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Remaking the multilateral rules-based trade system: The plurilateral gameplan at MC14

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The headline item on the agenda for the World Trade Organization's 14th Ministerial Conference (MC14) in Yaoundé, Cameroon, in late March[1] is the "reform" of the WTO. It is framed in ways that have been promoted by the United States (US),[2] the European Union (EU)[3] and other, mainly developed country Members, with support from the WTO Director-General (DG) and her appointed facilitator, the Ambassador of Norway to the WTO. If these reforms succeed, they will fundamentally erode the voice and interests of the Global South through the proliferation of plurilateral agreements.

The very first substantive "reform" item on the agenda is "decision-making". That is code for one of two concrete deliverables being sought from the Ministerial: to legitimise the de facto replacement of multilateralism as the founding principle of the WTO by the practice of plurilateralism.[4] Normalising the agenda-setting, processes for and adoption of negotiations via plurilaterals would see consensus decision-making give way to rule-making by power blocs. Development objectives and priorities of developing countries would be subordinated to self-interested "new issues" of the Organization's more powerful Members.

The proponents of plurilateralism have demonised countries that have objected to this process as "blockers" for insisting that Members comply with the rules of the WTO's foundational Marrakesh Agreement and its various annexes. That is deeply ironic given that the US, the EU and the "Friends of the System", among others, have persistently "blocked" mandated negotiations and other responsibilities for more than a decade.[5]

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The strategy

The strategy to promote plurilateralism dates back to before MC11 in Buenos Aires in 2017. Influential commentators on the sidelines had spent several years preparing the ground with talk of plurilateral agreements.[6] A number of clearly coordinated Joint Ministerial Statements[7] at MC11 foreshadowed the plurilateral negotiation of several new agreements, hence the descriptor "Joint Statement Initiatives" (JSIs).

Australian officials explained the strategy to their parliamentary committee on treaties as it considered the first of these plurilaterals to conclude, on the domestic regulation of services:[8]

> "JSIs have been called 'critical mass' initiatives, whereby if a sufficient proportion of WTO Members decide to be bound by their terms, these initiatives have the potential to become new de facto trade rules – that is, over time, the plurilateral process would be multilateralised, though this would occur outside the WTO rules for the negotiation of multilateral agreements. Because they do not require consensus from WTO Members, JSIs are seen by many governments as a way progress can be made in WTO negotiations on trade liberalisation and rulemaking. … During the hearing, DFAT [Australia's Department of Foreign Affairs and Trade] states JSIs would have a 'demonstrative effect' which would be a 'really useful thing for the WTO'."[9]

The parliamentary committee's report explicitly recognised the negative implications of the JSI strategy for developing countries' ability to infuence the negotiating agenda, and implicitly acknowledged that it was creating divisions among them:

> "In essence, JSIs remove some of the leverage developing countries had to resist negotiation on significant new issues until the development mandate of the Doha Round had been realised. However, not all developing countries are opposed to the JSI process and many have participated in negotiations, including in the JI-SDR [Joint Initiative on Services Domestic Regulation]."[10]

Systemic implications

Since 2017, India and South Africa, with some other developing country Members, have consistently challenged the systemic implications of this strategy to rewrite the WTO rulebook through the backdoor of plurilateral negotiations and run roughshod over the Marrakesh Agreement itself.[11] These arguments were summarised most recently by India at the WTO General Council meeting in December 2025.[12] In summary, JSIs:

- undermine the foundations of multilateralism that treat all states as equal;
- breach the deal, and trade-offs, that developing countries and least-developed countries (LDCs) agreed to during the Uruguay Round as the foundations for the WTO;
- reintroduce the fragmentation under the General Agreement on Tariffs and Trade (GATT) which the Marrakesh Agreement aimed to end;
- signal an end to comprehensive negotiating rounds, which removes leverage for developing and least-developed countries to advance their priorities as part of trade-offs in a single undertaking;
- license rule-making by self-selecting groups of Members on a potentially limitless range of matters that extend beyond genuine trade issues;
- empower more powerful rule-makers to cherry-pick priority topics and eschew topics they consider to be adverse to their interests;
- relegate smaller and poorer states to the status of rule-takers, which will deepen existing asymmetries in the WTO;
- further divide developing countries, when some larger developing countries can benefit from a plurilateral that is detrimental to LDCs, small vulnerable economies (SVEs) and small island developing states (SIDS);

- internalise the risk of superpower conflicts playing out through competing plurilaterals which force other Members to take sides;
- open the door directly to more external power plays, bullying and bribery, including requiring Members to participate in or adopt plurilaterals as part of bilateral agreements;[13]
- reduce mandated institutional arrangements and procedural rules to discretionary compliance by allowing some Members to override existing mandates; undermine, bypass and/or sideline existing mandated bodies; and bypass rules on amendments and interpretation;
- place additional and competing demands on WTO Secretariat resources and priorities.

The precedents

Three JSIs instigated at MC11 have been pursued by a sub-group of Members, despite having no formal mandates and in parallel to existing mandated processes. They have been supported logistically and through the budget of the Director-General and the Secretariat with no formal authorisation.

JSI on domestic regulation of services

The first JSI to conclude was on the domestic regulation of services. These negotiations bypassed the multilateral Working Party on Domestic Regulation that is mandated under the General Agreement on Trade in Services (GATS) to decide what, if any, disciplines on regulation of services are necessary, pursuant to GATS Article VI.4.

The JSI negotiations resulted in new generic rules on trade in services that should have been adopted as new "general obligations and disciplines" by amending the GATS under Article X of the Marrakesh Agreement or as an Annex 4 agreement, both of which require consensus. Instead, the final text was described as a "reference paper" and adopted as an addition to participating Members' GATS sectoral schedules. As the Australian parliamentary committee's report explained:

> "The JI-SDR essentially avoids the need for a consensus decision of WTO Members in two ways. First, although the JI-SDR is called a plurilateral agreement, it is not a plurilateral agreement within the WTO Agreement. The JI-SDR is not being incorporated into the WTO Agreement under Annex 4 (requiring a consensus decision by the Ministerial Conference), which would formalise its status in the WTO framework of rules. Rather, the JI-SDR essentially 'comes into force' for members through the scheduling provisions in the GATS – Members unilaterally bind themselves to the rules in the 'Reference Paper' as 'additional commitments'. …
>
> "Second, article VI(4) of the GATS does provide for further general rules like those contained in the Reference Paper to be negotiated as part of the general obligations and disciplines provisions in Part II of the GATS. This is to occur through the Council for Trade in Services and bodies it may establish. Any such amendment to the general obligations and disciplines in Part II of the GATS would essentially be a change to the WTO Agreement [and] require formal amendment under article X of the WTO Agreement.
>
> "DFAT confirmed the JI-SDR had been negotiated separately from the Council for Trade in Services, and ... would be unilaterally incorporated by Members through the scheduling provisions in Part III of the GATS, rather than the general obligations and disciplines provisions in Part II."[14]

Australian officials also expressed "our strong view ... that there is a very low risk of successful challenge" to adopting the plurilateral by amending schedules.[15] That is because the formal WTO process for the certification of amended schedules does not anticipate its misuse to adopt new agreement-wide disciplines. Ultimately, the only remedy is through arbitration, whose narrow terms of reference exclude consideration of systemic matters.[16]

As a matter of principle, South Africa and India objected to the systemic implications of bypassing the multilaterally agreed bodies and amendment procedures to the GATS. Faced with a *fait accompli*, they secured non-binding side-letters from most signatories that this did not create a precedent. However, Australia declined to provide a letter. In the resulting arbitration with India, the panel predictably rejected jurisdiction on those fundamental systemic issues.

This JSI sets a problematic precedent. The truncated process for certification and the narrow terms of reference for arbitration mean there are no constraints on the scope or content of the disciplines that might be adopted in this manner – unless the S/L/84 and S/L/80 certification documents are amended, which would require consensus! However, this strategy only works where the plurilateral agreement is capable of being adopted under either the GATT or the GATS by modifying Members' schedules, although a plurilateral with several pillars could potentially be split between them.

JSI on investment facilitation

The second JSI to be concluded, on "investment facilitation", shows the potential to expand the WTO agenda beyond trade-related matters, even to subjects that Members by consensus have decided are not to be negotiated. Adoption of the "Investment Facilitation for Development" agreement as an Annex 4 plurilateral agreement has been accorded a priority place on the MC14 agenda, following the broad reform discussions. That reflects its critical importance as an entry point for plurilaterals more generally.

There is a long history of WTO Members, including a large number of developing countries, rejecting a mandate on investment.[17] However, unlike the other JSIs, this agreement was depicted as a development initiative that was promoted by developing countries. It is true that China and Brazil were early initiators. In 2015 Brazil launched a new model Cooperation and Facilitation Investment Agreement that promoted cooperation and facilitation as an alternative to bilateral investment treaties and investor-state dispute settlement (ISDS). As G20 chair in 2016, China established a working group on trade and investment and became the spokesperson for the "Friends of Investment Facilitation for Development". The facilitation focus would support China's Belt and Road Initiative, and complement investment agreements or contracts that include investor protections and investment arbitration. However, the EU, Australia, Japan, Canada and prominent individuals and think-tanks were influential behind the scenes.

Negotiations were formally launched in September 2020. They were coordinated by South Korea and Chile, but strongly driven by China. The text was concluded in July 2023.[18] It was formally announced and released at MC13 in February 2024, where a draft ministerial decision to adopt it was however rejected.[19] Since then, proponents have unsuccessfully sought its adoption by the General Council as an Annex 4 plurilateral, most recently in December 2025. India tabled a paper reiterating the systemic reasons for its opposition, discussed above.[20] South Africa stated that it would no longer oppose, but was not joining, the agreement. This has left India isolated in raising the systemic concerns.

If the agreement is adopted as an Annex 4 agreement, signatories would undertake their domestic procedures for acceptance. It would enter into force following notification to the DG by 75 Members. As of January 2026, there were 128 signatories, 91 being developing countries, including 27 LDCs. That reflects, in part, concerted pressure on developing countries, especially from China, which will continue to MC14.

These are the main rules-based concerns regarding the investment facilitation agreement, in addition to the broader systemic objections:

- Developing country proposals were sidelined during negotiations.
- There is broad application to "measures" "relating to" "investment activities" at all levels of government for the entire investment cycle.

- There is no definition of "investment", so it could apply to land, resources, assets, shares and intellectual property rights.
- There is no balancing of policy space.
- Exceptions are very limited, including for security and balance of payments.
- There is no exception for taxation measures.
- Restrictions on licensing and authorisation fees mean significant revenue would be lost.
- There are no obligations on home states and language on investor responsibility is weak.
- Attempts to prevent cross-application of the JSI to bilateral investment treaties and ISDS would be ineffective unless those agreements are also amended.
- Special and differential treatment (S&DT) involves individualised notification and capacity.
- S&DT is reduced to transition periods to adopt rules already implemented by developed countries, and is thus asymmetrical in their favour.
- Transition periods follow the Trade Facilitation Agreement (TFA) model which assessments show has been problematic, especially for LDCs.
- Complex procedural notifications have narrow initial timelines, some applying at the time of entry into force.
- Support funding is to be provided on donors' terms with no guarantee, which risks repeating the TFA issues.
- Needs assessments to form the basis for phase-in periods and technical assistance and capacity-building (TACB) support are skewed towards adoption of the JSI.

The development dividend that signatory countries are supposed to receive from incurring obligations under the agreement is an influx of foreign investment. A commonly cited figure is from a study funded by the German Federal Ministry for Economic Cooperation and Development.[21] Using Computable General Equilibrium (CGE) simulation modelling, it reported possible gains of 0.63–1.73% to global welfare from improvements induced by the agreement, which could increase global GDP by 1%. The more parties, the greater the estimated gains, especially to low- and middle-income countries in Africa.

But the CGE model ignores the major factors that influence investment decisions and which are external to the investment facilitation agreement. These factors include distance and geography; national and regional market size; transport, energy and digital infrastructure; economic and political stability; people resources and skill base; and vulnerability to the climate crisis. The modelling is also agnostic about the quality of investment, whether it centres on extraction or value-added industrialisation, and its location in the value chain. Nor does it recognise the potential for other WTO agreements to undermine potential benefits from investment, including TRIMs constraints on requirements for local content and technology transfer, as well as TRIPS on intellectual property rights.

Finally, it fails to recognise legal, political and regulatory factors that governments need to consider, such as constitutional obligations, other international obligations, social/environmental/cultural imperatives, Indigenous peoples' rights over resources, and domestic democratic processes.

JSI on electronic commerce

The third JSI, which is also on the MC14 agenda for adoption under Annex 4, is on electronic commerce. Counter-intuitively, given the final version omits a number of controversial provisions, it may set the most dangerous systemic precedent and undermine a key decision on the moratorium on customs duties on e-transmissions that needs to be taken at MC14.

The final version of the JSI e-commerce consolidated text, released in July 2024,[22] is very different from what was intended in 2017. The original negotiations drew heavily on a US template for electronic commerce/digital trade chapters that was first adopted in the Trans-Pacific Partnership Agreement (TPPA) and based on the US tech industry's wishlist.[23] Australia, Japan and Singapore, the co-convenors of the JSI, were

enthusiastic parties to the TPPA and have spearheaded the evolution of the e-commerce rules alongside the US. Key elements of that template were:

- a permanent moratorium on customs duties on electronic transmissions, including content;
- no restrictions on cross-border data flows and no localisation requirements, with minimal exceptions;
- protections for source code and algorithms against requirements for disclosure;
- no liability for third-party content;
- non-discrimination, including no local-content or local-product requirements.

A number of WTO Members had proposed a similar version to the TPPA in the plurilateral Trade in Services Agreement (TiSA) negotiations that were launched in 2013 on the margins of the WTO. Participation was selective and the US excluded China. By 2017 TiSA had failed, due in part to US/EU disagreement over privacy protections on e-commerce. Since then, there have been mounting concerns that binding digital trade rules unduly constrain the ability of governments to regulate and tax the rapidly expanding, oligopolistic and increasingly powerful digital industry. This has been reflected in national regulations and regional instruments tailored to address broad-based needs and concerns.

Similar debates in the US saw the Biden administration withdraw its core provisions on data flows and software from the WTO JSI in 2024. Those provisions were omitted from the "consolidated" – not consensus – JSI text prepared by the co-convenors in December 2023 before MC13.

The final version in July 2024 largely centres on the more transactional e-commerce provisions. This is portrayed as a first tranche of a fuller plurilateral e-commerce agreement, allowing for future negotiations that revisit those issues. The current text lacks a number of protections proposed by developing countries, on the basis that it does not include data, software and local-content provisions. That is disingenuous, as the text still includes EU-related privacy and other data-related provisions. Moreover, stronger protections will be essential if the current scope is later expanded, but it will be extremely difficult to alter the limited exceptions that have been adopted.

It seems unlikely the US will rejoin this JSI. It can and has achieved its objectives through coercive bilateral arrangements, while retaining flexibility for itself. In particular, the JSI text imports the limited security exception from the GATT and GATS and not, as the US demanded, a fully self-judging security exception.

So why is the JSI so toxic? There are two reasons. First, as the US has said, a permanent moratorium on customs duties on electronic transmissions, including the content of such transmisions, is the principal dividend that developed countries expect from MC14. Parties who adopt the JSI would be required to make the current temporary moratorium, which some argue does not include content, permanent on an MFN basis. That would override the compromise Ministerial Decision from MC13 that extended the moratorium to MC14, when it would expire.

A number of the WTO Members, mainly developing countries, who initially put their name to the negotiations have withdrawn due to this provision. While its adoption as an Annex 4 agreement would not bind them, it would skew decision-making on the future of the moratorium at MC14 and beyond. So will the standard demand from the US in its coercive bilateral tariff agreements that the other party commit to support that position. Those parties include strong critics of the moratorium, such as Indonesia.[24] Further, the move would devalue and cast a dark cloud of uncertainty over any formal decisions of ministers at a Ministerial.

Whether this JSI is adopted under Annex 4 is systemically important for another reason. This is another standalone item on the MC14 agenda, but comes later than investment facilitation and so may depend on the outcome on the latter. However, there are fewer endorsements for this agreement and consensus is not a foregone conclusion even if the investment facilitation agreement was adopted.

Rejection at MC14 would signal ongoing problems for future acceptance of the e-commerce JSI. It does not lend itself to adoption via schedules, in the way the JSI on services domestic regulation was incorporated to the GATS. If they do not get consensus at MC14, it appears that the co-convenors intend to announce its adoption as a plurilateral agreement among a subset of WTO Members, with entry into force after domestic ratification. According to a draft resolution at the European Parliament, the co-convenors propose "to continue the implementation of the e-commerce Joint Statement Initiative outside the WTO framework, without its incorporation into the WTO's general architecture at this stage".[25]

This approach would require amendment to the current JSI text, which provides for the WTO Secretariat to service the agreement and the Director-General to receive notifications of acceptance. Having the Secretariat continue to play that role would be totally improper, which reinforces the need for developing countries to secure enhanced transparency and reporting on non-budgeted activities and a General Council decision prohibiting the Secretariat from servicing non-WTO negotiations and agreements. A non-WTO agreement would also be unable to access the WTO's dispute settlement mechanism and would have limited recourse to remedies.

As with TiSA,[26] it is unclear how this agreement would be inserted in the WTO at a later stage, aside from wearing the opponents down. More than either of the other JSIs, this approach of "plurilateralism by doing" would directly confront the Marrakesh Agreement rules and defy the operation of consensus at the WTO.

Plurilateral scenarios for Yaoundé

As noted, the first agenda item for MC14, on decision-making, seeks to erode consensus decision-making and is intended to legitimise the shift to plurilateralism. The following are four credible scenarios that Members may face in Yaoundé:

(i) Securing a mandate to work on plurilaterals in Geneva. This is likely to be conducted through a new body, not an existing council, and a facilitator who will report to the General Council – or to an executive body established to oversee the reform. This process would raise a number of critical questions, including:

- the terms of reference and scope of the work;
- compliance with the Marrakesh Agreement principles, rules, procedures and bodies;
- the selection, conduct and accountability of the facilitator;
- the process and the mode of participation by Members;
- whether new plurilaterals can be initiated and/or concluded before that process has been completed;
- how institutional and budgetary support for plurilaterals would be addressed;
- whether there would be changes to the treatment of plurilaterals under the Dispute Settlement Understanding and what that would mean given the paralysis in the dispute settlement system; and
- whether the adoption of outcomes from this work is itself subject to consensus decisions at the General Council or at MC15.

(ii) Adoption of the investment facilitation JSI as an Annex 4 plurilateral, which is a standalone item on the MC14 agenda. That requires consensus of Members. A decision to adopt this JSI at MC13 was rejected. Since then, its adoption has been sought repeatedly at the General Council and there has remained no consensus. As explained above, India tabled a detailed explanation for its rejection at the last General Council meeting in December 2025. South Africa has abandoned its objection. The US will not join, but does not oppose its adoption. There is intense pressure on developing country Members to accept the agreement at MC14. If that succeeds, this will create the first precedent for an Annex 4 agreement under the WTO and open the door to further plurilaterals.

(iii) Adoption of the JSI on electronic commerce as an Annex 4 plurilateral or, if that fails, a Joint Ministerial Statement that the signatories are adopting it as a plurilateral agreement between themselves. The issues and implications have been explained above.

(iv) Joint Ministerial Statements could announce new plurilateral talks, relying on the proponents' argument that consensus is not required to mandate negotiations. Potential subjects might be:

- ***An environment agreement.*** Discussions in the Council for Trade in Services Special Session have been promoting this. Documents reference in particular the Agreement on Climate Change Trade and Sustainability (ACCTS) which, contrary to its title, is not a genuine attempt to impose effective disciplines on trade-related causes of the climate crisis, but is primarily a vehicle for the liberalisation of trade in a very long list of "environment-related" goods and services. That would constitute a de facto new, but selective, round of goods and services negotiations.[27] The scope would likely exclude priorities for developing countries, such as Mode 4 in services and technology transfer, while skewing disciplines to advance the proponents' commercial interests but carefully quarantining sectors and measures they want to protect. This plurilateral could be adopted through GATT and GATS schedules.

- ***State-owned enterprises.*** The US, the EU and others are demanding to "level the playing field". This is primarily, but not only, targeted at China and seeks to reduce the role of the state that is blamed for anti-competitive practices and markets. State-owned enterprises (SOEs) have often been mentioned. The US began developing strong disciplines on SOEs in the early 2000s. Chapter 17 of the Trans-Pacific Partnership Agreement[28] has extensive disciplines, but at US insistance does not apply to sub-federal entities or the enterprises it assumed partial ownership of following the global financial crisis. Other free trade agreements have adopted similar rules, but all have allowed some retention of policy space through schedules. It would be consistent with the "reform" agenda on "levelling the playing field" for plurilateral negotiations on SOEs to be launched at MC14.

- ***Supply chains and critical minerals.*** Supply chains are a related aspect of the "level playing field" argument, again targeting China. Perhaps the most advanced version is the "supply chains" and "clean economy" pillars of the Indo-Pacific Economic Framework, which established a work programme and intergovernmental dialogue on critical minerals.[29] More recently, the Trump administration has targeted critical minerals in its bilateral tariff-driven deals and recently announced plans for a preferential trade zone for critical minerals.[30] These moves suggest the US, at least, is likely to prefer the leverage it gets through coercive tariffs to a plurilateral negotiation that may involve compromises. Nevertheless, the subject may have appeal to other states.

These options are largely directed at China. It is unclear if China has its own list, or whether it might initiate rival negotiations on the same topics.

Scenarios for Geneva process

If approved at MC14, the work plan to normalise plurilaterals in the WTO will continue back in Geneva. The pattern established in the lead-up to MC14, where facilitators seek to steer the process to predetermined outcomes, is at risk of being repeated in Geneva unless there is strenous collective resistance from developing countries.

One credible response would be to insist that agreed "guardrails" be developed prior to any decisions on the adoption of plurilaterals. This would occur as part of the "reform work programme" back in Geneva after MC14.

Proponents have increasingly made references to "guardrails". However, there is currently no suggestion that they should apply to the JSIs that are on the agenda for MC14 or that there should be a moratorium on the launch of any new plurilaterals pending the completion of such work. These need to be prerequisites before any consideration of guardrails that can assuage concerns about the proliferation of plurilaterals.

There would be real danger in seeking to develop positions on the substance or content of such guardrails before or at MC14. There needs to be prior commitment to underlying principles and agreed foundations, followed by an informed in-depth conversation.

A set of underlying principles need to be clearly specified to ensure that the Geneva-based process is consistent with the WTO's fundamental constitutional principles set out in the Marrakesh Agreement. These are:

(i) The primacy of multilateralism and the exceptionalism of plurilaterals is affirmed.
(ii) Only genuinely "trade-related" subjects are considered based on clear definitional criteria and existing mandates are not overridden.
(iii) To ensure consistency with the Marrakesh Agreement, the initiation and conclusion of plurilateral negotiations must be authorised by consensus.
(iv) The development acquis of the WTO remains central to any plurilateral initiatives by way of genuine development-focused commitments, obligations and flexibilities.
(v) Any allocations of WTO Secretariat support, budget and other resources are fully transparent and approved through the formal institutional processes.

In terms of process, it would need to be agreed at MC14 that:

- the current JSIs are not submitted for adoption by the WTO Members until guardrails have been agreed and written into these agreements (without prejudice to other necessary amendments);
- no new plurilateral negotiations are launched until the guardrails have been developed and agreed;
- the guardrails would be adopted by consensus;
- they would be recognised as binding by proponents and participants in plurilaterals; and
- clear independent processes would be established for assessment of compliance and disallowance of non-compliance.

These agreed principles and ground rules on process would provide guidance for work to be conducted in Geneva. Without them, the process of "reform by doing" will continue to be driven by major powers and marginalise developing countries' voices and interests within the WTO.

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Notes

1 WTO Trade Negotiations Committee, "Revised Road to Yaoundé MC14. Possible Modalities, Substance and Way Forward", Addendum. Draft Schedule of MC14 Sessions, Communication from the Director-General and the Chairperson of the Trade Negotiations Committee, JOB/TNC/127/Rev.2/Add.1, 19 January 2026.

2 WTO General Council, "On WTO Reform", Communication from the United States, WT/GC/W/984, 15 December 2025.

3 WTO General Council, "EU Submission on WTO Reform", Communication from the European Union, WT/GC/W/986, 21 January 2026.

4 The second deliverable is the extension of the temporary moratorium on customs duties on electronic transmissions, or making it permanent.

5 See Jane Kelsey and Abhijit Das, "The Real Blockers of the WTO System", Third World Network Briefing Paper, January 2026.

6 E.g., Peter Draper and Memory Dube, "Plurilaterals and the Multilateral Trading System", E15 Expert Group on Regional Trade Agreements and Plurilateral Approaches, December 2013; Stuart Harbinson and Bart De Meester, "A 21st century work program for the multilateral trading system. Analysis of WTO-consistent approaches to plurilateral and non-MFN trade agreements", National Foreign Trade Council, 2012; Rudolf Adlung and Hamid Mamdouh, "Plurilateral Trade Agreements: An Escape Route for the WTO?", *Journal of World Trade*, 52(1) (2018), 85–112.

7 WTO Ministerial Conference, "Joint Statement on Investment Facilitation for Development", WT/MIN(17)/59, 13 December 2017; WTO Ministerial Conference, "Joint Statement on Electronic Commerce", WT/MIN(17)/60, 13 December 2017; WTO Ministerial Conference, "Joint Statement on Services Domestic Regulation", WT/MIN(17)/61, 13 December 2017.

8 Joint Standing Committee on Treaties, Parliament of the Commonwealth of Australia, *Joint Initiative on Services Domestic Regulation*, Report #205, February 2023, at [2.27]–[2.43].

9 Ibid., at [2.28] and [2.42].

[10] Ibid., at [2.31].

[11] E.g., WTO General Council, "The legal status of 'joint statement initiatives' and their negotiated outcomes", Communication from South Africa, India and Namibia, WT/GC/W/819, 19 February 2021. The legal arguments are set out in Jane Kelsey, "The Illegitimacy of Joint Statement Initiatives and Their Systemic Implications for the WTO", *Journal of International Economic Law*, 25(1) (2022), 2.

[12] WTO General Council, "Concerns on the Proposal Seeking Incorporation of the 'Investment Facilitation for Development' into Annex 4 of the WTO Agreement", Communication from India, WT/GC/W/982, 9 December 2025. The proponents of the Investment Facilitation for Development agreement have since tabled yet another counter-argument: WTO General Council, "Investment Facilitation for Development Agreement. Considerations Regarding the Proposal to Incorporate Investment Facilitation for Development Agreement into Annex 4 of the WTO Agreement", Communication from Chile, the Republic of Korea, Cambodia, Cameroon and the European Union, The co-Coordinators and co-Facilitators of the Investment Facilitation for Development Agreement, WT/GC/W/990, 19 February 2026. This repeats earlier arguments that have been largely addressed by India's previous papers and in Kelsey, ibid., and reinforces the concern of this current paper over the intention to normalise and expand the use of plurilateral agreements in the WTO. Significantly, unlike previous communications, it is not presented on behalf of all the signatories of the Investment Facilitation for Development agreement, only the co-Coordinators and co-Facilitators, which may imply differences of opinion on the interpretations it presents.

[13] For example, the US has required the adoption of one or more JSIs under its tariff-induced Reciprocal Trade Agreements. See the Agreement between the United States of America and the Kingdom of Cambodia on Reciprocal Trade, 26 October 2025, Annex 1, Article 1.15; Agreement between the United States of America and the Republic of Indonesia on Reciprocal Trade, 19 February 2026, Annex III, Article 2.30.3.

[14] Joint Standing Committee on Treaties, Parliament of the Commonwealth of Australia, *Joint Initiative on Services Domestic Regulation*, Report #205, February 2023, at [2.12]–[2.15].

[15] Ibid., at [2.40].

[16] WTO Council for Trade in Services, "Procedures for the Certification of Rectifications or Improvements to Schedules of Specific Commitments", S/L/84, 18 April 2000; WTO Council for Trade in Services, "Procedures for the Implementation of Article XXI of the General Agreement on Trade in Services (GATS)", S/L/80, 29 October 1999.

[17] Proposals to include investment during the Uruguay Round were rejected, with "trade-related investment measures" (TRIMs) and GATS Mode 3 included as compromises. Investment was one of the four "Singapore issues" rejected at MC1 in Singapore in 1996, where instead a working group on trade and investment was established. Parallel negotiations on a Multilateral Agreement on Investment at the Organisation for Economic Cooperation and Development (OECD) collapsed in 1998. Proposals at MC3 in Seattle in 1999 to include investment in a Millennium Round collapsed. MC4 in Doha in 2001 deferred to MC5 a decision on investment, to be based on explicit consensus. There was no consensus at MC5 in Cancun in 2003. The July 2004 Framework stated explicitly that the relationship of trade and investment was not part of the Doha Work Programme and there would be no work towards negotiations during the Doha Round. MC10 at Nairobi in 2015 said any decision to launch multilateral negotiations required all Members to agree.

[18] "Negotiations on Investment Facilitation for Development. Investment Facilitation for Development Agreement", INF/IFD/RD/136, 6 July 2023.

[19] WTO Ministerial Conference, "Draft Ministerial Decision on Adding the Investment Facilitation for Development Agreement to Annex 4 of the WTO Agreement", Communication from the Members parties to the Investment Facilitation for Development Agreement, WT/MIN(24)/W/25, 29 February 2024.

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