FROM MARKET ACCESS TO SUBSTANTIVE EQUALITY: SOCIAL REPRODUCTION AND HUMAN RIGHTS IN ASEAN-RELATED FREE TRADE AGREEMENTS

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Abstract: Free trade agreements (FTAs) are rarely analysed as human-rights-relevant instruments. This article examines selected ASEAN-related FTAs through Fredman's four-dimensional substantive equality framework: redressing disadvantage, countering stereotyping, enhancing participation and enabling structural change. Social reproduction theory specifies why care, dependency and social protection matter for rights enjoyment. Using comparative doctrinal analysis of six treaty cases, contextualised by an archived inventory of 126 initiatives, the article finds social protection and gender provisions alongside uneven institutional responsibility and follow-up. It proposes equality-oriented design principles for trade governance, distinguishing existing cooperation powers from reforms requiring agreement and making no claims about observed welfare outcomes.

Keywords: Human rights, Substantive equality, Free trade agreements, Social reproduction, Social protection, ASEAN, Just transition.

1. INTRODUCTION

Free trade agreements (FTAs) are normally read through the grammar of market access. They reduce tariffs, discipline non-tariff measures, organise customs cooperation, regulate services, investment, e-commerce and procurement, and create committees for implementation. That description is accurate, but incomplete. FTAs also shape the material and institutional conditions under which human rights are enjoyed. Their provisions can affect access to work, social security, public services, health-related regulation, labour inspection, environmental transition, stakeholder participation and the allocation of adjustment costs between states, firms, households and communities (International Covenant on Economic, Social and Cultural Rights, 1966, arts. 2(1), 6-7, 9, 11-12; De Schutter, 2011, appendix, paras. 2.1-2.5). This article argues that ASEAN-related FTAs should be analysed as human-rights-relevant legal instruments. The claim is not that trade agreements are human rights treaties, nor that they can substitute for domestic labour, welfare, health or family law. Trade agreements are part of the legal infrastructure through which markets are organised; by deciding which interests are legally visible, which commitments are enforceable, which actors receive institutional voice and which regulatory

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purposes are protected, they help to structure the conditions of rights enjoyment. Where treaty provisions facilitate market participation while leaving care responsibilities and social protection gaps to domestic institutions, a human rights analysis should examine how responsibility for those conditions is allocated.

The Association of Southeast Asian Nations (ASEAN) context is a particularly useful site for testing this argument. ASEAN economies are integrated through regional production networks, cross-border supply chains, services liberalisation, inward investment and increasingly digital trade. At the same time, the social foundations of market participation remain uneven. ASEAN's Comprehensive Framework on Care Economy recognises care as a concern crossing its institutional pillars, providing a regional basis for examining these connections (Association of Southeast Asian Nations, 2021, paras. 8, 35-39). ASEAN also changed institutionally in 2025, when Timor-Leste became the eleventh member state; however, most agreements examined in this article were negotiated in the earlier ASEAN-10 architecture and are treated accordingly (Association of Southeast Asian Nations, 2025a, paras. 1, 2 and 5). Its overlapping regional and external trade agreements take different approaches to labour, social protection and participation. By comparing ASEAN-led agreements with the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the European Union (EU) agreements with Singapore and Viet Nam, this article examines how different treaty designs allocate responsibility for the social conditions that support market participation. The analysis focuses on selected treaty texts and does not assume a uniform welfare model across ASEAN member states[2].

The article's research question is: how do selected ASEAN and ASEAN-member FTAs recognise, institutionalise or ignore the social reproductive conditions of human rights enjoyment? Social reproduction is used here to identify the care, dependency, household labour, bodily maintenance and directly connected social protection and ecological conditions that make economic participation possible. A person can be formally included in a market and still be unable to enjoy rights on equal terms. A woman worker can be offered export-sector employment while lacking childcare, safe transport, predictable hours, maternity protection or social insurance. A micro-enterprise can be promised digital access while lacking finance, standards support and time free from unpaid care. A small producer can be exposed to sustainability standards without transition finance or institutional voice. These hypothetical examples show why market access alone cannot establish equal rights enjoyment; their occurrence or connection to an FTA would require empirical evidence. Thus, the article makes four contributions. First, it applies an established substantive equality framework to trade-agreement design. In doing so, it extends a line of inquiry already visible in previous research, where trade has been examined in relation to human rights consistency and external economic power (Jiménez Sánchez, 2021, pp. 245-249), economic and social rights have been connected with human dignity (Aguiar Ribeiro Do Nascimento, 2018, pp. 57; Zhussipbek, 2025, pp. 3-5), and indicators have been treated as institutional tools for improving business and human rights accountability (Avellaneda-San-

[2] Timor-Leste is noted as a current ASEAN member; the selected treaty texts are analysed according to the parties and versions identified in the source register.

Antonio, 2023, pp. 5-6 and 9-11). Secondly, it uses feminist social reproduction theory to specify what a substantive equality analysis of trade must look for in treaty design. Thirdly, it uses an archived inventory of ASEAN and ASEAN-member FTA initiatives to contextualise a provision-based comparison of six selected treaty cases. Fourthly, it proposes equality-oriented design principles for future trade governance.

The method is comparative doctrinal analysis informed by feminist socio-legal theory. The contextual inventory is the Asian Development Bank's Asia Regional Integration Center (ARIC) Regional Initiatives list of 126 ASEAN-related FTA initiatives; the legal comparison uses the selected official treaty texts identified in Section 4 (Asian Development Bank, 2026, Regional Initiatives list, entries 1-126; World Trade Organization, 2026a, RTA database). The article does not claim that an FTA has caused a specific empirical labour or household outcome. Its claim is a legal-design claim: the architecture of treaty visibility, legal force, institutional responsibility, participation and policy space shapes what states and treaty institutions understand as trade-relevant human rights concerns. Sections 2 and 3 establish the human rights-based and theoretical foundations. Sections 4 and 5 distinguish the method and contextual inventory from the treaty findings in Section 6. Section 7 explains what social reproduction adds to those findings; Section 8 develops the resulting design principles, and Section 9 concludes.

2. FROM TRADE EFFECTS TO RIGHTS CONDITIONS

This article uses the phrase 'rights conditions' to describe the circumstances of rights enjoyment. Rights conditions are the legal, institutional and material circumstances through which human rights are enjoyed. They include labour rights, social protection, care infrastructure, access to finance and technology, civil society participation, environmental resilience and policy space for public services. A trade agreement need not regulate all these directly. Where treaty implementation affects these conditions, the allocation of responsibility among treaty institutions, states and households merits examination alongside domestic protections. Scholarship on the right to health likewise treats social determinants and public health systems as part of the rights environment, rather than as background welfare policy alone (Lema Añón, 2021, pp. 222).

Human rights analysis of trade agreements includes the question whether trade liberalisation helps or harms human rights outcomes (Jiménez Sánchez, 2021, pp. 245-249). That question is necessary, but it is too narrow if it is asked only after a treaty has fixed the categories of legal relevance. A rights-based analysis must also ask how the treaty is designed: which interests are made visible, which obligations are enforceable, which actors have institutional voice, and which regulatory purposes are treated as legitimate. Jiménez Sánchez's analysis of EU trade and human rights demonstrates that trade policy cannot be detached from the values and obligations that legal orders claim to uphold (Jiménez Sánchez, 2021, pp. 245-249). This article extends that insight to ASEAN-related agreements by examining whether treaty design translates, dilutes or ignores human rights concerns.

The way these concerns enter treaty design depends in part on how authority over trade policy is organised. The EU context discussed by Jiménez Sánchez (2021, pp. 245–249) offers one illustration: authority over the customs union and common commercial policy is allocated

exclusively to the Union, subject to the Treaty's division of powers (European Union, 2016, arts. 3(1)(a), 3(1)(e) and 207(6)). Applying this institutional perspective to the ASEAN-related agreements examined here directs attention to the roles of member states and regional institutions in an intergovernmental setting, where sovereignty, non-interference, consultation and consensus are central to the ASEAN Charter (Association of Southeast Asian Nations, 2007, arts. 2(2), 3 and 20). In this setting, ASEAN's human rights and social cooperation arrangements identify both the concerns recognised at the regional level and the institutions through which those concerns may be addressed. The ASEAN Human Rights Declaration addresses work, health, social security and maternity protection (Association of Southeast Asian Nations, 2012, arts. 27–30). The ASEAN Intergovernmental Commission on Human Rights (AICHR) has advisory and consultative functions, including advice upon request, dialogue and thematic studies. At the same time, the ASEAN Commission on the Promotion and Protection of the Rights of Women and Children (ACWC) supports advocacy, capacity building and the collection of disaggregated data (Association of Southeast Asian Nations, 2009b, paras. 4.7–4.8 and 4.12; Association of Southeast Asian Nations, 2010, paras. 5.4–5.8). These institutional roles are complemented by regional instruments addressing particular social concerns. The ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers provides for protection and implementation planning, but limits its coverage to documented workers and those who become undocumented through no fault of their own, with protection qualified by national laws and policies (Association of Southeast Asian Nations, 2017, arts. 1–4, 40–42 and 59). The Comprehensive Framework on Care Economy assigns the Senior Officials Committee for the ASEAN Socio-Cultural Community (SOCA) responsibility for co-ordination and monitoring across relevant sectors (Association of Southeast Asian Nations, 2021, paras. 35–39). Together, these arrangements provide a regional basis for examining how institutions established under FTAs can address care and social protection concerns by coordinating with bodies responsible for human rights and social policy, within their respective mandates.

Economic and social rights are central to this inquiry because they are realised through institutions, resources, regulation and social infrastructure. The International Covenant on Economic, Social and Cultural Rights (ICESCR) does not require immediate perfection, but it does require deliberate, concrete and targeted steps, use of maximum available resources, non-discrimination and international cooperation (International Covenant on Economic, Social and Cultural Rights, 1966, art. 2(1)-(2); Committee on Economic, Social and Cultural Rights, 1990, paras. 1-2, 9-10 and 13)[3]. For states parties, these duties matter for trade agreements because services commitments, procurement rules, investment disciplines, standards cooperation and tariff liberalisation can affect state capacity to regulate markets and finance social protection. Preserving space for public services, social security, labour inspection and health regulation can support economic and social rights; its legal extent depends on the relevant commitments, reservations and exceptions. Gender equality strengthens the point. The Convention on the Elimination of All

[3] Brunei, Malaysia and Singapore are not parties to ICESCR; for these states the Covenant informs the evaluative framework rather than supplying treaty obligations (United Nations Treaty Collection, 2026, participant table).

Forms of Discrimination against Women (CEDAW) requires states to eliminate discrimination in political, economic, social and cultural fields, to modify social patterns that reproduce stereotyped roles, and to protect equality in employment, maternity, credit, social benefits and rural life (Convention on the Elimination of All Forms of Discrimination against Women, 1979, arts. 2-5, 11 and 13-14). The CEDAW Committee has stressed that the Convention requires substantive equality, not merely formal identical treatment (Committee on the Elimination of Discrimination against Women, 2010, paras. 9, 16 and 20). In trade terms, this means that formally opening markets to women is not enough if the conditions of access remain gendered. The rights question is therefore not merely whether women are mentioned in an FTA; it is whether the treaty design recognises material, care-related and institutional barriers to equal rights enjoyment. General Comment No. 19 on social security reinforces this connection by treating health care, sickness, maternity, employment injury, unemployment, family and child support, and coverage of informal or atypical workers as part of the right's protective field (Committee on Economic, Social and Cultural Rights, 2008, paras. 2, 12-19 and 31-34).

Human rights impact assessment (HRIA) offers a methodological bridge between trade law and rights conditions. De Schutter's Guiding Principles on Human Rights Impact Assessments of Trade and Investment Agreements emphasise *ex ante* and *ex post* assessment, participation, transparency, independence and attention to vulnerable groups (De Schutter, 2011, appendix, paras. 3.3, 4.3-4.5 and 5.3). The Office of the United Nations High Commissioner for Human Rights (OHCHR) presents HRIA as a practical framework based on inclusive, consultative and participatory processes (Office of the United Nations High Commissioner for Human Rights, 2025, section 'Summary'). Human rights indicators scholarship adds that implementation should be assessed through structural, process and outcome indicators, rather than through rhetorical commitments alone (Office of the United Nations High Commissioner for Human Rights, 2012, pp. 33-38; Avellaneda-San-Antonio, 2023, pp. 5-6 and 9-11).

The business and human rights framework also matters. The UN Guiding Principles on Business and Human Rights call on states to protect against business-related human rights abuse, set expectations for enterprises, and ensure policy coherence across departments and treaty obligations (United Nations Human Rights Council, 2011, principles 1-3 and 8-10). FTAs can support policy coherence if they connect investor, supplier, procurement and digital-market rights with due diligence, labour voice, social protection and remedy. They can also reproduce incoherence if they intensify market integration while leaving implementation institutions blind to rights-relevant harms in supply chains and households. Environmental human rights add a further layer. The UN Human Rights Council and the UN General Assembly have recognised the right to a clean, healthy and sustainable environment (Human Rights Council, 2021, para. 1; United Nations General Assembly, 2022, para. 1). Trade agreements increasingly contain environmental or sustainable-development chapters, but environmental commitments can create distributional costs. Workers may need retraining; small producers may need certification support; households may absorb income shocks; communities may face adjustment burdens. A rights-based trade agreement should therefore connect environmental standards with just transition, participation, social protection and support for those least able to bear adjustment.

3. Substantive Equality and the Social Reproduction of Trade

This study employs Fredman's four-dimensional account of substantive equality as an analytical foundation, specifically adapted to the context of trade-agreement design. Fredman's framework is valuable because it does not reduce substantive equality to a single concept such as equal treatment, dignity, opportunity, or results. Instead, it identifies four interacting dimensions: redressing disadvantage; addressing stigma, stereotyping, prejudice, and violence; enhancing voice and participation; and accommodating difference and achieving structural change (Fredman, 2016, pp. 713-714 and 728-735). Fredman presents this as an analytic framework for evaluating whether laws, policies, practices, or institutions advance substantive equality (Fredman, 2016, pp. 728-735). The equality problem in trade law is not usually a simple problem of express discrimination. A free trade agreement may apply the same rules of market access, customs facilitation, standards cooperation or digital trade to all economic actors while leaving untouched the unequal social and material conditions that determine who can actually use those opportunities. That makes it suitable for a doctrinal study of FTAs, because the object of analysis is institutional design rather than only outcomes.

Applied to trade agreements, the first dimension asks whether treaty design addresses material disadvantage. Market access is not usable in the same way by a large exporter, a micro-enterprise, an informal producer, a migrant worker or a household-dependent worker. A substantive equality reading therefore looks for provisions on labour protection, standards assistance, finance, procurement, digital access, training, social protection, capacity building and transition support. The second dimension asks whether the treaty counters or reproduces stereotypes. Trade-and-gender provisions may recognise women, but often through narrow categories such as entrepreneur, worker or business owner. Textual recognition alone does not establish that a provision challenges stereotypes or redistributes care responsibilities. A recognitional analysis asks whether women and other affected groups are also visible as carers, informal producers, rural suppliers, migrants, consumers, community members and rights-holders embedded in households and ecosystems. The third dimension asks whether affected groups have voice in implementation and review. This is crucial in trade law because committees, domestic advisory groups (DAGs), stakeholder forums and cooperation work plans determine whether social concerns remain symbolic or become part of treaty governance. Participation must therefore be assessed not only by the existence of a forum, but by who can participate, whether participation is resourced, whether civil society space is protected, and whether treaty bodies must respond to recommendations. The fourth dimension asks whether the agreement accommodates difference and supports structural change. In the FTA context, this means preserving policy space for public services, care infrastructure, social protection, labour inspection, gender-responsive procurement, health regulation, environmental policy and just transition. These dimensions guide evaluation; the content and enforceability of treaty obligations are assessed separately.

Social reproduction theory specifies why these four dimensions matter in trade law. The term refers to the activities and relationships through which life, labour and social capacity are sustained: paid and unpaid childcare, eldercare, cooking, health maintenance, household

budgeting, emotional labour, community support and care-related services and social protection. Fraser argues that capitalist economies depend on care and social reproduction while often devaluing or externalising them (Fraser, 2016, pp. 99-101). Tronto's ethic of care treats care as a political and institutional question rather than a private virtue (Tronto, 1993). Feminist legal theory similarly challenges the abstract market subject by emphasising vulnerability, dependency, embodiment and relational autonomy (Fineman, 2008; Nedelsky, 2011). Social reproduction is therefore not a separate new framework layered onto equality. It is the feminist specification of what substantive equality requires in the trade context. It explains why a treaty can be formally inclusive yet substantively weak. A woman may be recognised as an entrepreneur but lack childcare, credit, procurement access or standards assistance. A worker may be protected by labour language but excluded from social security because of informality, migration status or subcontracting. A rural producer may be subject to sustainability standards without transition finance or voice in setting compliance pathways. These are not merely sociological background facts. They are conditions that determine whether rights to equality, work, social security, health, participation and a healthy environment can be enjoyed.

The delineation of boundaries is significant: credit, digital access, environmental transition, and broader public-health measures are included in this social reproduction inquiry only when they are directly linked to care, household time, or the resources necessary to sustain life and labour. Otherwise, these factors are considered broader development policies. Bhattacharya establishes a connection between wage labour and the unpaid work and social institutions that sustain it (Bhattacharya, 2017). Rai, Hoskyns, and Thomas define depletion as occurring when resources consumed through social reproduction exceed their replenishment beyond a sustainable threshold (Rai, Hoskyns and Thomas, 2014, pp. 88-90). This framework prompts examination of whether trade participation is supported by sufficient time, income, and care services. Treaty text may indicate provisions for investigating or addressing such pressures, but it cannot confirm that depletion has occurred. Furthermore, the analysis does not conflate women with carers; rather, it addresses the distribution of paid and unpaid responsibilities.

The trade-and-gender literature supports this move beyond textual counting. World Trade Organization (WTO) mapping shows that gender-related provisions in regional trade agreements are heterogeneous in location, language, scope and commitment; cooperation provisions on labour, health and social policy remain common, while institutional arrangements and non-regression duties are less frequent (Monteiro, 2021, pp. 6-17). The Trade and Gender Toolbox of the United Nations Conference on Trade and Development (UNCTAD) similarly provides a framework for assessing the gender implications of trade reforms before implementation (UNCTAD, 2017). Recent scholarship also warns that textual references may signal policy attention without ensuring implementation or transformation (Bahri, 2021, pp. 43-44; Habibi, 2025). Broader women-and-trade work supports the same caution: trade can affect women as workers, consumers and entrepreneurs, while the inclusion of gender provisions also depends on political and institutional voice rather than drafting technique alone (World Bank and World Trade Organization, 2020, pp. 1-5; Park and Shin, 2023, p. 2).

The approach used in this article can therefore be stated simply. It applies Fredman's four dimensions of substantive equality to treaty design, and it uses social reproduction theory to

specify the material and relational conditions that a trade agreement must not ignore. The article does not score agreements through a universal numerical index. That would create false precision across treaties with different legal forms, parties and institutional capacities. Instead, the framework disciplines doctrinal reading by requiring provision-based evidence for four questions: does the agreement address disadvantage; does it challenge narrow market stereotypes; does it enable voice; and does it support structural change?[4]

Table 1. Substantive equality treaty-reading framework

Substantive equality dimension	FTA design question	Social reproduction specification	Indicative treaty evidence
Redressing disadvantage	Does the agreement address unequal capacity to use market access?	Care burdens, informality, insecure work, lack of social protection and, where linked to these conditions, standards costs and digital exclusion shape who can benefit from trade.	Labour, small and medium-sized enterprise (SME), cooperation, procurement, standards, development, capacity-building and social-policy provisions.
Addressing stigma and stereotyping	Does the agreement challenge narrow images of women and affected groups as only entrepreneurs, workers or consumers?	Rights-holders may also be carers, migrants, homeworkers, rural suppliers, household managers and community members.	Preambles, gender provisions, labour and development chapters, references to vulnerable groups, migrants, rural producers or informality.
Enhancing voice and participation	Can affected groups influence implementation, monitoring and review?	People who bear care, labour and transition burdens need institutional voice, not only consultation by organised trade actors.	Committees, domestic advisory groups, public forums, reporting duties, transparency procedures and stakeholder selection rules.
Accommodating difference and achieving structural change	Does the agreement preserve or enable policy space for equality-enhancing regulation?	Care infrastructure, public services, social protection, labour inspection, gender-responsive procurement and transition support linked to these needs are structural conditions of equality.	General exceptions, right-to-regulate clauses, services reservations, procurement flexibilities, environment/trade and sustainable development (TSD) chapters and review mechanisms.

4. METHOD AND MATERIALS

The article uses comparative doctrinal analysis informed by feminist socio-legal theory. The first methodological choice is to distinguish contextual mapping from detailed treaty analysis. The data frame is the ARIC Regional Initiatives list maintained by the Asian Development Bank. ARIC records FTA initiatives involving Asian and Pacific economies across different statuses, including proposed, under negotiation, signed but not in effect, and signed and in effect (Asian Development Bank, 2026, FTA database methodology). The supplementary workbook accompanying this article preserves the original 126-entry inventory of ASEAN and ASEAN-

[4] Table 1 is a treaty-reading device rather than an empirical index. The supplementary workbook records the contextual inventory and selected provision-level evidence; the table summarises only the questions used to discipline the doctrinal analysis. The qualitative coding records treaty visibility, legal force and institutional design; it does not assign causal responsibility for economic, labour-market or household outcomes.

member FTA initiatives as archival context, attributed to the 8 July 2026 snapshot (Asian Development Bank, 2026, Regional Initiatives list, entries 1-126).

The second step is cross-checking. The archived WTO regional trade agreement (RTA) records provide a supplementary check on treaty identity and the status recorded in the original materials for agreements involving ASEAN or ASEAN member states, including ASEAN-plus agreements, bilateral agreements and economic integration agreements such as the ASEAN Trade in Services Agreement (World Trade Organization, 2026a, RTA database; World Trade Organization, 2026b, entries for ASEAN-related agreements). Official treaty texts and official institutional materials are used for doctrinal claims about specific provisions. The inventory describes the range of initiatives; treaty-text analysis supports the doctrinal findings. The article therefore does not infer legal content from the existence of an FTA initiative alone.

The third step involves provision-level comparison. Instead of analysing all 126 initiatives as independently coded treaties, six cases are selected: the ASEAN Trade in Goods Agreement (ATIGA), the Agreement Establishing the ASEAN–Australia–New Zealand Free Trade Area (AANZFTA), the Regional Comprehensive Economic Partnership (RCEP) Agreement, CPTPP, the EU-Viet Nam FTA (EVFTA), and the EU-Singapore FTA (EUSFTA). This purposive selection serves specific analytical purposes: ATIGA establishes a goods-integration baseline; RCEP represents a comprehensive regional cooperation framework; AANZFTA enables comparison between original and upgraded designs; CPTPP illustrates distinct labour and development pathways; and the two EU agreements address TSD and participation arrangements. The original and upgraded AANZFTA texts are treated as a single evolving case. The remaining initiatives and treaty families serve as contextual references rather than additional coded observations. The ASEAN-related inventory is legally heterogeneous: some initiatives are proposed or under negotiation, while operative agreements vary in scope and institutional design. This selection does not imply statistical representativeness, regional prevalence, or a generation-wide trend.

The analysis focuses on the identified treaty provision and its legal context rather than economic outcomes. The selected provisions are evaluated according to four substantive equality dimensions: material disadvantage, recognition and stereotyping, participation and voice, and structural transformation. For each dimension, a doctrinal overlay is also recorded, including the relevant actor, operative wording, substantive or procedural obligations, cooperation authority, institutional responsibility, and coverage of reporting and dispute settlement. For example, CPTPP Article 23.4 addresses women-focused cooperation, while Article 19.10(6) specifically references work-life balance and social protection (Comprehensive and Progressive Agreement for Trans-Pacific Partnership, 2018, arts. 19.10(6) and 23.4). RCEP differentiates between information and contact-point duties and cooperation obligations, as well as their resource conditions (Regional Comprehensive Economic Partnership Agreement, 2020, arts. 14.2-14.5, 15.3-15.7). Textual recognition, protection against stereotyping, legal obligation, and access to dispute settlement are assessed independently; none of these elements is assigned a numerical or ordinal equality score.

The supplementary Codebook specifies the interpretive questions and classification criteria, while the Evidence sheet documents the article, source, version, legal character, institution, dispute route, equality relevance, and limitations for each selected provision. The

analysis includes relevant language on gender, care, social protection, labour, informality, participation, and review, as well as associated scope clauses, exceptions, and reservations. Counterevidence is documented; however, an unavailable text or an unreviewed matter is not classified as an absent safeguard. The register lists official texts and access dates, with the revised comparison verified as of 14 September 2026. The upgrade of AANZFTA is distinguished from its party-specific application, and subsequent negotiating developments are not considered operative baseline provisions. This study employs an interpretive doctrinal approach; no independent duplicate coding or reliability assessment is provided.

The method has three limits. First, it does not measure whether a treaty increased or reduced women's labour-force participation, wages, social security coverage or household welfare. Those questions require causal empirical methods. Secondly, it does not assume that more treaty language always means better rights protection. A soft cooperation clause with resources and inclusive implementation may be more valuable than a formally strong provision that is never used. Thirdly, it does not treat ASEAN as static. Timor-Leste is recorded as a post-accession contextual development rather than retroactively inserted into older treaty party lists (Association of Southeast Asian Nations, 2025a, paras. 1, 2 and 5). These limits define the article's object: treaty design and the legal imagination of trade governance.

5. Mapping the ASEAN-Related FTA Initiatives

The archived ARIC inventory illustrates that ASEAN-related trade law is not a small or uniform field. It includes ASEAN-wide and ASEAN-plus agreements, member-state bilateral agreements, plurilateral and mega-regional initiatives, preferential arrangements and proposed architectures. The 126-entry inventory includes ASEAN-wide or ASEAN-plus initiatives, plurilateral or mega-regional initiatives, a small number of other regional arrangements involving ASEAN members, and a large set of member-state bilateral initiatives (Asian Development Bank, 2026, Regional Initiatives list, entries 1-126). These directory entries describe the breadth of initiatives but do not establish the frequency or novelty of rights-related provisions.

The distribution is also uneven. Singapore appears in the largest number of entries. Viet Nam, Malaysia, Thailand and Indonesia also appear frequently through agreement with external partners. Cambodia, Lao PDR, Myanmar and Brunei Darussalam appear more often through ASEAN-wide, ASEAN-plus or plurilateral structures than through separate bilateral networks. This unevenness matters for human rights analysis because institutional capacity, civil society space, supply-chain position and welfare systems differ across the region. The archived WTO-notified subset provides additional context for ASEAN-related trade commitments. The original WTO worksheet records ASEAN agreements with Australia-New Zealand, China, Hong Kong, India, Japan and Korea, as well as AFTA and the ASEAN Trade in Services Agreement, alongside numerous member-state agreements with the EU, the European Free Trade Association (EFTA), the United Kingdom, Japan, Korea, Australia, New Zealand, India, Chile, Turkiye, the United Arab Emirates and the United States (World Trade Organization, 2026a, RTA database; World Trade Organization, 2026b, entries for ASEAN-related agreements). RCEP is treated separately

because of its regional scale and official treaty text, even where notification status or database presentation differs across institutional sources.

Three broad patterns are evident in the selected treaty texts. First, ATIGA prioritises tariff liberalisation, rules of origin, customs, and standards; however, the examined provisions do not explicitly address care responsibilities or social protection. Second, RCEP and AANZFTA include provisions on small and medium-sized enterprises (SMEs), development, and capacity building, while CPTPP contains a provision on women and economic growth in addition to its labour chapter. These provisions expand the scope of the trade agenda, but recognition alone does not clarify how the social conditions of participation will be supported. Third, the EU agreements with Singapore and Viet Nam incorporate labour, environment, and civil society arrangements, including sustainability review and stakeholder participation. These mechanisms provide avenues for addressing social concerns, though their implications for care and dependency require further analysis. In these cases, rights-relevant provisions are distributed across chapters with varying obligations and institutional frameworks. Market access remains legally central, while the significance of social commitments depends on their specific language, the responsibilities allocated to institutions, and the procedures established for implementation and review. The following section examines how these commitments address the social conditions underpinning market participation.

Table 2. ASEAN-related FTA initiatives by category

Inventory category	Number of ARIC entries	Examples
ASEAN-wide / ASEAN-plus initiatives	11	ASEAN Free Trade Area (AFTA); AANZFTA; ASEAN–China FTA; ASEAN–Japan Comprehensive Economic Partnership; ASEAN–Canada FTA
Other plurilateral / mega-regional initiatives	12	RCEP; CPTPP; Trans-Pacific Partnership (TPP); Asia-Pacific Trade Agreement; Trans-Pacific Strategic Economic Partnership Agreement
Bilateral initiative between ASEAN member states	1	Laos-Thailand preferential trading arrangement
Bilateral initiatives between individual ASEAN member states and external partners	102	EU–Singapore FTA; EU–Viet Nam FTA; Indonesia–EFTA agreement; Japan–Malaysia Economic Partnership Agreement; Republic of Korea–Viet Nam FTA
TOTAL	126	

Source: Author's classification of the archived initiative list drawn from the Asian Development Bank's Asia Regional Integration Center (ARIC), compiled on 8 July 2026.

6. DOCTRINAL FINDINGS

The analysis shows a recurring pattern among the six selected agreements: ASEAN-related FTAs recognise inclusion, SMEs, development, labour, environment and sometimes women's economic participation, but do not consistently translate those themes into specific duties concerning the social reproductive conditions required for substantive equality. The first template is market access and regulatory integration. AFTA/ATIGA and related ASEAN internal economic instruments are powerful market-making devices. ATIGA is centred on tariff liberalisation, rules of origin, non-tariff measures, customs, trade facilitation, standards and conformity assessment (Association of Southeast Asian Nations, 2009a, arts. 19, 26, 40, 45-46, 54 and 73-74). These are central to regional integration, but they are not framed through human rights or substantive equality. Its goods provisions do not establish a dedicated architecture for care or social protection.

They nevertheless address domestic capacity building and SME development and preserve conditional exceptions for public morals and health (Association of Southeast Asian Nations, 2009a, arts. 8, 17 and 39(2)(b)). A human rights critique should not deny the economic value of goods liberalisation; it should ask how this goods-centered design connects with the social conditions of participation. Treaty silence alone establishes neither a restriction on welfare regulation nor a failure to fulfil human rights obligations.

RCEP represents a more complex mega-regional template. It contains chapters on goods, services, investment, intellectual property, e-commerce, competition, SMEs, economic and technical cooperation, government procurement and dispute settlement (Regional Comprehensive Economic Partnership Agreement, 2020, chs. 1-20). Its development sensitivity is important. The SME chapter and economic and technical cooperation chapter create space for capacity building, and the e-commerce chapter recognises digital trade as part of regional integration (Regional Comprehensive Economic Partnership Agreement, 2020, arts. 12.2, 14.2-14.5 and 15.3-15.7). Yet RCEP has no labour chapter, no trade-and-gender chapter and no comprehensive TSD chapter. Its SME information-sharing duties and cooperation work programmes support market capacity, although the relevant chapters do not specify care or social-protection commitments and are excluded from dispute settlement (Regional Comprehensive Economic Partnership Agreement, 2020, arts. 14.2, 14.5, 15.5 and 15.7).

AANZFTA shows how an ASEAN-plus agreement can be modernised. The original agreement already required focal points, implementation plans and periodic evaluation for economic cooperation (AANZFTA, 2009, ch. 12, arts. 5-7). The Second Protocol to amend AANZFTA first entered into force on 21 April 2025. ASEAN describes it as enhancing 13 existing chapters, including rules of origin, customs procedures and trade facilitation, competition and electronic commerce, and introducing new chapters on trade and sustainable development, micro, small and medium-sized enterprises (MSMEs), and government procurement (Association of Southeast Asian Nations, 2025b, paras. 1-8). This development shows that ASEAN-plus trade design is not fixed. The treaty text expressly recognises women's economic empowerment and labour standards and includes MSME formalisation as a cooperation topic (AANZFTA Second Protocol, 2023, ch. 13, art. 1(3) and (6); ch. 16, art. 3(1)(e)). Recognition therefore extends beyond market access, but specific projects remain subject to agreement and resources (AANZFTA Second Protocol, 2023, ch. 13, art. 2(4); ch. 16, art. 3(2)).

CPTPP addresses women's economic participation through both development and labour cooperation. Article 23.4 recognises that enhancing opportunities for women, including workers and business owners, to participate in domestic and global economies contributes to economic development; it contemplates cooperation on market access, technology, financing, leadership networks and workplace flexibility (Comprehensive and Progressive Agreement for Trans-Pacific Partnership, 2018, art. 23.4). The agreement also contains labour, environment, cooperation and SME chapters (Comprehensive and Progressive Agreement for Trans-Pacific Partnership, 2018, chs. 19-21 and 24). Yet Article 23.4 remains largely cooperative and market-participation-focused. It does not require care-sensitive impact assessment, social protection indicators, informal-worker

inclusion or just transition support for women in trade-exposed sectors. The labour chapter nevertheless expressly lists work-life balance, vulnerable workers and social protection among cooperation topics (Comprehensive and Progressive Agreement for Trans-Pacific Partnership, 2018, art. 19.10(6)(e), (n) and (p)). It requires consideration of public submissions and a timely response, with submissions and results made public as appropriate, and also provides for labour consultations before dispute settlement (arts. 19.9(3) and 19.15). In Fredman's terms, these provisions support recognition and voice, while implementation of the cooperation topics depends on the parties' priorities and available resources (art. 19.10(2)(a)). The Development Chapter itself is excluded from dispute settlement (art. 23.9).

EU-linked agreements provide a more developed TSD participation template than the ATIGA and RCEP provisions. The EU-Singapore FTA and EU-Viet Nam FTA contain trade and sustainable development chapters addressing labour, environment, civil society participation and institutional review (European Union and Republic of Singapore, 2019, arts. 12.3 and 12.14-12.17; European Union and Socialist Republic of Viet Nam, 2019, arts. 13.4 and 13.13-13.17). These chapters are important because they connect trade to International Labour Organization (ILO) standards, environmental commitments, domestic advisory groups and public forums. These are differences in legal design, rather than evidence that the agreements produce better labour outcomes. The two EU agreements nevertheless remain incomplete from a social reproduction perspective. Their cooperation provisions expressly include social protection and gender equality; EVFTA also identifies migrant workers and other vulnerable groups (European Union and Republic of Singapore, 2019, art. 12.4(e); European Union and Socialist Republic of Viet Nam, 2019, art. 13.14(1)(e)). Both require participative sustainability review, although neither review provision expressly specifies care indicators (European Union and Republic of Singapore, 2019, art. 12.14; European Union and Socialist Republic of Viet Nam, 2019, art. 13.13). Civil society arrangements require balanced economic, social and environmental representations, but do not reserve places for carers, informal workers or household welfare advocates; this does not establish their exclusion in practice (European Union and Republic of Singapore, 2019, art. 12.15(4)-(5); European Union and Socialist Republic of Viet Nam, 2019, art. 13.15(4)-(6)). In the study of the EU agreements with CARIFORUM, Korea and Moldova, Harrison and colleagues found that TSD institutions faced operational and enforcement limitations that hindered improvements in labour standards (Harrison et al., 2019, pp. 272-273). Participation is not automatically rights-sensitive; it depends on who can participate and whether the TSD Board or Committee can act on care-related concerns.

The EU-Korea labour proceeding illustrates why legal force should not be equated with trade sanctions. The panel rejected a restriction of the relevant fundamental-labour commitment to trade-related sectors and treated sustained efforts towards ratification as a binding best-endeavours obligation, while finding no breach of that ratification obligation on the evidence (EU-Korea Panel of Experts, 2021, paras. 94-98, 277-278, 288 and 293). It also found restrictions in Korea's trade-union legislation inconsistent with the freedom-of-association commitment and recommended amendments, including recognition of self-employed, dismissed and unemployed people as workers for trade-union purposes (EU-Korea Panel of Experts, 2021, pp. 78-79). EVFTA and EUSFTA likewise provide expert review, notification of action following a report and institutional monitoring, although their TSD mechanisms do not authorise trade retaliation (European Union

and Socialist Republic of Viet Nam, 2019, arts. 13.16-13.17; European Union and Republic of Singapore, 2019, arts. 12.16-12.17). The Commission's 2022 TSD review proposed a compliance stage and last-resort sanctions for serious breaches of specified labour and climate commitments in future agreements; it did not automatically amend these existing treaties (European Commission, 2022, section 3.6 and conclusion).

Recent developments qualify the comparison without enlarging the coded sample. EU-Indonesia Comprehensive Economic Partnership Agreement (CEPA) negotiations concluded on 23 September 2025; the Commission proposed signature and conclusion on 29 June 2026. The published negotiated text contains a gender article addressing CEDAW, cooperation and gender-related assessment, with a domestic-law qualification on interpreting gender; its dispute provisions provide for compliance procedures, while limiting temporary remedies for disputes under Chapter 15 to specified labour and climate obligations (European Commission, 2026, opening paragraphs; European Commission, n.d.-c, ch. 15, art. 15.5(4)-(6), fn. 2, and ch. 22, arts. 22.14-22.17). ASEAN Digital Economy Framework Agreement (DEFA) negotiations concluded at the meeting of 27-29 May 2026, with signature anticipated in November; the Chairperson's statement identifies wider MSME participation and narrowing development gaps as objectives of regional digital integration (Association of Southeast Asian Nations, 2026, paras. 1, 8 and 12).

Autonomous EU sustainability measures create a separate adjustment context. Following the 2025 postponement and 2026 amendments, the Corporate Sustainability Due Diligence Directive provides for transposition by July 2028 and application from July 2029. The amended Deforestation Regulation principally applies from 30 December 2026, with a later date for most micro and small operators (European Commission, n.d.-a, section 'What are the next steps?'; European Commission, n.d.-b, section 'Legislation'). The due-diligence framework can transmit information demands through supply chains to ASEAN suppliers, while its supporting and protective measures for smaller business partners include limits on information requests, guidance and model contractual clauses (European Commission, n.d.-a, sections "What are the obligations for companies?" and "Which companies will the new EU rules apply to?"). The deforestation rules likewise make information about production conditions relevant to market access, alongside cooperation and financial assistance for the transition to deforestation-free supply chains (European Commission, n.d.-b, sections "Background" and "Team Europe Initiative on Deforestation-free Value Chains"). Where additional documentation or production requirements draw on unpaid family labour or reduce resources available for care, the allocation of compliance work and assistance becomes relevant to the social conditions of trade participation.

Complementary cooperation is available outside FTAs. The Global Trade and Gender Arrangement is a standalone, non-binding arrangement whose eleven listed participants include no ASEAN state (New Zealand Ministry of Foreign Affairs and Trade, n.d., section 'Global Trade and Gender Arrangement'). Its cooperation agenda expressly includes recognising women's unpaid care work and developing care policies based on shared social responsibility (New Zealand Ministry of Foreign Affairs and Trade, 2024, para. 9(a)(i) and (xi)). The WTO Informal Working Group on Trade and Gender supports information exchange and Aid-for-Trade discussion,

including a Philippine presentation on rural women entrepreneurs in December 2025 (World Trade Organization, n.d., 'Informal Working Group on Trade and Gender', meeting of 10 December 2025). These channels may inform work programmes without changing FTA obligations.

Table 3. Comparative doctrinal findings for the selected agreements[5]

Template	Material disadvantage	Recognition / stereotyping	Participation / voice	Structural transformation
ATIGA (2009)	Capacity building and SME development: arts. 17 and 39(2)(b).	The cited goods provisions do not expressly identify care responsibilities or gender disadvantage.	Trade information and governmental implementation institutions: arts. 13 and 90. No dedicated care representation in these articles.	Public-morals and health exceptions preserve conditional regulatory space: art. 8.
RCEP (2020)	SME information and cooperation; development-gap work programmes: arts. 14.2-14.3 and 15.3-15.5.	The examined SME/cooperation chapters do not expressly specify care or social protection; no dedicated labour or gender chapter.	Information duties and contact points: arts. 14.2 and 14.4. Dispute settlement is excluded by arts. 14.5 and 15.7.	Chapter 8 excludes government procurement, subsidies and governmental-authority services supplied neither commercially nor in competition; schedules and reservations further define commitments: arts. 8.1(o), 8.2(3), 8.3 and 8.7-8.8.
AANZFTA Second Protocol (2023; party-specific application)	MSME formalisation is expressly eligible for cooperation, subject to resources: ch. 16, art. 3.	Women's economic empowerment and labour standards recognised: ch. 13, art. 1(3) and (6).	Contact points and MSME committee: ch. 13, art. 3; ch. 16, arts. 4-5. General dispute settlement excluded: ch. 13, art. 4; ch. 16, art. 6.	Cooperation offers a programme route; implementation depends on agreement and resources: ch. 13, art. 2; ch. 16, art. 3(2).
CPTPP (2018; incorporated TPP provisions)	Binding labour duties differ from optional social-protection cooperation: arts. 19.3, 19.5 and 19.10(6)(p).	Employment non-discrimination obligation: art. 19.3(1)(d), subject to fn. 4. Women and workplace flexibility: art. 23.4; work-life balance and vulnerable workers: art. 19.10(6).	Public submissions require consideration and timely response: art. 19.9. Labour consultations precede dispute settlement: art. 19.15.	Viet Nam's Annex II reserves policy space for social services (Central Product Classification code 933) against specified obligations. Development coordination is qualified by arts. 23.7-23.9.
EUSFTA (2019 text)	Labour obligations and social-protection cooperation: arts. 12.3-12.4.	Employment non-discrimination commitment: art. 12.3(3)(d). Gender equality also included in cooperation: art. 12.4(e).	Public sessions and balanced consultation: art. 12.15. Post-panel action notification and monitoring: art. 12.17(7)-(9).	Participative impact review: art. 12.14. Social transition measures contemplated: art. 12.11(3). Neither specifies care indicators.
EVFTA (2019 signed text)	Labour obligations and cooperation on social protection for all: arts. 13.4 and 13.14(1)(e).	Employment non-discrimination commitment: art. 13.4(2)(d). Cooperation also identifies gender equality, migrant workers and vulnerable groups: art. 13.14(1)(e).	Balanced advisory groups and public forum: art. 13.15. Post-panel action notification and monitoring: art. 13.17(7)-(9).	Participative sustainability review required: art. 13.13. Care indicators and a specific care-remediation trigger are not specified.

[5] References are to the treaty and version identified in the first column. The table summarises selected provisions and does not measure implementation outcomes. Legal character, institutional responsibility, dispute-settlement access and limitations are recorded separately in the supplementary codebook and evidence matrix.

The negative finding is therefore precise. The selected ASEAN-related FTAs do not simply ignore social issues. They include social, labour, environmental, development, cooperation, SME or gender-related provisions to different degrees. The problem is translation. Human rights values are translated into trade design through a mixture of substantive obligations, procedural duties and cooperation: women as entrepreneurs, workers as labour-standard subjects, SMEs as competitiveness actors, civil society as stakeholder input, sustainability as environmental cooperation. Care-related concerns are sometimes expressly recognised, but the examined provisions do not consistently specify how the care and dependency conditions through which rights are made usable should be supported, monitored or addressed.

7. What Social Reproduction Adds to Substantive Equality Analysis

The findings show why a substantive equality analysis of trade agreements must go beyond textual inclusion. An agreement may mention women and still remain rights-thin if it treats them only as market entrants. It may contain labour provisions and still remain care-blind if workplace rights are disconnected from social security, maternity protection, childcare, predictable scheduling and informal work. It may create civil society forums and still exclude those who lack the resources, time, legal status or safety to participate. Social reproduction identifies these gaps as legal design problems rather than private background facts. This changes how the subjects of trade law are understood. Conventional trade law often addresses firms, investors, service suppliers, traders, consumers and state regulators. Human rights law addresses rights-holders. A social reproduction lens insists that rights-holders are embodied and relational: they work, care, migrate, organise, become ill, support dependants, face discrimination and live in environments affected by production. This does not make trade law responsible for every social problem. It directs attention to the conditions that make market participation possible.

This understanding of rights-holders also has implications for institutional accountability. Although the selected agreements contain labour, development and sustainability mechanisms, their monitoring functions do not necessarily extend to care-related conditions. Monitoring market participation alone would not show how care responsibilities, time poverty or gaps in social protection affect people's ability to participate. Equality-oriented design would not convert trade committees into welfare ministries. Within their mandates and agreed resources, they could use rights-sensitive indicators, commission impact assessments, hear from affected groups and make reasoned responses to social reproduction concerns (De Schutter, 2011, appendix, paras. 4.5, 5.2-5.3 and 7.6).

Institutional accountability depends in turn on identifying how market-access gains and burdens are distributed. Gains may accrue to exporters, investors, consumers, workers and governments. Burdens may fall on small suppliers, informal workers, carers, households, displaced workers or communities facing environmental adjustment. Human rights law is concerned with discrimination, non-retrogression and the protection of vulnerable groups (Committee on Economic, Social and Cultural Rights, 1990, paras. 9-10; Committee on Economic, Social and Cultural Rights, 2009, paras. 8-12). Social reproduction helps identify where burdens are hidden.

It asks whose time, income and access to care are affected by market volatility, compliance costs and environmental transition.

The distribution of these burdens also informs policy-space analysis. Trade law debates often discuss regulatory autonomy in relation to public morals, health, environment, security or prudential regulation. A substantive equality approach asks whether policy space is also preserved for care infrastructure, social protection, public services, labour inspection, gender-responsive procurement and just transition. The answer depends on the applicable coverage rules, schedules, reservations and exceptions; the absence of a dedicated care obligation does not itself establish a restriction on domestic care policy.

Social reproduction also connects economic and environmental human rights where environmental change affects the time, health or resources needed to sustain daily life and care. Sustainability provisions can be progressive and still distributionally regressive if transition costs are shifted to those least able to bear them. The recognition of the right to a clean, healthy and sustainable environment supplies a human rights basis for examining these concerns (Human Rights Council, 2021, para. 1; United Nations General Assembly, 2022, para. 1). A just transition clause in an FTA should therefore address how adjustment costs affect households' capacity to provide and receive care, through social protection, targeted assistance and consultation with affected workers and communities.

8. Equality-Oriented Design Principles for Future ASEAN-Related FTAs

The following principles translate the substantive equality analysis into legal design options. They are framed as principles rather than a model clause package because ASEAN-related agreements vary in parties, legal traditions, development levels and institutional capacity. Their implementation depends on the powers and resources assigned under each agreement. First, FTAs should provide for *ex ante* human rights, gender and care impact assessment, followed by periodic review during implementation. Existing provisions such as EVFTA Article 13.13 and EUSFTA Article 12.14 offer a basis for examining care-related effects after entry into force. Assessment should examine distributional effects across gender, class, migration status, rural and urban location, informality, disability, age and household structure. It should include structural, process and outcome indicators: for example, legal protection of social security, implementation of labour inspection, access to childcare, occupational safety, SME standards support, stakeholder participation and just transition finance. The assessment should be public, participatory and repeated after implementation, consistent with HRIA principles (De Schutter, 2011, appendix, paras. 3.3, 4.4-4.5, 5.2-5.3 and 7.4-7.6).

Secondly, labour chapters and cooperation programmes should be care-sensitive. Core labour standards remain indispensable, especially after the ILO's inclusion of a safe and healthy working environment among fundamental principles and rights at work (International Labour Organization, 1998, as amended in 2022, para. 2(e)). But an equality-oriented FTA should also support maternity protection, predictable hours, occupational health and safety, harassment prevention, social security coverage, and protection for non-standard, migrant and informal workers in trade-exposed sectors. These commitments can be framed through cooperation,

reporting and sectoral implementation, building on subjects already identified in CPTPP Article 19.10(6)(e) and (p), including work-life balance and social protection.

Thirdly, SME, procurement and entrepreneurship provisions should be linked to rights conditions. Women-owned enterprises and micro-enterprises need finance, procurement access, standards support, digital connectivity and training. They also need programme design that recognises time poverty, care responsibilities, subcontracting dependency and vulnerability to compliance costs. Within their agreed work programme, SME committees could assess whether support reaches informal producers, rural enterprises, women-owned micro-enterprises and suppliers facing sustainability transition burdens. These concerns should also inform participation mechanisms. Procedures for selecting domestic advisory group members and organising public forums should facilitate contributions from unions, women's organisations, migrant worker organisations, informal-economy representatives, carers' groups, rural producer organisations, social welfare organisations and environmental justice groups. TSD committees should consider these contributions through their consultation and review procedures. Participation should be resourced, translated where necessary, accessible to workers with care responsibilities and protected where civil society space is constrained. Agreed rules of procedure should specify which meeting records are made public and how committees respond to stakeholder recommendations. Without these design details, participation risks becoming formal rather than substantive.

Fourthly, FTAs should preserve policy space for economic and social rights. Coverage rules, reservations, general exceptions and right-to-regulate clauses should be examined together when assessing protection for public services, social security, care infrastructure, labour inspection, occupational safety, gender-responsive procurement, public health and environmental transition. Services schedules and procurement commitments should be reviewed for their effect on the state's capacity to fulfil its applicable ICESCR and CEDAW obligations. No general hierarchy automatically gives these duties priority over trade commitments; compatibility must be assessed under the relevant treaty rules. TSD and environment chapters should include just transition design. Environmental cooperation should be linked to finance, technology transfer, retraining, social protection, community consultation and support for small producers. Where sustainability standards create compliance burdens, the relevant committees could review evidence from competent domestic authorities on who bears those costs and whether assistance reaches vulnerable groups, within their cooperation and review mandates. A green trade rule that improves aggregate environmental outcomes while shifting costs to informal workers or small producers remains incomplete from a human rights perspective.

Fifthly, treaty implementation should use equality-sensitive indicators and review clauses. FTAs already generate committees, work programmes and reviews. Where relevant to their mandates, those mechanisms could draw on domestic data concerning wage inequality, vulnerable employment, occupational safety, social insurance coverage, childcare access in affected sectors, women-owned SME participation, standards-compliance support, worker voice, civil society participation and transition assistance. A newly negotiated social reproduction review clause could require parties, within a fixed period after entry into force, to review whether

implementation has affected care burdens, informal work, social protection, vulnerable employment and just transition. This would make social reproduction a continuing governance question rather than a preambular aspiration.

Responsibility for these measures should follow institutional competence. Domestic welfare, labour and statistical authorities would retain responsibility for service delivery, eligibility rules, funding and specialist data collection. The CPTPP Labour Council sets cooperation priorities and oversees and evaluates its work programme (Comprehensive and Progressive Agreement for Trans-Pacific Partnership, 2018, art. 19.12(3)(b)-(e)). Under upgraded AANZFTA, the MSME Committee may consider issues affecting MSMEs' ability to benefit from the Agreement and collaborate with relevant experts, subject to the agreed terms (AANZFTA Second Protocol, 2023, ch. 16, art. 5(2)-(4)). These functions provide a route for considering care-related barriers where they affect the workers or enterprises covered by the relevant chapter. New spending obligations or reporting requirements beyond those powers would need the parties' agreement. Welfare objectives do not remove the need to check applicable WTO disciplines. For example, where SME or transition assistance constitutes a subsidy under the Agreement on Subsidies and Countervailing Measures (SCM Agreement), its design must be assessed against the applicable rules, including those on export contingency and the use of domestic over imported goods (World Trade Organization, 1994, Agreement on Subsidies and Countervailing Measures, arts. 1-3). Procurement coverage, services commitments and reservations likewise require measure-specific examination.

Table 4. Equality-oriented design principles for future ASEAN-related FTAs

Design cluster	Substantive equality function	Legal design elements and treaty location
Human rights, gender and care impact assessment	Makes distributional disadvantage visible before and after implementation; supports non-discrimination, accountability and evidence-based mitigation.	General provisions; TSD or sustainable-development chapter; institutional/review chapter; public HRIA using structural, process and outcome indicators; extension of existing review procedures within agreed mandates.
Care-sensitive labour and cooperation programmes	Links market participation to decent work conditions, including safe and healthy work, maternity protection, predictable time, harassment prevention, social security and protection for non-standard, migrant and informal workers.	Labour chapter; cooperation chapter; agreed sectoral work programmes; specified reporting duties; implementation plans for trade-exposed sectors.
Rights-linked SME, procurement, entrepreneurship and participation mechanisms	Supports access to trade opportunities for women-owned micro-enterprises, informal and rural producers and vulnerable suppliers; enables affected groups to contribute to implementation and review.	SME, procurement, e-commerce, standards and technical-assistance chapters; DAGs, public forums, TSD committees and transparency provisions; additional reasoned-response duties by agreement where not already provided.
Policy space for economic and social rights and just transition	Preserves state capacity to fulfil applicable ICESCR and CEDAW duties; supports assessment and mitigation of transition burdens on workers, small producers, carers and households.	General exceptions; right-to-regulate clauses; services schedules; procurement reservations; environment/TSD chapters; finance, technology transfer, retraining and transition work programmes.
Equality-sensitive indicators and social reproduction review	Supports continuing review of equality commitments; examines whether implementation affects care burdens, informality, vulnerable employment, social protection and transition assistance.	Committee mandates; periodic review clauses; reporting templates; supplementary protocols; a newly agreed social reproduction review within a fixed period after entry into force, using evidence from competent domestic authorities.

9. Conclusion

This article has argued that ASEAN-related FTAs should be read as human-rights-relevant legal instruments because they structure the conditions under which equality, work, social security, health, participation and environmental rights are enjoyed. The argument does not collapse trade law into human rights law. It insists on legal coherence: trade agreements that organise markets should be evaluated for how they recognise or ignore the social conditions that make rights-compatible market participation possible. The article applies Fredman's four-dimensional substantive equality framework to trade-agreement design and uses social reproduction theory to specify what equality requires in the trade context. This approach moves beyond the shallow question whether women or gender appear in treaty text. It asks what kind of rights-holder the treaty imagines; whether material disadvantage is addressed; whether narrow market stereotypes are challenged; whether affected groups have voice; and whether the agreement preserves policy space for structural change.

RCEP is development- and SME-sensitive but lacks dedicated labour and gender chapters. AANZFTA's upgrade marks a significant move towards sustainability, women's economic empowerment and MSME formalisation. CPTPP gives women explicit textual visibility and includes work-life balance and social protection within labour cooperation. The EU agreements combine labour and environmental commitments with civil society procedures and cooperation on social protection. Across these selected texts, recognising people as market participants is not consistently matched by provisions identifying responsibility for the care conditions that sustain participation. Existing cooperation and review mechanisms offer legal routes for examining those conditions, but their use depends on agreed mandates, resources and domestic implementation. A human-rights-based approach to future ASEAN-related FTAs should develop those connections. The practical implication is to strengthen existing mechanisms within their powers and negotiate additional duties where required.

Disclosure of Interest

The author reports there are no competing interests to declare.

Data Availability Statement

The revised codebook, source register and selected provision-level evidence are supplied as supplementary material, together with the original inventory retained as archival context.

Declaration of Generative AI Use

Generative AI tools (ChatGPT, Grammarly) were used to support language refinement, consistency checking and preliminary source-verification during manuscript preparation. The author verified all legal materials, treaty provisions, citations, arguments and conclusions and takes sole responsibility for the content of the article.

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Received: 8th July 2026

Accepted: 30th September 2026

