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Trade Law and Globalization

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Glossary

Corporate globalization Process whereby some barriers to international trade are removed and others constructed (e.g., agricultural subsidies and intellectual monopoly privileges) to allow manufacture of products using low-cost labor in one nation and sale in another, with the benefit of reducing prices but often at the cost of reducing self-sufficiency, sustainability, and quality of life.

Free trade agreements Agreements between states ostensibly designed to reduce barriers to trade but in practice often doing so in a manner preferential to larger economies and with the imposition of pro-monopolistic trade constraints, particularly in the area of intellectual property.

Global public goods Activist regulatory claim, not necessarily based on economic theory but on foundational norms of applied ethics and human rights law (justice, equity, respect for human dignity, and sustainability), that certain components of the world should be held in trust for general use including that by future generations.

Intellectual monopoly privileges Increasingly popular alternative for the term intellectual property rights, emphasizing their implicit social responsibility.

International trade law Multilateral and bilateral trade agreements specifying norms on which trade is facilitated or restricted and that only peripherally involve principles of applied ethics or international human rights.

Market-state phenomenon Private corporate actors working in such close conjunction with ruling elites that their interests are often indistinguishable and staff appointments interchangeable.

Non-violation nullification of benefits Principle of international trade law allowing one state to threaten trade sanctions because, even though no provision of a trade agreement has been broken, its legitimate expectation(s) in relation to that agreement has been nullified by the other party. If widely applied, it has the capacity to undermine certainty and predictability in international trade relations.

Sustainability Concept that public policy decisions should take into account the quality of life of a reasonable number of future generations, being particularly concerned with regulating use of nonrenewable resources, facilitating the basic preconditions of human life and flourishing, and preventing excessive degradation of the environment.

Introduction: Trade Law as a Supranational Normative System in a Globalized World

The modern global economy is ostensibly predicated on reducing as many domestic regulatory barriers as possible to international trade. Although some economic benefits undoubtedly arise from this process in the short term, particularly from the production of goods by cheap labor in developing nations, significant concerns have arisen about its potential to adversely and unethically alter the capacity of domestic laws and policies to respond to issues such as loss of skilled employment, environmental protection, and health care. The potential threat to democratic sovereignty and public good of a globalized economy controlled by trade agreements (and related trade sanctions) produced by profit-focused corporate actors in nontransparent collusion with a restricted and compliant number of

government representatives creates a profound contemporary issue for applied ethics.

One hypothesis in this context is that in this globalized trading system (coordinated by the World Trade Organization (WTO) and the trade law departments of domestic governments), trade agreements, both multilateral and bilateral, have become supranational normative systems backed by the powerful threat of trade sanctions.

Most of the WTO agreements resulted from the 1986–94 Uruguay Round negotiations, signed at the Marrakesh ministerial meeting in April 1994. There are approximately 60 agreements and decisions covering goods (*General Agreement on Tariffs and Trade* (GATT) and *Agreement on Phytosanitary Measures*), services (*General Agreement on Trade in Services* (GATS)), and intellectual property (*Agreement on Trade-Related Aspects of Intellectual Property Rights* (TRIPS)). These enunciated principles of liberalization, and the permitted exceptions, are not overtly associated with traditional normative systems

such as bioethics or international human rights. They include individual countries' commitments to lower customs tariffs and other trade barriers and to open and keep open services markets. They set procedures for settling disputes. They prescribe special treatment for developing countries. They require governments to make their trade policies transparent by notifying WTO about laws in force and measures adopted, and through regular reports by the secretariat on countries' trade policies. There are detailed and lengthy schedules (or lists) of commitments made by individual countries allowing specific foreign products or service providers access to their markets. For GATT, these take the form of binding commitments on tariffs for goods in general and combinations of tariffs and quotas for some agricultural goods. For GATT, the commitments state how much access foreign service providers are allowed for specific sectors (e.g., hospitals) and include lists of types of services that individual countries state they are not applying the 'most-favored-nation' principle of nondiscrimination.

The adverse effects of international trade agreements on health policy have been particularly stark (and many would say unethical). WTO's TRIPS agreement, for example, arose from a coordinated program by corporate multinationals to favorably shape the architecture of globalization by raising intellectual property rights (also termed intellectual monopoly privileges). TRIPS was always highly contentious from a public health standpoint because it restricted the capacity of developing nations to sidestep such pharmaceutical patent protections in public health crises that required enhanced provision and affordability of essential medicines. Developing nations that saw little to gain from raising patent terms in their own nations were promised greater access to developed world agricultural markets. This never eventuated, both as a result of maintained subsidies and also because of the use of phytosanitary customs restrictions as a trade barrier. Successive attempts to resolve this inequity through WTO development rounds have failed.

Another major concern is bilateral trade agreements, particularly those pursued and concluded by the United States, which contain provisions that strengthen and expand intellectual monopoly privileges beyond what is required by TRIPS.

Such multilateral and bilateral trade agreements have required national patent laws to include pharmaceutical products as patentable inventions (where a number of domestic legal regimes had not previously done this, notably India). They have promoted a period of exclusive rights over the clinical trial data submitted to health regulation authorities for marketing approval (spurring a debate over whether exclusivity over such data is necessary to achieve valuable public policy outcomes or whether other means should be preferred to balance the legitimate public and private interests in these data).

Such trade agreements have induced higher levels of intellectual property (IP) protection in the developing world and have sought to restrict acknowledged exceptions and limitations to IP rights – for instance, creating procedural constraints on the use of compulsory licensing by governments to permit low-cost, large-volume generic manufacture of otherwise patent-protected pharmaceuticals in public health crises.

One of the most challenging features of bilateral free trade agreements for applied ethics is their impact on health systems outside the patent context. The examples studied here are the medicines provisions of the *Australia–United States Free Trade Agreement* (AUSFTA) and the *Korean–United States Free Trade Agreement* (KORUSFTA).

The ethical and human rights implications of these medicines-related components of trade agreements are receiving increasing attention. The United Nations Sub-Commission on the Promotion and Protection of Human Rights has declared that

since the implementation of the WTO TRIPS agreement does not adequately reflect the fundamental nature and indivisibility of all human rights ... there are apparent conflicts between the intellectual property rights regime embodied in the TRIPS agreement, on the one hand, and international human rights law, on the other.

The United Nations Development Program's *Human Development Report 2005* similarly states that TRIPS, along with regional and bilateral trade deals, strikes the wrong balance between the interests of technology patent holders and those of the wider public.

Other institutional commentary, however, has pointed to positive opportunities for balancing the competing interests involved in construing and implementing such agreements. The World Health Assembly, for instance, has urged member states of the World Health Organization (WHO) to "take advantage of the potential opportunities, and address the potential challenges, that trade agreements may have for health, considering, where appropriate, using their inherent flexibilities." It has also adopted a "global strategy and plan of action on public health, innovation, and intellectual property" that refers several times to the TRIPS agreement and its flexibilities.

Impact of Trade Agreements on Globalization's Broader Normative Framework

Multilateral and bilateral trade agreements rarely, if ever, explicitly invoke a broader normative framework, such as the *International Covenant on Economic, Cultural and Social Rights* (ICESCR) and the *Universal Declaration of Human*

Rights (UDHR). Nevertheless, a change in what may be termed the 'normative mood' can be detected. This has resulted in increased emphasis in policy debate on access to medicines upon coherence with the international right to the highest attainable standard of health, as expressed in Article 12 of the ICESCR (Article 25 of the UDHR). Similarly important will be efforts to ensure that such bilateral negotiations and texts are consistent in practice with the social responsibility principle in Article 14 of the United Nations Scientific, Education and Cultural Organization's *Universal Declaration on Bioethics and Human Rights* (UDBHR) despite its nonlegal status, which specifically refers to essential medicines.

WTO's *Declaration on the TRIPS Agreement and Public Health* (Doha Declaration) is an important counterbalance to the private rights corporate agenda in TRIPS. It is worth setting out in detail:

1. We recognize the gravity of the public health problems afflicting many developing and least-developed countries, especially those resulting from HIV/AIDS, tuberculosis, malaria, and other epidemics.
2. We stress the need for the WTO Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement) to be part of the wider national and international action to address these problems.
3. We recognize that intellectual property protection is important for the development of new medicines. We also recognize the concerns about its effects on prices.
4. We agree that the TRIPS Agreement does not and should not prevent Members from taking measures to protect public health. Accordingly, while reiterating our commitment to the TRIPS Agreement, we affirm that the Agreement can and should be interpreted and implemented in a manner supportive of WTO Members' right to protect public health and, in particular, to promote access to medicines for all. In this connection, we reaffirm the right of WTO Members to use, to the full, the provisions in the TRIPS Agreement, which provide flexibility for this purpose.
- ...
6. We recognize that WTO Members with insufficient or no manufacturing capacities in the pharmaceutical sector could face difficulties in making effective use of compulsory licensing under the TRIPS Agreement. We instruct the Council for TRIPS to find an expeditious solution to this problem and to report to the General Council before the end of 2002.

Paragraph 5 indicates that under TRIPS it is for each country to determine what constitutes "national emergencies of extreme urgency" so as to justify a compulsory license of generic production of needed medicines. It also indicates that under TRIPS the question of exhaustion of intellectual property rights is for each country to

determine unilaterally. U.S. trade negotiators had a legal obligation to ensure that respect for the Doha Declaration was a "principal negotiating objective." In 2003, the WTO General Council adopted the Decision on Implementation of Paragraph 6 of the *Doha Declaration on the TRIPS Agreement and Public Health*, allowing a waiver to Article 31(f) of TRIPS. Article 31(f) of TRIPS states that production under compulsory licensing must be predominantly for the domestic market. The waiver meant that developing countries with limited manufacturing capacity could issue a compulsory license in a public health crisis and have it satisfied by a developed nation's generic manufacturer producing and exporting under appropriate new legislation to that developing nation. Norway, Canada, and India have informed WTO that their laws are complete, whereas the Republic of Korea and the European Union have stated that their new laws are awaiting full implementation. A group of developed countries (including Australia and the United States) have announced they will not use the system to import pharmaceuticals.

At the WTO ministerial meeting in Hong Kong in 2005, this so-called paragraph 6 solution was agreed to be incorporated into an amendment to the TRIPS agreement in such a way that it could not be derogated from in an FTA. The importance of the Doha Declaration has been highlighted by the report of a WHO commission that recommended the following:

4.21 In bilateral trade negotiations, it is important that governments ensure that ministries of health be properly represented in the negotiation, and that the provisions in the texts respect the principles of the *Doha Declaration*. Partners should consider carefully any trade-offs they may make in negotiation.

As a further example of its importance, U.S. negotiators of bilateral trade agreements are now required to refer to and respect the *Doha Declaration* as well as permit certain related public health "flexibilities" or exceptions. Several bilateral agreements (e.g., between the United States and Morocco and between Columbia and Peru) have been supplemented by side letters explicitly confirming the continuing availability of these flexibilities under TRIPS. The U.S. *Bipartisan Agreement on Trade Policy: Intellectual Property* between the Democrat-majority Congress and the Office of the U.S. Trade Representative aims to provide more space for ethical balancing of public and private goods in trade negotiations about medicines and more explicit consideration of bioethical and human rights norms. It is designed to give to developing states entering bilateral trade agreements with the United States greater flexibilities in how they apply, for public health purposes, bilateral trade agreement principles. These ethical flexibilities would, for example, enable regulators to "exercise exceptions to the rules for protecting test data if necessary

to protect public health” and would provide more flexibility in the ‘linkage’ between patent status and safety regulatory approval.

Regional and Bilateral Trade Agreements and Globalization

Linkage Evergreening

An interesting case study in how the multinational corporate sector began to use regional and bilateral trade agreements to shape the architecture of globalization is provided by so-called ‘linkage evergreening’ provisions. These first appeared in the North American Free Trade Agreement (NAFTA) in the 1980s. They required Canadian drug safety regulators to follow the U.S. example and notify a patent holder if a generic version was being submitted for approval. This then allows the patent holder to devise strategies to keep out the competition (‘evergreening’).

Such a mechanism had no place in the TRIPS agreement, yet it appeared in the intellectual property chapters of the AUSFTA and KORUSFTA, for example. As with the AUSFTA, key provisions in the KORUSFTA affect national health by requiring more rigid standards for the patent system, such as providing for patent term extensions to compensate for administrative delays and linking regulatory processes and patent protection, restricting parallel importation, and limiting compulsory licensing. Such provisions, if abused, potentially complicate or delay the marketing of cheaper generic medicines. The linkage evergreening provisions in both bilateral agreements were part of this pro-monopolistic intellectual property package.

To fulfill these linkage evergreening obligations, Australia and Korea were required to enact amendments to their drug regulatory legislation. Although the Australian government felt compelled to do so because of commitments they had made in the trade negotiations, they also included a legislative amendment imposing penalties on drug manufacturers that used this new system in an anticompetitive manner, which raised drug prices in Australia. Such legislative amendments were a strong statement of Australia’s ‘legitimate expectations’ on benefit (freedom from pharmaceutical price rises due to evergreening) in this area. Yet, in an exchange of letters with the Australian Minister for Trade, the U.S. Trade Representative termed such amendments

a potentially significant, unjustifiable, and discriminatory burden on the enjoyment of patent rights, specifically on owners of pharmaceutical patents. I urge the Australian Government to review this matter, particularly in light of Australia’s international legal obligations. The United

States reserves its rights to challenge the consistency of these amendments with such obligations.

Bilateral Trade Agreements Altering Domestic Medicines Systems

An even more contentious way in which bilateral trade agreements have been attempting to shape the regulatory architecture of globalization is by influencing the domestic health policies of other nations. The AUSFTA, for example, specifically sought to alter key components of Australia’s Pharmaceutical Benefits Scheme (PBS). This was a system in which published evidence on the comparative cost-effectiveness of new medicines was scientifically assessed and then linked to a price negotiation and government subsidy of medicines prices for citizens. At the time of AUSFTA, the Australian PBS had been operating for more than 50 years through the terms of successive governments as a federal government formulary. It specifically arose from one of the few successful constitutional referenda in Australian history (adding the new s51xxiiiA), being supported at the ballot box by a majority of people in a majority of states. It thus had unquestionable democratic legitimacy, highlighting the problematic nature of its alteration in a bilateral trade agreement. The PBS has been praised by health policy experts throughout the world as an exemplar of cost-effectiveness analysis linked with reference pricing and a central government price negotiation.

The PBS does not restrict multinational pharmaceutical manufacturers’ access to the Australian market. If the Pharmaceutical Benefits Advisory Committee (PBAC) recommends against PBS listing, for example, a manufacturer can still market its product, although patients will have to pay a higher out-of-pocket price than if PBS listing had been achieved. This is why the PBS should not and has never been formally recognized, in any technical sense under international trade law, to constitute a so-called ‘non-tariff barrier to trade.’

Nonetheless, Annex 2C of the AUSFTA included various changes that had to be made to the PBS (including a new review process of decisions not to list a medicine) and established a Medicines Working Group that working in camera with no published minutes developed a policy to fracture the PBS formulary into an F1 category for innovative drugs and an F2 category for generic drugs, with price comparisons between the two. This change undermined the effectiveness and scientific credibility of the PBS process and was made not to deal with a public health problem but, rather, largely to enhance the profits of corporate pharmaceutical multinationals.

Another illustrative bilateral trade agreement in this context is the KORUSFTA. In the KORUSFTA negotiations, a primary Korean demand was to be permitted by the

bilateral agreement to create a scientific cost-effectiveness assessment process for new drugs, like that in the Australian PBS. In reaching agreement on this issue, U.S. and Korean negotiators explored the ethical territory between the effective valuation of pharmaceutical innovation through the operation of competitive markets ('market innovation') rather than valuation on the basis of empirically based therapeutic significance ('health innovation'). The KORUSFTA text expressly recognized each nation's differing approach to medicines policy. The final text indicated that if the Republic of Korea established a reimbursement system for pharmaceuticals or medical devices based on principles other than "competitive market-derived prices" (i.e., on the Australian PBS model), then it had to "appropriately recognize the value of patented pharmaceutical products."

The concept of 'value' in this context appears to have been a 'constructive ambiguity' that deliberately left space for resolution of the kind of differing ethical and public health perspectives. This process of ethical balancing is explicit, for instance, in Article 5.1 of the KORUSFTA. This begins by stating that

The Parties recognize that while there are differences between each Party's health care system, the Parties share a commitment to promoting the development of and facilitating access to high-quality patented and generic pharmaceutical products and medical devices, as a means of continuing to improve the health of their nationals.

The KORUSFTA text's conception of 'value' in this context emphasizes both 'sound economic incentives' and 'competitive markets' for the efficient development of and access to patented and generic pharmaceutical products and medical devices (article 5.1(c)) as well as 'promoting' health and promoting innovation and timely and affordable access to safe and effective pharmaceutical products and medical devices through transparent and accountable procedures, without impeding a party's ability to apply appropriate standards of quality, safety, and efficacy (article 5.1 (e)). This creates space for a debate comparing valuation methodologies based on distinct, objective scientific processes (as the Republic of Korea emphasized) and valuation through choices of approved medicines in the pharmaceutical market (as U.S. negotiators tend to valorize). Working this debate out will require an ethical balancing in which trade principles are weighed for coherence with bioethical and human rights norms. This approach is also supported by KORUSFTA article 5.1(f), by which the parties affirm the importance of

ethical practices by pharmaceutical and medical device manufacturers and suppliers and by health care providers

on a global basis in order to achieve open, transparent, accountable, and reasonable health care decision making.

Ethical Issues for Trade Agreements and Dispute Resolution

Trade Dispute Resolution and Governance of Globalization

In early 2009, a shipment of medicines from India to Brazil was stopped by customs authorities in The Netherlands ostensibly on the basis that counterfeit drugs were being transferred. Public health concerns about this process escalated with the revelation that the seizures included a shipment of generic pharmaceuticals bound for Nigeria ordered by the UN drug purchasing agency UNITAID in association with former U.S. President Clinton's charitable foundation. Concerns arose that government customs authorities were acting on behalf of developed-nation patent holders relying on international trade law norms to interfere with the generics medicines trade, thus creating an anticompetitive non-tariff barrier to trade.

If trade agreements are creating a new regulatory architecture for domestic policy, then one place where evidence of this may be strongest is in those agreements' dispute resolution provisions. In general terms, these require that the parties initially attempt to resolve a dispute through consultations. If these consultations do not resolve the matter within a reasonable time, the complaining party, by written notification, may refer it to a dispute settlement panel.

The criteria for selection to such a panel generally specify "objectivity, reliability, and sound judgment" with "expertise or experience in law, international trade, or the resolution of disputes arising under international trade agreements." Such panelists must also be

independent of, and not be affiliated with or take instructions from, either party and not have a conflict of interest or appearance thereof, as set forth in a code of conduct to be established by the Joint Committee.

The identity of the panelists on the contingent list is not made public. Under the WTO Dispute Settlement Understanding, panelists are usually non-party members of WTO delegations or academics and not nationals of the parties, unless by specific agreement. They are generally expected to have expertise relevant to the dispute. The process of appointing panel members can be protracted and susceptible to diplomatic pressure. Law professors seem to dominate among persons chosen to be NAFTA panelists. In a dispute concerned medicines policy, it is reasonable to assume that such persons would also have

expertise in relevant health policy, but there is no guarantee this would be the case.

If the determinations and recommendations of the panel are not implemented within a reasonable period, negotiations about mutually acceptable compensation shall commence. If such agreement is not reached, the complaining party may supply written notice that it intends to suspend benefits under the trade agreement. If the other party considers that the level of suspended benefits is manifestly excessive, or that it has in fact "eliminated the nonconformity or the nullification or impairment that the panel has found," it may request the panel be reconvened. If the complained-of party decides it does not wish to suffer any suspension of benefits, it may pay an annual monetary assessment to the complaining party.

Particular interpretive provisions of the *Vienna Convention on the Law of Treaties* (VCLT) will play an important role in such a dispute resolution process. Articles 31 and 32 of the VCLT read as follows:

Article 31 General rule of interpretation

1. A treaty shall be interpreted in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context and in the light of its object and purpose.
2. The context for the purpose of the interpretation of a treaty shall comprise, in addition to the text, including its preamble and annexes:
 - (a) any agreement relating to the treaty which was made between all the parties in connection with the conclusion of the treaty;
 - (b) any instrument which was made by one or more parties in connection with the conclusion of the treaty and accepted by the other parties as an instrument related to the treaty.
3. There shall be taken into account, together with the context:
 - (a) any subsequent agreement between the parties regarding the interpretation of the treaty or the application of its provisions;
 - (b) any subsequent practice in the application of the treaty which establishes the agreement of the parties regarding its interpretation;
 - (c) any relevant rules of international law applicable in the relations between the parties.
4. A special meaning shall be given to a term if it is established that the parties so intended.

Article 32 Supplementary means of interpretation

Recourse may be had to supplementary means of interpretation, including the preparatory work of the treaty and the circumstances of its conclusion, in order to confirm the meaning resulting from the application of Article

31, or to determine the meaning when the interpretation according to Article 31:

- (a) leaves the meaning ambiguous or obscure; or
- (b) leads to a result which is manifestly absurd or unreasonable.

Article 31 of the VCLT essentially outlines a textual approach to interpretation, giving primacy to the intent objectively expressed in the treaty. Article 32 of the VCLT provides that to confirm a textual interpretation under Article 31, or to resolve an interpretation that is ambiguous, obscure, manifestly absurd, or unreasonable, "supplementary means of interpretation" may be considered. The 'supplementary means' could conceivably include particular statements by senior government officials during the negotiations, before a Senate Committee on the issue, at the signing of the agreement, during the passage of the implementing legislation through each party's legislature (second reading speeches and explanatory memoranda or the text of the legislation itself), or during a formal review of the implementation of the agreement. Media statements by key government officials in response to specific developments concerning medicines policy under the AUSFTA could also be relevant.

Non-Violation Nullification of Benefits Provisions

Non-violation nullification of benefits (NVNB) provisions are found in many multilateral and bilateral trade agreements, often linked to key negotiating objectives (e.g., changes in intellectual monopoly protections). They permit trade dispute claims, heard finally (should bilateral consultations fail) before a panel, where a 'benefit' that one nation has a legitimate expectation might accrue is not realized, even though no specific provision of the respective trade agreement has been breached. The vagueness of NVNB claims makes them ideal threats to use in covert lobbying of foreign governments, but deleterious to the rule of law and to the application of applied ethics in international trade relations.

The TRIPS agreement established an initial moratorium on NVNB disputes. This has been prolonged due to the resistance of many countries to such a cause of action. This resistance, stemming from the original Uruguay Round negotiations, was based on concern that NVNB claims could undermine the 'security and predictability' and certainty that the WTO dispute settlement system aims to establish, in effect as a global public good. GATT and WTO panels have treated this cause of action with circumspection. Some commentators maintain that NVNB claims conflict with fundamental international law principles and good faith treaty interpretation by facilitating ongoing private interest lobbying concerning

important rule-based textual compromises in important public goods areas such as access to medicines.

Yet lobbying about NVNB claims could be viewed as part of the ethical balancing process in trade agreements if it related to clearly defined obligations and was done in an open and transparent manner. Thus, if one party had placed an explicit definition of an obligation in an agreement, NVNB claims could be used to make sure that domestic legislation or policies (whatever the democratic mandate behind them) did not interfere with them.

NVNB claims are particularly problematic where they are sought to be applied to ill-defined constructive ambiguities or so-called 'textual negotiating truces' such as 'valuing innovation.' If the concept of 'innovation' has not been unambiguously defined in a trade agreement, it is unlikely that any trade dispute panel would uphold an NVNB claim in relation to it. This approach would ensure that corporate pressure for change in domestic health policy, using trade agreement-sourced lobbying levers based on such legitimate expectations, is only relevant to enforcing explicit and unambiguous claims about benefits or concessions accorded during negotiations. To otherwise allow allegations of the 'legitimate expectations' by one party to reshape the meaning of a treaty provision is inconsistent with the requirement of good faith and objectivity contained in Article 31 of the VCLT and would create considerable commercial and government uncertainty in international trade relations.

Conclusion

Ultimately, the world trading system needs to be seen as being committed to constructing a world trading order sustainable because of its manifest linkage with fundamental social virtues such as justice and equality (from applied ethics), respect for individual human dignity (from international human rights), and the intergenerational sustainability of human civilization. Crucial tests in this context will be the capacity of trade agreements to measurably help fulfill the United Nations Millennium Development Goals and reduce global warming through encouraging measures for biosequestration of atmospheric carbon dioxide.

See also: Corporate Responsibility; Economic Globalization and Ethico-Political Rights; Global Ethics, Overview; Global Public Goods; Innovation, Definition of; Normative Coherence, Theory of; Technology Assessment, Analytic and Democratic Practice.

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Relevant Website

http://www.wto.org/english/docs_e/legal_e/legal_e.htm – World Trade Organization, basic legal documents.

Biographical Sketch

Professor Faunce (B.A./L.L.B.(hons), B.Med. Ph.D.) has a joint appointment in the College of Law and Medical School at the Australian National University. He has practiced as a barrister and solicitor and as an intensive care registrar. He is an expert consultant for UNECSO on its global health law and ethics database. He has directed competitive research grants and has published widely in the area of pharmaceutical and nanotechnology regulation. In 2009, he was appointed an Australian Research Council Future Fellow in connection with a project on nanotechnology and critical problems in global public health.