

# Trade Defence Instruments

## Anti-dumping

[tr\_ad\_prov] Is there an anti-dumping provision?

0	No mentioning
1	Yes

[tr\_ad\_wto] Is there a reference to the General Agreement on Tariffs and Trade (GATT)/World Trade Organization (WTO)

0	No mentioning
1	Yes

*Explanation:* Both partners accept the provisions in GATT or WTO. Reference to international treaties in this area are also coded as 1. Yet, joint efforts to elaborate future rules (with help of GATT/WTO) are not coded.

[tr\_ad\_allowed] Is it allowed to use anti-dumping measures?

0	No mentioning
1	Yes

[tr\_ad\_outruled] Is the use of anti-dumping measures explicitly out ruled?

0	No mentioning
1	Yes

*Explanation:* Explicit statement not to take recourse to anti-dumping measures.

## Anti-dumping: Specific Provisions

[tr\_admas] Do parties search for mutually accepted solutions prior to investigation?

0	No mentioning
1	Yes

[tr\_addeminimis] Do parties explicitly agree on a de minimis dumping margin (or dumped volume) that differs from the GATT/WTO?

0	No mentioning
1	Yes

*Explanation:* WTO - margin less than 2%, volume less than 3%. In a separate column we specify the exact thresholds.

[tr\_adsunset] Do parties agree on a duration of AD duty that differs from GATT/WTO?

0	No mentioning
1	Yes

*Explanation:* WTO - the sunset requirement establishes that dumping duties shall normally terminate no later than five years after first being applied. The exact thresholds are specified in a separate column.

[tr\_adlesserduty] Do parties explicitly agree on a lesser duty rule?

0	No mentioning
1	Yes

*Explanation:* The WTO talks about the desirability, no obligation. We also include the disallowance of zeroing.

[tr\_adpublic] Do parties agree on taking broader public interest in account (beyond sector interests)?

0	No mentioning
1	Yes

[tr\_adlegal] The preferential trade agreement's (PTA) dispute settlement does not apply to anti-dumping measures

0	No mentioning
1	Yes

[tr\_adlegalwto] Parties agree that the resolution of a dispute can occur in the WTO

0	No mentioning
1	Yes

*Explanation:* An agreement is also coded 1 when the PTA dispute settlement does not apply to anti-dumping measures and parties reserve their rights and obligations under WTO law.

## Subsidies and Countervailing Duties

[tr\_sub\_prov] Are there any subsidy provisions?

0	No
1	Yes

*Explanation:* We code articles with titles “subsidies” or “state aid”. We also include specific subsidies (e.g. “agricultural subsidies” or “export subsidies”). All subsidies-related provisions are listed in an extra column.

[tr\_sub\_gen\_ref] Is there a general reference to subsidies?

0	No
1	Yes

*Explanation:* We code general references such as “Any aid granted by a State Party to this Agreement or through State resources in any form whatsoever... shall be incompatible with the proper functioning of this Agreement” or “The Member States shall not introduce new, or expand existing subsidies and shall work towards the elimination of any such measures by ... ”.

[tr\_sub\_wto] Is there a reference to GATT/WTO?

0	No
1	Yes

*Explanation:* Parties refer to WTO/GATT provisions on subsidies or countervailing duties (also if only countervailing duties are mentioned).

[tr\_sub\_policy] Do parties develop a common policy on subsidies?

0	No
1	Yes

*Explanation:* Joint procedures in case of safeguard are not sufficient to be coded, there need to be joint rules that refer to a common policy. We included also following two cases (if one party is allowed to provide more subsidies than another party; if one party is called to create an institution that focuses on state aid).

[tr\_sub\_allowed] Is there an explicit reference to allowing subsidies?

0	No
1	Yes

*Explanation:* For instance when parties explicitly mention their right to use subsidies.

[tr\_sub\_outruled] Is there an explicit reference to outrule subsidies?

0	No
1	Yes

*Explanation:* e.g. wording such as “Neither Party shall introduce or maintain any subsidy on any good destined for the territory of the other Party.” Are only limits to certain areas listed, we code 1 in [tr\_sub\_gen\_ref].

[tr\_countervail] Are countervailing duties mentioned in the agreement?

0	No
1	Yes

*Explanation:* Measures against subsidies or “countervailing duties”.

## Safeguard / Escape Clause

[tr\_safe\_prov] Does the agreement contain specific safeguard provisions for PTA parties?

0	No
1	Yes

[tr\_safe\_wto] Does the agreement refer to GATT/WTO provisions on safeguards?

0	No
1	Yes

*Explanation:* Parties retain rights and obligations under GATT Art. XIX, Safeguards Agreement; also if parties only retain the rights and obligations of the investigation provisions of the GATT/WTO safeguard agreements, we code 1.

[tr\_safe\_outruled] Does the agreement outrule the use of safeguards?

0	No
1	Yes

*Explanation:* All “quantitative restrictions” or “safeguards measures” are explicit banned.

[tr\_safe\_globexcl] Do PTA members agree on conditions under which partners will be excluded from multilateral safeguard measures?

0	No
1	Yes

*Explanation:* If there are exceptions for PTA partners in case a general/global safeguard is applied (code 1). Exceptions could define a different substantial share of total imports or it is mentioned that imports from the other Party does not contribute to serious injury or threat thereof.

[tr\_safe\_trans] Do parties allow safeguard measures only during a transition period?

0	No
1	Yes

[tr\_safe\_ceiling] Do parties allow safeguard measures on products up to the most-favoured nations (MFN) duty or the temporal suspension of a duty reduction?

0	No
1	Yes

*Explanation:* This is a measure that controls for the scope and degree of the measure taken. If a tariff measures is introduced it is less than MFN duty (or applied duty, base rate) or it could mean that the speed of tariff liberalization is affected (for some period the duty stays at the same number).

[tr\_safe\_dur] Do parties agree on a duration (and extension) of safeguard duty that is different from GATT/WTO?

0	No
1	Yes

*Explanation:* Safeguards in the WTO are up to 4 years renewable once, therefore on aggregate 8 years. We only specify if on the aggregate this number is different. There has to be a number, the expression “what is strictly necessary, to remedy the situation” is not sufficient to code 1.

## Additional Issues

[**tr\_struct\_adjust**] Does the agreement refer to structural adjustments?

0	No mentioning
1	Structural adjustment mentioned

*Explanation:* Besides “structural adjustment”, another term used is the “protection of an infant industry”.

[**tr\_bop**] Does the agreement refer to balance of payments?

0	No mentioning
1	Balance of payment mentioned

*Explanation:* Often BOP provisions are found in the chapter “safeguards”.