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The Comprehensive Economic and Trade Agreement (CETA): What Kind of Space is Given to Fair Trade and Labour Rights?[*]

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Abstract - *The present work analyses the Comprehensive Economic and Trade Agreement (hereinafter CETA), recently signed among the European Union and the Canadian government, and currently in the process of ratification within the European Member States: the fil rouge is represented by the possible impact of such a "mega treaty" on labour rights at a transnational level, and in particular if it could contribute or less – under a labour law point of view – to develop fair trade among multinational corporations belonging to certain targeted Western democracies. Therefore this paper provides with a brief overview of the most significant labour provisions contained in the CETA in the light of ILO legal framework: a particular attention is given to the complaint and dispute settlement mechanisms, essentially the Investor-State Dispute Settlement Clause (ISDS); the mechanisms without binding effects, such as civil society dialogue and inter-state initiatives; and the exception clauses. In the final section it is argued that despite a certain social and economic homogeneity among the EU Member States and Canada, the CETA is not able to automatically ensure that labour rights will be maintained without bottom-down changes.*

Riassunto – *Il presente lavoro analizza da una prospettiva giuslavoristica il Comprehensive Economic and Trade Agreement (CETA), trattato internazionale di libero scambio, da poco sottoscritto da Unione Europea e Canada: il saggio si interroga se tale trattato possa contribuire o meno allo sviluppo del fair trade all'interno delle democrazie occidentali. Nel dettaglio l'articolo analizza le clausole del CETA alla luce dei core labour standards dell'ILO, con un focus sulle clausole arbitrali di risoluzione delle controversie (Investor-State Dispute Settlement), sulle forme di partecipazione della società civile e sui meccanismi di eccezione. Nelle conclusioni, nonostante la tendenziale omogeneità socio-economica tra Canada e Unione Europea, viene sostenuto come il CETA non sia in grado di assicurare automaticamente il rispetto dei diritti sociali nel contesto del commercio internazionale, con il rischio di una corsa al ribasso delle tutele.*

Key words – CETA – international labour standards – ISDS clause – exceptions mechanisms – free trade – fair trade

Parole chiave – CETA – diritti sociali fondamentali internazionalmente riconosciuti – arbitrato degli investimenti – meccanismi di eccezione – free trade – fair trade

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SUMMARY. 1 – Introduction. The CETA within the context of "Mega-Treaties". 2 – The CETA and labour provisions. 3 – The protection of foreign investments. 4 – The exception mechanisms. 5 – Concluding remarks: the quest for a more solid labour protection within the CETA.

1. INTRODUCTION. THE CETA WITHIN THE CONTEXT OF "MEGA-TREATIES".

The Comprehensive Economic and Trade Agreement (hereinafter CETA) was signed among the European Union and the Canadian government on October 2016 after years of negotiations; upon entry into force the treaty will replace the existing ones among Canada and several EU Member States[1]: the CETA forms part of the so-called Mega-Treaties or Mega-Regional agreements (Faioli, 2015; Scherrer, 2016), aimed at liberalising international trade by cancelling the non-tariff barriers, such as rules on public procurement, environment, personal data protection, even including labour law. Within this context the core idea is that a process of regulatory cooperation, after the lowering of trade tariffs as obtained throughout the GATT and WTO treaties, could contribute to develop investments and increase efficiency, income and employment in the area covered by the single treaty (Acconci, 2016).

Over the past few years States have been very active in this field, being convinced that the liberalisation of trade can be achieved thanks to a process of regulatory cooperation: in fact the CETA was negotiated while the EU and the USA were involved in bargaining its homologue, the Transatlantic Trade and Investment Partnership (TTIP)[2], whose negotiations came to an end after the victory of the protectionist Donald Trump at the latest presidential elections; moreover the same US concluded (but later rejected) the Trans-Pacific Partnership (TPP) with Australia, Brunei, Chile, Japan, Canada, Malesia, Mexico, New Zealand, Peru, Singapore and Vietnam.

Under a labour law perspective the main question arising from the mega-treaties is whether they could down-ward or less workers' rights, if we take into account that also labour legislation is theoretically part of such a process of convergence. In particular, it is not automatic that a mega-treaty entails a level-playing field, able to ensure a fair dimension of trade: the most troublesome issue lies in the effectiveness of labour recognition inside the agreement, apart from merely political declarations affirming the importance of labour rights; and if the protec-

[1] At the present time Canada has signed bilateral treaties with Croatia, the Czech Republic, Hungary, Latvia, Poland, Romania, and Slovakia. See Nyer, 2015, sub note 3.

[2] For a detailed analysis of the TTIP see Perulli, 2015.

tion granted to foreign investors, with binding mechanisms, is the same or not than that one accorded to organised labour and to workers' interests.

Such a methodological perspective is even more relevant when the States covered by the Treaty are not (hypothesis statistically more frequent) a developed country (or a group of them) and a developing one, but when both contractors are developed countries, with a certain social and economic homogeneity, whose legislations recognise an high degree of protection to workers.

To answer the question if a mega-treaty could ensure fair trade instead of free trade, the present work deals with the CETA: in its second section it describes the labour provisions contained in the Treaty in the light of ILO legal framework, and its mechanisms of implementation; in the third paragraph a particular attention is given to the clauses protecting foreign investments (essentially the Investor-State Dispute Settlement), and their compatibility with the EU law; in the fourth part there is an analysis of the general and specific exceptions, that in front of imperative public reasons could impede a weakening of social rights. In its latest section the essay concludes by arguing that the CETA arrangements are not able to automatically ensure that labour rights won't be undercut.

2. – The Ceta and labour provisions.

The CETA contains a specific labour chapter and it follows the trajectory inaugurated by the EU at the beginning of the 2000s in its common trade policy outlined in Arts. 206 and 207 of the Treaty on the Functioning of the European Union (Hendrickx, Marx, Rayp, Wouters, 2016)[3]: in all the EU recent trade agreements there is a "democracy clause" with a set of positive obligations linking trade and labour (Compa, 2015; Campling, Harrison, Richardson, Smith, 2016; Perulli, 2014; Treu, 2016)[4], as for example in that one signed with South Korea in 2010 and in the EU-Cariforum economic partnership. The parties emphatically declare to support for ILO core labour standards and engage themselves not to fail to enforce relevant law: more specifically the parties commit themselves to the respect of fundamental principles and rights at work, as recognised by the 1998 ILO Declaration on Fundamental Principles and Rights at Work, the 2008 ILO Declaration on So-

[3] See Ch. 23 CETA.

[4] In the EU's early treaties labour provisions were general in nature or circumscribed to a few social matters: see, e.g., respectively Art. 63.2 of the EU-Israel Agreement and Art. 74 of the EU-Algeria Association Agreement. The texts of both agreements are available at http://ec.europa.eu/trade.

cial Justice for a Fair Globalisation, the 2006 Ministerial Declaration of the UN Economic and Social Council on Full Employment and Decent Work, and the OECD Guidelines for Multilateral Enterprises.

In terms of substantive standards Canada and the EU (Member States) agree – whether or not they have ratified the ILO Conventions in question – to respect, promote and realise the principles ruling the four fundamental rights subject of relevant ILO Conventions: the freedom of association and the effective recognition of collective bargaining, the elimination of compulsory and forced labour, the abolition of child labour, and the elimination of discriminations having regard to employment and occupation[5].

Moreover, there are some specific obligations concerning the linkage among labour standards and international commerce: the Agreement states that «it is inappropriate to encourage trade and investments by weakening or reducing the levels of protection afforded in their labour law and standards»[6], and that the parties are forbidden «to waive or otherwise derogate» from national labour law in order to promote trade or investments[7].

What captures the attention, as already outlined by several scholars (Compa, 2015; Scherrer, 2016; Ebert, 2016; Treu, 2016), is the lack of effectiveness of the labour chapter, if compared with the other sections of the treaty dealing with the protection of investments and the principle of non-discrimination: in fact, even if the labour template is aligned with the ILO core conventions, effective enforcement mechanisms are absent for disputes concerning labour rights violations; by the contrary in this case the treaty merely sets soft law measures, such as civil society advisory groups and non-arbitral panel recommendations to back them up. In this regard the agreement reflects the different patterns of soft law, as followed by the EU and Canada in their previous trade policies (Ebert, 2017): from one side the Canadian treaties normally entitle civil society to present a complaint against a breach of the agreement by a third party, which in some case can bring to impose sanctions; from the other one the model of EU's trade agreements normally do not provide a formal complaint for third subjects favouring soft law policy tools.

[5] Such set of core labour standards should be universally applicable, taking into account that the ILO requires the respect by the Member States only because of their membership to the organisation, with independence of the ratification of the related conventions. For further details see Brino, Perulli 2015; Perulli, 2014; Servais, 2014.

[6] See Art. 23.4(1) CETA.

[7] See Art. 23.4(2) CETA.

Therefore, the CETA creates a «Committee on Trade and Sustainable Development»[8] to ease cross-border confrontation on labour issues, and a «Civil Society Forum» to carry out dialogue on the sustainable aspects of the same agreement[9]. Last but not least, each party may request consultations with the other one regarding any matter arising under the Labour Chapter[10], and in case of disagreement after the bilateral process a party may request the intervention of a specific «Panel of Experts»[11], that will merely deliver a report «setting out the findings of fact, its determinations on the matter … containing its determinations and recommendations»: indeed these provisions – that *mutatis mutandis* recall the general supervisory procedures of ILO standards – clearly show a resulted imbalance among the reasons of labour and capital, if such amicable dispute resolutions, the unique entitled to protect labour rights[12], are compared with the binding mechanisms on behalf of foreign investors.

If we move to a systematic overview of the CETA, labour protection is even more undermined: in fact the mentioning of ILO core labour standards and the respect of labour are not expressly linked to other chapters of the Treaty where they should be relevant, especially that one dedicated to regulatory cooperation; in other words the parties do not consider labour issues as a matter generally relevant, but only when consistent with specific sections, such as those one on the liberalisation of trade[13] (Ebert, 2017).

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[8] See CETA Art. 22.6: more precisely the Committee shall oversee the implementation of the chapters of the Treaty on «Trade and Labour» and «Trade and Environment» by promoting transparency and public participation: to this end any decision or report of the Committee on Trade and Sustainable Development shall be made public, unless it decides otherwise.

[9] See CETA Art. 22.5: the parties will ensure a balanced representation of relevant interests, including independent representative employers, unions, labour and business organisations, environmental groups, as well as other relevant civil society organisations as appropriate.

[10] See CETA Art. 23.9.

[11] See CETA Art. 23.10.

[12] See CETA, Art. 23.11 providing that «For any dispute that arises under this Chapter (*on trade and labour*), the Parties shall only have recourse to the rules and procedures provided in this Chapter».

[13] See CETA Art. 23.7.1 about cooperative activities on trade and labour, where the parties agree «to promote cooperation in international fora that deal with issues relevant for trade and labour, including in particular the WTO and the ILO».

3. – The protection of foreign investments.

As already pointed out, in the CETA any controversy dealing with labour issues is merely subject to amicable negotiations and review by an expert body. By the contrary there is an hard law approach if we analyse the CETA provisions on the grounds of transnational forms of dispute resolutions, essentially the Investor-State Dispute Settlement (ISDS) clause as set out by Art. 29[14].

To sum up the ISDS clause is – under a legal point of view – a system of enforceability of corporations' interests over the right of States to govern their own affairs: in fact it entitles a multinational corporation to convey a State in front of an international arbitral panel, if the changes in domestic legislation are perceived as an obstacle to its gains by invoking – i.e. – the *Open discrimination*, the *Direct Expropriation* or the violation of the *Fair and Equitable Treatment* principle[15]. The ISDS clause excludes *a priori* any judicial claim in front of domestic courts: the CETA, like other EU agreements, abandons the usual obligation to exhaust local remedies before resorting to international arbitration, even if both parties – the EU and Canada – are characterised by judicial systems basically homogeneous and based on similar rules on property protection (Gallo, 2016).

The CETA is not an exceptional model, being international politics and investors currently oriented towards a model of treaty incorporating ISDS: apart from the NAFTA investment arbitration was also included in several trade agreements, such as that one among China and Australia (CHAFTA) signed in 2014, and those ones stipulated between the EU and Singapore and Vietnam (Van Harten, 2016).

The risk of privatisation of the general interest expressed by a political community is maximum: in fact the State (or the EU) – if condemned by the arbitral panel – normally will pay a huge fee for the damage to the interests of the claimant, also including the cost of arbitration swinging among 1,000 $ and 3,000 $ per hour (Scherrer, 2016). The functioning of an ISDS complaint is entirely submitted to the logic of private law, if we consider the secrecy of the proceedings, the mutual recognition between the contractors and the recruitment of lawyers and ar-

[14] Today scholars qualify the mechanism also as «Investor Court System».

[15] ISDS is ruled by the 1966 ICSID Convention (Convention on the Settlement of Investment Disputes between States and National of Other States), that allows arbitration among foreign investors and sub-national units (States, provinces...). For further details see Art. 25, para. 1 of the same ICSID. According to Art. 25, para. 3, the contracting State must agree case by case to the ISDS, unless this condition is derogated.

bitrators from about only a few international law firms. Moreover, the impartiality of ISDS tribunals decisions are dubious: according to the current procedure of annulment of the International Centre for Settlement of Investment Disputes, a review of the merit is not allowed, unless in case of irregular constitution or corruption of the arbitral tribunal, manifest abuse of power, failure to state reasons for the award and serious departure from fundamental rule of procedure[16]. Since the 2000s the number of ISDS complaints has significantly increased: it has been estimated that by the end of 2012 500 of them are pending, with EU and US companies leading such a trend (Scherrer, 2016).

The revised version of the CETA has tried to solve some of the criticalities of the ISDS system (Treu, 2017): the members of the arbitral panel will be chosen from a roster with a reasonable degree of security of tenure[17]; there will be more public accountability in their initial appointment[18]; and the decisions of the tribunal of first instance may be appealed before a third body[19].

If we move from a procedural to a substantial perspective, labour law could be one of the fields in which multinational corporations could theoretically make use of the ISDS within the CETA, considering an *in melius* change in legislation in contrast with their financial and economic interests (i.e., the introduction of a basic income, of reinstatement as general technique of protection against unfair dismissals, and the abolition of the opting-out clause in the architecture of industrial relations).

In recent times there are at least four cases that show how ISDS clause could negatively impact on workers' rights. The first one is *Veolia Propreté v Egypt*, occurred in the wake of the Arab springs: in 2012 Veolia, a French multinational, contested through the ISDS clause the raise made by Egypt of minimum wage from 400 to 700 liras per month on the basis of the infringement of the

[16] See UNCTAD, *World Investment Report 2015*, 180, available at http://unctad.org/en/PublicationsLibrary/wir2015_en.pdf .

[17] Under Art. 29.8 CETA «The CETA Joint Committee shall, at its first meeting after the entry into force of this Agreement, establish a list of at least 15 individuals, chosen on the basis of objectivity, reliability and sound judgement, who are willing and able to serve as arbitrators. The list shall be composed of three sub-lists: one sub-list for each Party and one sub-list of individuals who are not nationals of either Party to act as chairpersons. Each sub-list shall include at least five individuals». Moreover, the Joint Committee is composed by the Canadian Ministry of Trade and the EU Commissioner for Trade.

[18] See Art. 29.7 CETA, under which «The Parties shall consult with a view to reaching an agreement on the composition of the arbitration panel within 10 working days of the date of receipt by the responding Party of the request for the establishment of an arbitration panel».

[19] See Arts. 8.27 and 8.28 CETA.

private-public agreement among Veolia and Egypt for waste disposal, and asked for damage compensation of USD 110 million; in particular, Veolia contested that the increase in minimum wage erased its profitability in waste-water services because it could not transfer the unforeseen higher labour cost on consumers (Celi, 2015).

In a similar vein mention must be made of the 2009 case *Centerra v. Kyrgyz Republic*: Centerra, a company in the field of gold mining sector, claimed that the legislative raise of the salary for high altitude workers in Kyrgyzstan entailed an unexpected increase of production costs. Eventually, in *Achmea v. Slovakian Republic* the Dutch insurance company Achmea was granted USD 25 million as a compensatory measure for a Slovakian bill limiting the chance for private health companies to distribute their gains[20]. Only in a 2013 ISDS case labour reasons prevailed over free trade: the same Achmea resorted to international arbitration to stop Slovakian draft legislation introducing a unique universal health insurance scheme, but the arbitral panel stated that «the design and implementation of its public health policy is for the State alone to assess»[21]. All these cases, whose documents are unpublished, are an ideal-type of how procedural rules contained in mega-treaties could be easily invoked by foreign investors to indirectly modify labour law: States could retrench from an *in melius* intervention in the fields of welfare and social rights (Faioli, 2015)[22], unless they run the risk of having to pay out large amount of compensation. In addition, they demonstrate how the ISDS model is totally opposite to that one of State action, aimed at giving shape to the integration of general-political interests in a transparent way (Di Pietro, 2015)[23].

Regardless of political disputes, the ISDS poses a problem of compatibility with the existing EU legal framework on European Union's liability within international agreements of which the same EU is part, as contained in EU Regulation 912/2014 (Faioli, 2015): the regulation, that codifies the *Fiamma* principle elaborated by the European Court of Justice («the same high not higher level of

[20] For the available documents see http://www.italaw.com/cases/417 (last access 22nd November 2016).

[21] See Ministry of Finance of the Slovak Republic, http://www.finance.gov.sk/en/Default.aspx?CatID=10id=76.

[22] A confirm is to be found in Art. 8.39.3 of the same CETA, establishing that the arbitrators, when calculating damages against a State, shall reduce their amount for «any...repeal or modification of the measure».

[23] See also United Nations, *Report of the Independent Expert on the promotion of democratic and equitable international order*, General Assembly 2015, in http://www.un.org/en/ga/third/70/documentslist.shtml.

protection»)[24], foresees that foreign investors cannot have a privileged treatment than that one offered to European ones in compliance with the EU legal system and the general principles common to the laws of the Member States (essentially the right to judicial protection of rights and interests). Accordingly, as highlighted by the European Parliament in 2013, the Court of Justice has clearly stated that the Union's liability for legislative acts, especially when dealing with international law, «must be framed narrowly and cannot be engaged without the clear establishment of fault»[25].

4. – The exception mechanisms.

A possible way to protect social rights could be envisaged in the exception clauses (in international economic law also known as non-precluded measures clauses or derogation clauses): under certain circumstances a State may carry out legislative and administrative measures that *prima facie* could be inconsistent with its obligations arising from the agreement on trade liberalisation (Henckels, 2016). In particular Art. 28.3 CETA, whose formulation corresponds *mutatis mutandis* to Art. XX GATT[26], enumerates some permissible subjects stating that «nothing in this Agreement shall be construed to prevent the adoption or enforcement by a Party of measures necessary:... to protect public morals and human health». Moreover, Art. 28.3 contains a further clause referring to measures necessary to safeguard additional permissible objectives.

Accordingly, the degree of protection of labour granted by the exception clause will definitely depend on the interpretative discretion of public powers on very general and open textured concepts, such as «public morals» or «human health» (Henckels, 2016); moreover, the practical importance of such a mechanism is weakened by the fact that no specific exceptions on labour-standards are contained, with the unique clause on prison labour related to trade in goods[27]. But the weak potential of the provisions contained in Art. 28 is also to be found in the sec-

[24] See Joined Cases C-120/06 P and C-121/06 P Fabbrica italiana accumulatori motocarri Montecchio SpA (FIAMM) and Others v Council of the European Union and Commission of the European Communities, in *http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A62006CJ0120*.

[25] See European Parliament 2013 Report, *http://www.eurparl.europa.eu/sides/getDoc.do?type=REport-reference=A7-2013-0124language=EN*. Such remarks, that were made on the TTIP, are also applicable to the CETA.

[26] See Art. 28.3.1 CETA providing that «Article XX of the GATT 1994 is incorporated into and made part of this Agreement».

[27] See Art. 28.3.2 CETA jointly read with Art. XX(e) GATT.

tions on investment protection and ISDS, that are excluded by the general exception clauses[28].

Last but not least even the specific exceptions demonstrate the very limited coverage of the machinery: i.e., Annex 8-A of the CETA dealing with expropriation, establishes that «except in the rare circumstance when the impact of a measure or series of measures is so severe in light of its purpose that it appears manifestly excessive», measures not discriminatory and that «are designed and applied to protect legitimate public welfare objectives, such as health, safety and the environment, do not constitute indirect expropriations»[29]: also in this case labour matters are not expressly mentioned, unless health and safety at work are deemed as a *subspecies* of health and safety. In the same field, there are no specific labour exceptions in the CETA section on Regulatory Cooperation, whose Art. 21.1 simply states that «Parties are committed to ensure high levels of protection for human, animal and plant life or health, and the environment in accordance with the relevant WTO agreement and this Agreement».

5. – Concluding remarks: the quest for a more solid labour protection within the CETA.

This article has demonstrated how the CETA is not able to automatically ensure a protection of labour rights among the two sides of the Atlantic Ocean, in front of two "peer-economies" with a quasi-similarity in the implementation of labour standards: it is positive that, like in other recent EU agreements, there is a specific chapter devoted to sustainable development linking trade and labour, stating that the action of the parties cannot undercut workers' rights and prerogatives in order to strengthen international trade. Moreover it is possible to call upon the exception mechanisms, either general or special, to maintain or to introduce some labour provisions that could theoretically infringe with the trade obligations established by the Treaty.

In addition the CETA has partially tried to cope with the critics to the ISDS system, by introducing an appellate body, more transparent systems of appointment of the member panels and of determination of their compensation, and especially by incorporating a broadly worded clause affirming the right to regulate for Member States. In any case foreign investors are granted a privileged treatment: firstly because they are entitled to bring ISDS claims against a country

[28] See sections D and F of the CETA.

[29] See par. 3 of Annex 8-A of the CETA.

without going to the country's courts first, regardless of whether the courts offer justice; secondly because the ISDS clause does not give this right of standing to all parties affected by the adjudication of foreign investor claims, such as NGOs and trade unions; thirdly because no limit on the compensation, that may be given to investors, is defined.

To sum up, even if in the CETA there is a greater precision in drafting the substantive obligations and related provisions on social issues, there is still an imbalance of power between labour and capital, if we bear in mind the sharp contrast among the soft law dimension protecting labour, accompanied by vaguely drafted clauses on exceptions, and the hard law one protecting investments achieved throughout the ISDS clause. May be an answer to these worries will come by soon by the European Court of Justice: probably the Belgium government will take the Court under Art. 218.11 TFEU having regard to the legitimacy of the same ISDS mechanism, in compliance of the compromise reached among the federal government and the regional ones after the denial to the ratification process expressed by the Vallonian Parliament on 14th October 2016 (Gallo, 2016)[30].

References

Acconci P., *La cooperazione nel campo normativo negli accordi in materia di commercio internazionale dell'Unione Europea dopo il Trattato di Lisbona*, in *Riv.dir.int.*, 4/2016, pp. 1071-1099;

Brino V., Perulli A., *Manuale di diritto internazionale del lavoro*, Giappichelli 2015;

Campling L., Harrison J., Richardson B., Smith A., *Can labor provisions work beyond the border? Evaluating the effects of EU trade agreements*, in *ILR*, 155, 3/2016, pp. 357-382;

Celi G., *How beneficial is TTIP for EU countries? Economic gains and social costs of an ambitious project*, in *EL*, 2/2015, pp. 11-34;

Compa L., *Labor Rights and Labor Standards in Transatlantic Trade and Investment Negotiations: a US Perspective*, in *EL*, 2/2015, pp. 87-101;

Di Pietro M., *Il TTIP (partenariato transatlantico per il commercio e gli investimenti) e la cooperazione normativa*, in *EL*, 2/2015, pp. 121-130;

[30] For the declaration made by the Belgian government see *http://rf.llb.be/file/6f/5811e50fcd70fdfb1a589e6f.pdf*. (last access 21st June).

Ebert F. C., *Labour provisions in EU trade agreements: What potential for channeling labour standards-related capacity building?*, in *ILR*, 155, 3/2016, pp. 407-433;

Id., *The Comprehensive Economic and Trade Agreement (CETA): Are Existing Arrangements Sufficient to Prevent Adverse Effects on Labour Standards?*, in *IJCLLIR*, 2/2017, pp. 295-330;

Faioli M., *Libero scambio, tutele e sostenibilità. Su cosa il TTIP interroga il (nuovo) diritto del lavoro*, in *RGL*, 2015, pp. 781-795;

Id., *The quest for a new generation of labor chapter in the TTIP*, in *EL*, 2/2015, pp. 103-120;

Gallo D., *Portata, estensione e limiti del nuovo sistema di risoluzione delle controversie in materia d'investimenti nei recenti accordi sul libero scambio dell'Unione Europea*, in *Dir.comm.int.*, 4/2016, pp. 827-862;

Henckels C., *Protecting Regulatory Autonomy through Greater Precision in Investment Treaties: The TPP, CETA, and TTIP*, in *JIEL*, 19, 2016, pp. 27-50;

Hendrickx F., Marx A., Rayp G., Wouters J., *The architecture of global labour governance*, in *ILR*, 155, 3/2016, pp. 339-355;

Nyer D., *The Investment Chapter of the EU-Canada Comprehensive Economic andTrade Agreement*, in *JIA*, 6/2015, pp. 697-710;

Perulli A., *Fundamental Social Rights, Market Regulation and EU External Action*, in *IJCLLIR*, 30, 1/2014, pp. 27-48;

Id., *Sustainability, Social Rights and International Trade: the TTIP*, in *IJCLLIR*, 31, 4/2015, pp. 473-496;

Scherrer C., *The Covert Assault on Labor by Mega-Regional Trade Agreements*, in *DLRI*, 150, 2/2016, pp. 343-363;

Servais J. M., *International Labour Law*, Wolters Kluwer 2014;

Treu T., *Globalizzazione e diritti umani Le clausole sociali dei trattati commerciali e negli scambi internazionali fra imprese*, WP CSDLE “Massimo D’Antona”.INT – 133/2017;

Id., *Labour Law and Sustainable Development*, WP CSDLE “Massimo D’Antona”.INT – 130/2016;

Van Hartend G., *The European Union’s Emerging Approach to ISDS: a Review of the Canada-Europe CETA, Europe-Singapore FTA, and European-Vietnam FTA*, in *University of Bologna Law Review*, 1, 1/2016, pp. 138-165

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