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The Evolving Legal Architecture of EU Social Clauses

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Abstract

This Article examines the evolving legal architecture of Trade and Sustainable Development (TSD) clauses embedded in the EU Free Trade Agreements (FTAs), focusing on their legal structure and enforcement mechanisms.

The paper argues that TSD chapters are not merely symbolic sustainability appendices, but a distinct and evolving legal instrument within EU trade law, integrating labour, environmental, climate and responsible business concerns into trade regulation.

Employing a doctrinal and comparative methodology, the Article reconstructs the historical emergence of EU social clauses, examines the legal object and types of obligations embedded in TSD chapters, and analyses their institutional and enforcement design.

The study concludes that EU TSD clauses have evolved from procedurally insulated commitments into an increasingly "juridified", though still hybrid, framework of sustainable trade governance.

Keywords: EU Free Trade Agreements; Social Clauses; Trade and Sustainable Development; Labour and Environmental Standards; Enforcement Mechanisms.

1. Introduction.

The progressive incorporation of social clauses into European Union (EU) Free Trade Agreements (FTAs) has transformed a policy aspiration into a structured treaty architecture. This Article examines that evolution through a combined historical, doctrinal and institutional analysis. It argues that EU Trade and Sustainable Development (TSD) chapters should not be seen as merely political or symbolic appendices. Rather, they constitute a distinct and evolving legal instrument within EU trade law, integrating labour, environment, climate and, increasingly, responsible business conduct into the regulation of trade relations. This integration is achieved through a combination of substantive commitments, procedural

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obligations and specialised institutional mechanisms. At the same time, the Article shows that the legal force of TSD clauses has historically derived less from sanctions than from the interaction between normative benchmarks, legal interpretation, civil-society participation and expert review. The core question is therefore not whether these clauses are "hard" or "soft", but how their legal effects are produced.

The Article analyses TSD chapters in EU agreements and draft agreements with South Korea, Colombia and Peru, Singapore, Vietnam, Canada, Japan, Kenya, New Zealand, India, Chile,[1] Mexico and Mercosur, following three analytical movements. The first is historical, tracing the evolution of EU social clauses from marginal references to a standard feature of FTAs. This trajectory is situated within the broader trade-labour nexus, including the failure to incorporate labour standards into the multilateral system and the shift to bilateral and regional agreements. In this context, EU practice evolved from modest provisions to the formalisation of TSD chapters as a dedicated legal and institutional space, particularly from the EU-South Korea FTA onwards. Their rise reflects both global trade developments and internal EU dynamics, including the growing prominence of "fair and sustainable trade" in EU external action.

The second movement is conceptual and doctrinal, focusing on the legal architecture of TSD chapters by identifying recurring legal categories and examining their operation across selected agreements. First, it analyses the "legal object" of TSD chapters, arguing that they extend beyond narrow social regulation to construct a broader field of trade-related public policy, integrating labour, environment, climate and responsible business conduct. Second, it examines the types of obligations they contain. These form a multi-layered structure, including general conduct obligations, more specific alignment duties, best-endeavours commitments, non-regression clauses and procedural obligations. Their interaction creates a framework in which binding force derives less from obligations of result than from the combination of normative references and procedural mechanisms.

The third movement examines enforcement mechanisms and institutional design. It shows that EU TSD chapters have historically been characterised by a relatively stable institutional model. This model relies on bilateral TSD Committees, Domestic Advisory Groups (DAGs), civil-society dialogue, governmental consultations and Panels of Experts. These elements operate within a specialised and often insulated procedural regime, distinct from general dispute settlement. Enforcement is thus primarily based on dialogue, transparency, monitoring and expert review, rather than sanctions.

However, the Article shows that this model is evolving. Recent agreements, such as the EU-New Zealand FTA, and draft texts like the EU-India FTA, point to a gradual shift toward greater juridification, including stronger integration of TSD provisions into general dispute settlement and, in some cases, the introduction of remedies or sanctions as a last

[1] On the EU-Chile framework, it should be noted that the modernised relationship is structured through two parallel instruments: the Advanced Framework Agreement (AFA), covering political cooperation as well as trade and investment, including investment protection, and requiring ratification by all EU Member States; and the Interim Trade Agreement (ITA), limited to matters falling within the EU's exclusive competence and therefore concluded as an EU-only agreement. The ITA entered into force on 1 February 2025 and will apply until the AFA is fully ratified, whereupon it will be replaced.

resort. TSD chapters are thus moving from procedurally insulated instruments toward a more complex and potentially more enforceable system of trade commitments.

The tripartite structure of the Article is deliberate. These dimensions are interdependent: historical evolution explains the emergence and design of TSD clauses, while doctrinal structure shapes their enforcement. Understanding EU TSD chapters therefore requires analysing these elements together rather than in isolation.

This perspective also informs the methodological approach. The Article adopts a doctrinal legal methodology based on treaty interpretation, structural comparison and contextual analysis of institutional provisions. It is also comparative, examining TSD chapters across multiple agreements and over time to identify patterns, continuities and innovations. Rather than assessing socio-economic outcomes, the analysis focuses on how TSD provisions are drafted, structured and operationalised within EU trade law.

2. The Evolution of EU TSD Clauses in FTAs.

The development of social clauses in EU law must be understood within the broader evolution of the relationship between trade liberalisation and labour protection, from marginal and indirect references to a progressively institutionalised model embedded in EU trade agreements. This trajectory reflects both internal EU dynamics and external pressures from global trade governance, notably the failure to integrate labour standards into the multilateral system and the shift toward bilateral agreements. As noted by Harrison, EU social clauses have evolved from a marginal and politically sensitive issue into a central – though still limited – component of trade policy.[2] More recent scholarship shows that this evolution has accelerated in response to demands for "fair and sustainable trade", strengthening their role in the EU's external economic governance.[3]

The idea of linking trade and labour predates the EU, emerging in the late nineteenth and early twentieth centuries through efforts to restrict trade in goods produced under exploitative conditions.[4] These early initiatives established a normative foundation for what would later be conceptualised as "social clauses", namely provisions conditioning trade relations on compliance with certain labour standards. However, despite these early precedents, the post-war multilateral system largely excluded labour concerns, with only narrow exceptions such as Art. XX(e) GATT. Attempts to integrate labour standards into the WTO framework – especially in the 1990s – failed due to persistent North-South

[2] Harrison J., *The Labour Rights Agenda in Free Trade Agreements*, in *The Journal of World Investment and Trade*, 20, 5, 2019, 710 ff.
[3] Garcia M., *Implementation of Trade and Sustainable Development Chapters in EU Free Trade Agreements: Promoting Environmental Reforms?*, in *Journal of Environmental Policy & Planning*, 27, 6, 2025, 671 ff.; Damjanovic I., De Sadeleer N., *Labour Standards in International Trade Agreements: A Rule of Law Perspective*, in *European Journal of Risk Regulation*, 15, 3, 2024, 556 ff.
[4] Charnovitz S., *The Influence of International Labour Standards on the World Trading Regime. A Historical Overview*, in *International Labour Review*, 126, 5, 1987, 565 ff.

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divisions and concerns about protectionism.[5] The 1996 Singapore Declaration confirmed the ILO as the appropriate forum, effectively excluding labour standards from enforceable WTO rules.[6] As a result, the trade-labour linkage shifted to bilateral agreements, which became the main site for developing social clauses.[7]

Within this context, the EU developed its own approach to social clauses. A first step was the 1999 agreement with South Africa, marking the beginning of systematic inclusion of labour provisions.[8] A decisive turning point came with the formalisation of the Trade and Sustainable Development (TSD) model in the 2010 EU-South Korea FTA, which established a dedicated chapter integrating labour and environmental standards.[9] Since then, TSD chapters have become standard in EU FTAs. More recent agreements, such as the EU-New Zealand FTA, show further evolution by integrating TSD commitments into general dispute settlement and allowing, in some cases, sanctions as a last resort.[10]

The TSD model is defined by several key elements. First, it embeds labour standards within a broader framework of sustainable development, linking them to trade liberalisation. Second, it anchors commitments in ILO core labour standards. Third, it relies mainly on obligations of conduct rather than result, complemented by procedural mechanisms such as transparency, monitoring, dialogue and cooperation. This combination constitutes a distinctive EU model based on soft enforcement and iterative compliance.[11]

The model also emphasises institutional mechanisms, notably joint committees and Domestic Advisory Groups, intended to ensure participation and legitimacy. However, empirical studies highlight their limited impact due to resource constraints and weak political prioritisation. More broadly, the absence of sanctions has long been criticised for weak deterrence.[12] Recent developments, however, show a partial shift, with the EU increasingly open to sanctions in cases of serious breaches, narrowing the gap with more enforcement-oriented systems.

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[5] Leary V.A., *The WTO and the Social Clause: Post-Singapore*, in *European Journal of International Law*, 8, 1, 1997, 118 ff.

[6] Charnovitz S., *Trade Law and Global Governance*, Cameron May, London, 2002.

[7] Harrison J., nt. (2), 710 ff.

[8] Harrison J., nt. (2), 710 ff.

[9] Harrison J., Barbu M., Campling L. et al., *Labour Standards Provisions in EU Free Trade Agreements: Reflections on the European Commission's Reform Agenda*, in *World Trade Review*, 18, 4, 2019, 637 ff.; Bartels L., *Human Rights and Sustainable Development Obligations in EU Free Trade Agreements*, in *Legal Issues of Economic Integration*, 40, 4, 2013, 297 ff.

[10] Carrillo U., *Breaking the mold: An evaluation of the EU-New Zealand Free Trade Agreement as a new "gold standard" for Trade and Sustainable Development chapters*, in *Beiträge zum Transnationalen Wirtschaftsrecht*, 189, 2024; Damjanovic I., De Sadeleer N., nt. (3); Bertram C., *The Trade-Sustainability Nexus: The Evolution of the European Commission's Trade and Sustainable Development Discourse from 1993 to 2022*, in *Journal of European Public Policy*, 30, 10, 2023, 2097 ff.; Kelly S., Doidge M., *Beyond Trade: The European Union – New Zealand Free Trade Agreement*, in *Australian & New Zealand Journal of European Studies*, 15, 1, 2023, 23 ff.

[11] Harrison J., Barbu M., Campling L. et al., *Governing Labour Standards through Free Trade Agreements: Limits of the European Union's Trade and Sustainable Development Chapters*, in *Journal of Common Market Studies*, 57, 2, 2019, 260 ff.; Barbu M., Campling L., Smith A., Harrison J., Richardson B., *The Trade-Labour Nexus: Global Value Chains and Labour Provisions in European Union Free Trade Agreements*, in *Global Labour Journal*, 9, 3, 2018, 259 ff.

[12] Harrison J., nt. (2), 712 ff.; Barbu M. et al., *ibid*, 266 f.

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This evolution is also shaped by political and ideological factors. EU institutions frame social clauses as instruments for promoting fair globalisation and values-based trade.[13] In particular, labour provisions have been progressively framed as part of a broader sustainable development agenda.[14] At the same time, these provisions aim to prevent a "race to the bottom" in labour standards and to reaffirm existing international commitments, rather than to impose higher standards.[15]

However, concerns about protectionism and social dumping remain salient,[16] even though studies suggest that EU labour provisions are not primarily driven by protectionist motives but rather by normative and institutional considerations.[17] At the same time, empirical research reveals a gap between ambition and impact, with limited effects on labour conditions due to weak enforcement and contextual constraints. These limitations have prompted reform efforts. While earlier reviews focused on improving existing mechanisms, recent policy developments point toward stronger enforcement and a potential shift, albeit gradual, towards more coercive models of compliance, including sanctions-based approaches.[18]

In sum, EU social clauses have evolved from marginal provisions into a structured component of trade policy through the TSD framework. This evolution reflects a shift from weak and peripheral commitments to a more institutionalised – though still predominantly soft – legal regime. Recent developments indicate a gradual move toward a more assertive and enforceable model, combining normative ambition with stronger legal mechanisms in a changing global trade context.

3. The Legal Architecture of EU TSD Clauses.

The aim of this section is to identify the object and obligations provided for in social clauses and to show how legal effects are generated through procedural mechanisms. Thus, this section analyses the TSD chapters contained in the treaties concluded between the EU and South Korea, Colombia and Peru, Singapore, Vietnam, Canada, Japan, Chile, Kenya and New Zealand, as well as the draft chapters relating to the FTA with India, Mexico and Mercosur.

3.1. The "legal object" of EU TSD clauses.

A first – often underestimated – step in EU TSD drafting is defining the chapter's content, either expressly or through accumulated references. The "object" is rarely limited to labour

[13] Harrison J., nt. (2), 712 ff.; Van den Putte L., Orbie J., *EU Bilateral Trade Agreements and the Surprising Rise of Labour Provisions*, in *The International Journal of Comparative Labour Law and Industrial Relations*, 31, 3, 2015, 274 ff.
[14] Van den Putte L., Orbie J., *ibid*, 278 ff.
[15] Damjanovic I., De Sadeleer N., nt. (3), 551 ff.
[16] Leary V.A., nt. (5), 119 f.
[17] Van den Putte L., Orbie J., nt. (13), 274 ff.
[18] Harrison J., nt. (2), 720; Damjanovic I., De Sadeleer N., nt. (3), 552.

standards; rather, TSD clauses construct a composite regulatory field where labour, environment, and increasingly climate and responsible business conduct operate as trade-relevant public policy domains,[19] linked to trade through an explicit logic of integration.[20]

A clear formulation appears in Annex V of the EU-Kenya EPA,[21] which defines sustainable development as encompassing "economic development, social development and environmental protection".[22]

This phrase serves as an interpretative reference point: it frames labour and environment as elements of the purpose of the commercial relationship. The same Annex translates that composite object into an "integration" objective,[23] making labour and environmental dimensions legally relevant because they are embedded in the trade relationship, not external to it.[24]

A similar "integration-through-objective" appears in the EU-Chile ITA,[25] where the chapter objective is "to enhance the development of the Parties' trade and investment relationship in a way that contributes to sustainable development…".[26] This formulation confirms that TSD chapters operate as special regimes linking sustainability objectives to trade. Comparative research shows that this link is reinforced through references to international instruments (e.g., Rio Declaration, 1998 ILO Declaration on Fundamental Principles and Rights at Work, 2008 ILO Declaration on Fair Globalization, 2030 Agenda, ILO Centenary Declaration for the Future of Work, etc.), [27] which frame the chapter's object.[28] Both Annex V to the EU-Kenya EPA and Chapter 26 of the EU-Chile ITA explicitly rely on such instruments as part of the contextual frame for the chapter's object.[29]

The EU-Colombia-Peru FTA further internalises this logic.[30] In the treaty's objectives, it commits the parties: "to promote international trade… [and] integrate and reflect this objective in the Parties' trade relations".[31] It also ties sustainable development commitments

[19] Chapter 26, *EU-Mexico Modernised Global Agreement*, revised in 2025, not yet in force.
[20] Garcia M., nt. (3), 671 ff.; Jütten M., *Trade and Sustainable Development in EU Free Trade Agreements*, European Parliamentary Research Service, PE 754.613, 2023, 1 ff.; Velut J.B., Baeza-Breinbauer D., de Bruijne M. et al., *Comparative Analysis of Trade and Sustainable Development Provisions in Free Trade Agreements*, The London School of Economics and Political Science, 2022, 39 ff.
[21] Rugani G., *The Economic Partnership Agreement between the European Union and the Republic of Kenya: An Example of "Variable Geometry" Approach*, in *Quaderni AISDUE*, 2, 2024, 1 ff.
[22] Art. 1(2), Annex V, EU-Kenya EPA.
[23] Prorok M., *Sustainable Development Commitments in the Kenya-EU Economic Partnership Agreement*, in *Problemy Ekorozwoju*, 21, 1, 2026, 295 ff.
[24] Art. 1(4), Annex V, EU-Kenya EPA.
[25] Caceres Bustamante J., Delev C., *Where to next? Modernizing environmental commitments in EU-Latin America free trade agreements*, in *Legal Issues of Economic Integration*, 50, 3, 2023, 245 ff.
[26] Art. 26.1(3), EU-Chile ITA.
[27] Nadakavukaren K., Polanco Lazo R., *Legal opinion on sustainable development and climate transition in investment agreements, current to : 30.11.2023*, Swiss Institute of Comparative Law, E-Avis ISDC 2023, 2023, 19 ff.
[28] Jütten M., nt. (20); Velut J.B. et al., nt. (20), 74 ff.
[29] Art. 1(1), Annex V, EU-Kenya EPA; Art. 26.1(1), EU-Chile ITA.
[30] Caceres Bustamante J., Delev C., nt. (25); Orbie J., Van den Putte L., Martens D., *The Impact of Labour Rights Commitments in EU Trade Agreements: The Case of Peru*, in *Politics and Governance*, 5, 4, 2017, 6 ff.; Orbie J., Van den Putte L., *Labour rights in Peru and the EU trade agreement: Compliance with the commitments under the sustainable development chapter*, ÖFSE Working Paper, 58, 2016, 597 ff.
[31] Art. 4(j), EU-Colombia-Peru Trade Agreement.

to the "welfare of present and future generations".[32] As a result, "labour" is defined broadly, in line with ILO standards on "decent work". This approach is reflected in the EU-Kenya and EU-Chile agreements, which use the same definition: "the term 'labour' means the strategic objectives of the ILO under the Decent Work Agenda…".[33]

This broadens the objective: "labour" becomes a gateway to the ILO's strategic goals on decent work, not just the 1998 Declaration's core principles. A similar expansion appears in earlier "new generation" clauses, which include cooperation on trade-related aspects of the ILO Decent Work Agenda.[34]

A second trend is the "climate turn" as part of the legal object.[35] In EU-Kenya, climate change is embedded in the chapter's context, including references to the IPCC.[36] Furthermore, the draft EU-India FTA reinforces the "climate turn" through a procedural incorporation technique: when the issue concerns compliance with a multilateral environmental agreement (MEA), the Party may request that it be dealt with through the MEA's own consultative procedures.[37] This strengthens the view that climate commitments form part of the treaty's legal object and can guide interpretation and compliance.

Finally, the EU-New Zealand FTA shows how the "object" can extend beyond labour, environment and climate to include targeted recognition of Indigenous constitutional commitments through a dedicated Māori chapter and related preambular recognition.[38] The preamble acknowledges *Te Tiriti o Waitangi* (Treaty of Waitangi) as constitutionally foundational: "te Tiriti o Waitangi/the Treaty of Waitangi is a foundational document of constitutional importance…".[39] Although this chapter provides for specific safeguards and dispute resolution mechanisms, its presence is legally significant: it indicates that modern EU trade texts can be drafted as instruments to support a broader range of constitutional commitments of partners that are related to a wide concept of "social" sustainability.[40]

Essentially, the TSD chapters incorporate labour, environmental, and climate concerns into trade through a dual technique: linking sustainability commitments to the agreement's objectives and provisions, while consolidating their content by referencing external international instruments. However, these references do not merely import external norms; they generate autonomous treaty obligations. As clarified in the EU v South Korea Panel of Experts' final report,[41] commitments under TSD chapters constitute binding obligations,

[32] Title IX, Art. 267(1), EU-Colombia-Peru Trade Agreement.
[33] Art. 2(2), fn. 1, Annex V, EU-Kenya EPA; Art. 26.1(3), fn. 1, EU-Chile ITA.
[34] Art. 286(k), EU-Colombia-Peru Trade Agreement.
[35] Garcia M., nt. (3); Bertram C., Van Coppenolle H., *Strengthening the Paris Agreement through trade? The potential and limitations of EU preferential trade agreements for climate governance*, in *International Environmental Agreements: Politics, Law and Economics*, 24, 2024, 589 ff.
[36] "[There is an] urgent need to address climate change… [as outlined by the] IPCC…". Art. 1(3), EU-Kenya EPA.
[37] Art. 16.16(3), EU-India draft FTA.
[38] Carrillo U., nt. (10); Kelly S., Doidge M., nt. (10).
[39] Preamble, EU-New Zealand FTA.
[40] Carrillo U., nt. (10).
[41] *Panel of Experts Proceeding Constituted under Art. 13.15 of the EU-Korea Free Trade Agreement*, Report of the Panel of Experts, 20 January 2021, para. 122.

with international standards functioning as interpretative benchmarks within the agreement's compliance framework.[42]

3.2. Types of obligations.

Once the object is defined, EU TSD chapters differentiate the ways in which Parties are bound. Their dominant pattern is not obligations of result, but a range of conduct obligations, reinforced by negative obligations (non-regression/non-derogation) and procedural commitments that support implementation and accountability.[43]

Five main types of legal obligations structure labour commitments in EU trade agreements: (a) general obligations of conduct; (b) specific obligations of conduct or alignment obligations; (c) best-endeavours obligations; (d) non-derogation or non-regression obligations; and (e) carve-outs and proceduralisation as techniques for structuring compliance and enforcement. These types of obligations do not operate separately but form a layered architecture in which general obligations define the regulatory framework, more specific obligations guide implementation, non-regression clauses stabilise standards, and procedural mechanisms organise monitoring and review. The binding force of TSD chapters therefore derives less from sanctions than from the interaction of normative benchmarks and institutionalised compliance procedures.[44]

The most characteristic drafting technique is the *general obligation of conduct*, anchored in international labour standards such as the ILO Declaration on Fundamental Principles and Rights at Work and the ILO Declaration on Social Justice for a Fair Globalization. These clauses do not prescribe a specific legislative outcome; rather, they require parties to act consistently with internationally recognised principles and to reflect them in domestic law and practice. Their function is to embed the trade agreement within a broader normative framework without imposing strict harmonisation.[45]

A paradigmatic example appears in the labour chapter of the EU-South Korea FTA, which provides that "The Parties, in accordance with the obligations deriving from membership of the ILO and the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up […] commit to respecting, promoting and realising, in their laws and practices, the principles concerning the fundamental rights….".[46] This clause is legally complex as it combines three distinct elements: (i) it refers to an external regulatory benchmark (obligations arising from ILO membership and the 1998 ILO Declaration); (ii) it formulates the commitment using verbs typically associated with behavioural obligations ("respect", "promote", "implement"); (iii) it makes explicit reference to "laws and practices",

[42] Nissen A., *Not That Assertive: The EU's Take on Enforcement of Labour Obligations in Its Free Trade Agreement with South Korea*, in *European Journal of International Law*, 33, 2, 2022, 607 ff.
[43] Harrison J., nt. (2), 711 f.; Barbu M. et al., nt. (11), 264
[44] Harrison J., nt. (2), 712 ff.; Bartels L., nt. (9), 301 ff.
[45] Harrison J., nt. (2), 712; Bartels L., nt. (9), 301 ff.
[46] Art. 13.4(3), EU-South Korea FTA.

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linking the treaty commitment to the national regulatory framework and enabling monitoring of implementation at the national level.[47]

This pattern appears across multiple agreements, including the EU-Singapore FTA,[48] the EU-Vietnam FTA,[49] the EU-Colombia-Peru FTA,[50] and the EU-New Zealand FTA.[51] These agreements employ conduct-based commitments anchored in external standards requiring parties to follow core labour standards. Overall, this drafting technique has become a common feature of EU TSD chapters, anchoring them in international law while avoiding strict harmonisation.[52]

Alongside the general conduct obligations, EU TSD chapters introduce more *specific obligations of conduct* that move closer to an *alignment expectation*. These provisions do not impose an obligation of result, but they articulate more clearly the expectation that national systems should reflect and implement the principles referred to in the international framework.

A useful illustration is CETA, which provides that: "Each Party shall ensure that its labour law and practices embody and provide protection for the fundamental principles and rights at work [...]".[53] This formulation is more determinate than the standard conduct language and shifts the focus toward the content of domestic law, creating an implicit expectation of substantive conformity. In this sense, it comes close to an alignment obligation, even though it remains formally framed as a duty of conduct rather than a strict obligation of result.[54]

Comparatively, the difference with general conduct obligations lies in the object of evaluation. While formulations such as those in the EU-South Korea FTA (Art. 13.4.3) focus on whether a State is acting consistently with international principles, the CETA clause invites scrutiny of whether domestic legislation and practice embody and guarantee those principles. This results in a higher degree of normative determinacy and a closer link between treaty commitments and domestic regulatory structures.

Beyond CETA, alignment clauses remain relatively limited. Some agreements display partial or "quasi-alignment" features, such as the EU-Colombia-Peru Agreement that requires the "promotion and effective implementation" of internationally recognised labour standards "in its laws and practice".[55] While this formulation maintains the structure of a conduct obligation, the emphasis on effective implementation in domestic law suggests a stronger expectation of internalisation than purely general clauses. Similarly, the EU-New Zealand FTA introduces more developed formulations linking ILO objectives to domestic laws and practices,[56] thereby increasing the intensity of the commitment. Nevertheless, these provisions have not yet reached the point of explicitly incorporating the requirement set out

[47] Nissen A., nt. (42), 607 ff.; Velut J.B. et al., nt. (20); Harrison J., nt. (2), 711.
[48] Art. 13.3, EU-Singapore FTA; CJEU, Opinion 2/15, *EU-Singapore Free Trade Agreement*, 16 May 2017, paras. 139-167.
[49] Art. 13.16 EU-Vietnam FTA.
[50] Art. 269(3), EU-Colombia-Peru FTA.
[51] Art. 19.3(3), EU-New Zealand FTA.
[52] Velut J.B. et al., nt. (20); Harrison J., nt. (2), 710 ff.; Harrison J. et al. (n. 9), 638 ff.; Bartels L., nt. (9), 301 ff.
[53] Art. 23.3(1), CETA.
[54] Bronckers M.C.E.J., Gruni G., *Taking the Enforcement of Labour Standards in the EU's Free Trade Agreements Seriously*, in *Common Market Law Review*, 56, 6, 2019, 1597.
[55] Art. 269(3), EU-Colombia-Peru FTA.
[56] *See*, e.g., Art. 19.3, EU-New Zealand FTA.

in CETA that domestic law must "embody and provide protection"; they remain closer to strengthened behavioural obligations than to full alignment clauses. By contrast, the EU-South Korea FTA,[57] the EU-Japan EPA,[58] the EU-Vietnam FTA,[59] the EU-Singapore FTA,[60] and the EU-Kenya EPA (Annex V) should be excluded from this category, as they remain within the traditional model of general conduct obligations. More recent or transitional instruments, such as the draft EU-India FTA, the EU-Chile ITA, the modernised EU-Mexico framework, and the published EU-Mercosur texts, may point towards evolving drafting trends, but do not yet provide stable or fully comparable examples of alignment-type obligations.

Overall, this variation illustrates how EU trade agreements can increase the normative precision of TSD commitments without fundamentally altering their cooperative enforcement logic.

A third type of commitment are the *best-endeavours obligations*.[61] These are typically framed as commitments to make "continued and sustained efforts"[62] toward ratification. This wording requires a commitment that is both continuous and intense, establishing a verifiable criterion while deliberately avoiding setting a binding deadline for ratification.[63] This drafting technique avoids rigid obligations of result while creating a legally assessable expectation of progressive compliance.[64] Confirmation of the legal nature of this obligation comes from the EU v. South Korea case, in which the Panel established that this is not an obligation of result and that the assessment must be based on the efforts actually made (e.g., the submission of a draft ratification bill, …).[65]

This model is consistent across EU TSD chapters and represents one of their most stable features. Comparable provisions can be found in the EU-South Korea FTA, the EU-Japan EPA, the EU-Vietnam FTA, and the EU-Singapore FTA and the EU-Colombia-Peru.[66]

Overall, best-endeavours clauses represent one of the most stable and widely replicated features of EU TSD drafting. Their legal effect lies precisely in their combination of flexibility and reviewability: while they avoid rigid obligations of result, they nonetheless generate a normatively meaningful and assessable standard of conduct.[67]

A fourth technique stabilises existing levels of labour and environmental protection through negative obligations, typically formulated as *non-regression or non-derogation clauses*. These provisions prohibit the lowering of domestic standards where such regulatory change

[57] Art. 13.4(3) last para., EU-South Korea FTA.
[58] Art. 16.3, EU-Japan EPA.
[59] Art. 13.4, EU-Vietnam FTA.
[60] Art. 13.3, EU-Singapore FTA.
[61] Agustí-Panareda J., Ebert F.C., LeClercq D., *Labour Provisions in Free Trade Agreements: Fostering Their Consistency with the ILO Standards System*, International Labour Office Background Paper, 2014, 11.
[62] Art. 13.4(3) last para., EU-South Korea FTA.
[63] *See* the decision in *Panel of Experts Proceeding Constituted under Art. 13.15 of the EU-Korea Free Trade Agreement, Report of the Panel of Experts* (n. 41), para. 22.
[64] Harrison J., nt. (2), 712.
[65] *Panel of Experts Proceeding Constituted under Art. 13.15 of the EU-Korea Free Trade Agreement*, nt. (41), para. 22.
[66] Art. 13.4(3) last para., EU-South Korea FTA; Art. 16.3, EU-Japan EPA; Art. 13.4, EU-Vietnam FTA; Art. 13.3, EU-Singapore FTA; Art. 269(3), EU-Colombia-Peru FTA.
[67] Agustí-Panareda J., Ebert F.C., LeClercq D., nt. (61), 11.

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is undertaken to encourage trade or investment, thus targeting forms of strategic deregulation.[68]

This drafting technique is a recurrent and structurally significant feature of EU TSD chapters. A representative formulation in the EU-South Korea FTA provides that a Party shall not weaken or reduce labour protection "in order to encourage trade or investment".[69] Comparable non-derogation clauses appear in the EU-Vietnam, EU-Singapore, EU-Japan agreements, and in CETA, combining this prohibition with a broader commitment not to lower labour standards for competitive advantage.[70] More recent agreements (i.e., EU-New Zealand FTA and EU-Kenya EPA) retain this core logic while embedding it in strengthened enforcement frameworks.

Functionally, these clauses establish a regulatory floor without requiring harmonisation. In their earlier formulations, they combine two core elements: a prohibition of regulatory lowering and a trade-related motivation requirement. More recent agreements refine this structure by enhancing precision and reviewability,[71] notably through: (i) pattern-based tests (e.g. "waive or otherwise derogate" or "sustained or recurring course of action or inaction"), (ii) explicit duties of enforcement (e.g. "effectively enforce"), and (iii) a clearly articulated trade or investment nexus (e.g. "in order to encourage trade or investment").

The doctrinal importance of this evolution lies in the relocation of legal "hardness" from remedies to textually assessable treaty standards. Even where enforcement mechanisms remain procedural, the prohibition itself becomes sufficiently precise to support meaningful compliance review. At the same time, by focusing on systemic or patterned failures rather than isolated enforcement gaps, the clause preserves a degree of regulatory discretion while identifying a justiciable core of non-regression obligations.[72]

Overall, non-derogation and non-regression clauses represent a core stabilising mechanism within EU TSD chapters. Their evolution, from relatively open-ended prohibitions to more structured and reviewable standards, illustrates a broader trend in EU trade law towards increasing normative determinacy without fully abandoning the procedural and dialogue-based logic of enforcement.

A fifth feature is the use of *carve-outs and proceduralisation*. Many EU agreements insulate or partially insulate TSD chapters from general dispute settlement and instead rely on specialised procedures involving consultations, panels of experts, reporting and follow-up.

[68] Damjanovic I., De Sadeleer N., nt. (3), 557; Mitchell A.D., Munro J., *An International Law Principle of Non-Regression from Environmental Protections*, in *International & Comparative Law Quarterly*, 72, 1, 2023, 35 ff.
[69] Art. 13.7, EU-South Korea FTA.
[70] Art. 13.3 (1), (2), EU-Vietnam FTA; Art. 12.1(3), EU-Singapore FTA; Art. 16.2(2), EU-Japan EPA; Art. 23.4, CETA.
[71] *See*, for instance, Art. 16.2(4), EU-India provisional FTA, which states: "a Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, its environmental or labour laws and regulations in a manner that weakens or reduces the protection afforded in those laws and regulations, in order to encourage trade or investment between the Parties" and Art. 16.2(5), EU-India provisional FTA that affirms: "a Party shall not, through a sustained or recurring course of action or inaction, fail to effectively enforce its environmental or labour laws and regulations in order to encourage trade or investment between the Parties".
[72] Garcia M., nt. (3); Damjanovic I., De Sadeleer N., nt. (3); Mitchell A.D., Munro J., nt. (68); Bartels L., nt. (9).

This reflects a model of enforcement based on expertise, transparency and iterative monitoring rather than sanctions.[73]

This design is consistently reflected in EU FTAs since 2010. The EU-South Korea,[74] EU-Japan,[75] and EU-Vietnam[76] agreements exclude recourse to general dispute settlement for TSD matters, confining them to chapter-specific procedures. The same logic of insulation applies in CETA[77] and in the EU-Singapore FTA,[78] which structurally separates the TSD chapter from the general dispute settlement framework. An even more explicit formulation is found in the EU-Colombia-Peru Trade Agreement, which states: "this Title is not subject to Title XII (Dispute Settlement)".[79] Taken together, these agreements illustrate a model of full insulation, in which TSD obligations are enforced exclusively through non-confrontational, expertise-based procedures, rather than through the adjudicatory and sanction-based logic of general trade dispute settlement.

A more hybrid configuration emerges in the EU-Kenya EPA. While TSD provisions establish dedicated consultation and expert-review procedures, they are only partially detached from the broader dispute settlement system, combining traditional autonomy with selective integration.[80] This reflects an attempt to balance specialisation and systemic coherence.

Recent developments, however, point to a shift towards stronger enforceability. Newer agreements increasingly integrate TSD commitments into general dispute settlement or allow for sanctions as a last resort. This is evident in the EU-New Zealand FTA, where TSD obligations fall fully within general dispute settlement,[81] and in evolving instruments such as the draft EU-India FTA, which follows a similar approach.[82]

In comparative terms, this marks a structural evolution from procedural insulation toward a more integrated system combining proceduralisation with increased legal enforceability.

Taken together, EU TSD commitments form a layered system of obligations combining multiple legal techniques. General conduct obligations establish the normative framework; alignment provisions increase determinacy; best-endeavours clauses guide progressive compliance; non-regression clauses stabilise standards; and procedural mechanisms organise monitoring and review. Within this model, the binding force of TSD chapters derives less from sanctions than from the interaction of determinacy, procedural oversight, transparency and reputational accountability.

[73] Harrison J., nt. (2), 712 ff.; Barbu M. et al., nt. (11), 266 f.
[74] Art. 13.16, EU-South Korea FTA.
[75] Art. 16.17(1), EU-Japan EPA.
[76] Art. 13.16(1), EU-Vietnam FTA.
[77] Art. 23.11(1), CETA.
[78] Art. 12.17, EU-Singapore.
[79] Art. 285(1), EU-Colombia-Peru FTA.
[80] Arts. 16, 17 and 18, EU-Kenya EPA (Annex V).
[81] Chapter 26, EU-New Zealand FTA.
[82] Art. 17.2(2)(i), EU-India provisional FTA.

4. Enforcement mechanisms and institutions.

If previous sections showed that EU TSD chapters derive much of their legal force from their object and from layered conduct, best-endeavours and non-regression obligations, the institutional and enforcement architecture explains how these commitments translate into compliance. Across the agreements, the core design is broadly stable: implementation relies on bilateral bodies (such as Committees on Trade and Sustainable Development, or TSD Committees), domestic and transnational civil-society mechanisms (DAGs), and a dispute pathway based on consultations, expert review and follow-up rather than sanctions. TSD chapters thus operate not only as substantive provisions but as procedural regimes structuring how disputes are articulated, interpreted and monitored over time.[83]

The literature describes this as a model where transparency, dialogue, cooperation and expert review substitute for sanction-based enforcement, reflecting a promotional rather than punitive approach.[84] More recent work confirms its persistence but also its evolution. Since 2022, reforms have begun to rebalance dialogue and coercion by strengthening formal dispute settlement and, in some cases, allowing sanctions or remedies as a last resort. This does not replace the traditional model but signals its gradual juridification: procedural and expert-based mechanisms remain central, while newer agreements increasingly incorporate stronger legal enforceability and compliance pressure.[85]

The EU-South Korea FTA remains a key template. Its TSD chapter is structured around a bilateral TSD Committee, DAGs and a Civil Society Forum (Arts. 13.12-13.13). The enforcement follows two steps: governmental consultations (Art. 13.14) and, if these fail, a Panel of Experts (Art. 13.15). Art. 13.16 ensures procedural autonomy by excluding general dispute settlement. This "insulated" model channels disputes into a specialised, expertise-based process. Yet the Korea chapter already shows that "softness" does not mean legal irrelevance: the Experts may gather submissions, consult stakeholders and issue public reports, while DAGs and civil society contribute to oversight (Arts. 13.12(6), 13.14(4), 13.15). Moreover, the EU v. South Korea case demonstrated that expert review could clarify the meaning of treaty obligations, identify compliance benchmarks and generate reputational and political pressure for follow-up, even where the treaty does not authorise trade countermeasures.[86]

The EU-Japan EPA, EU-Singapore FTA and EU-Vietnam FTA largely replicate this model, but with some institutional refinement. Across all three agreements, the institutional framework follows a recognisable sequence: a dedicated TSD body (Committee or Board),

[83] Velut J.B. et al., nt. (20), 57 ff. and 116 f.
[84] Bronckers M.C.E.J., Gruni G., *Retooling the Sustainability Standards in EU Free Trade Agreements*, in *Journal of International Economic Law*, 24, 1, 2021, 25; Harrison J., nt. (2), 706.
[85] Velut J.B. et al., nt. (20), 116 f.; European Commission, Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions, *Trade Policy Review – An Open, Sustainable and Assertive Trade Policy*, COM/2021/66 final, 18 February 2021, 5.
[86] Boisson de Chazournes L., Lee J., *The European Union-Korea Free Trade Agreement Sustainable Development Proceeding: Reflections on a Ground-Breaking Dispute*, in *The Journal of World Investment & Trade*, 23, 3, 2022, 330 f.; Nissen A., *And So It Begins: Trade and Sustainable Development Recommendations by a Panel of Experts under a European Union Free Trade Agreement*, in *International Labor Rights Case Law*, 7, 3, 2021, 258 f.

contact points, and DAGs, coupled with structured civil-society dialogue. Disputes are addressed through a consultation-panel sequence.[87] All exclude general dispute settlement, reinforcing procedural autonomy. Overall, these agreements illustrate a consolidated enforcement model in which compliance is driven by transparency, interpretation and follow-up rather than sanctions.[88] The stability of the EU's "promotional" approach is thus confirmed, even as later agreements begin to experiment with more integrated enforcement structures.[89]

The EU-Colombia-Peru FTA presents the same enforcement philosophy, but through a different institutional language: it establishes contact points and a TSD Sub-committee (Art. 280), domestic mechanisms in the labour, environment, and sustainable development fields (Art. 281), and an annual dialogue with civil society convened by the sub-committee (Art. 282). Governmental consultations (Art. 283) may lead to a Group of Experts (Art. 284), whose reports are published (Art. 285). Additionally, Art. 285(5) excludes the application of the general dispute settlement. Notably, the Sub-committee also assesses implementation impacts and receives public input (Arts. 280(6)-(7)). Compared with the Korea model, Arts. 280(6)-(7) create a slightly stronger bridge between institutional oversight, transparency and public participation, even though the remedial logic remains expert-led and non-retaliatory.[90]

CETA occupies an intermediate position. It maintains a specialised labour and environment architecture, insulated from general dispute settlement. In the labour chapter, Arts. 23.8-23.11 establish contact points, consultations and a Panel of Experts, and require disputes to follow only these procedures. At the same time, CETA is more explicit than earlier FTAs in stating that obligations are "binding and enforceable" within this framework (Art. 23.11(3)). While not introducing sanctions, this reflects a stronger emphasis on legal form and institutional credibility. The TSD Committee may also review implementation, linking substantive obligations to ongoing institutional assessment. In comparative terms, CETA strengthens the legalisation of the specialised TSD regime without abandoning its separation from traditional trade adjudication.[91]

The EU-Kenya EPA represents a notable hybrid model. It combines the standard TSD architecture (committee, domestic advisory groups, consultations, Panel of Experts) with stronger links to the agreement's broader compliance system. Art. 14 establishes a Special TSD Committee reporting to the EPA Council, tasked with monitoring implementation, publishing reports and designating contact points. Art. 15 requires each party to establish a domestic advisory group with balanced civil-society representation and links DAGs to the EPA Consultative Committee (Art. 108). Art. 16, then, emphasises dialogue and cooperation

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[87] Arts. 16.13-16.19, EU-Japan EPA; Arts. 12.15-12.17 EU-Singapore FTA; Arts. 13.15-13.17, EU-Vietnam FTA.
[88] Bronckers M.C.E.J., Gruni G., nt. (84).
[89] European Commission, Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions, *The Power of Trade Partnerships: Together for Green and Just Economic Growth*, COM(2022) 409 final, 22 June 2022, 10 f.
[90] Velut J.B. et al., nt. (20), 55 f., 59 and 63 f.
[91] Bronckers M.C.E.J., Gruni G., nt. (54), 1606; Ebert F.C., *The comprehensive economic and trade agreement (CETA): are existing arrangements sufficient to prevent adverse effects on labour standards?*, in *International Journal of Comparative Labour Law and Industrial Relations*, 33, 2017, 307 ff.

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but confines disputes to the procedures in Arts. 17 and 18. Art. 17 governs consultations and mediation, including input from ILO or MEA bodies and DAGs. Art. 18 goes further by incorporating elements of general arbitration, requiring a list of at least 15 specialised arbitrators and providing for compliance communication and monitoring. The result is neither full insulation nor full integration: Kenya retains a specialised TSD track while partially drawing on general arbitration tools. It thus represents a transitional model between the traditional "panel of experts only" system and the trend toward stronger integration with general dispute settlement.[92]

The EU-New Zealand FTA marks the clearest break from earlier models. Chapter 19 retains a TSD Committee (Art. 19.15), contact points (Art. 19.16), and links to DAGs and the Civil Society Forum (Arts. 24.6, 24.7). DAGs are agreement-wide and, in New Zealand, include Māori representatives. The key innovation concerns dispute settlement. Instead of insulating TSD disputes, Chapter 19 is integrated into the general dispute settlement system. Chapter 26 establishes a dedicated TSD panel list (Art. 26.6), allows panels to consult ILO and MEA bodies (Art. 26.21(3)), and, crucially, introduces temporary remedies for certain breaches, including labour and climate obligations (Art. 26.16(2)). Art. 26.13(3) adds compliance features, requiring communication with DAGs and monitoring by the TSD Committee. This creates a qualitatively different enforcement model: while still participatory, compliance is no longer purely reputational and may lead to suspension of obligations. As noted in the literature, the EU-New Zealand FTA is the first to operationalise the EU's policy of extending dispute settlement and potential sanctions to serious TSD breaches.[93]

The EU-Chile ITA confirms the trend toward stronger institutionalisation while largely preserving the traditional TSD logic. It establishes a TSD Sub-Committee, supported by DAGs and civil-society dialogue, and provides for a panel-of-experts procedure within the chapter. Unlike the EU-New Zealand FTA, it does not fully integrate TSD obligations into general dispute settlement, maintaining procedural autonomy. Early practice, such as the first Sub-Committee meeting in November 2025, also indicates increased emphasis on institutional activity and monitoring.[94]

A similar trend appears in the modernised EU-Mexico framework and the published EU-Mercosur texts. Both retain the core elements of the EU TSD model (specialised committees, DAGs, civil-society participation and expert-based dispute settlement) while increasing their visibility and institutional complexity. However, they do not yet converge on a single enforcement model, and their final design remains subject to ongoing political negotiation and ratification.[95]

A more explicit step towards integration is found in the draft EU-India FTA. Chapter 16 retains the familiar institutional framework, including a TSD Committee, contact points, public submissions and structured consultations (Arts. 16.13-16.18). However, Art. 17.2(1)(i) explicitly brings TSD provisions within the general dispute settlement mechanism. This marks a significant departure from earlier agreements, where TSD chapters were excluded.

[92] Prorok M., nt. (23); Rugani G., nt. (21), 6.
[93] Carrillo U., nt. (10), 20 ff.
[94] Caceres Bustamante J., Delev C., nt. (25), 249.
[95] Caceres Bustamante J., Delev C., nt. (25), *ibid.*

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Even without immediate sanctions, the inclusion of TSD commitments within the general adjudicatory framework fundamentally alters their legal status, increasing their potential enforceability and systemic integration.

Overall, these developments show that EU TSD enforcement and institutional design are undergoing a gradual but significant transformation. The earlier and still dominant model – seen in the EU-South Korea, EU-Colombia-Peru, EU-Singapore, EU-Vietnam, EU-Japan FTAs and, with variations, CETA – relies on specialised committees, DAGs, civil-society dialogue, consultations and panels of experts, with compliance driven by transparency and reputational accountability rather than sanctions. The EU-Kenya EPA represents a hybrid, partially linking TSD procedures to broader arbitration. By contrast, the EU-New Zealand and draft EU-India FTAs reflect a post-2022 shift toward integrating TSD obligations into general dispute settlement and, in some cases, allowing remedies for breaches of core labour or climate commitments.

This evolution should not be seen as a simple shift from "soft" to "hard" law. Rather, it reflects progressive juridification, as the EU combines its traditional procedural and participatory model with more formalised and potentially coercive tools. Enforcement in EU TSD chapters is best understood as a progressive reallocation of legal force across institutions, procedures, expertise and, increasingly, carefully delimited remedial powers.[96]

5. Concluding Remarks.

This Article argues that EU TSD clauses have evolved from marginal and politically cautious provisions into a central, structured and increasingly sophisticated component of EU trade law. This evolution has not been linear, nor has it produced a fully sanctions-based model. However, TSD chapters have emerged as a distinct legal field within EU external economic governance, characterised by a layered normative structure, a recognisable institutional framework and a gradual move toward greater legalisation. The main finding is twofold: TSD clauses are more legally complex and differentiated than often assumed, and their development reflects a progressive (though incomplete) shift from a promotional model toward a more juridified and enforceable framework.

The historical analysis shows that this evolution must be understood considering the failure to include labour standards within the WTO and the subsequent shift to bilateral and regional agreements. EU TSD chapters are part of a broader reconfiguration of global trade governance rather than an exceptional innovation. At the same time, the EU's trajectory reflects its own constitutional structure, regulatory ambitions and commitment to aligning trade with social and environmental values. The consolidation of the TSD model after the EU-Korea FTA marked a turning point: previously fragmented and weakly structured labour provisions became a coherent and replicable chapter, embedding labour, environmental and later climate commitments within trade agreements. This supports the conclusion that the

[96] Velut J.B. et al., nt. (20), 116 f.; European Commission, nt. (89); Bronckers M.C.E.J., Gruni G., nt. (84), 25; European Commission, nt. (85).

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EU has progressively transformed sustainability from an external aspiration into an internal element of trade treaty design.

The doctrinal analysis shows that the legal force of TSD chapters does not rely on a single type of norm but on the interaction of multiple legal techniques. The "legal object" reveals that these chapters operate as special regimes, defining sustainable development as part of the trade relationship's purpose. This is significant, as it frames labour, environment, climate and responsible business conduct as legally cognisable trade-related domains rather than external values. The Article also demonstrates that TSD chapters do not rely on a single category of obligation. Instead, they combine general conduct obligations, more specific alignment duties, best-endeavours commitments, non-regression clauses and procedural obligations. These reflect varying levels of determinacy, different objects of scrutiny and distinct ways of producing legal effects. A key conclusion is that their binding force derives less from obligations of result than from the interaction of normative benchmarks, drafting precision and institutionalised monitoring and review procedures.

The analysis of enforcement mechanisms reinforces this conclusion. Across the agreements, the dominant EU model has relied on committees, DAGs, civil-society fora, consultations and panels of experts. Although often described as "soft", this label is insufficient: these mechanisms represent an alternative enforcement model based on transparency, dialogue, interpretative clarification and reputational accountability. Agreements such as EU-South Korea, EU-Japan, EU-Singapore, EU-Vietnam and EU-Colombia-Peru show that insulation from general dispute settlement has been a defining feature, yet expert panels can still produce legally significant interpretations and shape compliance expectations. At the same time, clear signs of transition emerge. Kenya represents a hybrid model, partly specialised and partly linked to broader arbitration. New Zealand marks a more substantial shift by integrating TSD into general dispute settlement and, in some cases, allowing remedies, while draft texts such as India move in the same direction. These developments do not signal the abandonment of the traditional model but its recalibration. The trend is not a simple shift from soft to hard law, but a process of juridification in which procedural mechanisms are retained while legal enforceability is gradually strengthened.

Some remarks and analytical implications follow from these findings. First, the legal study of EU TSD chapters should consider how legal effects are distributed across treaty drafting, institutional design, interpretative outputs and compliance procedures. Second, the evolution of TSD clauses suggests that EU trade law increasingly treats sustainability commitments as internal treaty obligations rather than external constraints. Third, the current phase of reform raises a broader question: whether the Union is moving toward a genuinely integrated model of sustainable trade governance, or whether it is merely adding stronger remedial tools to a system whose underlying priorities remain primarily commercial.

The answer is not yet settled. Much still depends on how the newer provisions are implemented in practice, how often the stronger dispute settlement tools are used, and whether civil-society and institutional mechanisms are given sufficient political and administrative support. Nonetheless, the legal trajectory is clear: TSD chapters now occupy a more central and structured role in EU trade agreements. Their future significance will depend on whether this growing juridification translates into consistent and credible compliance.

In this sense, EU TSD clauses can be seen as an evolving laboratory of trade-related sustainability law. They are no longer marginal or merely symbolic, but not yet a fully sanctions-based system. Their distinctive character lies in this intermediate position, combining normative ambition, procedural density and increasing legalisation, making them a key site of experimentation in contemporary EU trade law.

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