



Before the United States Department of Commerce

Docket No. ITA-2022-0001

**Comments From Public Citizen Regarding the Proposed
Indo-Pacific Economic Framework**

April 11, 2022

Public Citizen welcomes the opportunity to comment on the proposed Indo-Pacific Economic Framework (IPEF). Public Citizen is a nonprofit consumer advocacy organization with more than 500,000 members. A mission of Public Citizen is to ensure that in this era of globalization, a majority can enjoy economic security; a clean environment; safe food, medicines and products; access to quality affordable services; and the exercise of democratic decision-making about the matters that affect their lives. We have conducted extensive analysis of U.S. trade and investment agreements and their outcomes, starting in 1991 during the initial North American Free Trade Agreement (NAFTA) negotiations.¹

We were also heavily involved in the public education campaign that raised awareness about the harms of the proposed Trans-Pacific Partnership (TPP), leading to its eventual collapse. The mainstream understanding of our trade policies and their effects has come a long way since then. More recently, through our work with unions, other civil society groups and congressional and administration allies, we were part of the movement that replaced NAFTA with the U.S.-Mexico-Canada Agreement (USMCA). The USMCA, while an improvement over NAFTA, is not a template for future agreements; rather, it sets the floor from which we will continue the fight for good trade policies that put working people and the planet first. These comments provide guidance for U.S. negotiating objectives for IPEF based on our extensive knowledge of the damaging terms of the TPP and NAFTA, as well as the improvements in the USMCA that should be expanded upon.

Biden administration officials have repeatedly stated that the President's vision for trade will not repeat the past mistakes of prioritizing efficiency above all else, but will serve workers, consumers, and the environment. This is a welcome change after decades of U.S. trade policies that privileged large business interests, leading to job offshoring to countries with exploitative labor conditions, encouragement of polluting industries, and constraints on domestic policymaking to protect consumers. IPEF could be an opportunity to realize a new, lasting vision for trade that deserves broad support.

¹ For more on our vision for trade policies that would help the United States to build back better, please see our January 2021 [Transition Memo on Trade Policy](#), jointly written with the United Brotherhood of Carpenters and Joiners of America.

At the same time, the notion of an IPEF did not come from consumer advocacy organizations, environmental groups, or organized labor. A number of its boosters claim that an IPEF is needed for the United States to counter the influence of the Regional Comprehensive and Economic Partnership (RCEP). But as Ambassador Katharine Tai recently explained to the U.S. Senate Finance Committee, the RCEP will not have “significant or detectable impacts” on the U.S. economy because its 15 members already have multiple trade agreements between them, making it “a remix and match of what’s already there.”ⁱ

At that same hearing, Senator Elizabeth Warren warned Ambassador Tai that “lobbyists for the giant corporations are celebrating IPEF as the second coming of the TPP... Tech companies like Facebook and Amazon... are involved in spreading misinformation, mistreating workers, and squashing competition. They also hire hordes of lobbyists to protect their way of doing business.” Public Citizen and our allies in the U.S. and throughout the Indo-Pacific region share this concern. In order to realize President Biden’s vision for worker-centered trade, and to earn broad political support, U.S. negotiators must ensure that IPEF does not become a TPP 2.0.

Given the information shared about the prospective IPEF at this stage, our detailed comments center on negotiating process, identifying potential negotiating partners, digital and emerging technologies-related issues, supply chain resilience-related issues, clean energy-related and decarbonization-related issues.

1. Negotiating Process

If the current trade advisory system, that gave 500 official U.S. trade advisers representing corporate interests a privileged role in shaping U.S. positions and opening offers and exclusive access to reviewing confidential texts,ⁱⁱ remains in place, then IPEF negotiations will likely result in a deal that not only would be more damaging to working people, but – like the TPP and NAFTA 2.0 text Trump signed in November 2018 – would be unacceptable politically. It was only after the release of Trump’s NAFTA text in October 2018 that the public and even most members of Congress became aware of the unacceptable terms within. The lack of transparency and public input in the process facilitated the negotiation of a deal that added new monopoly protections for Big Pharma to lock in high medicine prices, and contained labor and environmental terms insufficient to counteract NAFTA’s ongoing outsourcing of jobs and pollution and downward pressure on wages. When the secret terms finally became public, the deal was dead on arrival in Congress. House Speaker Nancy Pelosi announced there would be no vote unless labor and environmental terms and their enforcement were strengthened, and the Big Pharma favors were eliminated. For a year, as the NAFTA trade deficit exploded, the administration refused to make the changes needed so that a revised pact might be enacted.

One of the fundamental reasons why the original NAFTA, the 2018 NAFTA 2.0 and the TPP contained such damaging terms that made them so unpopular is that they were negotiated under the influence of hundreds of corporate advisors while the public and Congress were locked out. Terms needed for the deals to benefit most Americans were traded away in favor of special protections for the corporate interests that had access. The resulting deals did not prioritize

creating good jobs, raising wages or safeguarding our democratically achieved health and environmental policies. A successful IPEF negotiation must replace the corporate advisory system with an on-the-record public process, including public hearings, to formulate U.S. positions and obtain comment on draft and final U.S. text proposals. U.S.-proposed texts and draft consolidated texts after each negotiating session must be made public. Strict conflict of interest rules must be enforced. Only by issuing detailed goals and making draft texts available will the American public know in whose interest the negotiations are being conducted. Simply put, if there is to be an IPEF that can enjoy broad support, the U.S. government must agree to and secure commitments from all negotiating partners to a truly transparent and participatory process as outlined above.

These procedural measures are necessary not only to ensure IPEF outcomes that align with the Biden administration's goals on worker rights, climate change, racial justice, consumer protection and other areas, but to rebuild public faith in trade policymaking generally after years of backroom deal making.

2. Identifying Potential Negotiating Partners

The content of the IPEF will also be driven by the set of countries that the U.S. government decides to engage in the process, so it will be important to allow for broad public comment once potential negotiating partners are identified, as it is difficult to give detailed comments without knowing the countries that will be involved. To achieve a worker-centered trade agenda, the U.S. government should select negotiating partners that demonstrate their willingness to comply with strong labor and environmental standards and metrics, according to standards set by International Labour Organization (ILO) conventions and Multilateral Environmental Agreements (MEA) as a condition of participation. A number of countries that have been suggested as potential IPEF partners are known to prohibit the formation of independent labor unions, to permit many of the worst forms of child labor and/or to fail to address human trafficking and forced labor. Such nations are inappropriate partners for a new trade agreement or "trade framework." Insofar as IPEF is intended as a "docking agreement," it must only allow countries that respect labor rights to be considered for inclusion.

Negotiating partners should share the vision of building a new model that prioritizes public interest over narrow corporate interest. The U.S. government's recent outreach to Singapore and Australia indicate that those countries are high on the list of prospective members. Given Singapore and Australia's aggressive pursuit of binding rules for so-called digital trade that limit governments' ability to regulate Big Tech in various international fora, including in World Trade Organization (WTO) e-commerce talks and in their bilateral FTA, their participation in IPEF could be cause for concern by public interest advocates, unless it is made clear that such anti-democratic terms will not be included in the deal.

3. Digital and Emerging Technologies-Related Issues

In a November 2021 speech, Ambassador Tai stated that:

Our approach to digital trade policy must be grounded in how it affects our people and our workers. We must remember that people and workers are wage earners, as well as consumers. They are more than page views, clicks, and subjects of surveillance. They are content creators, gig workers, innovators and inventors, and small business entrepreneurs. This means they have rights that must be protected – both by government policy and through arrangements with other governments.ⁱⁱⁱ

This is precisely the outlook that must be at the core of U.S. decisions around “digital economy-related matters” in IPEF and beyond. However, many supporters of the status quo trade regime are pushing policies through the “digital trade” framework aimed at helping massive global retail, advertising, transportation, hotel and other businesses evade regulation and oversight.

The so-called “digital trade” proposals Big Tech is pushing are not focused on remedying actual problems related to the online sale of imported goods, such as tariff evasion and product safety. Instead, Big Tech interests have promoted binding international rules to limit governments worldwide from regulating online platforms in the interest of workers, consumers or smaller business competitors. Misbranding constraints on government regulatory authority as “e-commerce” or “digital trade” agreements has helped them to evade scrutiny and quietly undermine certain worker protections, policies that constrain entities’ size or market power and promote fair competition, and civil rights, privacy and liability policies being considered by your administration, many in Congress from both parties and other governments worldwide. By hijacking common trade-pact concepts, such as “non-discrimination,” the largest digital firms seek to secure their monopolistic dominance by labeling as illegal trade barriers countries’ labor, competition and other domestic policies of general application simply because such policies may have greater impact on the largest firms because of the firms’ size.

This view was recently reinforced by 53 organizations representing labor, civil rights, consumer, and other constituencies – who joined together in a letter urging the administration not to enact any ‘digital trade’ rules that restrict or dissuade countries from regulating digital entities or that impose or lock in retrograde domestic digital governance policies.^{iv}

Rules limiting data and privacy protections, setting Internet Service Provider liability and safeguard rules, and related enforcement measures, and border measures should not be locked in via IPEF or other trade agreements. And specifically, the USMCA’s limits on financial, digital trade and other service sector consumer safeguards should not be part of any future U.S. trade agreement. The rise of artificial intelligence and big analytics, monopolization of services, the internet of things and billions of devices scattered around the globe raise immense challenges to privacy, competition, consumer protection and taxation. There are many unknowns regarding the technological advances ahead, and therefore the digital economy. For years, dominant internet companies have taken advantage of weak U.S. personal data protections. Today, many Americans are concerned about how companies collect and use their online data. Given the

constant technological developments and the moving boundaries of consumer threats, rather than having current U.S. industry-favored rules locked in via trade agreements, such policies must be made in democratic processes that provide opportunities to revisit and revise decisions as circumstances change. Even without constant technological change in this sector, on the basis of shifting public and policymaker opinions alone, it is entirely inappropriate to lock the current U.S. policies into place through a trade agreement: Trade agreement rules on digital trade should not shrink the policy space of U.S. regulators and the U.S. Congress. Yet the digital trade rules in the USMCA could do just that, undermining efforts to protect people's privacy, personal data and security.

For example, one rule in the USMCA requires governments to allow the transfer of consumers' data – including financial or medical data subject to privacy protections in the countries' laws – outside their borders. Policies to protect privacy by restricting where or how data may move or be stored would be subject to challenge as “illegal trade barriers” and face significant prospects of being found to violate the pact. The USMCA also forbids governments from requiring companies to disclose their source code or algorithms. This could increase the monopoly power of tech companies and thwart efforts to investigate and regulate anti-competitive and discriminatory behavior. As well, the Financial Services Chapter in the USMCA reversed the U.S. position in TPP negotiations that governments must be allowed to mandate where financial data is stored. This exception to the general TPP prohibition on governments requiring data to be stored locally was pushed by the U.S. Treasury Department based on the agency's concerns about being able to access information during financial crises and was supported by consumer groups concerned about the security of sensitive and confidential data stored offshore and the ability to obtain redress in the case of a data security breach occurring in another country. None of these terms from the USMCA should be included in future U.S. trade agreements. Thus, the IPEF should not require cross-border data transfers and data-processing across all service sectors without adequate safeguards. Data protection and privacy are not non-tariffs barriers to trade, but rather fundamental rights and strong safeguards that must be put in place to protect consumers.

Another controversial provision in the USMCA is its liability waiver for online platforms with respect to their content, similar to §230 of the U.S. Communications Decency Act. This issue is subject to a vigorous debate domestically, with proponents and opponents of the current policy in both political parties. This is also precisely the sort of policy that should not be locked into place in a trade agreement, establishing a form of international preemption with one-size-fits all international standards locked in, usurping the role of Congress and state legislatures. This view was supported in a May 2021 letter to President Biden signed by over a dozen U.S. internet accountability groups, including Public Citizen, Color of Change and the Center for Digital Democracy.^v In addition to protecting U.S. regulatory policy space, these issues should be off the table so U.S. negotiators do not push for any weakening of partner countries' laws in this realm. However, the 2022 National Trade Estimates (NTE) Report on Foreign Trade Barriers, which catalogues policies in other countries that U.S. commercial interests consider to be trade barriers, continues past administrations' worrying trend of citing other countries' digital policies as trade barriers.^{vi}

IPEF negotiators must recognize that protection of personal data and privacy is fundamental to human dignity and welfare, and essential for building consumer trust online and that protections in one country are rendered ineffective if data is transmitted to a country without such protections. Any terms requiring cross-border transmission of data must be conditioned on every signatory to an agreement establishing and enforcing transparent, strong and meaningful protections and safeguards for consumers and workers with respect to all digital products and services irrespective of the channel of acquisition, whether in physical form or over the internet. This will require the United States to improve its domestic policies to be in line with best practices, such as policies limiting data collection, processing, use and sharing; requiring data minimization and deletion, confidentiality and security and providing purpose specification and access and correction rights. It will require enactment of robust minimum standards for cybersecurity for consumers, devices and networks such as strong authentication mechanisms and requiring platforms and services to default to the strongest privacy settings. Plus, consumers must have meaningful redress options, including a private right of action and other means for fair settlement of claims, compensation for misrepresentation, fraudulent and/or deceptive products/services or unsatisfactory products/services.

In sum, IPEF should contain no terms diminishing privacy and data protections afforded by the countries' respective laws, including by establishment of a horizontal and self-judging exception for domestic measures that protect privacy and establish and enforce data protection, with special protections for children and young people. And IPEF must ensure algorithmic transparency and accountability, including prohibition of discrimination against protected classes; remove barriers to due process; ensure accountability prevails over trade secrets; establish mechanisms for human oversight and control; and establish remedies for the adverse impacts of artificial intelligence systems on human rights and social justice, including but not limited to, ensuring effective privacy safeguards for large-scale datasets, collective complaint mechanisms, quality oversight, effective technical protection mechanisms and meaningful algorithmic auditing.

There are some legitimate international trade concerns associated with e-commerce and the broader digital economy that IPEF negotiators should consider. Any IPEF should ensure that goods purchased online across borders meet labor, environmental and consumer safety standards, including by raising de minimis levels so that, for instance, the two million packages arriving from China to the U.S. daily to fulfill online orders can no longer evade U.S. inspection regimes. It should prevent corporate misclassification so that so-called "digital platforms" involved in transportation, hospitality, healthcare, retail, education and other industries cannot evade labor, consumer and other regulations imposed on "brick-and-mortar" businesses. To combat the growing high-tech discrimination in artificial intelligence, IPEF should guarantee access to source codes and algorithms by congressional committees, government agencies, academic scholars, labor unions and nongovernmental organizations. IPEF should also introduce corporate liability for personal data collected via computers, cell phones and the "Internet of Things" without consumers' explicit, informed permission, shared or sold without their permission, and/or stolen.

While different governments, individual policymakers and organizations may reasonably disagree on what the best digital governance rules should entail, everyone should oppose locking in deregulatory rules in trade agreements.

4. Clean Energy-Related and Decarbonization-Related Issues

IPEF would be an appropriate forum for the U.S. and negotiating partners to commit to a “climate peace clause,” which would be a legally binding commitment by the parties that they will not use or permit the use of trade or investment rules in any of their international agreements, including IPEF to challenge climate policies. The global community is running out of time to address the climate crisis, and governments need every policy tool in the toolbox to reduce emissions and ramp up renewable energy without fear of trade challenge. Such a “climate peace clause” should protect any measure a country takes to implement its climate commitments, including its Nationally Determined Contribution to the Paris Agreement. This could include, for example: policies to reduce use of and reliance on fossil fuels (e.g., rejecting fossil fuel permits, bans on fossil fuel extraction, and removal of fossil fuel subsidies) and policies to ramp up the production and distribution of renewable energy and clean energy goods like electric vehicles, heat pumps, and wind turbines (e.g., subsidies, procurement policies, and domestic content preferences).

Furthermore, as environmental groups have previously recommended, and Public Citizen concurs, environmental and climate-related terms in any U.S. trade agreement must prohibit the signatories from weakening, eliminating, or failing to enforce domestic environmental or other public health or safety standards.^{vii} Any new U.S. trade agreement including IPEF must also require each country to adopt, maintain, and implement laws, regulations, and other measures to fulfill its Nationally Determined Contribution to the Paris Agreement under the United Nations Framework Convention on Climate Change. It must require each country to adopt, maintain, and implement laws, regulations, and other measures to limit the level of priority air, water, and land pollutants to the lowest maximum level found in the laws and regulations of any signatory to an agreement and require each country to adopt, maintain, and implement laws, regulations, and all other measures to prohibit the harvest, take, or trade of wild flora and fauna, including parts and products, in violation of domestic or international conservation obligations, including timber, fish, wildlife, minerals, and other environmentally sensitive goods. As well, any trade agreement must require each country to adopt, maintain, and implement laws, regulations, and other measures to fulfill its obligations under priority Multilateral Environmental Agreements, i.e., those that have been ratified by the U.S. and/or by over 90% of world governments.

Public Citizen encourages the U.S. government to explore innovative ways to expand the Rapid Response Mechanism and labor provisions that have helped in the USMCA to apply to environmental obligations. Like with labor standards, meeting environmental standards must be a prerequisite to countries enjoying the commercial benefits from an IPEF pact, and environmental provisions must also include strong, built-in mechanisms to guarantee their swift and certain enforcement moving forward. Enforcement mechanisms must enable members of the public to initiate claims of environmental violations, and these claims must trigger an

independent investigation and, where appropriate, adjudication with binding remedies, regardless of whoever occupies the White House at any given moment.

Finally, after decades of raising awareness around the extreme investor rights and investor-state dispute settlement that empower corporations to attack environmental and other public interest policies, Public Citizen was pleased to hear President Biden say:

I oppose the ability of private corporations to attack labor, health, and environmental policies through the Investor-State Dispute Settlement (ISDS) process and I oppose the inclusion of such provisions in future trade agreements.^{viii}

A recent report of the Intergovernmental Panel on Climate Change (IPCC) further highlighted that ISDS-enforced agreements are incompatible with critically needed climate action.^{ix} As such, we look forward to IPEF excluding ISDS, and hope to see the Biden administration work to remove ISDS from our existing agreements.

5. Supply Chain Resilience-Related Issues

As the Biden administration has taken admirable steps to reshore jobs and support domestic manufacturing to ensure more resilient supply chains, it would be counterproductive to include in IPEF the usual waiver of “Buy American” procurement preferences. Past U.S. FTAs contain terms undermining the Buy American preferences that have been in place since the Franklin D. Roosevelt administration to ensure that American-made goods are purchased when the government spends our tax dollars on infrastructure projects or purchases vehicles, computers and other products.^x These previous trade-pact terms also forbid the U.S. government from requiring that firms operating government call centers or providing other government services employ U.S. workers. These rules offshore our tax dollars rather than investing them to create jobs and innovation at home. They also limit conditions for procurement contracts, like requiring workers on infrastructure and construction contracts be paid ‘prevailing wages’ or requiring recycled content in goods or renewable energy. If the U.S. government – or a state – does not conform its policies to these constraints, then the other countries that are part of the agreement can challenge our policies in foreign tribunals that can impose trade sanctions against the United States until the laws are eliminated or changed. The exclusion of procurement terms from IPEF or any future U.S. trade pact should not be controversial. For many years, domestic manufacturers and many members of Congress have noted that given the much greater value of U.S. government procurement relative to almost every other trading partner, providing some U.S. firms with opportunities to bid on a smaller amount of government contracting in other countries did not seem like a sound trade-off for providing preferential access for foreign firms to our larger pool of government contracts.

6. Other Issues for Consideration:

a) No Rules Undermining Access to Medicines

With his historic May 5, 2021 announcement of support for a waiver of Trade-Related Aspects of Intellectual Property Rights (TRIPS) obligations for COVID-19 vaccines, President Biden has recognized the limits TRIPS creates for global access to medicines. While Public Citizen encourages the U.S. to keep working to secure a comprehensive TRIPS waiver, the administration must refrain from expanding these or TRIPS-plus terms in any other agreement.

As such, IPEF must not include additional terms on patentability standards and patent disclosure, special protections for biologic medicines, marketing exclusivity protections, linkage, or patent term extensions or other forms of patent evergreening. Nor should a pact limit the ability of participating countries to negotiate lower prices for government health programs like Medicare or Medicaid or to control the costs of pharmaceuticals or medical devices. No future U.S. trade agreement should include an intellectual property (IP) chapter that serves as a forum for powerful lobbies to continue pushing for maximalist IP standards that fail to account for the interests of Americans or those in trade partner countries.

This became the poison pill in the 2018 NAFTA 2.0 text. The initial revised NAFTA included special privileges designed to shield pharmaceutical firms from the market competition that brings down medicine prices for consumers.^{xi} Those terms extended far beyond WTO terms and beyond the original NAFTA IP terms to lock in bad U.S. policies that keep prescription drug prices high and export those policies to Mexico and Canada. Such terms cannot be included in any future U.S. trade agreement. The 2018 NAFTA 2.0 text would have required at least 10 years of government-granted marketing exclusivity – that is, longer monopoly protections – for cutting-edge biologic medicines, such as many new cancer treatments. The 10-year exclusivity period would have locked the United States into its current bad system that keeps cancer medicine prices sky-high and exported it to Mexico, which does not provide any additional exclusivity period for biologic medicines, and to Canada, which now has an eight-year period. This was a shocking development given that a five-year biologics exclusivity term that was included in the TPP was considered so controversial that the remaining countries – including Mexico and Canada – suspended the provision after the United States withdrew from the TPP.

Terms in that text also violated the “May 10, 2007” agreement that established a floor for access to medicines standards, which U.S. trade pacts largely met until the TPP. The 2018 deal not only established special marketing exclusivity periods for biologic drugs, but it also included expansive patent evergreening policies, each intended to provide additional monopoly protections to new uses, forms and combinations of older medicines. The countries were required to offer multi-year extensions on patent terms when reviews at the regulatory or patent office take longer than terms deemed “unreasonable,” while the public gets no reduction in patent terms when these processes move quickly. That text also included provisions on patent linkage, a regulatory mechanism that links drug marketing approval to patent status. Under patent linkage, even spurious patents may function as barriers to generic drug registration. Patent linkage can

facilitate abuse, since the financial benefits to patent holders of deterring generic market entry may outweigh risks of penalties.

Thanks to a concerted effort from the public and Congress, these harmful provisions were removed before the USMCA was passed. Public outcry over the inclusion of these terms in the 2018 NAFTA 2.0 made clear that Big Pharma monopolies have no business in a “trade” deal. Nor should any trade deal undermine this or future Congresses’ ability to ensure Americans have access to affordable medicine.

However, the final USMCA that Congress passed still comes dangerously close to enforcing limits on the U.S. government’s ability to negotiate for lower prices for Medicare and Medicaid. The U.S.-Korea FTA imposes requirements that government health care programs pay “market-derived” prices to pharmaceutical firms. While that may sound uncontroversial, in fact it means that governments are obligated to pay the high prices pharmaceutical firms extract using the protection of lengthy patent monopolies, rather than governments being able to negotiate a discount for bulk purchases. The pharmaceutical industry pushed for these terms, which increase the costs to taxpayers of government health programs, to be included in the USMCA. The inclusion of such terms was so controversial in the TPP that the pricing standard was not made mandatory, and all of the provisions on so-called “transparency” on medicine and medical device pricing were excluded from being subject to enforcement. The USMCA annex on “Transparency and Procedural Fairness for Pharmaceutical Products and Medical Devices” requires processes that reflect the current U.S. practice of giving drugmakers opportunities to intervene in and challenge some government healthcare programs’ reimbursement decisions. It does not include the sort of pricing obligations found in the Korea FTA. But, unlike the similar terms in the TPP, the USMCA terms are subject to state-to-state enforcement. Such terms simply should not be included in future agreements at all, but if they are, they should not be subject to enforcement claims.

b) No TRIPS-Plus Copyright Terms

Similarly, copyright terms in any new U.S. trade agreement should not extend beyond the terms in the WTO TRIPS text, which requires protection for 50 years after the death of the author. The terms of the USMCA should not be replicated in new agreements, meaning neither extended copyright terms nor vague limitations and exceptions should be locked in via a new U.S. trade agreement. Many elements of the copyright rules in the USMCA were derived from controversial provisions in the TPP that were strongly opposed by those in the education and library fields. By requiring a copyright term of “life of the author plus 70 years,” the USMCA copyright terms dramatically lengthened Canada’s copyright term by 20 years. Including such terms in the USMCA also locks the United States into long copyright terms that keep classic literary and artistic works of cultural importance under the monopoly control of Hollywood and recording and publishing giants. Any IPEF or future U.S. trade agreement must break from past pacts’ tendency to shift the balance of interests towards more protection of and less access to copyright protected works. In particular, developing countries need a balanced copyright system that reflects local realities and promotes access to knowledge and education. Thus, for instance, to the extent any U.S. trade pact includes copyright terms, it also must include terms that provide

the flexibilities afforded by the U.S. fair use principle. As well, any such terms in IPEF must include explicit exceptions for educational uses, libraries and archives. Future U.S. trade agreements must also exclude provisions requiring the protection of “trade secrets” with respect to products that pose threats to public health, safety or the environment.

c) No Terms Undermining Food Security

The IPEF must exclude any terms undermining efforts to achieve food security and alleviate hunger. IPEF negotiators must respect the ability of governments to implement programs that ensure farmers and other food workers receive fair compensation, and that consumers have access to safe and affordable foods and the right to know where and under what conditions their food is produced. Likewise, nations must be able to protect themselves from dumping, land grabs and other unfair trade practices that force farmers off their land. The IPEF’s agriculture terms must be designed with the goal of achieving balanced trade that supports fair and sustainable rural economies and food supplies. All nations must have the right to democratically establish domestic farm policies that ensure that farmers are paid fairly for their crops and livestock, and other farm and food policies that protect farmers and consumers such as inventory management, strategic food reserves and import surge protections, and other mechanisms to protect the right of each country to prevent dumping of agricultural commodities at below the cost of production.

Conclusion

It is Public Citizen’s view that negotiating a traditional U.S. FTA in the Indo-Pacific is an idea with catastrophic policy and political repercussions. These comments describe the limited-scope pact that has the best chance of promoting President Biden’s worker-centered approach to trade that will complement the administration’s efforts to build a more resilient economy. Public Citizen will closely monitor the negotiations and outcomes. We will ensure the public is apprised of how terms of a potential IPEF will affect peoples’ jobs, health and safety and the environment. We will fight fiercely to sustain the improvements for which we have long advocated that were included in the USMCA and to promote the critical improvements that remain to be made so that any new U.S. trade agreement actually benefits most people, rather than replicating past failed trade-pact models that have benefited large commercial interests to the detriment of most.

Simply put, for a prospective IPEF to succeed in terms of policy or politics, it cannot merely mirror past U.S. agreements. If there is to be an IPEF that can enjoy broad support, it must build from the floor set by the final, approved USMCA and meet the additional criteria described in these comments.

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