup>16</sup> The European Parliament passed a resolution in 2018 to include gender equality consideration in all future EU trade accords.<sup>17</sup> And in 2017, 70% of WTO Members signed a multilateral declaration on trade and women empowerment in which they committed to make trade work for women.

One thing is now clear: the trade law community, which always understood that international trade was not a zero-sum game, recognizes that gender equality is not a zero-sum game, either. Everyone benefits from making trade fair and inclusive.

A growing number of countries are including gender considerations in their trade accords, albeit in very different ways.

- ✓ Some FTAs have an entire chapter on gender, but no legal obligations.
- ✓ Some FTAs have just a single provision, but it creates a strong legal obligation on the parties.
- ✓ Several include these provisions in their main text; others load them in a side agreement, an annex or a protocol.
- ✓ In some agreements, only general statements acknowledge the importance of inclusive trade and the role of women in trade and commerce.
- ✓ Others contain reaffirming provisions, where members reiterate the legal commitments they have made under other international instruments such as the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), International Labour Organization conventions or United Nations Sustainable Development Goals. However, general statements as well as reaffirming provisions are almost always put forth as best-endeavour promises.
- ✓ Several agreements have cooperation-based provisions where members seek to work together to improve women's access to trade. However, fulfilling these commitments often depends on the willingness and available resources of the parties.
- ✓ Many agreements add a structural element, creating committees or institutions to oversee the implementation of gender-related provisions. But these committees often lack power or authority or even funding to carry out their functions.
- ✓ In most accords, dispute settlement provisions do not apply to gender-related provisions. This means the gender-related provisions in most agreements today are not even enforceable.

### Box 1 What is gender mainstreaming in free trade agreements?

Gender mainstreaming is a way to achieve gender equality. Mainstreaming gender means including gender considerations when trade accords are drafted and implemented. This process, by which parties seek to include gender perspectives in trade liberalization policies, should not be confused with the gender-impact assessment of trade agreements. Gender-impact assessment gauges either the projected or actual impact of FTAs on women in member countries.

Mainstreaming affirms the commitment, understanding and political will of members to reduce gender inequality through trade policies and agreements. The process aims to maximize the positive impact and minimize the negative impact of these pacts for women in trade.

Although recent trends show that gender mainstreaming in FTAs is here to stay, there is still work to be done. Not all agreements have embraced this approach. Moreover, free trade agreements are no magic bullet; they have their own limitations.

## Four blocks to gender mainstreaming in agreements

- **Lack of awareness** to use trade agreements and policies to empower women.
- **Scarcity of gender-disaggregated data** to inform negotiations on how trade disciplines affect women.
- **Insufficient political will** to leverage trade agreements to empower women.
- **Absence of expertise** on gender issues within government departments responsible for carrying out trade negotiations.

Two questions emerge: What makes an agreement gender responsive, or almost gender-blind? How do we measure the gender responsiveness of a trade accord?

Gender responsiveness is the degree to which the legal text of a free trade agreement is sensitive, informed or committed to gender equality. This term is sometimes used interchangeably with other expressions such as 'gender sensitivity', 'gender commitment' and 'gender consideration'.

The indicator of gender responsiveness does not assess the impact of a trade agreement on the empowerment of women. Nor does it evaluate whether an accord will have a positive or negative impact on the gender situation in a given country.

Levels of gender responsiveness can vary significantly in trade agreements. This report is not calling for a 'one size fits all' approach. Rather, it suggests that individual countries can improve gender responsiveness progressively, depending on their domestic context and conditions.

The impact of gender mainstreaming on women and trade will only become visible with the passage of time. In the meantime, this report recommends that trade negotiators and policymakers use the step-by-step guide in this report – the first systematic framework – to draft gender-responsive agreements.

# CHAPTER 2

## HOW TO MEASURE GENDER RESPONSIVENESS?

This chapter presents a new methodology that enables countries to gauge the gender responsiveness of their trade agreements, based on a 20-question survey.

The results can guide countries to develop a roadmap for drafting gender-responsive agreements. It offers insights that help them tailor their negotiations to their own economic, political and cultural contexts.

### Behind the gender assessment survey

This gender assessment framework is based on ‘maturity framework’ methodology. Maturity frameworks measure capabilities and identify actions to increase them. These frameworks are used in a wide range of sectors, from cognitive science to engineering. This is the first time this approach has been used to measure gender responsiveness.

It has three parts: dimensional, benchmarking and diagnostic.

**Dimensional.** Analysing gender content from different perspectives allows us to pinpoint where a free trade agreement performs well or poorly. This allows policymakers and negotiators to spot where significant upgrading could improve the overall gender responsiveness of an agreement.

**Benchmarking.** This shows how well a given agreement performs compared to other ones. A standardized set of metrics shows levels of gender responsiveness, which can encourage a culture of accountability and continuous improvement among negotiators and policymakers.

**Diagnostic.** A broad assessment that guides decisions to negotiate, revise or renegotiate a treaty to make it more gender responsive. Evaluating the current gender responsiveness of agreements influences future trade negotiations and dialogues.

### Using the framework

- Policymakers can learn more about their trade agreements and decide whether to make them more responsive to gender.
- Negotiators can assess the gender responsiveness of clauses and preliminary texts under ongoing trade negotiations and draft FTAs.
- Researchers and academics can apply this framework to future trade pacts and pursue this new field of investigation in teaching and researching trade law and gender.

### Survey scores

The framework is based on a 20-question survey (see Appendix I). Each question has an identical impact factor.<sup>18</sup> All questions have three possible answers.



A different weight has been assigned to each answer. The maximum score per question is one point, and the minimum can be zero points:

- 'limited gender responsiveness' is worth zero points;
- 'evolving gender responsiveness' is worth 0.5 point;
- 'advanced gender responsiveness' is worth one point.

All 20 questions focus on the text of the trade agreement. Some also address implementation, as they assess whether a given FTA has procedural, institutional and dispute settlement frameworks to enforce these provisions.

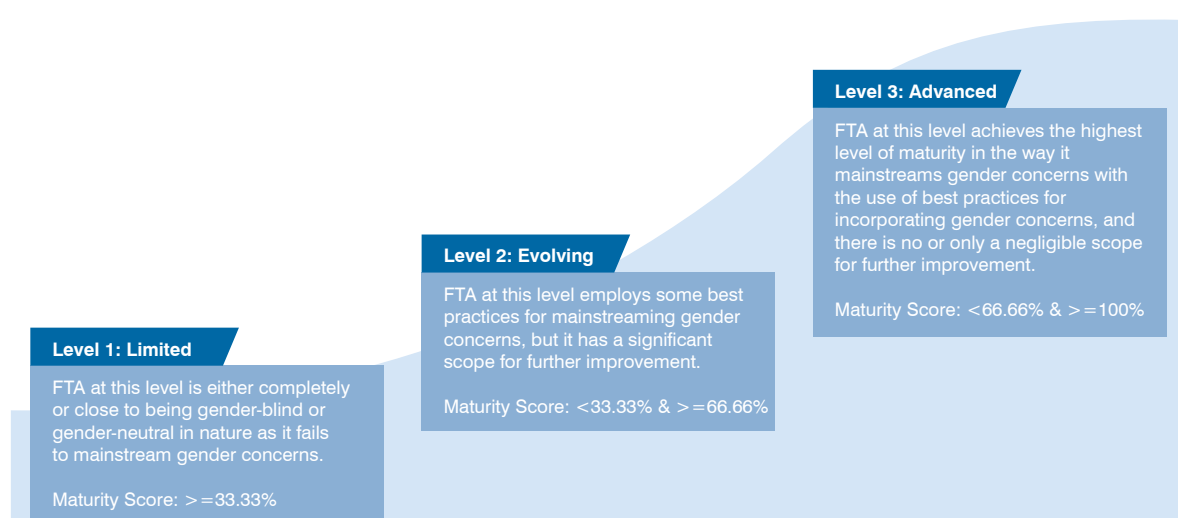
Each question has the same value and contributes equally to the overall score for an agreement. Once all questions are answered, the agreement receives a score that corresponds to its maturity level.

There are three maturity levels: limited, evolving and advanced. An agreement is:

- **Limited.** A score below or equal to 33.33%;
- **Evolving.** A score more than 33.33% and less than or equal to 66.66%;
- **Advanced.** A score of more than 66.66%.

A trade negotiator, a policymaker or a researcher assessing a particular trade agreement can answer the questionnaire.

**Figure 1 Trade deals: Limited, evolving or advanced gender responsiveness**



## Box 2 Building a gender-responsive survey framework

ITC followed five steps to come up with this framework:

*Step 1: Literature review.* Read available studies and reports; read selected free trade agreements with and without gender provisions.

*Step 2: Discussions and participant observation.* Held group discussions with trade experts and policymakers; participated in conferences, seminars and outreach events (Geneva, Mexico City, Istanbul, Delhi, Stockholm).

*Step 3: Content analysis.* Examined the content of selected FTAs; identified and categorized explicit and implicit gender-related provisions in these agreements.

*Step 4: Analysis and design.* Analysed gender-related provisions in light of their subsequent categorization; revised and refined dimensions; devised questions and three answer options for each question.

*Step 5: Testing the framework.* Read selected trade agreements to see if the questions and the answer levels worked with different gender provisions; thoroughly discussed and scrutinized questions and answers with trade and gender experts; applied the framework to 73 FTAs.

# CHAPTER 3

## GETTING INSPIRED: LEARNING FROM TRADE AGREEMENTS

This chapter shares an assessment of existing free trade agreements in Commonwealth countries. It also provides examples of trade accords that successfully include gender.

These examples can inspire policymakers and negotiators through insights into what works – and what doesn't – when negotiating and drafting trade agreements.

### A snapshot: Trade agreements in 25 Commonwealth countries

The International Trade Centre used the survey-based framework to assess 73 accords signed by 25 Commonwealth countries.<sup>19</sup> The list of selected agreements, along with their scores and levels, is provided as Appendix II.

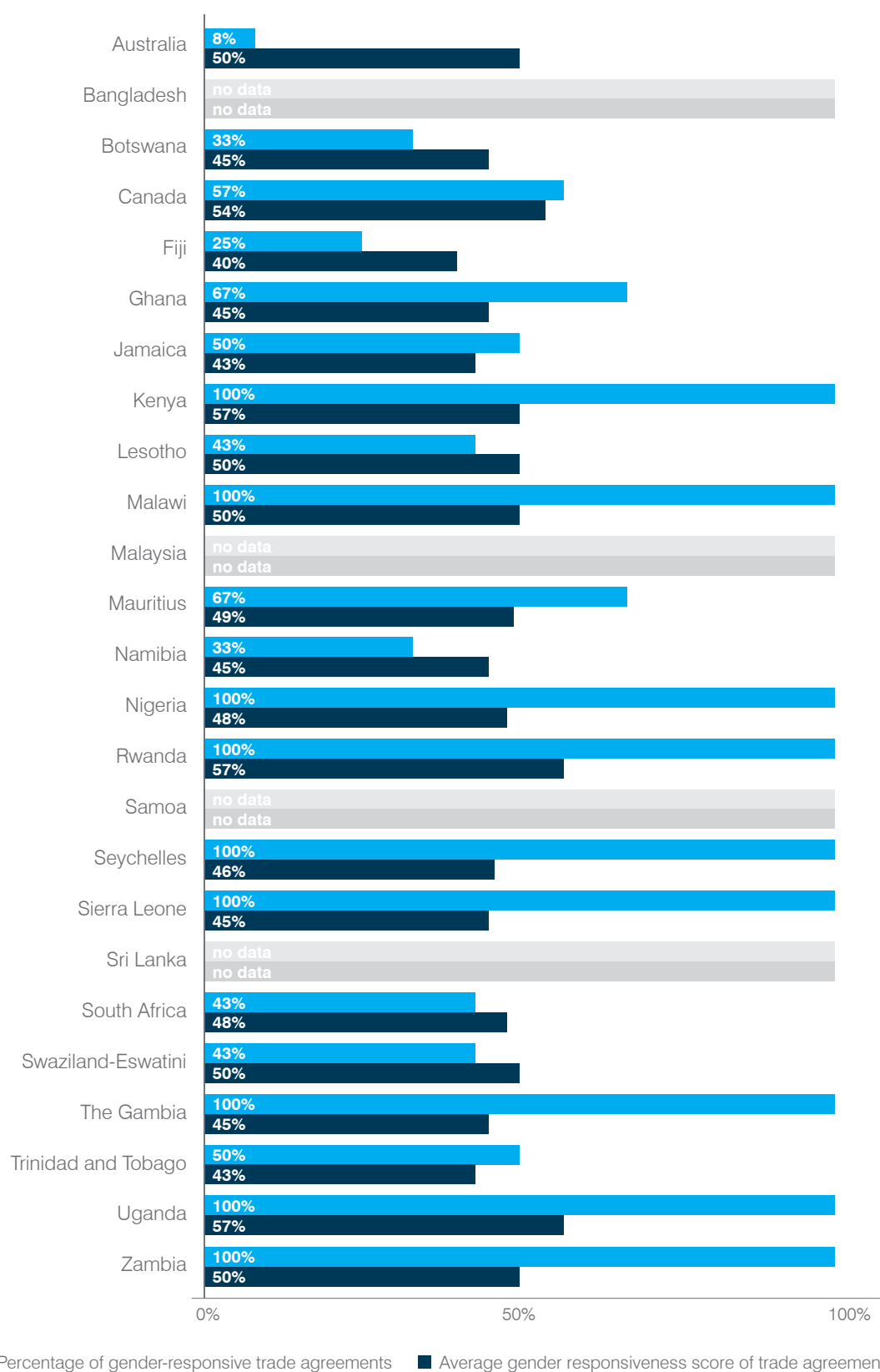
The 25 countries are Australia, Bangladesh, Botswana, Canada, Fiji, Gambia, Ghana, Jamaica, Kenya, Lesotho, Malawi, Malaysia, Mauritius, South Africa, Namibia, Nigeria, Rwanda, Samoa, Sierra Leone, Seychelles, Sri Lanka, Eswatini, Trinidad and Tobago, Uganda and Zambia. All free trade accords signed by these countries ('in force' as of 1 December 2019) were read, analysed and classified for their gender responsiveness.

Mainstreaming gender by including a stand-alone chapter on gender may work for one country and not another. Some countries may prefer to include gender concerns in a side agreement or a protocol, others in a provision on development or sustainable development. Some countries may want only to acknowledge how important gender equality is for the parties, while others may want to include legally binding gender-related obligations. Some may focus on cooperation and others on enforcement.

### How did the 73 agreements fare?

Several countries reflect an advanced level of gender responsiveness and have already started using their trade deals to empower women, indicated by the green edges in Figure 2. This is good news.

At the same time, several countries show limited gender responsiveness and are yet to make their first move, indicated by the red edges. In fact, more than 65% of the agreements that were studied have a limited level of gender responsiveness. This means there is considerable scope for improvement.

**Figure 2 Commonwealth agreements: Analysing gender responsiveness**

## Most are limited

Some findings are not surprising. For example, only about 5% of the accords have an advanced level of responsiveness. Almost two-thirds have a limited level of responsiveness, and about 28% are evolving. Canada is the only country among the 25 that has two advanced FTAs. This shows that Canada is a front-runner at negotiating gender-responsive trade pacts.

Many African and Asian countries have agreements with the lowest levels of responsiveness. Yet, most of the FTAs classified as evolving are found among African countries. These accords do not have a stand-alone chapter on gender or women, or exhaustive provisions on cooperation activities – but they have used a handful of provisions with binding force and obligatory expressions.

Some of these trade agreements even include gender-explicit minimum legal standards. In fact, three African countries – Kenya, Rwanda and Uganda – are party to an FTA with advanced gender responsiveness.

The clusters formed mostly among East African countries with almost all evolving FTAs are informative. East African countries have signed on to various plurilateral trade agreements among themselves, most of which are evolving in terms of their gender responsiveness. Furthermore, many of these evolving accords are closer to ‘advanced’ than ‘evolving’ trade agreements in other geographical regions. This is because many African countries have included women’s economic empowerment as a key concern related to development.

About 35% of the 73 trade deals have at least one gender-explicit provision. When gender-implicit provisions such as social development, human rights, labour or general anti-discrimination commitments are included, the percentage increases to about 60%.

Roughly 40% made no explicit or implicit reference to gender whatsoever. At best, most of them referred to GATT exceptions or a public morals exception that might be interpreted to include gender considerations. Only two agreements were completely gender-blind, with no reference to gender, other human rights considerations or a public morals exception.

Following are some concrete examples of trade agreements that were found to be at evolving and advanced levels of gender responsiveness.

## Takeaways from three agreements

About 28% of the analysed FTAs have an evolving level of gender responsiveness:

The Comprehensive and Progressive Agreement for Trans-Pacific Partnership is evolving, as it includes provisions on cooperation activities to enhance the capacity and market access of women.

The African Continental Free Trade Area agreement mainstreams gender concerns in its very preamble and identifies plans to mobilize resources for activities to improve gender equality.

The Economic Community of West African States is gender responsive by including binding and enforceable gender provisions in its text.

### Comprehensive and Progressive Agreement for Trans-Pacific Partnership

The highlight of its gender fabric is found in the chapter on development, which includes a provision on the economic empowerment of women and their contribution to economic growth (Article 23.4). Under this provision, the parties seek to cooperate on activities to help women business owners and workers benefit from the opportunities the agreement creates.<sup>20</sup>

These activities focus on information sharing, capacity building and increasing market access for women. They include providing advice or training; exchanging information and experiences on programmes to help women build skills and capacity; improving women’s access to markets, technology and financing; developing women’s leadership networks; and identifying best practices relating to workplace flexibility. Parties undertake these commitments in a rather modest and non-binding manner.

Finally, the agreement also contains a gender-explicit labour provision that seeks to promote equality, the elimination of discrimination against women and the employment interests of women (Article 19.10). However, this commitment is once again mentioned as a possible area of cooperation in labour-related affairs, meaning there is no way to enforce it.

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— **Key takeaways:** —

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- ✓ In the absence of a stand-alone gender chapter, gender concerns are incorporated in a chapter on development/sustainable development.
- ✓ Envisages women in different roles: as business owners, employees and consumers.
- ✓ Focuses cooperation activities on information sharing, capacity building and boosting access to markets for women.

### **The African Continental Free Trade Area**

The 54 members of the Africa Union recently joined the African Continental Free Trade Area to create a single continent-wide market for goods and services. In its preamble, the treaty establishing this trade zone recognizes the importance of gender equality for international trade and development. Including gender equality considerations in the preamble is an effective way of mainstreaming gender perspectives, as it can be instrumental in determining the intentions of the negotiators or drafters of the agreement.<sup>21</sup>

Moreover, Article 3 identifies gender equality as a general objective, frontloading gender concerns even further in the agreement.

Another interesting example is Article 27, where parties promise to muster resources to improve the export capacity of women entrepreneurs and small and medium-sized enterprises (SMEs). This legal provision is a best practice example, as identifying or mobilizing funds for gender-related commitments is fundamental for their implementation.

This provision also supports building the capacity and technical skills of SMEs and women entrepreneurs, which again is a crucial lever for empowerment. The nod to gender equality in the African Continental Free Trade Area agreement and the importance it attaches to gender considerations reflect a broader appreciation among Africa's regional economic communities of the key role that women play in domestic economies and the positive impact their inclusion can have on economic growth and development.

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— **Key takeaways:** —

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- ✓ Includes gender concerns in the preamble and objectives of the agreement.
- ✓ Outlines plans to mobilize resources to ensure implementation of activities to empower women.
- ✓ Focuses on building the capacity and technical skills of women entrepreneurs.

### **Economic Community of West African States**

The Economic Community of West African States treaty calls for policies and mechanisms to improve the economic, social and cultural conditions of women, and for signatories to take action to tackle the constraints women face. The treaty contains provisions on cooperation activities to eliminate barriers to trade for women.<sup>22</sup>

By including a specific gender-explicit provision, the parties show their desire to include a gender perspective in their economic growth and development (Article 63). They also create binding procedures and institutions with mandatory functions to enforce these commitments (Article 82).

For example, parties seek to stimulate dialogue among themselves about projects and programmes to integrate women in the development process. They seek to exchange experiences and information with other parties on this issue. The parties also create mechanisms to mobilize marginalized actors such as women in the socioeconomic life of the region.

The most interesting aspect of this agreement is the enforceability of these commitments. These gender-related provisions are included in the ambit of the treaty's dispute settlement mechanism, making them enforceable and legally binding. This is a unique example, where most gender-related provisions (even though there are just a handful) are not drafted in best-effort language.

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— **Key takeaways:** —

- ✓ Creates institutions and procedures to ensure gender-related commitments are implemented.
- ✓ Includes gender-related provisions under the ambit of the agreement's dispute settlement system.
- ✓ Drafts gender-related provisions in the form of binding commitments and not merely best endeavours.

## Best practice examples

Only about 5% of the trade agreements that were studied have an advanced level of gender responsiveness. These pacts are between Canada–Israel and Canada–Chile and within the East African Community.

### Canada–Israel and Canada–Chile

The recently modernized **Canada–Israel**<sup>23</sup> and **Canada–Chile**<sup>24</sup> accords are very similar in content and scope. Both agreements have a stand-alone chapter on gender (Canada–Israel, Chapter 13; Canada–Chile, Chapter N-bis). Both demonstrate the willingness or commitment of members to incorporate gender perspectives into their economic growth and development (Canada–Israel, Article 13.1; Canada–Chile, Article N bis-01).

Both agreements:

- refer to international conventions or frameworks that are directly related to gender issues, such as Sustainable Development Goal 5 and International Labour Organization conventions (Canada–Israel, Article 13.1; Canada–Chile, Article N bis-02).
- list cooperation activities directly related to women empowerment and inclusive trade that see women not merely as employees or labourers, but also as entrepreneurs, leaders, decision makers and scientists (Canada–Israel, Article 13.3; Canada–Chile, Article N bis-03). These activities focus on improving educational or skill development opportunities in fields that can translate to high-paid job opportunities for women (such as science, technology, engineering, mathematics and information and communication technology). These FTAs are exceptional in this respect, as most trade pacts only consider cooperation focused on traditional roles for women.
- create institutions and procedures to implement gender-related commitments (Canada–Israel, Article 13.4; Canada–Chile, Article N bis-04). Interestingly, both treaties contain a provision acknowledging the importance of corporate social responsibility and encouraging industries and companies to include corporate social responsibility standards explicitly related to gender in their internal policies and practices (Canada–Israel, Article 16.4; Canada–Chile, Article G-14 bis). They are both very similar, but Canada–Israel takes the lead and is perhaps the most advanced trade agreement of the two in this respect, as it subjects gender-related provisions to a dispute settlement mechanism with a binding (but not compulsory) jurisdiction (Article 13.6).

The Canada–Chile and Canada–Israel accords have multiple best practice elements, none of which requires legislative changes or provides for any minimum legal standards.

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— **Key takeaways:** —

- ✓ Include a stand-alone chapter on gender and trade.
- ✓ In cooperation activities, focus on bettering women's access to education and skill development in areas that can translate to high-paid job opportunities.
- ✓ Ensure that activities envisage women not only as employees or labourers, but as entrepreneurs, leaders, decision makers and scientists.

- ✓ Encourage industries and enterprises to incorporate corporate social responsibility explicitly related to gender.
- ✓ Provide a specialized consultation mechanism for governments to resolve gender-related disputes and disagreements.
- ✓ Canada–Israel subjects gender-related provisions to a binding (yet not compulsory) dispute settlement mechanism.
- ✓ Create a gender-specific committee to oversee and implement gender-related commitments.

### East African Community

The treaty creating the East African Community (EAC) has an advanced level of gender responsiveness, but it mainstreams gender considerations differently than the previous two examples. The agreement clearly prescribes gender mainstreaming in all endeavours and enhancing the role of women in cultural, social, political, economic and technological development (Article 5).<sup>25</sup>

Article 6 outlines gender equality as a fundamental principle and refers to the African Charter on Human and Peoples' Rights. The parties also seek to ensure gender balance in the appointment of staff for EAC institutions and the election of legislative assembly members (Article 50).

The agreement benefits from a stand-alone chapter titled 'Enhancing the Role of Women in Socio-Economic Development' that contains further commitments and action plans. In addition, it reveals a new way to be highly gender responsive by referring or incorporating in its main text the gender-related provisions of another agreement – the Common Market for Eastern and Southern Africa (COMESA) accord.

This means that the gender responsiveness of the East African Community and COMESA must be assessed together.

COMESA<sup>26</sup> is found to be in the higher bracket of evolving responsiveness. It has a stand-alone chapter titled 'Women in Development and Business' (Chapter 24). In Article 154, the parties agree that 'women make significant contribution towards the process of socioeconomic transformation and sustainable growth and that it is impossible to implement effective programmes for rural transformation and improvements in the informal sector without the full participation of women'.

Parties pledge to increase the participation of women in decision making, eliminate regulations and customs that discriminate against businesswomen and their access to resources, promote their education and awareness, and adopt technology to help women progress professionally (Articles 154 and 155). In Articles 155 and 174, the parties create various legislative, procedural and institutional tools to carry out these commitments. The language used in these provisions is largely obligatory and binding.

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#### — **Key takeaways:** —

- ✓ Enhances the role of women in cultural, social, political, economic and technological development.
- ✓ Outlines gender equality as a fundamental principle of the EAC.
- ✓ Promotes gender balance in the composition of institutions and legislative assembly.
- ✓ Has a stand-alone chapter titled 'Enhancing the Role of Women in Socio-Economic Development.'
- ✓ Incorporates another agreement (i.e. COMESA) into its text.

## Background for policymakers

This first use of the gender-responsive framework for free trade agreements has some research limitations.

The study only includes accords that have been notified to the WTO and it looks at just 73 trade agreements. These are only the treaties 'in force' in the 25 Commonwealth countries as of 1 December 2019. FTAs for which an early announcement has been made but that were not enforced as of that date are not included.

All texts were accessed through the WTO regional trade agreement database. No text could be located for the 1971 Protocol on Trade Negotiations, so it was not analysed.

This study provides a textual analysis of trade accords, rather than enforcement or implementation.

The framework only measures the gender responsiveness of the text. It does not gauge how a given trade agreement might empower women.

Some legal provisions in FTAs might harm women and their involvement in trade and commerce. Cross-cutting disciplines such as intellectual property rights, agriculture, fisheries, government procurement and SME protection may affect women, but these provisions are not included in the framework because they are outside the bounds of this research.



# CHAPTER 4

## TEN RECOMMENDATIONS AND MODEL CLAUSES

This chapter presents 10 recommendations to be considered when discussing and drafting trade accords. A model clause is proposed with each recommendation.

Policymakers and negotiators can adopt these in part or in full, when negotiating or planning to renegotiate agreements.

Some of the model clauses create legal obligations. Others are best-endeavour provisions, making their implementation dependent on the willingness and resources of parties. Countries can adjust the language of these provisions to make them looser or tighter, depending on their own political willingness, socioeconomic needs, existing domestic laws and available resources.

**Figure 3** Ten recommendations: Gender in free trade agreements





## 1. Craft a gender-explicit preamble

Gender equality in the preamble is an effective way to mainstream gender perspectives in trade agreements. The preamble is a vital part of any international instrument, as it can reveal the intentions of the negotiators or drafters of the treaty.

Article 31 of the Vienna Convention on the Law of Treaties says an agreement must be interpreted in light of its context, object and purpose.<sup>27</sup> In disputes arising from a given agreement, decision makers can consider the wording in the preamble to identify the parties' objectives and intentions underlying the agreement. Such an inclusion also frontloads the promises that members make vis-à-vis gender concerns, so it has some symbolic value as well.

### **Model clause: Gender-explicit preamble**

*The Parties recognize gender equality as an important public policy objective and a crucial factor to achieve economic growth and development. The Parties seek to ensure that the implementation of this agreement provides equal opportunities for women and men, and that its implementation does not create a barrier that could impede women's participation in the respective economies.*



## 2. Highlight access to skill development

Women's access to education and skill-development opportunities is a crucial commitment that can form part of future trade accords.<sup>28</sup> As long as women remain underqualified and less skilled than men, they are likely to remain in lower-paid jobs with poor working conditions and job insecurity.

Many free trade agreements already include cooperation provisions on expanding women's access to education and skill development. But these provisions either do not spell out the type of education and skill development, or the types mentioned can only prepare women for traditional and low-paid jobs such as in education, nursing, farming and knitting.

The parties should encourage women to study science, technology, engineering and mathematics and take skill-based training to prepare themselves for high-paid career opportunities in areas such as aerospace, transport, information technology, system design, engineering, business services, leadership roles and professional services.<sup>29</sup>

These new roles enable women to move away from the traditional stereotyped jobs that societies have foisted on them, such as farming, nursing or household responsibilities. They also make it easier for women to participate in activities and benefit from opportunities that FTAs can create nationally and internationally.

Such a provision should envisage women as business leaders, policymakers and decision makers, and the scope of skill development should be defined accordingly.<sup>30</sup>

This provision should contain some understanding or pledge by the concerned parties on financing these activities. Cooperation can also focus on issues such as access to finance and productive resources, creating business networks and ending discrimination; however the following model clause is focused exclusively on skills and education.

**Model clause: Access to skill development**

*Parties shall seek to carry out cooperation activities designed to improve the education and capacity for women as employees, business leaders, entrepreneurs and consumers.*

*1.1 These activities may include, but not be limited to:*

- (a) improving women's access to education and skill development in business and management studies, science, technology, engineering and mathematics, and other areas that can translate into high salaries and decent working conditions for women;*
- (b) developing programmes to promote women's full participation and advancement in society by encouraging access to education, capacity building and skills enhancement of women at work, in business and at senior levels in all sectors of society (including on corporate boards);*
- (c) improving women's access to digital skills to reduce the existing digital divide between women and men.*

*1.2 All Parties commit to the aforementioned activities mentioned in Article 1.1. To this end, they commit to establish their respective national contact points to carry out and oversee the implementation of the commitments mentioned in Article 1.1. The Parties shall allocate sufficient funding to allow these contact points to carry out their functions. The respective contact points shall submit a biennial report to contact points of all other Parties to this agreement; such report shall contain a summary of actions taken in the last two years and planned actions for the coming two years.*

*1.3 The Parties acknowledge the importance of providing adequate funding to perform cooperation activities and shall develop funding mechanisms to:*

- (a) finance gender-related plans, processes and institutions; and*
- (b) finance the activities of the committee and the costs of the cooperation activities.*

**Source:** Adapted from Article N bis-03, Canada–Chile FTA



### 3. Encourage research and impact assessment

None of the trade agreements reviewed explored sponsoring research in trade and gender. The Chile–Uruguay accord has come the closest, as it mentions research and internship opportunities as possible tools to cooperate on gender concerns.<sup>31</sup>

Parties can add provisions to encourage post-graduate trade and gender studies at their universities. Think tanks and research centres can also be urged to carry out research in this discipline, perhaps through financial grants or other incentives such as symbolic recognitions.

Provisions can be included to promote or even mandate *ex-ante* and *ex-post* gender-focused impact assessments of the given agreement. FTAs can also add provisions on the collection and exchange of sex-disaggregated data that can form the basis of impact assessment activities. These activities could be mentioned as areas of cooperation or as possible procedures and tools of implementation and monitoring.

**Model clause: Research and impact assessment**

1. Parties seek to work on enhancing the understanding and awareness of the interaction between trade and gender justice through the following activities:
  - 1.1 Collection of sex-disaggregated data and sharing of methods and best practices for the collection of sex-disaggregated data;
  - 1.2 Encourage ex-ante and ex-post gender-focused impact assessments of the agreement;
  - 1.3 Encourage academic and policy research to better understand the trade and gender nexus through, inter alia, the creation of research funds and exchange programmes; and
  - 1.4 Raise awareness and sensitization on the importance of gender equality for economic growth among policymakers, trade negotiators, decision makers, companies and people at large.



## 4. Include minimum legal standards

Legal standards can increase the gender responsiveness of free trade agreements.<sup>32</sup> They are not found in many trade accords today, however, as governments are reluctant to include gender-related provisions that require a change in their domestic laws and regulations.

One example is a requirement on equal pay for equal work. Several agreements mention this obligation, but it is mostly framed in permissive language without any requirements for the negotiating members to provide binding equal-pay legislation.

The wage gap must be eliminated or narrowed to include women in the economy, and FTAs can be an effective avenue for imposing such obligations on individual countries. This is because some countries may only be willing to adopt domestic equal pay legislation if they are given better market access to an important trading nation.

These standards could also eliminate employment discrimination on the basis of sex, provide anti-harassment procedures at workplaces and protect maternity and child-care rights. Such provisions could be incorporated in trade agreements directly. Or, agreements could refer to a relevant international instrument, such as International Labour Organization conventions (mainly Convention No. 111 on discrimination and/or Convention No. 100 on equal remuneration), CEDAW 1979 or United Nations Sustainable Development Goals.

Provoking change in national laws by including these sorts of provisions in trade pacts may appear to be quite ambitious, and countries may refuse to accept such provisions. Still, FTAs can be seen as a possible vehicle to bring about this change, especially in countries with the political will and the resources.

**Model clause: Minimum legal standards**

*Each party shall implement laws and policies to protect workers against employment discrimination on the basis of sex (including with regard to sexual harassment), pregnancy, sexual orientation, gender identity and care-giving responsibilities; provide job-protected leave for birth or adoption of a child and care of family members; and protection against wage discrimination.*

*Each party reaffirms and reinforces the obligations it assumed under the International Labour Organization conventions and Universal Declaration of Human Rights.*

*In addition, parties seek to reaffirm their commitment to other international instruments exclusively focused on gender equality including, but not limited to, UN 2030 Agenda for Sustainable Development, Beijing Declaration and Platform for Action, and CEDAW 1979.*



## 5. Explore reservations, waivers and exemptions

One way to make trade agreements more gender responsive is to include reservations, waivers and exceptions.

Government procurement represents a significant market for businesswomen. ITC research shows that just 1% of the global government procurement market is offered to women-owned enterprises.<sup>33</sup> Ensuring that future trade pacts include reservations that favour women can encourage governments to adopt procurement commitments that increase the participation of women-owned enterprises in the bidding process.<sup>34</sup>

Another example is reservations that enable countries to incentivize private sector-driven supplier diversity initiatives.<sup>35</sup>

### **Model clause: Reservations, waivers and exemptions**

1. *Parties reserve a right to invoke reservations or waivers or exemptions explicitly favouring women or explicitly referring to gender concerns. These reservations or waivers or exemptions can include the following:*
  - 1.1 *Encourage their public and private enterprises to conduct gender-responsive supplier diversity programmes;*
  - 1.2 *Employ gender-responsive government procurement procedures;*
  - 1.3 *Create incentives for investments in industries and sectors that benefit women as employees, business actors and consumers;*
  - 1.4 *Provide zero-duty market access to trade in handicraft goods by indigenous women.*
2. *The Parties reserve the right to negotiate additional reservations or waivers or exemptions in the future.*



## 6. Consider a gender-focused exception

Countries have incorporated (by reference) GATT-like exceptions in their trade agreements to protect public morals, human health, animal life or the environment. In the same manner, a new exception for gender equality could be designed for future accords. No such exception exists today in FTAs.

Governments may be reluctant to use this sort of exception, because it could enable other countries to enact new rules and regulations that obstruct trade. This hesitation is understandable, though governments could be just as cautious about other exceptions that are even broader, such as those pertaining to public morals and national security.

The potential benefits of a gender-based exception drafted in an unambiguous manner and with a neatly defined scope and requirements might ease some of these concerns. The obligations and scope could be designed to reflect the political willingness of individual countries.

### **Model clause: Gender-focused exception**

*Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade, nothing in this agreement shall be construed to prevent the adoption or enforcement by any contracting party of measures necessary to promote women's economic empowerment or achieve gender equality.*

**Source:** Adapted from GATT 1994, Article XX



## 7. Encourage corporate social responsibility

Parties can order or encourage public and private businesses to develop plans and internal procedures targeting corporate social responsibility. Through corporate self-regulation provisions, governments can push companies to include social and environmental concerns in their business plans and procedures. Enterprises are crucial in international trade, and trade accords in particular.

Free trade agreements impose obligations on governments, but they also ease transactions and interactions between businesses across different markets. FTAs that support their companies through enhanced and frictionless market access can also encourage or require them to trade in an inclusive, sustainable manner.<sup>36</sup>

This strategy has been quite effective in the last few years. Some recent FTAs have included such provisions in their text. In the Canada–Israel agreement, for example, the parties seek to encourage their businesses to use corporate social responsibility to address issues including labour, environment and gender equality.

### **Model clause: Corporate social responsibility**

*The Parties shall require public and private enterprises operating within their territories or subject to their jurisdictions to incorporate into their internal policies those internationally recognized standards, guidelines and principles of corporate social responsibility that have been endorsed or are supported by the respective parties. These standards, guidelines and principles shall address areas such as labour, environment, gender equality, human rights, indigenous and aboriginal peoples' rights, and corruption.*

*With regard to gender equality, Parties shall encourage public and private enterprises to have gender-responsive internal regulations such as reserved representation on corporate boards, anti-harassment procedures at workplaces, flexible work arrangements, protection of maternity rights and child-care facilities.*



## 8. Set up gender committees for monitoring

Some recent agreements have set up specialized committees to monitor the implementation of gender-focused provisions and the gender impact of trade. One example is the Chile–Uruguay FTA, which creates a gender committee<sup>37</sup> comprising representatives of the government institutions responsible for relevant gender and trade matters from each concerned party. However, the accord does not specify the functions and operational requirements of the committee.<sup>38</sup>

The Canada–Chile agreement raises the bar, as it includes some operational requirements and functions of the trade and gender committee.<sup>39</sup> Yet it fails to clarify the financing arrangements and other requirements for this committee to act.

Future FTAs must consider and clearly describe the functions and goals of such committees as well as a timeline by which they are expected to reach these milestones. Provisions should spell out how the work of a committee will be monitored and who will sit on it. The activities and functioning of these committees must be adequately funded for them to work efficiently.

### **Model clause: Gender committees**

1. *The Parties hereby establish a Trade and Gender Committee composed of representatives from each Party's government institutions responsible for trade and gender. The Parties shall compose this Committee in a gender-balanced manner.*
2. *The Committee shall:*
  - 2.1 *Determine, organize and facilitate the cooperation activities under Article xxx;*

- 2.2 Facilitate the exchange of information on each Party's experiences with respect to the establishment and implementation of policies and programmes that address gender concerns in order to achieve the greatest possible benefit under this agreement;*
- 2.3 Discuss joint proposals to support policies on trade and gender;*
- 2.4 Invite international donor institutions, private sector entities, non-governmental organizations or other relevant institutions, as appropriate, to assist with the development and implementation of cooperation activities; and*
- 2.5 Carry out other duties as determined by the Parties.*
- 3. The Committee shall meet annually and as otherwise agreed by the Parties, in person or by any other technological means available, to consider any gender-related matters arising under this agreement.*
- 4. The Committee and Parties may exchange information and coordinate activities by e-mail, videoconference or other means of communication.*
- 5. The Committee shall prepare a five-year action plan within the first two years of its creation, and such an action plan must be revised or updated by the Committee after every five years.*
- 6. The Parties shall provide adequate funding for the Committee to perform its functions.*

**Source:** Adapted from Article N bis-03: Cooperation Activities, Canada–Chile FTA



## 9. Provide a binding and compulsory dispute settlement mechanism

In all but a few trade agreements, gender-related provisions are excluded from the scope of the dispute settlement system. Some accords – the Canada–Chile FTA, for example – explicitly exclude gender provisions from the scope of their dispute settlement mechanism.

Most of the agreements with explicit gender provisions do not create any obligation or a binding commitment for the parties, as they are drafted with best-effort expressions. This implies that failure to fulfil these provisions may not lead to a possible cause of action for dispute settlement. This means that most gender considerations cannot be enforced through a binding and compulsory dispute settlement mechanism, so a country faces no direct consequence for not meeting its obligations or commitments.

Almost all FTAs rely on good-faith cooperation and best endeavours to solve disputes arising from gender-related provisions through dialogue and cooperation. One exception is the recent Israel–Canada agreement, which provides a binding dispute settlement procedure that applies to its gender-related commitments. This jurisdiction is not compulsory, however; the parties must agree to it if and when a problem arises.<sup>40</sup>

Future trade agreements should consider going a step further and subjecting gender provisions to binding and compulsory dispute settlement provisions. Parties could subject gender provisions either to the treaty's general dispute settlement chapter or create a specialized mechanism to enforce gender-related commitments.

This recommendation should be considered with a word of caution. While gender-related provisions need to be enforceable, their enforcement often requires deep societal changes and long-term cooperation between different stakeholders.

Ensuring enforcement through dispute settlement provisions may be a top-down approach to trigger societal changes. However, the long-term solution to the problem of gender inequality lies in changing the domestic laws, cultures, beliefs and stereotypes in a given community.

**Model clause: Dispute resolution**

1. *The Parties shall make all possible efforts through dialogue, consultations, cooperation and exchange of information to resolve any disagreement that may arise on the interpretation or application of gender-related provisions mentioned in Articles xxx.*
2. *If the Parties cannot resolve the matter in accordance with paragraph 1 within a mutually agreeable timeframe, they can submit the matter to the dispute settlement procedure established under this agreement under Article xxx. Once a dispute is filed, the Panel established under Article xxx will have binding and compulsory jurisdiction over such a dispute.*
3. *There should be at least one woman panellist appointed to the Panel composed for resolving matters concerning the interpretation or application of gender-related provisions mentioned in Articles xxx. All other requirements and procedures provided in Article xxx (provision on dispute settlement, consultations, panel of experts, review and implementation) shall be adhered to for resolving matters referred to in the present provision.*

**Source:** Adapted from Article 13.6, Canada–Israel FTA



## 10. Offer enforcement remedies

Trade agreements should offer remedies for when the decisions of designated decision makers or arbitrators are breached. Traditional remedies such as suspending concessions can be used. However, this option has proven ineffective on several occasions in the multilateral trading system, especially when the interests of a developing or least developed country were at stake.<sup>41</sup> It is also debatable whether a sanctions-based approach is better than a best-endeavour approach for implementing gender-related provisions.

As an alternative, FTAs can experiment with other innovative remedies. Parties can look at non-punitive options – for example, requiring the responding country to take additional steps (pending full compliance) such as introducing a government procurement procedure that favours women or a supplier diversity programme that favours women.

These may not be enforcement remedies as such, but they can be considered as a secondary obligation that the offending party may be asked to fulfil pending full compliance. These options could be seen as a way to offset the harm caused by the agreement in one industry or sector by creating an advantage for women in the same or a different industry or sector.

**Model clause: Enforcement remedies**

*If the disputing Parties are unable to agree on a resolution to the dispute under Article xxx (Implementation of Final Report) within xxx days of receipt of the final report, the complaining Party may suspend the application to the responding Party of benefits of equivalent effect to the non-conformity or the nullification or impairment until the disputing Parties agree on a resolution to the dispute.*

*The complaining Party may ask the Party under review to carry out an additional obligation that will enhance women empowerment in its respective jurisdiction. Such additional obligations could be imposed in the following forms: creating a women-favouring government procurement scheme, creating a women-favouring supplier diversity programme, subsidizing women's secondary education at national level, or creating and funding business networks for women.*



# APPENDICES

## Appendix I: Gender-responsive framework for free trade agreements

Dimension	Status	Possible improvement indicator
<b>I. Frequency of relevant provisions</b>	0,00%	Significant area of improvement
<b>II. Location of relevant positions</b>	0,00%	Significant area of improvement
<b>III. Affirmations and reaffirmations</b>	0,00%	Significant area of improvement
<b>IV. Cooperation activities</b>	0,00%	Significant area of improvement
<b>V. Institutional arrangements</b>	0,00%	Significant area of improvement
<b>VI. Procedural arrangements</b>	0,00%	Significant area of improvement
<b>VII. Review and funding</b>	0,00%	Significant area of improvement
<b>VIII. Settlement of disputes</b>	0,00%	Significant area of improvement
<b>IX. Waivers, reservations and exceptions</b>	0,00%	Significant area of improvement
<b>X. Minimum legal standards</b>	0,00%	Significant area of improvement

Scale		
Limited responsiveness	Evolving responsiveness	Advanced responsiveness
> =33.33%	> =66.66%	> =100%

## Appendix II: Survey for gender-responsive free trade agreements

Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>I. Frequency of relevant provisions</b> (This dimension assesses whether and to what extent the given FTA mentions gender-related expressions in the drafting of its main text, side instruments and annexes)		
<b>1. Does the given FTA (main text, side instruments or annexes) mention the term gender/women/female/girl/sex/mother/maternity (referred to as gender-related term)?</b>		
The agreement does not: (i) mention any gender-related term, or (ii) mention human rights, social or moral or labor concern that might include issues relating to gender	There is no mention of any gender-related term, but there is a mere mention of human rights, social or moral or labor concern that might include issues relating to gender	There is: (i) an explicit mention of gender-related terms, or (ii) an acknowledgement of the role of women in trade, commerce or economy in general
Answer:		
<b>2. How many times is a gender-related term (gender/women/female/girl/sex/mother/maternity) mentioned in the given FTA including side instruments, footnotes and/or annexes (excluding mention of products)?</b>		
These terms are not mentioned even once in the entire agreement including side instruments, footnotes and/or annexes	Any of these terms is mentioned less than 10 times in the entire agreement including side instruments, footnotes and/or annexes	Any of these terms is mentioned 10 or more times in the entire agreement including side instruments, footnotes and/or annexes
Answer:		
<b>II. Location of relevant provisions</b> (This dimension assesses whether the given FTA prioritizes or sidelines gender-provisions by positioning them in the agreement's preamble, stand-alone chapters, side agreements, specific provisions, cross-cutting provisions or chapters, or annexes)		
<b>1. Is there a mention of gender-related concerns in the given FTA's preamble?</b>		
There is no mention of: (i) gender, or (ii) related concerns in the given FTA's preamble	There is an explicit mention of gender-specific concerns in the given FTA's preamble, which merely shows members' awareness to address gender inequality and/or promote women's economic empowerment	There is an explicit mention of gender-specific concerns in the given FTA's preamble, which shows a commitment by members' to address gender inequality and/or promote women's economic empowerment
Answer:		

Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>2. In which part of the given FTA are 50% or more of gender-explicit provisions located?</b>		
There are no gender-explicit provisions in the given FTA	50% or more of gender-explicit provisions are mentioned in the FTA's preamble	50% or more of gender-explicit provisions are mentioned in the operative section (that includes the main text, annexes, side agreement, protocols, and post FTA decisions)
Answer:		
<b>III. Affirmations and reaffirmations</b>		
(This dimension assesses whether the given FTA contains provisions that reflect members' commitments to address gender issues, or affirmations that reaffirm their commitments under other international instruments relating to gender)		
<b>1. Does the agreement demonstrate members' willingness or commitment to incorporate gender perspective into their economic growth and development, policies, programmes, decision-making, policymaking and practices at the national level?</b>		
There is no such demonstration in the agreement	The agreement shows members' awareness about the importance of incorporating gender perspective into their economic growth and development, policies, programmes, decision-making, policymaking or practices at the national level	There are one or more provisions which contain members' commitments to incorporate gender perspective into their economic growth and development, policies, programmes, decision-making, policymaking or practices at the national level
Answer:		
<b>2. Are there any references or affirmations or re-affirmations to existing international conventions or declarations or other international instruments directly or indirectly related to gender issues?</b>		
The agreement does not have any such references or affirmations or re-affirmations	There are explicit references to one or more international instruments that incorporate or include gender objectives, but neither of these instruments are exclusively focused on gender objectives (such as CEDAW or 2017 Buenos Aires Declaration or ILO Conventions 100 or 111)	There are explicit references to one or more international instruments that incorporate or include gender objectives, and one of these instruments must have an exclusive focus on gender objectives (such as CEDAW or 2017 Buenos Aires Declaration or ILO Conventions 100 or 111)
Answer:		
<b>IV. Cooperation activities</b>		
(This dimension assesses whether the given FTA demonstrates members' commitments to cooperate nationally and internationally on issues relating to women's access to resources, elimination of barriers to trade and access to education)		
<b>1. Does the given FTA contain provisions that prescribe cooperation activities aimed at the elimination or reduction of barriers to trade for women and enhancement of women's empowerment (such as cooperation on access to education, access to finance, formation of business networks and others)?</b>		
The agreement does not have any such provision referring to women empowerment	The agreement has provisions that: (i) provide a list of cooperation activities directly related to women empowerment and inclusive trade, but these activities merely envisage women as an employee or labor, or (ii) the agreement indicates members' commitment to cooperate on areas and engage in activities that strengthen women's empowerment, but it does not provide a list of cooperation activities	The agreement has provisions that: (i) provide a list of cooperation activities directly related to women empowerment and inclusive trade, <i>and</i> (ii) these activities envisage women not merely as an employee or labor but also as an entrepreneur, leader, decision-maker, scientist, engineer and/or other high-paid professional
Answer:		
<b>2. Does the given FTA among its cooperation activities incorporate women's access to education or skill development?</b>		
(i) The agreement does not contain any cooperation activity, or (ii) mentioned cooperation activities do not include women's access to education or skill development	(i) The cooperation activities contain specific commitments from members to work on enhancing or encouraging women's access to education or skill development, <i>and</i> (ii) these commitments are either made without outlining the type and nature of education and skill development or they only focus on traditional education and skill development opportunities (such as farming, fisheries, textiles, teaching, nursing, handloom, and so on)	(i) The cooperation activities contain specific commitments from members to work on enhancing or encouraging women's access to education or skill development, <i>and</i> (ii) these commitments focus on enhancing educational or skill development opportunities in the fields that can translate to high-paid job opportunities for women (such as STEM and ICT focused education)
Answer:		
<b>V. Institutional arrangements</b>		
(This dimension assesses whether the given FTA establishes institutions to implement the commitments or understandings related to gender. These could be in the form of a committee, council, network, or a commission)		

Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>1. Is there a committee or any other institution to monitor the implementation or operation of gender-focused provisions?</b>		
(i) There is no committee or any other institution to monitor the implementation or operation of the whole agreement or for gender-specific provisions, <i>or</i> (ii) gender-focused provisions are excluded from the work of a general committee established for the whole agreement	(i) The main or side agreement establishes a specialized committee or any other institution to monitor the implementation or operation of provisions that include gender concerns among other areas, <i>and</i> (ii) such an institution is created in a specialized chapter or a side agreement that incorporates several issues including gender or women in trade	(i) The main or side agreement establishes a specialized committee or any other institution that specifically monitors the implementation or operation of only gender-focused provisions, <i>and</i> (ii) such an institution is created in a specialized chapter or a side agreement specific to gender or women in trade
Answer:		
<b>2. Does the agreement define duties, functions, meeting frequencies, and other organizational requirements of the committee or any other institution created for the implementation or operation of gender-specific provisions?</b>		
(i) The agreement does not define any organizational requirement of the committee or any other institution, <i>or</i> (ii) the agreement does not create an institution to monitor the implementation or operation of gender-specific provisions	The agreement outlines: (i) the non-binding role <i>and</i> (ii) functions of the committee or any other institution created for the implementation or operation of gender-specific provisions	The agreement outlines: (i) binding role and functions, <i>and</i> (ii) meeting frequencies of the committee or any other institution
Answer:		
<b>VI. Procedural arrangements</b>		
(This dimension assesses whether the given FTA establishes procedures to implement the commitments or understandings related to gender. These could be in the form of an action plan, exchange of information, dialogues, studies and research)		
<b>1. Does the agreement create procedural tools to address gender issues such as action plans, frameworks, dialogues, information exchange, exchange of best practices and experiences, programmes or legislation?</b>		
The agreement does not create any procedural tool to address gender issues	(i) The agreement shows some awareness of creating procedural tools to address gender issues, <i>but</i> (ii) it does not create or identify any such tool to address gender issues	The agreement creates or identifies procedural tools to address gender commitments such as action plan, frameworks, dialogues, information exchange, exchange of best practices and experiences, programmes or legislations
Answer:		
<b>2. Do the members encourage or seek to collaborate on study, research or publication relating to gender and trade?</b>		
There is no demonstrated awareness or commitment to encourage or collaborate on study, research or publication relating to gender and trade	There is an expression of will to encourage or collaborate on study, research or publication relating to gender and trade among other social issues	There is a commitment to encourage or collaborate on study, research or publication specifically relating to gender and trade
Answer:		
<b>VII. Review and funding</b>		
(This dimension assesses whether the given FTA establishes review and funding mechanisms that are needed to ensure the implementation of the commitments or understandings related to gender.)		
<b>1. Does the agreement contain a provision that requires: (i) the review of the implementation of gender provisions and/or (ii) the assessment of gender impact of the agreement?</b>		
There is no such provision	There is an expression or statement of will to: (i) review the implementation of gender provisions, <i>or</i> (ii) assess the gender impact of agreement, <i>but</i> (iii) the agreement does not provide for members' commitment or any institution or procedure to carry out the same	There is a commitment to: (i) review the implementation of gender provisions, <i>or</i> (ii) assess the gender impact of the agreement, <i>and</i> (iii) either of the above-mentioned commitments is made along with the identification of a procedure or an institutional setting to facilitate the process of implementation review or impact assessment
Answer:		
<b>2. Have members provided funding or identified measures to finance gender-related plans, processes, institutions, activities and other related commitments?</b>		
There is no provision on financing gender-related plans, processes, institutions, activities or other related commitments.	There is a provision that demonstrates members' awareness on the importance of financing gender-related plans, processes, institutions, activities or other related commitments.	There is a provision that contains a commitment to: (i) finance gender-related plans, processes, institutions, activities or other related commitments, <i>or</i> (ii) identify measures to finance gender-related plans, processes, institutions, activities or other related commitments.
Answer:		

Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>VIII. Settlement of disputes</b> (This dimension assesses whether the given FTA provides a system for the settlement of disputes that arise from gender-related provisions. The methods to settle disputes could range from consultation, mediation, arbitration to litigation)		
<b>1. Is there any consultation or discussion mechanism to resolve gender-specific conflicts (excluding the ones arising from cooperation activities)?</b>		
(i) There is no consultation or discussion mechanism, <i>or</i> (ii) gender provisions are excluded from the consultation or discussion mechanisms provided in the agreement, <i>or</i> (iii) there are no gender provisions in the agreement, <i>or</i> (iv) the only gender provisions in the agreement are mentioned as cooperation activities	(i) There is a consultation or discussion mechanism for conflicts arising generally out of the agreement including conflicts arising out of gender-related provisions, <i>and</i> (ii) gender provisions are not excluded from such consultation or discussion mechanisms	(i) There is a specialized consultation or discussion mechanism for any conflicts arising out of several specific issues including gender provisions, <i>and</i> (ii) these provisions are located in specialised chapters or side agreements that incorporate several issues including gender
Answer:		
<b>2. Are a majority of gender provisions (excluding the ones mentioned in cooperation activities) in the given FTA subject to a dispute settlement mechanism?</b>		
(i) There is no dispute settlement mechanism provided in the agreement for conflicts arising out of majority of gender provisions, <i>or</i> (ii) there are no gender provisions in the agreement, <i>or</i> (iii) gender provisions are excluded from the dispute settlement mechanism	There is a non-binding and non-compulsory dispute settlement mechanism for conflicts arising out of majority of gender provisions	There is a binding but not compulsory, or non-binding but compulsory dispute settlement mechanism for conflicts arising out of majority of gender provisions
Answer:		
<b>IX. Waivers, reservations and exceptions</b> (This dimension assesses whether the given FTA provides for explicit women-favouring exceptions, reservations and waivers. These provisions could be found in the form of a gender exception (drafted on the lines of GATT-like exceptions), supplier diversity programmes favouring supplies from women-owned or women-managed businesses, and women-favouring government procurement arrangements)		
<b>1. Does the agreement establish an exception referring to gender concerns?</b>		
The agreement does not establish an exception referring to gender	The agreement establishes a general public morals or human rights exception or merely incorporates general exceptions mentioned in GATT Article XX	The agreement establishes a gender-specific exception that any member can invoke to justify a possible FTA-inconsistent practice or law
Answer:		
<b>2. Does the agreement contain provisions to encourage industries/enterprises to incorporate minimum standards on corporate social responsibility explicitly related to gender?</b>		
There is no such provision	(i) There is a provision which affirms the importance of corporate social responsibility explicitly related to gender, <i>but</i> (ii) it does not contain any expression to encourage its industries and enterprises (subject to its jurisdictions) to incorporate standards of corporate social responsibility explicitly related to gender into their internal policies and practices	(i) There is a provision which affirms the importance of corporate social responsibility explicitly related to gender, <i>and</i> (ii) it encourages its industries and enterprises (subject to its jurisdictions) to incorporate standards of corporate social responsibility explicitly related to gender into their internal policies and practices
Answer:		
<b>X. Minimum legal standards</b> (This dimension assesses whether the given FTA recommends or mandates its members' to maintain or ensure minimum legal standards in their domestic laws. These standards could include, inter alia, equal pay, reproductive rights, care work, representation, gender-based anti-discrimination and anti-violence)		
<b>1. Does the agreement establish minimum legal standards explicitly related to gender for the countries' respective domestic law?</b>		
The agreement does not establish minimum legal standards explicitly related to gender for countries' respective domestic law	The agreement establishes minimum legal standards explicitly related to gender for the countries' respective domestic law with the use of permissive language throughout such provision(s)	The agreement establishes minimum legal standards explicitly related to gender for the countries' respective domestic law with no use of permissive language in such provision(s)
Answer:		
<b>2. Does the agreement contain provisions to encourage industries/enterprises to incorporate minimum standards on corporate social responsibility explicitly related to gender?</b>		
There is no such provision	(i) There is a provision which affirms the importance of corporate social responsibility explicitly related to gender, <i>but</i> (ii) it does not contain any expression to encourage its industries and enterprises (subject to its jurisdictions) to incorporate standards of corporate social responsibility explicitly related to gender into their internal policies and practices	(i) There is a provision which affirms the importance of corporate social responsibility explicitly related to gender, <i>and</i> (ii) it encourages its industries and enterprises (subject to its jurisdictions) to incorporate standards of corporate social responsibility explicitly related to gender into their internal policies and practices
Answer:		

## Appendix III: Examples: Levels of gender responsiveness

	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>I. Frequency of relevant provisions</b> (This dimension assesses whether and to what extent the given FTA mentions gender-related expressions in the drafting of its main text, side instruments and annexes)			
<b>1. Does the given FTA (main text, side instruments or annexes) mention the term gender/women/female/girl/sex/mother/maternity/child care (referred to as gender-related term, excluding mention as products or list of entities)?</b>			
	The agreement does not: (i) mention any gender-related term, or (ii) mention human rights, social or moral or labor concern that might include issues relating to gender	There is no mention of any gender-related term, but there is a mere mention of human rights, social or moral or labor concern that might include issues relating to gender	There is: (i) an explicit mention of gender-related terms, or (ii) an acknowledgement of the role of women in trade, commerce or economy in general
Example	For example, ASEAN - Australia - New Zealand	Article 2 (EU - Eastern and Southern Africa States Interim EPA): The objectives of the Economic Partnership Agreement are: (a) contributing to the reduction and eventual eradication of poverty through the establishment of a strengthened and strategic trade and development partnership consistent with the objective of sustainable development, the Millennium Development Goals and the Cotonou Agreement...	Article 1.1 (Canada-Jordan FTA): Each Party shall ensure that its labour law and practices embody and provide protection for the following internationally recognized labour principles and rights: ... d. the elimination of discrimination in respect of employment and occupation (including equal pay for women and men); ...
<b>2. How many times is a gender-related term (gender/women/female/girl/sex/mother/maternity/child care) mentioned in the given FTA including side instruments, footnotes and/or annexes (excluding mention as products or list of entities)?</b>			
	These terms are not mentioned even once in the entire agreement including side instruments, footnotes and/or annexes	Any of these terms is mentioned less than 10 times in the entire agreement including side instruments, footnotes and/or annexes	Any of these terms is mentioned 10 or more times in the entire agreement including side instruments, footnotes and/or annexes
Ex.	For example, Asia Pacific Trade Agreement (APTA)	For example, EU – Canada FTA	For example, Canada-Israel FTA
<b>II. Location of relevant provisions</b> (This dimension assesses whether the given FTA prioritizes or sidelines gender-provisions by positioning them in the agreement's preamble, stand-alone chapters, side agreements, specific provisions, cross-cutting provisions or chapters, or annexes)			
<b>1. Is there a mention of gender-related concerns in the given FTA's preamble?</b>			
	There is no mention of: (i) gender, or (ii) related concerns in the given FTA's preamble	There is an explicit mention of gender-specific concerns in the given FTA's preamble, which merely shows members' awareness to address gender inequality and/or promote women's economic empowerment	There is an explicit mention of gender-specific concerns in the given FTA's preamble, which shows a commitment by members' to address gender inequality and/or promote women's economic empowerment
Example	For example, Preamble (Canada-Jordan FTA)	Preamble (EU-South Africa agreement on Trade Development and Cooperation): ... UNDERLINING the importance which the Parties attach to the values and principles set out in the Final Declarations of the International Conference on Population and Development held in Cairo in 1994, of the World Summit for Social Development held in Copenhagen in March 1995 and of the Fourth World Conference on Women held in Beijing in 1995 ...	Preamble (Canada-Israel FTA): THE GOVERNMENT OF CANADA ("Canada") AND THE GOVERNMENT OF THE STATE OF ISRAEL ("Israel"), hereinafter referred to as "the Parties", resolved to: ... SEEK TO INCREASE women's access to and benefit from the opportunities created by this Agreement by advancing cooperative activities and removing constraints to their full participation in their economies and international trade; ...
<b>2. In which part of the given FTA are 50 percent or more of gender-explicit provisions located?</b>			
	There are no gender-explicit provisions in the given FTA	50% or more of gender-explicit provisions are mentioned in the FTA's preamble	50% or more of gender-explicit provisions are mentioned in the operative section (that includes the main text, annexes, side agreement, protocols, and post FTA decisions)
Example	"For example, ASEAN - Australia - New Zealand"	No example found (in evaluated FTAs)	Chapter 13 (Main agreement, Canada-Israel FTA)

	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>III. Affirmations and reaffirmations</b>			
(This dimension assesses whether the given FTA contains provisions that reflect members' commitments to address gender issues, or affirmations that reaffirm their commitments under other international instruments relating to gender)			
<b>1. Does the agreement demonstrate members' willingness or commitment to incorporate gender perspective into their economic growth and development, policies, programmes, decision-making, policymaking and practices at the national level?</b>			
	There is no such demonstration in the agreement	The agreement shows members' awareness about the importance of incorporating gender perspective into their economic growth and development, policies, programmes, decision-making, policymaking or practices at the national level	There are one or more provisions which contain members' commitments to incorporate gender perspective into their economic growth and development, policies, programmes, decision-making, policymaking or practices at the national level
Example	For example, ASEAN - Australia - New Zealand	Article N bis-01: General Provisions (Canada-Chile FTA) 1. The Parties acknowledge the importance of incorporating a gender perspective into the promotion of inclusive economic growth, and the key role that gender-responsive policies can play in achieving sustainable socioeconomic development. Inclusive economic growth aims to distribute benefits among the entire population by providing equitable opportunities for the participation of women and men in business, industry and the labour market.	Article 154 (COMESA): The Member States agree that women make significant contribution towards the process of socio-economic transformation and sustainable growth and that it is impossible to implement effective programmes for rural transformation and improvements in the informal sector without the full participation of women. To this end, the Member States shall through appropriate legislative and other measures: (a) promote the effective integration and participation of women at all levels of development especially at the decision-making levels;...
<b>2. Are there any references or affirmations or re-affirmations to existing international conventions or declarations or other international instruments directly or indirectly related to gender issues?</b>			
	The agreement does not have any such references or affirmations or re-affirmations	There are explicit references to one or more international instruments that incorporate or include gender objectives, but neither of these instruments are exclusively focussed on gender objectives (such as CEDAW or 2017 Buenos Aires Declaration or ILO Conventions 100 or 111).	There are explicit references to one or more international instruments that incorporate or include gender objectives, and one of these instruments must have an exclusive focus on gender objectives (such as CEDAW or 2017 Buenos Aires Declaration or ILO Conventions 100 or 111).
Example	For example, South African Development Community (SADC)	Canada-Jordan FTA has explicit references to the Universal Declaration on Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.	Canada-Israel FTA has explicit references to Goal 5 of the Sustainable Development Goals in the United Nations 2030 Agenda for Sustainable Development, and the Convention on the Elimination of all Forms of Discrimination Against Women.
<b>IV. Cooperation activities</b>			
(This dimension assesses whether the given FTA demonstrates members' commitments to cooperate nationally and internationally on issues relating to women's access to resources, elimination of barriers to trade and access to education)			
<b>1. Does the given FTA contain provisions that prescribe cooperation activities aimed at the elimination or reduction of barriers to trade for women and enhancement of women's empowerment (such as cooperation on access to education, access to finance, formation of business networks and others)?</b>			
	The agreement does not have any such provision referring to women empowerment	The agreement has provisions that: (i) provide a list of cooperation activities directly related to women empowerment and inclusive trade, but these activities merely envisage women as an employee or labor, or (ii) the agreement indicates members' commitment to cooperate on areas and engage in activities that strengthen women's empowerment, but it does not provide a list of cooperation activities.	The agreement has provisions that: (i) provide a list of cooperation activities directly related to women empowerment and inclusive trade, and (ii) these activities envisage women not merely as an employee or labor but also as an entrepreneur, leader, decision-maker, scientist, engineer and/or other high-paid professional.
Example	For example, Pakistan-Malaysia FTA	Article 23.12: Cooperation (USMCA) ... 5. The Parties may develop cooperative activities in the following areas: ... (j) addressing gender-related issues in the field of labor and employment, including: (i) elimination of discrimination on the basis of sex in respect of employment, occupation, and wages,	Article 13.3: Cooperation Activities (Canada-Israel FTA) ... 4. Areas of cooperation may include: (a) encouraging capacity-building and skills enhancement of women at work and in business; (b) promoting financial inclusion for women, including financial training, access to finance, and financial assistance;



	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
Example		<p>(ii) developing analytical and enforcement tools related to equal pay for equal work or work of equal value,</p> <p>(iii) promotion of labor practices that integrate and retain women in the job market, and building the capacity and skills of women workers, including on workplace challenges and in collective bargaining,</p> <p>...</p> <p>(v) prevention of gender-based workplace violence and harassment;</p> <p>...</p> <p>(l) addressing the opportunities of a diverse workforce, including:</p> <p>(i) promotion of equality and elimination of employment discrimination in the areas of age, disability, race, ethnicity, religion, sexual orientation, gender identity, and other characteristics not related to merit or the requirements of employment, and</p> <p>...</p>	<p>(c) advancing women's leadership and developing women's networks in business and trade;</p> <p>(d) developing better practices to promote gender equality within enterprises;</p> <p>(e) fostering women's representation in decision making and positions of authority in the public and private sectors, including on corporate boards;</p> <p>(f) promoting female entrepreneurship and women's participation in international trade, including by improving women's access to, and participation and leadership in, science, technology and innovation;</p> <p>...</p>
<b>2. Does the given FTA amongst its cooperation activities incorporate women's access to education or skill development?</b>			
	(i) The agreement does not contain any cooperation activity, or (ii) mentioned cooperation activities do not include women's access to education or skill development	(i) The cooperation activities contain specific commitments from members to work on enhancing or encouraging women's access to education or skill development, <i>and</i> (ii) these commitments are either made without outlining the type and nature of education and skill development or they only focus on traditional education and skill development opportunities (such as farming, fisheries, textiles, teaching, nursing, handloom, and so on)	(i) The cooperation activities contain specific commitments from members to work on enhancing or encouraging women's access to education or skill development, <i>and</i> (ii) these commitments focus on enhancing educational or skill development opportunities in the fields that can translate to high-paid job opportunities for women (such as STEM and ICT focused education)
Example	For example, South African Development Community (SADC)	<p>Article 23.12: Cooperation (USMCA)</p> <p>...</p> <p>5. The Parties may develop cooperative activities in the following areas:</p> <p>...</p> <p>(j) addressing gender-related issues in the field of labor and employment, including:</p> <p>...</p> <p>(iii) promotion of labor practices that integrate and retain women in the job market, and building the capacity and skills of women workers, including on workplace challenges and in collective bargaining,</p> <p>...</p>	<p>Article N bis-03: Cooperation Activities (Canada-Chile FTA)</p> <p>...</p> <p>4. Areas of cooperation may include:</p> <p>(a) developing programmes to promote women's full participation and advancement in society by encouraging capacity-building and skills enhancement of women at work, in business, and at senior levels in all sectors of society (including on corporate boards);</p> <p>(b) improving women's access to, and participation and leadership in, science, technology and innovation, including education in science, technology, engineering, mathematics and business; ...</p>
<b>V. Institutional arrangements</b>			
(This dimension assesses whether the given FTA establishes institutions to implement the commitments or understandings related to gender. These could be in the form of a committee, council, network, or a commission)			
<b>1. Is there a committee or any other institution to monitor the implementation or operation of gender-focused provisions?</b>			
	(i) There is no committee or any other institution to monitor the implementation or operation of the whole agreement or for gender-specific provisions, or (ii) gender-focused provisions are excluded from the work of a general committee established for the whole agreement	The main or side agreement establishes a committee or any other institution to monitor the implementation or operation of provisions that include gender concerns among other areas	(i) The main or side agreement establishes a specialized committee or any other institution that specifically monitors the implementation or operation of only gender-focused provisions, <i>and</i> (ii) such an institution is created in a specialized chapter or a side agreement specific to gender or women in trade
Example	For example, Australia - New Zealand Closer Economic Relations Trade Agreement (ANZCERTA)	Article 92 (EU-Cameroon Economic Partnership Agreement): Article 92 establishes a committee that oversees and monitors the implementation and impact of the whole agreement including gender-explicit provisions	Article 13.4 (Canada-Israel FTA): Article 13.4 establishes a specialized committee on Gender and Trade

	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>2. Does the agreement define duties, functions, meeting frequencies, and other organizational requirements of the committee or any other institution created for the implementation or operation of gender-specific provisions?</b>			
	(i) The agreement does not define any organizational requirement of the committee or any other institution, <i>or</i> (ii) the agreement does not create an institution to monitor the implementation or operation of gender-specific provisions	The agreement outlines: (i) the non-binding role <i>and</i> (ii) functions of the committee or any other institution created for the implementation or operation of gender-specific provisions	The agreement outlines: (i) binding role and functions, <i>and</i> (ii) meeting frequencies of the committee or any other institution
Example	For example, Australia - New Zealand Closer Economic Relations Trade Agreement (ANZCERTA)	Hypothetical Provision: (Northland-Southland FTA) ... 2. The Committee may: (a) determine, organize and facilitate the cooperation activities under Article N bis-03; (b) report to the Commission and make recommendations to the Commission on any matter related to this Chapter; (c) facilitate the exchange of information on each Party's experiences with respect to the establishment and implementation of policies and programmes that address gender concerns in order to achieve the greatest possible benefit under this Agreement; (d) facilitate the exchange of information on the Parties' experiences and lessons learned through the cooperation activities carried out under Article N bis-03; (e) discuss joint proposals to support policies on trade and gender; ... (i) carry out other duties as determined by the Parties.	Article N bis-04: Trade and Gender Committee (Canada-Chile FTA) 1. The Parties hereby establish a Trade and Gender Committee composed of representatives from each Party's government institutions responsible for trade and gender. 2. The Committee shall: (a) determine, organize and facilitate the cooperation activities under Article N bis-03; (b) report to the Commission and make recommendations to the Commission on any matter related to this Chapter; (c) facilitate the exchange of information on each Party's experiences with respect to the establishment and implementation of policies and programmes that address gender concerns in order to achieve the greatest possible benefit under this Agreement; (d) facilitate the exchange of information on the Parties' experiences and lessons learned through the cooperation activities carried out under Article N bis-03; (e) discuss joint proposals to support policies on trade and gender; ... (i) carry out other duties as determined by the Parties. 3. The Committee shall meet annually and as otherwise agreed by the Parties, in person or by any other technological means available, to consider any matter arising under this Chapter. 4. The Committee and Parties may exchange information and coordinate activities by email, videoconference or other means of communication.
<b>VI. Procedural arrangements</b>			
(This dimension assesses whether the given FTA establishes procedures to implement the commitments or understandings related to gender. These could be in the form of an action plan, exchange of information, dialogues, studies and research)			
<b>1. Does the agreement create procedural tools to address gender issues such as action plan, frameworks, dialogues, information exchange, exchange of best practices and experiences, programmes or legislations?</b>			
	The agreement does not create any procedural tool to address gender issues	(i) The agreement shows some awareness of creating procedural tools to address gender issues, <i>but</i> (ii) it does not create or identify any such tool to address gender issues	The agreement creates or identifies procedural tools to address gender commitments such as action plan, frameworks, dialogues, information exchange, exchange of best practices and experiences, programmes or legislations
Example	For example, Australia - New Zealand Closer Economic Relations Trade Agreement (ANZCERTA)	Article 23.12, Labor chapter: Cooperation (USMCA) [The chapter contains a gender-explicit commitment.] ... 2. The Parties may, commensurate with the availability of resources, cooperate through: ... (c) collaborative research and development related to best practices in subjects of mutual interest; ...	Article N bis-03, Trade and gender chapter: Cooperation Activities (Chile-Canada FTA) [dedicated gender-related chapter] ... 5. The Parties may carry out activities in the cooperation areas set out in paragraph 4 through: ... (c) collaborative research and development of best practices in subject-matters of mutual interest



	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>VII. Review and funding</b>			
(This dimension assesses whether the given FTA establishes review and funding mechanisms that are needed to ensure the implementation of the commitments or understandings related to gender)			
<b>1. Does the agreement contain a provision that requires: (i) the review of the implementation of gender provisions and/or (ii) the assessment of gender impact of the agreement?</b>			
	There is no such provision	There is an expression or statement of will to: (i) review the implementation of gender provisions, or (ii) assess the gender impact of agreement, <i>but</i> (iii) the agreement does not provide for members' commitment or any institution or procedure to carry out the same	There is a commitment to: (i) review the implementation of gender provisions, or (ii) assess the gender impact of the agreement, <i>and</i> (iii) either of the above-mentioned commitments is made along with the identification of a procedure or an institutional setting to facilitate the process of implementation review or impact assessment
Example	For example, Australia - New Zealand Closer Economic Relations Trade Agreement (ANZCERTA)	Hypothetical Provision: (Northland-Southland FTA) 1. The parties may consider undertaking a review of the implementation of the Trade & Gender Chapter, with a view to improving its operation and effectiveness.	Article 13.4: Trade and Gender Committee (Canada-Israel FTA) ... 6. The Committee shall consider undertaking a review of the implementation of this Chapter, with a view to improving its operation and effectiveness, within five years of the entry into force of this Agreement, and periodically thereafter as the Parties decide. ... 7. Each Party may report publically on the activities developed under this Chapter. ...
<b>2. Have members provided funding or identified measures to finance gender-related plans, processes, institutions, activities and other related commitments?</b>			
	There is no provision on financing gender-related plans, processes, institutions, activities or other related commitments.	There is a provision that demonstrates members' awareness on the importance of financing gender-related plans, processes, institutions, activities or other related commitments.	There is a provision that contains a commitment to: (i) finance gender-related plans, processes, institutions, activities or other related commitments, or (ii) identify measures to finance gender-related plans, processes, institutions, activities or other related commitments.
Example	For example, Canada - Jordan FTA	Hypothetical Provision (Northland-Southland FTA) 1. The parties acknowledge the importance of providing adequate funding to perform cooperation activities and/or identifying funding mechanisms for the committee and its activities.	Article 27 (Agreement Establishing the African Continental Free Trade Area): 2. State Parties agree, where possible, to mobilise resources, in collaboration with development partners, and implement measures, in support of the domestic efforts of State Parties, with a view to, inter alia: (d) improving the export capacity of both formal and informal service suppliers, with particular attention to micro, small and medium size; women and youth service suppliers;...
<b>VIII. Settlement of disputes</b>			
(This dimension assesses whether the given FTA provides a system for the settlement of disputes that arise from gender-related provisions. The methods to settle disputes could range from consultation, mediation, arbitration to litigation)			
<b>1. Is there any consultation or discussion mechanism to resolve gender-specific conflicts (excluding the ones arising from cooperation activities)?</b>			
	(i) There is no consultation or discussion mechanism, or (ii) gender provisions are excluded from the consultation or discussion mechanisms provided in the agreement, or (iii) there are no gender provisions in the agreement, or (iv) the only gender provisions in the agreement are mentioned as cooperation activities	(i) There is a consultation or discussion mechanism for conflicts arising generally out of the agreement including conflicts arising out of gender-related provisions, <i>and</i> (ii) gender provisions are not excluded from such consultation or discussion mechanisms	(i) There is a specialized consultation or discussion mechanism for any conflicts arising out of several specific issues including gender provisions, <i>and</i> (ii) these provisions are located in specialised chapters or side agreements that incorporate several issues including gender
Example	For example, Australia - New Zealand Closer Economic Relations Trade Agreement (ANZCERTA)	Article 29.4 – Consultations (Canada-EU FTA) 1. A Party may request in writing consultations with the other Party regarding any matter referred to in Article 29.2.	Article 23.13: Cooperative Labor Dialogue (USMCA) 1. A Party may request dialogue with another Party on any matter arising under this Chapter at any time by delivering a written request to the contact point that the other Party has designated under Article 23.15 (Contact Points).

	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>2. Are majority of gender provisions (excluding the ones mentioned in cooperation activities) in the given FTA subject to a dispute settlement mechanism?</b>			
	(i) There is no dispute settlement mechanism provided in the agreement for conflicts arising out of majority of gender provisions, <i>or</i> (ii) there are no gender provisions in the agreement, <i>or</i> (iii) gender provisions are excluded from the dispute settlement mechanism	There is a non-binding and non-compulsory dispute settlement mechanism for conflicts arising out of majority of gender provisions	There is a binding but not compulsory, or non-binding but compulsory dispute settlement mechanism for conflicts arising out of majority of gender provisions
Example	For example, Thailand-Australia FTA	Hypothetical Provision: (Northland-Southland FTA) ... 2. If the Parties cannot resolve the matter in accordance with paragraph xx, they may consent to submit the matter to dispute settlement in accordance with Chapter Nineteen (Dispute Settlement). 3. In case that the parties submit the matter to dispute settlement, recommendations made by the panel shall be non-binding and can be implemented on a voluntary basis	Article 13.6 (Trade & Gender Chapter) [Canada-Israel FTA] ... 2. If the Parties cannot resolve the matter in accordance with paragraph 1, they may consent to submit the matter to dispute settlement in accordance with Chapter Nineteen (Dispute Settlement).  19.12 (Dispute Settlement Chapter) [Canada-Israel FTA]  Article 19.12: Implementation of the Final Report 1. On receipt of the final report of a panel, the Parties shall decide on the implementation of the final report. Unless the Parties decide otherwise, the implementation shall conform with a determination or recommendation made by the panel.  2. Wherever possible, the implementation shall be the removal of a measure not conforming to this Agreement or removal of the nullification or impairment within the meaning of Annex 19.2.
<b>IX. Waivers, reservations and exceptions</b>			
(This dimension assesses whether the given FTA provides for explicit women-favouring exceptions, reservations and waivers. These provisions could be found in the form of a gender exception (drafted on the lines of GATT-like exceptions), supplier diversity programmes favouring supplies from women-owned or women-managed businesses, and women-favouring government procurement arrangements)			
<b>1. Does the agreement establish an exception referring to gender concerns?</b>			
	The agreement does not establish an exception referring to gender	The agreement establishes a general public morals or human rights exception or merely incorporates general exceptions mentioned in GATT Article XX	The agreement establishes a gender-specific exception that any member can invoke to justify a possible FTA-inconsistent practice or law
Example	For example, Economic Community of West African States (ECOWAS)	For example, Australia - New Zealand Closer Economic Relations Trade Agreement (ANZCERTA)	Hypothetical Provision: (Northland-Southland FTA) Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by any contracting party of measures: ... a) Necessary to promote or uphold gender equality ...

	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
2. Does the agreement allow parties to invoke a reservation or waiver explicitly favouring women or explicitly referring to gender concerns?			
The agreement does not allow parties to have any reservation or waiver explicitly favouring women or explicitly referring to gender concerns		(i) The agreement does not confer a right on any party to invoke a reservation or waiver explicitly favouring women or explicitly referring to gender concerns, <i>but</i> (ii) it allows parties to negotiate such reservations or waivers in the future	(i) The agreement confers a right on the parties to invoke an identifiable reservation or waiver explicitly favouring women or explicitly referring to gender concerns, <i>and</i> (ii) it allows parties to negotiate additional reservations or waivers in the future
Example	For example, Economic Community of West African States (ECOWAS)	Article 13.1: General Provisions (Canada-Israel FTA): 6. The Parties affirm their commitment to promoting gender equality through, as appropriate, laws, regulations, policies and practices.	Hypothetical Provision: (Northland-Southland FTA): 1. Parties reserve a right to invoke reservations or waivers or exemptions explicitly favouring women or explicitly referring to gender concerns. These reservations or waivers or exemptions can include the following: 1.1 Encourage their public and private enterprises to conduct gender-responsive supplier diversity programmes; 1.2 Employ gender-responsive government procurement procedures 1.3 Create incentives for investments in industries and sectors that benefit women as employees, business actors and consumers; 1.4 Provide zero-duty market access to trade in handicraft goods by indigenous women. 2. The Parties reserve the right to negotiate additional reservations or waivers or exemptions in the future.
X. Minimum legal standards			
(This dimension assesses whether the given FTA recommends or mandates its members' to maintain or ensure minimum legal standards in their domestic laws. These standards could include, inter alia, equal pay, reproductive rights, care work, representation, gender-based anti-discrimination and anti-violence)			
1. Does the agreement establish minimum legal standards explicitly related to gender for the countries' respective domestic law?			
The agreement does not establish minimum legal standards explicitly related to gender for countries' respective domestic law		The agreement establishes minimum legal standards explicitly related to gender for the countries' respective domestic law with the use of permissive language throughout such provision(s)	The agreement establishes minimum legal standards explicitly related to gender for the countries' respective domestic law with no use of permissive language in such provision(s)
Example	For example, EU - South Africa FTA	Article 23.9: Discrimination in the Workplace (USMCA) ...  each party shall implement policies that it considers appropriate to protect workers against employment discrimination on the basis of sex (including with regard to sexual harassment), pregnancy, sexual orientation, gender identity, and caregiving responsibilities; provide job-protected leave for birth or adoption of a child and care of family members; and protect against wage discrimination.	Hypothetical Provision: (Northland-Southland FTA): Each party shall implement laws and policies to protect workers against employment discrimination on the basis of sex (including with regard to sexual harassment), pregnancy, sexual orientation, gender identity and care-giving responsibilities; provide job-protected leave for birth or adoption of a child and care of family members; and protection against wage discrimination.  Each party reaffirms and reinforces the obligations it assumed under the International Labour Organization conventions and Universal Declaration of Human Rights. In addition, parties seek to reaffirm their commitment to other international instruments exclusively focused on gender equality including, but not limited to, UN 2030 Agenda for Sustainable Development, Beijing Declaration and Platform for Action, and CEDAW 1979.

	Limited responsiveness	Evolving responsiveness	Advanced responsiveness
<b>2. Does the agreement contain provisions to encourage industries/enterprises to incorporate minimum standards on corporate social responsibility explicitly related to gender?</b>			
	There is no such provision	(i) There is a provision which affirms the importance of corporate social responsibility explicitly related to gender, <i>but</i> (ii) it does not contain any expression to encourage its industries and enterprises (subject to its jurisdictions) to incorporate standards of corporate social responsibility explicitly related to gender into their internal policies and practices	(i) There is a provision which affirms the importance of corporate social responsibility explicitly related to gender, <i>and</i> (ii) it encourages its industries and enterprises (subject to its jurisdictions) to incorporate standards of corporate social responsibility explicitly related to gender into their internal policies and practices
Example	For example, EU - South Africa FTA	Hypothetical Provision: (Northland-Southland FTA) The Parties reaffirm the importance to incorporate internationally recognized standards, guidelines, and principles of corporate social responsibility that have been endorsed or are supported by that Party. These standards, guidelines, and principles may address areas such as labor, environment, gender equality, human rights, indigenous and aboriginal peoples' rights, and corruption.	Article 14.17: Corporate Social Responsibility (USMCA) The Parties reaffirm the importance of each Party encouraging enterprises operating within its territory or subject to its jurisdiction to voluntarily incorporate into their internal policies those internationally recognized standards, guidelines, and principles of corporate social responsibility that have been endorsed or are supported by that Party, which may include the OECD Guidelines for Multinational Enterprises. These standards, guidelines, and principles may address areas such as labor, environment, gender equality, human rights, indigenous and aboriginal peoples' rights, and corruption.

## Appendix IV: Glossary

This glossary defines terms used in questionnaire and in the publication. Some definitions are taken or adapted from international sources and dictionaries, and some are drafted by the author.

If a particular free trade agreement provides a definition to a legal terminology or expression defined in this glossary, the definition provided in the agreement shall prevail.

### Glossary

Terms	Definition
Acceptable gender responsiveness (level)	An agreement at this level shows above-average maturity in the way it mainstreams gender concerns with the use of best practices for incorporating gender concerns, but there is still some scope for improvement.
Advancing gender responsiveness (level)	An agreement at this level achieves the highest level of maturity in the way it mainstreams gender concerns with the use of best practices for incorporating gender concerns, and there is no or only a negligible scope for improvement.
Affirmation	This is an expression of will or intention to support a particular action, idea, ideal, policy, ideology or opinion. A state's will, support or intention may be expressed through statements or provisions in international law documents, conventions, treaties or declarations.
Affirmations and reaffirmations (dimension)	This dimension assesses whether a free trade agreement contains provisions that reflect members' commitments to address gender issues, or affirmations that reaffirm their commitments under other international instruments relating to gender.
Affirmative	'Positive, or showing agreement.' (Cambridge Dictionary)
Affirmative action (category)	This evaluation reflects whether parties to the given agreement consider, envisage or commit to any affirmative action to incorporate gender concerns by looking at the three gender-mainstreaming dimensions: cooperation activities; implementation mechanisms and processes; and cross-cutting benefits.

Terms	Definition
Agreement	'The condition of having the same opinion, or a decision or arrangement between two or more people or groups to do something or to obey the same rules.' (Cambridge Dictionary)
Barriers	This term refers to conditions that hinder access to a particular area, activity or object. In the context of the maturity framework, it refers to barriers that women face to engage in trade or to participate in the economy.
Best practices	It is 'a working method or set of working methods that is officially accepted as being the best to use in a particular business or industry, usually described formally and in detail'. (Cambridge Dictionary)
Binding commitments	Promises made by countries that they are legally required to obey.
Commitment	A promise to carry out an activity or address a situation by a country or the representative of a country, expressed in a statement, document, convention or declaration. It may be binding or non-binding.
Compulsory jurisdiction	A decision maker has a compulsory jurisdiction when, once one of the parties initiates a dispute, the other parties to the dispute are obliged to accept the jurisdiction of the decision maker.
Consultations	These refer to the amicable way countries may resolve a trade concern or disagreement about the operation, implementation or interpretation of a trade agreement.
Convention or treaty	'An international agreement concluded between States in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation.' (Article 1.1 (a), Vienna Convention on the Law of Treaties)
Cooperation activities (dimension)	This dimension assesses whether a free trade agreement demonstrates the commitments of members to cooperate nationally and internationally on issues related to gender and the empowerment of women.
Corporate social responsibility	'Corporate social responsibility is a self-regulating business model that helps a company be socially accountable – to itself, its stakeholders, and the public. By practicing corporate social responsibility, also called corporate citizenship, companies can be conscious of the kind of impact they are having on all aspects of society including economic, social and environmental.' (Investopedia)
Cross-cutting benefits (dimension)	This dimension assesses whether a free trade agreement includes substantive provisions related to gender concerns that can contribute to the economic empowerment of women. These provisions could be in the form of protection of SME or MSMEs, indigenous rights, agriculture, fisheries, handicraft and hand-made products and intellectual property rights.
Dispute settlement	The resolution of disputes or conflicts between parties.
Enforcement (category)	This evaluation reflects whether parties to a given agreement consider, envisage or commit to the robust enforcement of gender components included in the agreement by looking at the three gender mainstreaming dimensions: settlement of disputes; waivers, reservations and exceptions, and minimum legal standards.
Evolving gender responsiveness (level)	An agreement at this level uses some best practices to mainstream gender concerns, but it has a significant scope for improvement.
Expression of will or intention	An explicit and clear statement of willingness or the demonstration of intent in favour of a specific aim, activity or thing.
Financial compensation	A remedy used to enforce decisions or rulings by an international tribunal, where the party against which the decision is given is asked or ordered to pay monetary compensation to compensate the continuing losses the winning party incurs due to non-compliance.
Frequency of relevant provisions (dimension)	This dimension assesses whether and to what extent a trade agreement mentions gender-related expressions in its main text, side instruments and annexes.
GATT-like	Similar or related to the General Agreement on Tariffs and Trade 1994.
Gender	'Refers to the socially constructed characteristics of women and men – such as norms, roles and relationships of and between groups of women and men. It varies from society to society and can be changed.' (World Health Organization, 2011)
Gender equality	Equal chances, access or opportunities for groups of women and men.
Gender justice	Refers to 'full equality and equity between women and men in all spheres of life, resulting in women jointly, and on an equal basis with men, defining and shaping the policies, structures and decisions that affect their lives and society as a whole'. (Oxfam International)

Terms	Definition
Gender-explicit provisions	Provisions that use terms relating to gender, women, female or similar expressions in a clear and explicit manner.
Gender-focused/Gender-specific provision	A provision that addresses gender-related issues and concerns.
Gender-impact assessment	A study that determines the effects that a policy, plan, action or measure has on gender issues.
Gender-implicit provisions	Provisions that address the issues of gender in an indirect and implicit manner through other areas such as, but not limited to, human rights, focus on vulnerable groups, labour discrimination, corporate social responsibility, intellectual property rights and small and medium-sized enterprises.
Gender mainstreaming	The integration of gender perspectives into the design, implementation, monitoring and evaluation of policies, regulatory measures and programmes, with a view to promoting equality between women and men.
Gender responsiveness	Indicates how sensitive or informed a trade agreement is about gender issues and whether it seeks to minimize its own negative impact and maximize its positive impact on women.
General exceptions	Refers to exceptions listed in Article XX of GATT 1994.
Implementation mechanisms and processes (dimension)	This dimension gauges whether a trade agreement creates institutions and procedures to implement gender-related commitments or understandings. These could be a committee, council, network, action or work plan, or processes.
Inclusive trade	Trade that seeks to widely share the benefits and opportunities that flow to entities and groups that face barriers in accessing or participating in trade, such as women, SMEs and indigenous peoples.
International instrument	A treaty, document, convention or agreement between subjects or actors of international law.
Limited gender responsiveness (level)	An agreement at this level is either completely or nearly gender-blind or gender-neutral as it fails to mainstream gender concerns.
Mandatory	Something that is required by law or rules; compulsory.
Mediation	The process by which a neutral third party tries to resolve a disagreement between parties to a dispute.
Minimum legal standards (dimension)	This dimension assesses whether a trade agreement recommends or mandates its members to maintain or ensure minimum legal standards in their domestic laws. These standards could include, inter alia, equal pay, reproductive rights, care work, representation, gender-based anti-discrimination and anti-violence.
Minimum standards	Refers to conditions that a party is required to meet, with the option to exceed them. In international law, minimum standards often establish a common ground that harmonizes domestic legislation between or among subjects or actors.
Mutually exclusive and cumulatively exhaustive	A systematic problem-solving framework used by management consulting experts to solve complex problem, wherein the elements are mutually exclusive and cumulatively exhaustive.
Mutually acceptable	Something that is satisfactory to all parties.
Non-binding commitments	Promises made by countries that they are not legally required to obey.
Permissive	'Allowed but not obligatory; optional.' (Lexico, Oxford)
Positioning of relevant provisions (dimension)	This dimension assesses whether a trade agreement prioritizes or sidelines gender provisions by positioning them in its preamble, stand-alone chapters, side agreements, specific provisions, cross-cutting provisions or chapters, or annexes.
Reaffirmation	The reiteration of a previously stated affirmation. A country may refer back to a previous international law document, convention, treaty or declaration where it expressed its will, support or intention in favour of something.
Recognition	Acknowledgment of something's existence, validity or legality.
Remedies	Legal redress; the legal means to enforce a right or redress a wrong.
Reservations	An arrangement for something to be kept for a person, entity or group, or for a special purpose.
Settlement of disputes (dimension)	This dimension gauges whether a trade agreement provides a system to settle disputes arising from gender-related provisions. It also assesses if there is a provision for remedies, in cases of non-compliance with the decisions taken by the designated decision makers or arbitrators. The methods to settle disputes could range from consultation or mediation to arbitration or litigation.

Terms	Definition
Social issue	A problem that affects many people within a society in different ways and to different degrees.
Specialized	Relating to one particular area or designed for a particular purpose.
Stand-alone	A provision, chapter or agreement that is exclusive to one subject.
Standards	The expected level of quality that an entity must have. It is measured by defined characteristics.
Suspension of concession	If a party fails to implement the findings of a final report and amend inconsistent practices, opposing parties can suspend tariff or non-tariff concessions to which the party under review is otherwise entitled.
Waivers	An act or instance of waiving a right or claim.
Waivers, reservations and exceptions (dimension)	This dimension assesses whether a trade agreement provides for explicit exceptions, reservations and waivers that favour women. These provisions could be a gender exception (drafted on the lines of GATT-like exceptions), supplier diversity programmes favouring women-owned or women-managed businesses, or government procurement arrangements that favour women.

## Notes

\*The provisions from the Northland-Southland FTA are author-drafted or adapted from existing provisions to fit the characteristics of the corresponding answer level. This is done in cases where actual provisions from existing texts could not be found.

\*\*Some provisions used as examples are taken from FTAs not currently in force (e.g. USMCA)

\*\*\*The provisions listed are merely shown as examples of satisfying the requirements of answer options. They are not the only way the requirements of answer options can be satisfied by a given FTA.

\*\*\*\*At present, we have added examples or adapted provisions from only 10 agreements. As we analyse more FTAs, we will make this example list more diverse and richer with use of FTAs from other countries.

## Agreements used

- ✓ Comprehensive and Progressive Trans-Pacific Partnership (CPTTP), 30 December 2018
- ✓ United States–Mexico–Canada Agreement (USMCA), yet to enter into force
- ✓ Canada–Chile Free Trade Agreement (CCFTA), 5 July 1997
- ✓ Canada–Jordan Free Trade Agreement, 1 October 2012
- ✓ Canada–Ukraine Free Trade Agreement, 1 August 2017
- ✓ EU–Canada Free Trade Agreement (CETA), 21 September 2017
- ✓ EU–Cameroon Free Trade Agreement, 4 August 2014
- ✓ Canada–Israel Free Trade Agreement (CIFTA), 1 January 1997
- ✓ EU–South Africa Free Trade Agreement, 1 January 2001
- ✓ Canada–Peru Free Trade Agreement, 1 August 2009



# Endnotes

- 1 WTO Regional Trade Agreements Database (2019).
- 2 For details on barriers women face, see International Trade Centre (2015), 'Unlocking Markets for Women to Trade' (ITC, Geneva), chapter 3.
- 3 World Bank Group (27 February 2019). 'Women, Business and the Law 2019: A Decade of Reform' <http://pubdocs.worldbank.org/en/702301554216687135/WBL-DECADE-OF-REFORM-2019-WEB-04-01.pdf> (accessed 13 August 2019).
- 4 *Ibid.*
- 5 International Trade Centre (2019). 'From Europe to the World: Understanding Challenges for European Businesswomen' (ITC, Geneva).
- 6 *Ibid.*, chapter 3.
- 7 The McKinsey Global Institute study found that if women and men played an identical role in labour markets, global gross domestic product would increase by 26% in 2025. See McKinsey Global Institute (2015), 'The power of parity: How advancing women's equality can add \$12 trillion to global growth'.
- 8 Alesina, A. and D. Rodrick (1994). 'Distributive Politics and Economic Growth' 109(2), *The Quarterly Journal of Economics* 465; Hausmann, Ricardo, Tyson, Laura D. and Saadia Zahidi (2010). *The Global Gender Gap Report* (World Economic Forum, [http://www3.weforum.org/docs/WEF\\_GenderGap\\_Report\\_2010.pdf](http://www3.weforum.org/docs/WEF_GenderGap_Report_2010.pdf)
- 9 Hutchens, Anna (2010). 'Empowering Women through Fair Trade? Lessons from Asia' 31(3), *Third World Quarterly* 449.
- 10 For more information, see Bahri, Amrita (2019), 'Appellate Body Held Hostage: Is Judicial Activism at Fair Trial' 53 (2), *Journal of World Trade*.
- 11 International Trade Centre (2019). 'From Europe to the World: Understanding Challenges for European Businesswomen' (ITC, Geneva).
- 12 European Union, *Consolidated version of the Treaty on the Functioning of the European Union*, 13 December 2007, 2008/C 115/01, available at: <https://www.refworld.org/docid/4b17a07e2.html> (accessed 17 March 2020).
- 13 Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (TFEU) [2016] OJ C202/1.
- 14 WTO regional trade agreement database (2019).
- 15 Modernized Canada-Chile Free Trade Agreement (enforced, 5 February 2019); modernized Canada-Israel Free Trade Agreement (enforced, 1 September 2019).
- 16 European Commission, Gender Equality Strategy, [https://ec.europa.eu/info/policies/justice-and-fundamental-rights/gender-equality/gender-equality-strategy\\_en](https://ec.europa.eu/info/policies/justice-and-fundamental-rights/gender-equality/gender-equality-strategy_en)
- 17 European Parliament resolution of 13 March 2018 on gender equality in EU trade agreements (2017/2015(INI)), [https://www.europarl.europa.eu/doceo/document/TA-8-2018-0066\\_EN.html](https://www.europarl.europa.eu/doceo/document/TA-8-2018-0066_EN.html)
- 18 This is because the elements mentioned in each question are important for mainstreaming gender considerations in FTAs. Moreover, it is difficult to assign different impact factors, as no research yet shows how including different elements affects the gender situation in different countries.
- 19 Twenty-five Commonwealth countries selected as part of the ITC She Trades Outlook Project.
- 20 Comprehensive and Progressive Agreement for Trans-Pacific Partnership (enforced, 30 December 2018).
- 21 African Continental Free Trade Area agreement (enforced, 30 May 2019).
- 22 Economic Community of West African States (enforced, 23 August 1995).
- 23 Modernized Canada-Israel Free Trade Agreement (enforced, 1 January 1997).
- 24 Modernized Canada-Chile Free Trade Agreement (enforced, 5 July 1997).
- 25 East African Community (enforced, 1 July 2010).
- 26 Common Market for Eastern and Southern Africa (enforced, 8 December 1994).



- 27 Vienna Convention on the Law of Treaties, 1155 U.N.T.S. 331, 8 I.L.M. 679.
- 28 International Trade Centre (2015), 'Unlocking Markets for Women to Trade' (ITC, Geneva).
- 29 This best practice can be seen in Modernized Canada-Israel Free Trade Agreement and Modernized Canada-Chile Free Trade Agreement
- 30 *Ibid.*
- 31 See Chile-Uruguay Free Trade Agreement, Article 14.3 paragraph 5, subparagraphs (b) and (c).
- 32 International Trade Centre (2019), 'From Europe to the World: Understanding Challenges for European Businesswomen' (ITC, Geneva).
- 33 Gonzalez, 'Public Procurement, a Tool to Boost Women's Economic Empowerment', Speech delivered by ITC Executive Director Arancha González at Scuola di Politiche, Milano 10 November 2017, <http://www.intracen.org/news/Public-Procurement-a-Tool-to-Boost-Womens-Economic-Empowerment/>
- 34 Members considering this recommendation may need to assess the model clause's compatibility with the WTO Agreement on Government Procurement if they are party to this plurilateral agreement.
- 35 International Trade Centre (2015), 'Unlocking Markets for Women to Trade' (ITC, Geneva)
- 36 International Trade Centre (2019), 'From Europe to the World: Understanding Challenges for European Businesswomen'.
- 37 See Chile-Uruguay FTA, Article 14.4.
- 38 *Ibid.*, paragraph 1.
- 39 See modernized Canada-Chile Free Trade Agreement, Article N bis-04.
- 40 See modernized Canada-Israel Free Trade Agreement, Chapter 19: Dispute Settlement.
- 41 Bronckers, Marco and Naboth van den Broek (2005). 'Financial Compensation in the WTO: Improving the Remedies of WTO Dispute Settlement,' 8(1) *Journal of International Economic Law* 101, at 105.

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