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DAVLAT FUQAROLIK XIZMATIDA SIYOSIY GURUH LAVOZIMLARINING HUQUQIY TABIATI: MEHNAT-HUQUQIY VA OMMAVIY-HUQUQIY MODELLAR NISBATI.....5

2. Murataev Serikbek Alpamysovich

SIGNIFICANCE AND ESSENCE OF LEGAL REGULATION OF HIGHER EDUCATION MANAGEMENT ASSESSMENT.....14

3. Машарипов Икромбой Олимбой ўғли

ТАШУВЧИНИНГ ФУҚАРОЛИК ЖАВОБГАРЛИГИНИ МАЖБУРИЙ СУҒУРТА ҚИЛИШ ШАРТНОМАСИ БЎЙИЧА СУҒУРТА ТОВОНИНИ ТЎЛАШ ТЎҒРИСИДАГИ ТАЛАБНИ БОШҚА ТУРДАГИ ТАЛАБЛАРДАН АЖРАТИШНИНГ АЙРИМ МАСАЛАЛАРИ.....24

4. Shukurova Diyora Anvarovna

REGULATING TRANSNATIONAL SUBSIDIES THROUGH PREFERENTIAL TRADE AGREEMENTS.....35

5. Каримов Улугбек Хакимджонович

АГРАР СОҲАДА ЕР ТЎҒРИСИДАГИ ҚОНУНЧИЛИК ИЖРОСИ УСТИДАН ПРОКУРОР НАЗОРАТИНИ РАҚАМЛИ МУҲИТДА ТАКОМИЛЛАШТИРИШ МАСАЛАЛАРИ.....45

6. Мамарасулов Достон Рустам ўғли

НОМУЛКИЙ ХУСУСИЯТДАГИ ИЖРО ҲУЖЖАТЛАРИНИ ИЖРО ЭТИШНИ ДИФФЕРЕНЦИАЦИЯ ҚИЛИШ: ҚАРЗДОРНИНГ ШАХСИЙ ИШТИРОКИ МЕЗОНИ.....56

7. Soliyev Dilshod Baxtiyor o'g'li

O'ZBEKISTON RESPUBLIKASIDA MA'MURIY SUDLAR TIZIMINING HUQUQIY ASOSLARINI SHAKLLANISHINING NAZARIY JIHATLARI.....64

8. Усмонов Мансурбек Мухаммаджонович

ДАВЛАТ СОЛИҚ ХИЗМАТИ ОРГАНЛАРИДА ПРОКУРОР НАЗОРАТИНИ ТАШКИЛ ЭТИШ ВА АМАЛГА ОШИРИШ МЕХАНИЗМЛАРИНИ ТАКОМИЛЛАШТИРИШ.....72

9. Қўлдошев Шезод Шукурулло ўғли

ЁЛЛАНИШ ВА ҲАРБИЙ ТУЗИЛМАЛАРГА ХИЗМАТГА КИРГАНЛИК УЧУН ЖАВОБГАРЛИК.....82

10. Primov Baxtiyor Olim o'g'li

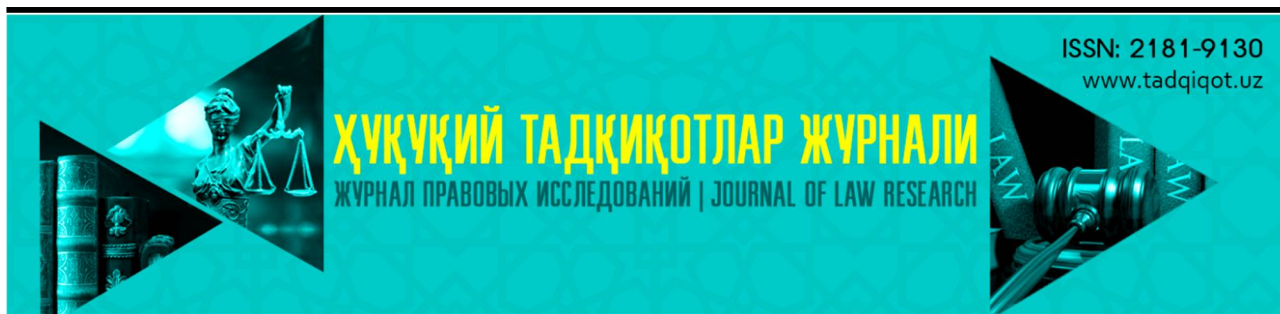
KRIPTO-AKTIVLAR AYLANMASI VA MAYNING SOHASIDAGI JINOIY QILMISHLARNI TURDOSH VA O'XSHASH JINOYAT TARKIBLARIDAN AJRATISH MASALALARI.....90

11. Reymbayev Abdulla Kurbanbayevich

JINOYAT TO'G'RIKIDA XABAR BERMASLIK VA UNI YASHIRGANLIK UCHUN JINOIY JAVOBGARLIK CHORALARINI TAKOMILLASHTIRISH.....99

12. Курманов Амангелди Пухарбаевич

СУДГАЧА ИШ ЮРИТИШ БОСҚИЧИДА НИЗОЛАРНИ ҲАЛ ҚИЛИШДА СУД НАЗОРАТИ ИНСТИТУТИНИ ЖОРИЙ ЭТИШ ИМКОНИАТЛАРИ.....106



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REGULATING TRANSNATIONAL SUBSIDIES THROUGH PREFERENTIAL TRADE AGREEMENTS

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ANNOTATION

Transnational subsidisation creates difficulties when governmental support crosses jurisdictions, particularly where the source of support, the recipient or supported activity, and the market are located in different States. This article examines whether preferential trade agreements offer mechanisms for addressing such relationships. Using doctrinal and comparative legal methods, it analyses three agreements to assess how non-commercial assistance, state-linked enterprises, third-market effects and transparency address transnational subsidisation. The findings show that these mechanisms can mitigate problems of territoriality and attribution under World Trade Organization subsidy law, while their treaty-specific and geographically limited character contributes to regulatory fragmentation and prevents a comprehensive solution.

Keywords: international trade law, WTO, subsidies, transnational subsidies, SCM Agreement, preferential trade agreements, state-owned enterprises, non-commercial assistance.

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TRANSMILLIY SUBSIDIYALARNI IMTIYOZLI SAVDO BITIMLARI ORQALI TARTIBGA SOLISH

ANNOTATSIYA

Transmilliy subsidiyalash davlat qo'llab-quvvatlashi bir necha yurisdiksiyani qamrab olganda, ayniqsa qo'llab-quvvatlash manbai, uni oluvchi yoki qo'llab-quvvatlanayotgan faoliyat hamda bozor turli davlatlarda joylashgan hollarda huquqiy muammolarni yuzaga keltiradi. Ushbu maqolada imtiyozli savdo bitimlari bunday munosabatlarni tartibga solish uchun mexanizmlarni taklif eta olishi o'rganiladi. Doktrinal va qiyosiy-huquqiy metodlar asosida uchta bitim notijorat yordam, davlat korxonalari, uchinchi davlatlar bozorlaridagi ta'sir va shaffoflikka oid qoidalar nuqtai nazaridan tahlil qilinadi. Natijalar ushbu mexanizmlar Jahon savdo tashkiloti subsidiyalar huquqida hududiylik va atributsiya bilan bog'liq masalalarga aniqlik kiritishi mumkinligini, biroq ularning shartnomaviy va

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Kalit so'zlar: xalqaro savdo huquqi, JST, subsidiyalar, transmilliy subsidiyalar, Subsidiyalar va kompensatsiya choralari to'g'risidagi bitim, imtiyozli savdo bitimlari, davlat korxonalari, notijorat yordam.

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РЕГУЛИРОВАНИЕ ТРАНСНАЦИОНАЛЬНЫХ СУБСИДИЙ ПОСРЕДСТВОМ ПРЕФЕРЕНЦИАЛЬНЫХ ТОРГОВЫХ СОГЛАШЕНИЙ

АННОТАЦИЯ

Транснациональное субсидирование приобретает особую правовую сложность, когда государственная поддержка охватывает несколько юрисдикций, а источник поддержки, её получатель или поддерживаемая деятельность и соответствующий рынок находятся в разных государствах. В статье исследуется, могут ли преференциальные торговые соглашения предложить механизмы регулирования таких отношений. На основе доктринального и сравнительно-правового методов анализируются три соглашения и их правила о некоммерческой помощи, государственных предприятиях, последствиях на рынках третьих стран и прозрачности. Результаты показывают, что эти механизмы способны снизить правовую неопределённость, связанную с территориальностью и атрибуцией в праве Всемирной торговой организации о субсидиях, однако их договорный и географически ограниченный характер способствует регуляторной фрагментации и препятствует формированию всеобъемлющего решения.

Ключевые слова: международное торговое право, ВТО, субсидии, транснациональные субсидии, Соглашение по субсидиям и компенсационным мерам, преференциальные торговые соглашения, государственные предприятия, некоммерческая помощь.

INTRODUCTION

Governmental subsidies occupy an increasingly important place in contemporary international economic policy. States employ grants, concessional financing, guarantees, equity support, fiscal incentives and the provision of goods or services to pursue industrial, technological, environmental and development objectives, while the increasing organisation of production and investment through multinational enterprises and global value chains means that the beneficiaries and competitive effects of such support may be located outside the territory of the granting State [10, 11, 13].

For the purposes of this article, transnational subsidisation refers to a configuration in which governmental support originating in one jurisdiction is directed at a recipient, production or other economic activity situated in another, such that the governmental source of the contribution and the beneficiary or supported activity are located in different Members. Transnationality therefore concerns the structure of the support relationship itself rather than merely the subsequent foreign effects of an otherwise domestic subsidy [6, 24]. This configuration creates particular difficulties under the World Trade Organization (WTO) Agreement on Subsidies and Countervailing Measures (SCM Agreement) because Article 1.1(a)(1) refers to a financial contribution by a government or public body “within the territory of a Member”, while Article 2.1 assesses specificity by reference to enterprises “within the jurisdiction of the granting authority”. The Agreement does not expressly regulate the situation in which the governmental source of the contribution and the recipient enterprise are situated in different Members.

These difficulties became particularly visible in European Union – Countervailing and Anti-Dumping Duties on Stainless Steel Cold-Rolled Flat Products from Indonesia (“DS616”), which concerned, inter alia, Chinese-origin financial contributions connected with production in Indonesia.

The Panel rejected the European Commission's reliance on inducement as a sufficient basis for attributing Chinese financial contributions to Indonesia under Article 1.1(a)(1), while leaving unresolved the separate question whether a contribution supplied by the government or public body of one Member may fall directly within Article 1 when the recipient is located in another Member [23, paras. 7.59–7.61, 7.90, 7.102–7.103]. The Panel Report was circulated on 2 October 2025; the European Union and Indonesia subsequently notified appeals, and the Report has not been adopted.

Recent regulatory practice has developed several approaches to governmental support that crosses jurisdictional boundaries. The European Union has combined the use of its countervailing-duty regime with the Foreign Subsidies Regulation, which establishes an autonomous mechanism addressing foreign financial contributions capable of distorting economic activity within the internal market [7]. The United States, by contrast, removed in 2024 the regulatory provision that had generally excluded subsidies supplied by a government outside the country in which the recipient firm was located, thereby permitting third-country governmental contributions to be investigated under its existing countervailing-duty framework where the remaining statutory requirements are satisfied [20, pp. 20826–20828].

Preferential trade agreements (PTAs) provide a different response. Rather than extending unilateral countervailing jurisdiction, selected PTAs establish treaty obligations concerning state-owned enterprises (SOEs), non-commercial assistance, commercial considerations, non-discrimination, adverse effects and transparency. The Organisation for Economic Co-operation and Development (OECD) identifies the Australia–Peru Free Trade Agreement (Australia–Peru FTA), the United States–Mexico–Canada Agreement (USMCA) and the United Kingdom–Australia Free Trade Agreement (UK–Australia FTA) as agreements containing state-enterprise disciplines capable of addressing certain transnational subsidy configurations [15, Box 4]. Their importance lies not in establishing a uniform regime of transnational subsidies, but in illustrating how cross-jurisdictional support relationships may be regulated through expressly negotiated primary rules.

Purpose and research problem

The purpose of this article is to assess how selected preferential trade agreements regulate transnational subsidy configurations and whether their legal mechanisms respond to the structural difficulties identified under the SCM Agreement. The central research question is what the treatment of state enterprises, non-commercial assistance, third-market effects and information obligations in those agreements reveals about possible approaches to the future development of WTO subsidy disciplines.

The article argues that the selected PTAs do not establish a general legal regime of transnational subsidies. Their contribution lies instead in the use of autonomous definitions of covered state enterprises, treaty-specific concepts of non-commercial assistance, obligations governing support provided by or through state-linked entities, recognition of specified adverse effects in non-Party markets and enhanced information procedures. These mechanisms can mitigate some of the interpretative difficulties arising under the SCM Agreement, particularly those concerning public-body status and State-to-State attribution, but their ownership-based scope, exclusions and limited application to the parties to the respective agreement prevent them from providing a comprehensive solution. Their significance is therefore functional and comparative rather than general: they demonstrate what express treaty rules can achieve without claiming to resolve transnational subsidisation at the multilateral level.

Literature review and methodology

WTO subsidy disciplines have been extensively examined in relation to financial contribution, benefit, specificity, adverse effects and countervailing measures [2, 4, 14, 16]. More specialised scholarship has subsequently addressed the legal consequences of cross-border governmental support. Horlick and Clarke [11] identified cross-border subsidies as an issue requiring reconsideration in the development of subsidy disciplines, while Crochet and Hegde [6] analysed transnational production subsidies under Articles 1 and 2 SCM and the problems arising when the subsidising and exporting Members differ. Crochet and Gustafsson [5], Zhou and Crochet [24],

Sacerdoti and De Stefano [18] and Rubini [17] have further examined unilateral regulation, attribution and the relationship between the SCM Agreement and general international law.

A parallel body of scholarship examines state-owned enterprises and WTO-plus disciplines in preferential trade agreements. Fleury and Marcoux [8] analyse the development of dedicated SOE disciplines in the Trans-Pacific Partnership, while Borlini [3] evaluates the broader emergence of rules concerning state enterprises, commercial considerations and governmental support in contemporary trade agreements. The recent OECD study [15] systematically maps these provisions across PTAs and identifies agreements containing rules relevant to transnational subsidy configurations. The two strands of scholarship nevertheless approach the issue from different directions: research on transnational subsidies concentrates mainly on the interpretation and limits of the SCM Agreement, whereas PTA scholarship has focused principally on state-enterprise regulation and competitive neutrality. The article's original contribution lies in bringing these two strands of scholarship together and evaluating selected PTA disciplines not simply as rules on state-owned enterprises, but specifically as legal responses to the territorial, attribution, third-market and information problems generated by transnational subsidisation.

The research applies doctrinal and comparative legal methods. The WTO baseline is established through the SCM Agreement and relevant dispute-settlement practice, with particular attention to Articles 1, 2, 6, 12 and 25 and to DS616. The comparative analysis examines Chapter 16 of the Australia–Peru FTA, Chapter 22 of the USMCA and Chapter 18 of the UK–Australia FTA, focusing on the legal functions performed by their definitions of covered entities, non-commercial-assistance rules, allocation of responsibility for state-enterprise conduct, treatment of third-market effects, transparency requirements and dispute-settlement procedures.

The WTO baseline: transnational subsidisation and the limits of the SCM framework

The SCM Agreement does not establish a specific regime for transnational subsidisation, although its substantive rules may apply where governmental support, the recipient enterprise and the resulting production are located in different jurisdictions. Article 1.1 requires a financial contribution by a government or public body, or income or price support, together with the conferral of a benefit, while Article 1.2 makes specificity under Article 2 a condition for the application of the relevant substantive disciplines [21, Arts. 1.1–1.2 and 2]. The central difficulty is therefore not whether these elements can arise in a cross-border setting, but how their legal requirements operate when the granting authority and the recipient are situated in different Members.

Article 1.1(a)(1) does not expressly require the recipient of a financial contribution to be located in the same Member as the government or public body providing it. The reference to a government or public body “within the territory of a Member” can plausibly be understood as identifying the governmental source of the contribution rather than prescribing the territorial location of the beneficiary [6, pp. 847–850]. Article 2 creates a more difficult question because specificity is assessed in relation to “certain enterprises within the jurisdiction of the granting authority” [21, Art. 2.1]. Where governmental support is deliberately directed to enterprises or production abroad, the necessary jurisdictional connection between the foreign recipient and the granting authority must therefore be established rather than assumed [6, pp. 850–854; 24, pp. 399–401].

Further difficulties arise where support is provided through state-linked entities. In *US – Anti-Dumping and Countervailing Duties (China)*, the Appellate Body rejected the proposition that State ownership alone determines whether an entity constitutes a “public body” under Article 1.1(a)(1), requiring instead an assessment of whether the entity possesses, exercises or is vested with governmental authority [22, paras. 290–318]. The functional character of this test means that not every state-owned bank, utility or enterprise through which cross-border support is channelled will necessarily qualify as a governmental provider for SCM purposes.

Transnational subsidisation may also raise a separate attribution question where conduct originating with one State is sought to be treated as conduct of another. If State A provides the financial contribution to an enterprise in State B, the first inquiry concerns whether that contribution falls within Article 1.1(a)(1) as conduct of State A; attribution becomes a different question only where the same contribution is sought to be treated as conduct of State B [24, pp. 393–401]. Article

11 of the International Law Commission's Articles on Responsibility of States for Internationally Wrongful Acts provides a relevant point of reference by recognising that conduct otherwise not attributable to a State may nevertheless be considered an act of that State where, and to the extent that, the State acknowledges and adopts the conduct as its own [12, Art. 11]. This standard supports the view that mere facilitation, encouragement or political support should not, without more, be equated with acknowledgement and adoption of the foreign governmental conduct as the State's own. The Panel in DS616 reflected this concern by rejecting inducement as a sufficient basis for attributing Chinese-origin financial contributions to Indonesia under Article 1.1(a)(1), while leaving unresolved whether Article 1 could apply directly to the contribution of the actual foreign grantor [23, paras. 7.59–7.61, 7.90, 7.102–7.103].

The separation of the granting and exporting Members also creates procedural and evidentiary difficulties. Part V is structured principally around investigations of subsidised products imported from another Member, while the information required to establish a transnational support relationship may be divided across jurisdictions: the granting State may control information concerning the programme and financing terms, whereas the producer in the exporting State holds information concerning production and exports [21, Arts. 10–23; 6, pp. 855–861]. Article 25 presents a related transparency problem because Article 25.2 does not expressly allocate notification responsibility where the Member controlling the governmental support differs from the Member in which the recipient or supported economic activity is situated [21, Art. 25.2].

These questions provide the benchmark for assessing PTA practice. The relevant issue is not whether preferential agreements reproduce the SCM Agreement with broader territorial language, but whether they use different legal techniques to define covered actors, regulate support relationships, allocate responsibility and address cross-border effects and information gaps.

PTA legal architecture: state enterprises, non-commercial assistance and allocation of responsibility

The Australia–Peru FTA, the USMCA and the UK–Australia FTA address transnational subsidisation through a legal architecture that differs fundamentally from the SCM Agreement in three respects. First, the relevant obligations attach to defined categories of state-linked enterprises without requiring a prior determination that those entities constitute “public bodies” within the meaning of Article 1.1(a)(1) SCM. Second, the treaty concept of non-commercial assistance is defined autonomously rather than by reference to the financial-contribution and benefit requirements of Article 1. Third, primary obligations requiring a Party to “ensure” specified conduct allocate responsibility for state-enterprise behaviour directly through the treaty rule, reducing the need for a separate State-to-State attribution analysis.

One important feature is the definition of covered enterprises. Whereas Article 1.1(a)(1) SCM requires a financial contribution by a government or public body, the selected PTAs use ownership and control criteria, including governmental shareholding, voting rights and powers concerning the appointment or control of management bodies. These definitions do not reinterpret the WTO concept of “public body”; instead, they establish autonomous treaty categories through which obligations may attach to a state-linked enterprise without requiring a separate finding that it possesses, exercises or is vested with governmental authority [1, Art. 16.1; 19, Art. 22.1; 9, Art. 18.1]. This design is particularly relevant where state banks, utilities or industrial enterprises operate as providers or intermediaries of support in cross-border production structures.

A similar degree of autonomy is evident in the concept of non-commercial assistance. The three agreements cover forms of support including grants, debt forgiveness, preferential loans and guarantees, equity investment and the provision of goods or services on terms more favourable than those commercially available [1, Art. 16.1; 19, Art. 22.1; 9, Art. 18.1]. Although these forms of support overlap with conduct capable of satisfying the financial-contribution and benefit requirements of Article 1 SCM, non-commercial assistance is a treaty-specific concept and does not reproduce the constituent elements of Articles 1 and 2. Its scope is also narrower in an important respect because the relevant disciplines are centred principally on covered state-owned enterprises rather than on subsidies received by enterprises irrespective of ownership.

The USMCA adds a more prescriptive layer by restricting certain forms of non-commercial assistance to financially unsustainable state-owned enterprises, including particular loans, guarantees, support to insolvent or near-insolvent enterprises and specified debt-to-equity conversions [19, Arts. 22.6.1–22.6.3]. These rules differ from the adverse-effects disciplines because, once their conditions are satisfied, breach does not depend upon a separate demonstration of displacement, price effects or injury.

The treatment of support provided through state-linked entities is particularly important for the attribution problem identified under the SCM Agreement. The selected PTAs regulate both non-commercial assistance provided directly or indirectly by a Party and assistance supplied through state enterprises or state-owned enterprises, while provisions requiring a Party to “ensure” specified conduct by those entities allocate responsibility through the primary treaty obligation itself [1, Art. 16.6; 19, Arts. 22.6.4–22.6.6; 9, Art. 18.6]. The relevant inquiry is therefore whether the Party has complied with that express obligation, rather than whether the enterprise's conduct must first be attributed to the State through a separate State-to-State attribution analysis. These provisions do not alter the general law of attribution, but they reduce the need to rely on it by specifying directly how a Party must regulate the conduct of defined state-linked entities.

Obligations concerning commercial considerations and non-discrimination extend the framework beyond transaction-specific subsidy control. The three agreements require covered state enterprises, when engaging in commercial activities, to act in accordance with commercial considerations and to comply with specified non-discrimination requirements in their purchases and sales [1, Art. 16.4; 19, Art. 22.4; 9, Art. 18.4]. Because these obligations do not require each transaction to satisfy Articles 1 and 2 SCM, they can address recurrent non-market conduct by state enterprises that may not be readily reduced to a single identifiable subsidy measure. At the same time, their scope remains limited by the coverage criteria of the respective state-enterprise chapters, so enterprises falling outside the relevant definitions, and activities falling outside the scope of the applicable obligations, may remain beyond these particular disciplines even where substantial governmental influence is present.

The significance of the PTA model therefore lies in the way it reorganises the relationship between the State, state-linked enterprises and the support being provided. Autonomous definitions determine the entities subject to the chapter, non-commercial assistance provisions establish treaty-specific forms of regulated support, and “shall ensure” obligations allocate responsibility for specified state-enterprise conduct directly through the primary rule. These mechanisms mitigate some of the uncertainty surrounding public-body status and attribution under the SCM Agreement, while remaining constrained by the ownership-based scope of the relevant chapters.

Third-market effects, transparency and dispute settlement

The cross-border character of these PTA disciplines is most visible in their treatment of adverse effects occurring in non-Party markets. The Australia–Peru FTA, the USMCA and the UK–Australia FTA recognise, in specified circumstances, displacement or impediment of exports and significant price effects occurring outside the territories of the Parties directly involved in the support relationship [1, Art. 16.7; 19, Art. 22.7; 9, Art. 18.7]. The USMCA makes this particularly explicit by extending the relevant chapter to activities of a Party's state-owned enterprises that cause adverse effects in the market of a non-Party [19, Art. 22.2(1)], while the Australia–Peru and UK–Australia agreements achieve a comparable result through their scope and adverse-effects provisions [1, Art. 16.2(1), n. 9; 9, Art. 18.2(1), n. 9].

These provisions are important because they allow the legal consequences of a support relationship to be assessed even where the granting State, the supported enterprise and the market in which competitive harm materialises are geographically separated. Their significance should not, however, be overstated: Article 6.3 of the SCM Agreement already recognises certain displacement, impediment and price effects in third-country markets [21, Art. 6.3(b)–(d)]. The added value of the PTA approach lies instead in connecting those effects expressly to treaty-defined state enterprises and non-commercial assistance, thereby specifying the institutional and legal relationships through which the adverse effects arise.

Transparency obligations complement these substantive rules and address a problem identified in the WTO baseline analysis: because transnational support relationships frequently involve information dispersed across several jurisdictions and state-linked entities, the party controlling the relevant evidence may differ from the party most directly affected by the resulting remedy. The relevant PTA chapters contain information requirements concerning covered enterprises, governmental ownership or control and, in certain circumstances, non-commercial assistance [1, Art. 16.10; 19, Art. 22.10; 9, Art. 18.10]. These provisions are particularly significant where one State controls information concerning the provider or terms of support while another hosts the beneficiary or production activity. In this respect, PTA transparency rules provide a more specifically structured response to evidentiary fragmentation than the general notification framework of Article 25 SCM.

The procedural structure of these agreements also differs from countervailing-duty law. Claims concerning non-commercial assistance, commercial considerations and related obligations may be pursued through the agreements' inter-State dispute-settlement mechanisms, including procedures designed to facilitate access to information relevant to the dispute [1, Art. 16.15 and Annex 16-B; 19, Art. 22.15 and Annex 22-B; 9, Art. 18.15 and Annex 18-B]. A successful claim may therefore result in a finding of non-conformity with a treaty obligation rather than directly authorising the imposition of a countervailing duty. The PTA model consequently operates as an inter-State discipline on governmental support and state-enterprise conduct rather than as an extension of unilateral trade-remedy jurisdiction.

Taken together, the third-market, transparency and dispute-settlement provisions extend the practical reach of PTA disciplines beyond a purely domestic support relationship while preserving their treaty-based character. They enable specified competitive effects in non-Party markets to be recognised, improve access to information concerning state-linked actors and provide agreed procedures for enforcing the resulting obligations. Their operation nevertheless remains limited to the parties and covered entities defined by the particular agreement.

Legal implications and remaining limitations of the PTA model

The comparative analysis indicates that the principal contribution of the selected PTAs lies in addressing specific structural problems of transnational subsidisation through express treaty rules rather than through expansive interpretation of existing subsidy concepts. Their autonomous definitions of covered enterprises reduce uncertainty concerning the status of state-linked actors, while non-commercial-assistance provisions regulate specified forms of support without reproducing the full analytical sequence of Articles 1 and 2 SCM. Provisions requiring a Party to ensure particular conduct by its state enterprises further reduce dependence on separate attribution analysis by allocating responsibility directly through the primary treaty obligation.

The treatment of third-market effects and information obligations provides a further response to the geographical dispersion inherent in transnational subsidisation. Although WTO law already recognises certain third-country effects under Article 6 SCM, the PTA provisions connect those effects expressly to defined state enterprises and treaty-specific forms of assistance. Their transparency mechanisms similarly facilitate access to information where evidence concerning the provider, recipient and terms of support is distributed across different jurisdictions and state-linked entities.

These advantages remain subject to important limitations. The relevant disciplines are centred primarily on state-owned enterprises and are conditioned by treaty-specific definitions, thresholds, exclusions and sectoral qualifications. They therefore leave a significant regulatory gap with respect to governmental support received by privately owned enterprises, which may receive foreign governmental financing, guarantees, preferential inputs or other forms of support capable of falling within Articles 1 and 2 SCM where the relevant treaty requirements are satisfied, without triggering the corresponding obligations under the relevant PTA chapter. The limited application of these agreements to their respective parties imposes an additional geographical limitation, since similar forms of transnational support may be regulated differently depending on the treaty relationships among the States concerned. This treaty-dependent variation contributes to regulatory fragmentation

by subjecting comparable forms of transnational governmental support to different legal disciplines depending on the applicable preferential agreement.

PTA practice should therefore not be treated as a substitute for multilateral subsidy regulation. Its broader significance lies in demonstrating that some of the uncertainties associated with transnational subsidisation can be reduced where treaty rules define the relevant actors, forms of support, cross-border effects and information responsibilities expressly. These agreements consequently provide useful comparative models for considering the future development of WTO subsidy disciplines, while their limited personal and geographical scope confirms the need for solutions capable of operating beyond individual preferential relationships.

CONCLUSION

The analysis shows that preferential trade agreements can address several legal difficulties created by transnational subsidisation, but they do so through mechanisms that differ from the structure of the SCM Agreement. The Australia–Peru FTA, the USMCA and the UK–Australia FTA do not establish a comprehensive regime for transnational subsidies. Their contribution lies instead in the use of autonomous definitions of covered state enterprises, treaty-specific rules on non-commercial assistance, obligations concerning the conduct of state-linked entities, recognition of specified effects in non-Party markets and dedicated transparency and dispute-settlement procedures.

These features are particularly relevant where the governmental source of support, the recipient enterprise and the affected market are located in different jurisdictions. By defining covered entities through ownership and control criteria and by imposing obligations requiring Parties to regulate specified conduct of their state enterprises, the agreements reduce some of the interpretative uncertainty surrounding Articles 1 and 2 of the SCM Agreement and lessen the need for separate State-to-State attribution analysis. Their treatment of third-market effects and information obligations further shows how cross-jurisdictional support relationships can be regulated through express primary treaty rules rather than left entirely to contested interpretation or unilateral trade-remedy practice.

The PTA model nevertheless remains partial. Its operation is limited by ownership-based coverage, treaty-specific thresholds and exclusions, and the limited application of preferential agreements to their respective parties. It cannot therefore replace multilateral subsidy regulation or resolve the broader regulatory problem of transnational governmental support involving private enterprises and States that are not parties to the relevant agreement. At the multilateral level, these lessons point in particular to three areas requiring further consideration: the treatment of cross-border governmental support under Article 1, the jurisdictional dimension of specificity under Article 2, and the allocation of notification and information responsibilities under Article 25 of the SCM Agreement.

The principal lesson for the future development of WTO subsidy law is not that existing SOE chapters should be reproduced wholesale, but that some of the uncertainties surrounding transnational subsidisation can be reduced when the relevant actors, support relationships, allocation of responsibility, cross-border effects and information obligations are addressed expressly in the primary treaty rules. The PTA experience also confirms that entity coverage, definitional thresholds and information access are not merely technical questions of implementation but substantive choices that determine how far a reformed multilateral regime could reach.

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ҲУҚУҚИЙ ТАДҚИҚОТЛАР ЖУРНАЛИ

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