

## Opinion

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*(Rule 147 of the Rules of Procedure)  
of the Committee on External Economic Relations  
for the Committee on Foreign Affairs, Security and Defence Policy*

Drafted by: Mr. André Sainjon

At its meeting of 21 June 1995 Committee on External Economic Relations appointed Mr. Sainjon draftsman

At its meeting of 29 May 1966 it adopted the considered draft opinion.

At the latter meeting it adopted the conclusions as a whole, unopposed with 1 abstention.

### **I. Background to the Human Rights Clause**

For a long time human rights were referred to in the preamble to agreements between the European Union and other parties. Such statements of good intent were in no way binding and left all the parties free to indulge in reassuring platitudes.

It was only in 1989, at the time of the negotiation of the Lomé IV Agreements, that human rights were incorporated into the body of agreements (Article 5) instead of the preamble. This article did not provide a clear legal basis for suspending or denouncing an agreement in the event of human rights violations.

In 1990 a clause based on clear democratic principles and a definition of human rights was introduced into the agreements signed with Argentina and subsequently with other Latin American countries and regional groupings, (Chile, Uruguay, Paraguay, the Andean pact and Brazil) and European countries (the Baltic states and Albania). For the first time, provision was made for suspension of the agreement in the event of non-compliance. This was backed by an additional clause which may take one of two forms:

- the so-called "Baltic clause" authorizing suspension of the agreement with immediate effect;
- the "Bulgarian" non-execution clause followed by a consultation procedure.

This background information shows how the idea of a human rights clause has developed in several stages. First, introduction of the concept, followed by its incorporation into the preamble of agreements, and then into the body of the text with the legal basis, and finally an additional clause making it possible to suspend the agreement in various ways.

### **II. The Social Clause and Human Rights in the Workplace**

The Committee on External Economic Relations has also had to deal with the question of human rights, more specifically in the trade context. Human rights in the labour market constitute a key element of human rights in general. The principle of equal treatment must be included in all trade agreements and in the new international order. The aim was to make it clear to all the developing countries concerned that the international community would no longer accept scandalous practices such as slavery, child exploitation, torture and the murder of hundreds of trade unionists. There is no question of retreating into protectionism or demanding that developing countries apply wage

and social protection standards equal to those of developed countries. This must be repeated again and again. It will take some time for this idea to make headway.

There are four possible areas of intervention:

1. World Labour Organization (ILO); however, Michel Hansenne, the Director-General, believes that this institution is not yet ready for the social clause.
2. The World Trade Organization (WTO); in which the brave statements by Leon Brittan sparked off a general outcry, especially on the part of Asian countries.
3. The Generalized System of Preferences may prove more encouraging. Anti-slavery proceedings are in progress in respect of two countries, namely Pakistan and Burma. Moreover, as from 1 January 1988, special encouragement measures, granting an additional preferential margin to all countries respecting certain social standards, will be introduced.
4. The final idea, to which the Commission does not seem opposed, is that of drawing up a code of conduct for European multinationals, the details of which still remain to be defined, possibly including the establishment of an anti-slavery label.

### III. CONCLUSIONS

The Committee on External Economic Relations calls on the Sub-Committee on Human Rights, as the committee responsible, to take account of the following points:

1. Human Rights in the workplace should form an integral part of the human rights clause.
2. The idea of the social clause will gradually gain ground but will take a long time to become accepted, especially in Asian countries.
3. In the meantime, hopes to be able to continue the work undertaken in the framework of the Community Generalized System of Preferences; will closely monitor the proceedings initiated by the Commission vis-a-vis Pakistan and Burma with regard to child labour and forced labour; calls on the Commission, in accordance with the resolution of 13 July 1993, to carry out investigations into Community imports of products manufactured in rehabilitation camps in China, and to do the same with regard to imports of flowers and fruit produced in inhuman conditions in Central America, South America and Africa.
4. Expresses the wish that Parliament will continue to bring pressure to bear upon the Commission for a debate to be held on the subject in the WTO and for this subject to be placed on the agenda of the ministerial-level meeting of the WTO scheduled to take place in Singapore in December.
5. Calls for a code of conduct to be introduced for European multinationals.
6. Insists that human rights in the workplace should be included in the preamble to international agreements.
7. Welcomes the fact that the Commission has drawn up a standard wording for the human rights clause which will in future be inserted in all international agreements and demands that this standard wording should be supplemented so that the "essential elements" clause also includes the key human rights provisions of the ILO banning child labour (Conventions 5 and 138), banning forced labour (Conventions 29 and 105), on freedom of association (Convention 87) and on the rights to collective bargaining (Convention 98).