

THE
JOHN H. JACKSON
MOOT COURT COMPETITION



WORLD TRADE
ORGANIZATION

ANSWERS TO CLARIFICATION QUESTIONS



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Note for teams

Questions are presented as received from teams. The case authors have carefully considered all the questions.

They have been divided into two parts: Part I: Economic and legal framework of the Engeli-Rubina relationship and Part II: Industrial, Technical & Factual Context of the Dispute.

Duplicate questions on the same/similar issues received from several teams have only been addressed once. Teams are reminded that their arguments shall be limited to the specific legal claims and defences raised in the case and based on the facts provided therein and in the clarifications below.

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Clarifications and corrections by the Case Authors

1. The Complainant's name is Astha.
2. In paragraph 3 of the Case, the term "*namely*", when referring to the ILO fundamental conventions, is replaced with "*including*".
3. In paragraph 20 of the Case, the statement "[...] *by dividing the total volume of extracted minerals each year [...]*" is replaced with "[...] *by dividing the total volume of extracted and processed minerals each year [...]*".

Section I: Economic and legal framework of the Engeli-Rubina relationship

1. Is there more evidence in evaluating the elements of Art. XXIV, such as the customs duties and non-tariff barriers between Engeli and other countries before signing the CMP agreement?

All available evidence is provided in paragraphs 21 to 23 of the Case.

2. Was the whole CMP Agreement codified by Executive Order 1 of 2022?

Yes, *Executive Order 1 of 2022* codified the CMP Agreement in its entirety.

3. Is it possible to show all Engelian domestic laws and regulations used to determine “products from Rubina under Joint-Partnership” as domestic products?

The domestic product status granted imports from Rubina under the Joint Partnership is reflected in Engeli’s domestic legislation through *Executive Order 1 of 2022* (paragraph 24 of the case).

4. Does international law function as a direct source of domestic law in Engeli? If not, have OECD Guidance, IFDA, and ILO child-labour conventions been incorporated into domestic legislation?

Engeli has ratified the ILO fundamental conventions (paragraph 3 of the Case and clarification (1)). The country signed the *Investment Facilitation for Development Agreement* (IFDA), which has been finalised but is not yet part of the main WTO framework. Engeli is an adherent to the *OECD Guidelines for Multinational Enterprises on Responsible Business Conduct*.

5. Regarding paragraph 22, can minerals extracted in Rubina but *not* processed in the Joint Facility fall under Engeli’s allocated share? If so, on what basis?

Domestic status can be granted to critical minerals extracted in Rubina and/or processed in the Engeli-Rubina Joint Facility (paragraphs 20 and 22 of the Case).

6. In paragraph 22, does the 5% ad valorem apply only to Rubina while other states face higher rates, or is Rubina at 0% and all others at 5%?

A 5% *ad valorem* tariff is Engeli’s standard rate applied to imports of critical minerals. Under the CMP Agreement, import duties on all raw and processed critical minerals traded between the Parties are eliminated.

7. Paragraph 36: What is the difference between a consignment “failing verification” and “lacking valid certification”? What criteria determine each?

“Lacking valid certification” refers to situations in which the importer either fails to submit the required responsible supply-chain certification or submits one that is incomplete, expired, or otherwise non-compliant with the formal requirements set out in *Directive 3 of 2025*.

“Failing verification” refers to cases where a certification is submitted, but during the verification process by the Ministry of Commerce and the Ministry of Labour, the authorities determine that the information cannot be verified, is inaccurate, or does not satisfy the government’s verification checks.

8. Was there any reaction from WTO Members (including Astha) regarding the CMP Agreement’s conclusion and afterwards?

Nothing specific, except that Astha began preliminary discussions with Engeli to launch a similar agreement in January 2024, indicating its interest.

9. What is the ratio between imported Rubina critical minerals versus imports from other countries, and what share of Rubina’s barite exports to Engeli comes from the Joint Facility?

The first part of the question is incomplete as it does not specify the importing country.

For the second part of the question, of Rubina’s allocated share (see paragraph 20 of the Case), approximately 65% of its barite is processed in the Joint Facility. The remaining 35% is divided evenly between export and domestic use. Of the portion exported, about 70% is shipped to Engeli.

10. Executive Order 1 of 2022 says “products produced in Rubina” under joint partnership may qualify as domestic. How is this defined? Does it cover only critical minerals or other products?

Only critical minerals extracted and/or processed under the Engeli–Rubina Joint Facility qualify, as indicated in paragraphs 20 and 22 of the Case.

11. Raya Developer legally a governmental agency under GATT III:8(a), or a private contractor? If private, does any law treat its procurement as government procurement?

See paragraph 13 of the Case. This question is for the students to assess.

12. Do the 25% price preference and $\geq 30\%$ domestic-content criteria apply solely to recognised by Engeli or more broadly? Are they mandated by law?

The 25% price preference and the $\geq 30\%$ domestic content criterion appear in *Raya Developer's* procurement criteria. It is for the students to argue whether they are mandated by law.

13. Has Engeli notified the CMP Agreement to the WTO (FTA/CU), interim agreement, transparency mechanism)? Does the CMP contain a plan/schedule to form an FTA or CU?

The Government of Engeli has not notified the CMP Agreement to date, but it is currently preparing the Article XXIV GATT 1994 notification for the WTO Committee on Regional Trade Agreements.

14. What objective written criteria classify consignments as high-risk vs low-risk under Directive 3/2025? Please also provide aggregate data (percentages, clearance times, examples).

The high-risk and low-risk categories form part of Engeli's Customs risk-management system, which includes additional scrutiny for areas with known child-labour concerns (see paragraph 36 of the Case). Beyond these concerns, the criteria also consider participation in and implementation of international labour conventions, as well as companies' position in the supply chains. Requests for examples or percentages fall outside the scope of the Case.

15. Paragraph 35: Which certification standards are used by private entities recognised by Engeli to determine child labour involvement in supply chains?

The responsible supply chain certification must align with internationally recognised standards, including the *OECD Due Diligence Guidance* and the relevant ILO conventions.

16. Has Engeli implemented its ILO, OECD, and IFDA obligations into domestic law as part of responsible-business or customs-risk-management frameworks?

See the response to Question 4 in this Section.

17. Under the CMP allocation rule (35% to Engeli), are only these goods considered domestic products of Engeli?

Rubinian critical minerals may be considered originating in Engeli if they are extracted and/or processed in Rubina in accordance with the requirements of the CMP Agreement (paragraph 22 of the Case).

18. Do Engeli and Rubina apply substantially the same duties and commercial regulations to third countries? Does the CMP regulate external commercial relations?

The provisions of the CMP Agreement apply only to trade between the Parties.

19. Has Engeli conceded an Article I:1 GATT violation, or argues that any violation is justified under Article XXIV?

This question is for the students to assess.

20. Does Directive 3/2025 operate as an import regulation or effectively as a restriction on Astha's ability to export paint (GATT XI:1)?

This question is for the students to assess.

21. Are there MFN exceptions relating to Engeli–Rubina listed in the GATT Article I:2 Annex?

This question is for the students to assess.

22. Is Astha the only country affected by “high-risk” classification and additional verification procedures?

See paragraph 37 of the Case.

23. Has the CMP Agreement been formally notified as a preferential trade arrangement (PTA)?

See the response to Question 13 in this Section.

24. Under paragraph 22, does “processed” require processing in the joint facility? Is extraction alone insufficient?

The domestic product status can be granted to critical minerals extracted in Rubina and/or processed in the Engeli-Rubina Joint Facility.

25. Are the responsible supply-chain certification requirement and the customs risk-classification system both part of Directive 3/2025, or did the risk system predate it?

***Directive 3 of 2025* encompasses both the responsible supply chain certification requirement and the Customs risk-management system.**

26. What are the HS classifications / tariff codes for cooling paint and conventional paint? Have they changed since pre-2022 HS nomenclature?

***‘Paint’* covers both paints and coatings, while *‘coatings’* may technically refer to a broader category of paints designed for protective or functional purposes. For the purpose of this Case, both are treated as a single category, namely decorative and functional surface applications (footnote 3 of the Case). The applicable HS codes for cooling paint and conventional paint should be analysed and determined by the students.**

27. Are customs risk-management procedures implemented under Directive 3/2025 or a separate framework?

The Customs risk management is part of *Directive 3 of 2025*.

28. Is tariff classification for barite, barium sulphate, and paints specified under Engeli’s Customs Tariff schedule, and what are the codes?

The applicable HS codes for paints, barite, and barium sulphate should be analysed and determined by the students.

29. What exactly are the raw and processed critical minerals covered by the CMP Agreement?

The CMP Agreement covers minerals designated as “critical minerals” by the Parties to the Agreement. See paragraph 4 of the Case for the definition of critical minerals. Barite (barium sulphate) was designated a critical mineral by Astha, Engeli, and Rubina in 2012.

30. Is there a tariff quota for critical minerals from Astha? If yes, what is its size?

No. Engeli does not apply any tariff-rate quotas to imports of critical minerals.

31. Does Directive 3/2025 have an explicit statutory basis (e.g., child-labour act)?

Directive 3 of 2025 operates as standalone legislation without an explicit statutory basis.

32. What benefits or entitlements does Rubina receive under WTO accession, especially tariff incentives in the CMP?

This question is unclear.

33. What is the financial relationship between the Ministry of Commerce and Raya Developer? Who bears the procurement cost?

The contract in Annex 2 of the Case indicates that *Raya Developer* is responsible for conducting the procurement for the project. In this context, *Raya Developer* bears the procurement costs. The Case does not describe any financial relationship between the Ministry of Commerce and *Raya Developer*.

34. Is the CMP Agreement part of a broader free-trade agreement?

This question is for the students to assess.

35. What does Directive 2/2023 require regarding priority use of domestic and green building materials? Does it match the Raya website specifications or impose additional conditions?

This question is for the students to assess.

36. Based on paragraph 22 and Executive Order 2022, does 100% of Joint Facility output count as Engeli origin, making the 65–35 allocation ineffective?

The extraction and processing requirements do not displace the 65–35 allocation. The allocation scheme governs how the joint facility's total output is divided between the Parties. Only Engeli's allocated share may be treated as originating in Engeli under the CMP Agreement.

37. What is the normative content of Directive 3/2025? Does it address issues beyond child labour, e.g., freedom of association, forced labour, discrimination?

Directive 3 of 2025 focuses on child labour (paragraph 35 of the case).

38. What is deemed a “standard preference margin” when evaluating domestic options under Contract 05/2024-PWH?

Raya Developer, as the contractor, may apply a “standard preference margin” when evaluating domestic options. The contract does not define this margin and leaves its determination to Raya Developer.

39. What were Engeli’s applied and bound tariff rates for raw and processed barite prior to July 2022?

See paragraph 22 of the Case.

40. Does Executive Order 1/2022 extend domestic-product status to third-country goods containing barium sulphate processed in the Joint Facility?

Executive Order 1 of 2022 codified the CMP Agreement, which covers only raw and processed critical minerals traded between the Parties.

41. Does Raya Developer purchase paint on behalf of the government, and if so:
a. Are the funds state-financed?
b. Does the Ministry have approval/veto powers over supplier selection or domestic preference?

These issues are for the students to assess and argue based on the Case. For the second question, see Annex 2 of the Case.

42. Are all paints procured under Contract 05/2024-PWH used exclusively for government buildings? What happens if public housing is rented or sold?

This question is for the students to assess.

43. Were the CMP Agreement and Executive Order 2022 notified to WTO under GATT XXIV:7(a)?

See the response to Question 13 in this Section.

44. What reasons were given for Parisa's unsuccessful bid?

This question is for the students to assess.

45. Is Raya Developer owned/controlled/overseen by the government?

The relationship between *Raya Developer* and Engeli's Ministry of Public Works and Housing is outlined in Annex 2 of the Case. This question is for the students to assess.

46. Does the 25% domestic price preference affect only evaluation or also the final payment price?

For evaluation purposes only.

47. Does the CMP include provisions beyond tariff preferences, suggesting an intention to form a broader FTA/CU?

In addition to tariff preferences, the CMP Agreement contains commitments on Customs formalities, the removal of restrictive measures affecting trade in critical minerals, and broader cooperation (see paragraphs 22 and 23 of the Case).

48. Are all imported paints checked under the high-risk system, or only Parisa's?

See paragraph 37 of the Case.

49. Was Luminex's USD 18/gallon price approved under the exception for environmental/innovative benefits?

This question is for the students to assess based on the facts in the Case.

50. Were less trade-restrictive alternatives considered before adopting Directive 3/2025?

This question is for the students to assess based on the facts in the Case.

51. What specific criteria are used in the customs risk-management system?

See the response to Question 14 in this Section.

52. In Case Fact paragraph 14, Raya Developer mentioned that the procured paints were for public housing. What does "public housing" refer to? Does it only refer to affordable rental housing provided by the government, or does it also include buildings that can be purchased and owned by qualified people at a lower price?

Public housing refers to housing developed or supported by the government as part of its public service and social infrastructure functions, typically to provide affordable accommodation for its people.

53. Case Fact paragraph 2 mentions that Rubina is a least developed country. Shall the Executive Order 1 of 2022 by Engeli, the developed country, exercise the utmost restraint as provided in the Enabling Clause? If the answer is yes, did Engeli notify the WTO Members about its preferential treatment for Rubina under the CMP Agreement and Executive Order 1 of 2022?

Executive Order 1 of 2022 simply codified the CMP Agreement and does not regulate any substantive matters beyond the commitments already set out in that Agreement. With respect to the second part of the question, see the response to Question 13 in this Section.

54. Case Fact paragraph 25 states that Engeli is expanding its network of CMP Agreements with other countries. In this regard, Engeli and Astha had initiated discussions regarding the launch of a CMP Agreement. However, formal negotiations have yet to commence according to paragraph 2G. Is there any background information about the reason why formal negotiation has not been initiated?

The Case does not disclose any specific reason for this.

55. In line 3 of Case Fact paragraph 39(3), should there be an "s" after the word "constitute"?

Yes.

56. What are the objective criteria or thresholds used by Engelian Customs to classify consignments as "high risk" and "low risk"?

See the response to Question 14 in this Section.

57. Is Raya Developer's tendering process formally considered a government procurement activity conducted on behalf of Engeli, or a private commercial decision made independently by the contractor?

This question is for the students to assess.

58. Does the CMP Agreement only cover trade in criminal minerals, or does it also include other goods and services?

The CMP Agreement covers only raw and processed critical minerals (paragraph 22 of the Case).

59. Does the tariff elimination between Engeli and Rubina apply to all products traded between the two countries, or only to barite and barium sulphate?

Raw and processed critical minerals, which include barite and barium sulphate (paragraph 22 of the Case).

60. Does the "both under Engeli's allocated share" under Paragraph 22 refer to the mineral allocation scheme in Paragraph 20?

Yes.

61. Paragraph 22 states that the CMP 'eliminates import duties' on critical minerals traded between Engeli and Rubina. It then states, 'With respect to critical minerals, Engeli maintains an applied tariff of 5% ad valorem.' Does this 5% tariff refer to the tariff rate that Engeli applied to all other WTO Members, such as Astha, from which Rubina is now exempt? Or does this 5% tariff still apply to Rubina and other countries?

See the response to Question 6 in this Section.

62. What is the market share of Rubina's Barite production and Astha's Barite production respectively?

This question is unclear.

63. What type of paint did Parisa provide when they entered the procurement in March 2024? Did it have any cooling effect?

The paint *Parisa* provided at that time did not have a cooling effect.

64. Have all three countries Rubina, Engeli and Astha ratified all of the ILO Fundamental Conventions or only the ones concerning Child Labor?

Astha, Engeli, and Rubina have ratified all ILO fundamental conventions (see Clarification (1)).

65. Could the authors provide the full text of all Directives, Decrees, Action Plans and Executive Orders referenced in the problem—including any implementing guidelines, annexes, or explanatory notes that accompany them—as well as any materials that clarify how the parties have applied the measures?

We cannot entertain this request. Generally, it is not standard practice for moot cases to supply such materials.

66. What was the operational impact of Directive 3's risk-management system? Specifically, what proportion of Parisa's "thinner and lighter" paint consignments have been subjected to delays, detentions, or complete denial of entry, if any, since the Directive's implementation?

This question is for the students to assess.

67. Does Engeli intend to sell, or has it previously sold, units of public housing on the commercial market, and in that, are there any current plans or past practices indicating that Engeli has commercially marketed or sold public housing units for profit?

See response to Question 52 in this Section. This question is for the students to assess.

68. What is the quarterly/monthly data on sales volumes and consumer stats for the "cooling paint", Parisa's "legacy paint" (see ¶15), and the Parisa's "thinner and lighter" paint since the date Luminex cooling paint was first sold to anyone versus when Luminex paint was first available to (offered to?) Raya Developers?

Such detailed market statistics are outside the scope of the moot case.

69. What are the penalties on Raya Developer for breach of articles 4.2, 4.3, and 4.4 of the contract with the Ministry of Public Works and Housing?

Non-compliance may trigger: (1) written notice, (2) suspension of payment, and (3) termination of the contract.

70. In the three rounds of procurement, what was the allocation percentage between interior and exterior paint, and did Parisa submit the same non-cooling paint for each of those bids?

The allocation percentage of exterior and interior paints is irrelevant to the Case. See the response to Question 63 in this Section.

71. If Astha and Engeli are dualist countries, what are the national policies they implemented to adopt ILO Conventions into Domestic laws?

Engeli ratified the ILO fundamental conventions through *Labour Act No. 1 of 2007*, while Astha did so through the *Law on Labour No. 113 of 2010*.

72. Is the Respondent limited to the defences set out under the claims submitted by the Complainant to the Panel, or can it present affirmative defenses under other provisions in the GATT 1994?

In moot competitions, the Respondent generally responds to the claims and arguments raised by the Complainant and presents justifications accordingly. Students should focus their arguments on the provisions specifically identified in the Case.

73. What other kinds of products has Engeli also designated as high-risk due to concerns of child labour?

See paragraph 37 of the Case.

74. Do the International Labour Organization (ILO) treaties ratified by Engeli have the force of law in the Engelian legal system?

Yes (see paragraph 3 of the Case and the response to Questions 4 and 64 in this Section).

75. Will Sunshine City's public housing constructed by Raya Developer be freely given, rented, or sold to qualifying residents?

See the response to Question 52 in this Section.

76. Are cooling paints given a different tariff classification from traditional paint, especially among the three countries relevant to this case?

The three countries in this dispute follow the HS classification system. This question is for the students to assess.

77. Has Engeli notified the World Trade Organization (WTO) of the Critical Minerals Partnership (CMP) Agreement as a Free Trade Agreement or an interim agreement toward a Free Trade Agreement?

See the response to Question 13 in this Section.

78. How many private certification bodies are recognised by the Engelian Government for verifying the “no child labour” requirement, and are these entities based in Engeli or can they be foreign-based?

The Case does not specify the number of recognised certification bodies. Such entities are available in the Tropics region and exist in various countries therein.

79. «Minerals extracted in Rubina and/or processed in the joint facility»: does this origin treatment apply only to critical minerals or also to downstream products (e.g. paint manufactured using those materials)?

The scope of the CMP Agreement includes the processed form of critical minerals, not final downstream products.

80. Could the parties clarify whether Raya Developer, though privately owned, acts “on behalf of” or “under the control” of Engeli’s Ministry of Public Works in fulfilling public procurement contracts - specifically, whether the Ministry retains authority over supplier selection or contract approval beyond general reporting obligations under Clause 4.4 of Contract No. 05/2024-PWH?

The relationship between *Raya Developer* and Engeli’s Ministry of Public Works and Housing is outlined in Annex 2 of the Case. This question is for the students to assess.

81. Could Engeli clarify whether products deemed to “originate in Engeli” under Executive Order 1 of 2022 (even when extracted and processed in Rubina) receive the same legal status as products physically produced within Engeli for all regulatory purposes, including taxation, labelling, and non-procurement policies, or solely for procurement eligibility under the CMP?

Students should focus their analysis on the procurement context, unless the Case indicates otherwise.

82. Could the parties provide data on the total trade coverage of the CMP Agreement relative to overall Engeli–Rubina trade, and specify whether the Agreement eliminates “duties and other restrictive regulations of commerce” on substantially all trade, as required under Article XXIV:8(b) GATT 1994?

See paragraph 18 of the Case. Whether the CMP Agreement eliminates duties and other restrictive regulations of commerce on substantially all trade is for the students to assess and argue.

83. Could Engeli clarify what objective criteria or risk indicators are used by Customs to classify consignments as “high risk” or “low risk,” and whether any quantitative data exist on the proportion of consignments from each trading partner (including Astha) receiving “high-risk” treatment since the adoption of Directive 3 of 2025?

See the response to Question 14 of the Case. It is for the students to assess and argue the objectivity criteria.

84. Could Engeli clarify whether the verification delays and certification requirements under Directive 3 of 2025 apply equally to Engelian firms importing goods containing barium sulphate produced domestically or within the Engeli–Rubina Joint Facility, and whether these entities must also present responsible-supply-chain certification at Customs?

See paragraph 35 of the Case. Products containing barium sulphate derived from barite imported into Engeli must be accompanied by a responsible supply-chain certification.

85. Does the Critical Minerals Partnership (CMP) Agreement between Engeli and Rubina include a plan and schedule for the formation of the partnership within a period of time?

This question is for the students to assess.

86. Is the classification standards of Engelian Customs which classifies consignments as either “low risk” or “high risk” transparent and specific?

See the response to Question 14 in this Section. This question is for the students to assess.

87. After the CMP enters into force, does the distribution of trade remain similar to the shares that various contracting parties would have secured in the absence of the CMP?

Critical minerals accounted for approximately 70% of bilateral trade between Engeli and Rubina in 2021-2022, 75% in 2013, and reached 80% in 2024.

88. Is there any information on whether Raya Developer is owned, controlled, or otherwise directed by the Engelian government, or whether it acts under delegated governmental authority in executing public procurement projects (such as Sunshine City)?

The relationship between *Raya Developer* and Engeli’s Ministry of Public Works and Housing is outlined in Annex 2 of the Case. This question is for the students to assess.

89. (Subsidy Characterisation) Does the 25% domestic price preference granted to Parisa constitute only a bidding evaluation margin, or does it also affect the final payment price made by the government or contractor?

See the response to Question 46 in this Section.

90. Does the Critical Minerals Partnership (CMP) Agreement include provisions beyond tariff preferences—such as trade in services, investment, or competition policy—that would indicate an intention to create a broader free-trade area or customs union under GATT Article XXIV?

See the response to Question 47 in this Section.

91. Regarding the “high-risk” classification of shipments from Astha, are there specific published criteria or objective factors used by Engelian Customs to determine risk level, and do these criteria apply equally to domestic and foreign suppliers?

See the response to Question 14 of the Case. The criteria apply equally to domestic and foreign suppliers.

92. Does the child labor in Paris's artisanal barite mine constitute hazardous work under the ILO Convention on the Worst Form of Child labor?

This question is for the students to assess.

93. Does the excerpt "The CMP Agreement eliminates import duties on all raw and processed critical minerals traded between Engeli and Rubina. With respect to critical minerals, Engeli maintains an applied tariff of 5% ad valorem" (Case, para. 22) mean that Engeli applies MFN tariffs of 5% ad valorem on critical minerals, but has removed such tariffs specifically with respect to Rubina under the CMP Agreement, or does it mean that Engeli maintains such applied tariff of 5% with respect to Rubinian critical minerals despite the CMP stipulating otherwise, or is the correct interpretation different?

See the response to Question 6 in this Section.

94. In the excerpt "Moreover, the parties agreed that Rubinian raw and processed critical minerals are deemed to 'originate in Engeli' under Engelian law if they meet the following conditions: (1) extracted in Rubina; and/or (2) processed in their joint facility, both under Engeli's allocated share" (Case, para. 22), does the "Engeli's allocated share" refer to the agreed 35% of the joint facility's annual output (para. 20), insofar as 35% of the (annual) output of raw and processed critical minerals extracted in Rubina (condition 1), and/or processed in the joint facility (condition 2) would be deemed to 'originate in Engeli'?

Yes.

95. Are the allocated percentages of the joint facility's annual output (Case, para. 20) calculated in quantity (be it in weight, countable units, energy content, etc.), in value, or any another measure?

This allocation is implemented by dividing the total physical quantities of the extracted and processed minerals each year between Engeli and Rubina according to the agreed percentage.

96. Does the Executive Order 1 of 2022 not alter the CMP Agreement with regard to the conditions for critical minerals to be deemed to 'originate in Engeli' (cf. Case para. 22) but merely reproduce the said conditions (and rules on other aspects of the partnership, including the application of those conditions for the purposes of government procurement), despite para. 24 of the Case stating that the "Executive Order affirms that products produced in Rubina under the joint-partnership can qualify as 'domestic' products (...)", which might be interpreted as broadening or amending the conditions for the deemed origin under the CMP Agreement?

Executive Order 1 of 2022 codified the CMP Agreement in its entirety (see paragraphs 20 and 22 of the Case).

97. To what extent is the violation of labour right of freedom of association considered in the objective criteria of risk assessment under the responsible supply chain certification (Case, para. 36) compared to the (other) supply chain risks required to be considered, given there is no information about the potential ratification by the relevant countries of the ILO's Freedom of Association and Protection of the Right to Organise Convention (No. 87), and about whether there is in theory additional scrutiny by the Engelian Customs for violations of the labour right to freedom of association?

See the responses to Questions 37 and 64. This question is for the students to assess.

98. Is the risk management system a part of Directive 3 of 2025 or a separate measure?

Directive 3 of 2025 encompasses both the certification requirement and the Customs risk management system.

99. Is Engeli's legal system monist or dualist and have they implemented any laws on child labor?

Engeli has ratified the ILO fundamental conventions. See the response to Question 71 in this Section.

100. What is Rubina's internal and external tariff policy after the CMP Agreement, and does the critical-minerals sector represent the main share of Engeli–Rubina trade or are other major sectors also significant?

See the response to Question 15 in this Section.

101. The following is stated in the case (point 22): "The parties agreed that Rubinian raw and processed critical minerals are deemed to 'originate in Engeli' under Engelian law if they meet the following conditions (1) extracted in Rubina; and/or (2) processed in their joint facility, both under Engeli's allocated share."; Under the agreement regarding the joint facility from 2017, only 35% of the CM from the joint facility's annual output would be allocated to Engeli each year, then how can there be any other CM extracted in Rubina falling under Engeli's allocated share? Is the agreement in reality that all CM extracted in Rubina is divided between Rubina and Engeli or only CM extracted and/or processed by the joint facility?

Only the extraction and production of the Engeli–Rubina Joint Facility is divided between the parties. The 35% allocated to Engeli each year forms the entirety of Engeli's allocated share under paragraph 22 of the Case.

102. The following is stated in the case (point 23): "In addition to these provisions, the CMP Agreement introduces measures to simplify Customs procedures by implementing electronic Customs clearance. The Parties further agreed to eliminate restrictive measures affecting the trade of critical minerals." Question: Is the electronic customs clearance only available to parties to the CMP agreement and restrictive measures only removed for imports and exports from these parties?

Electronic Customs clearance applies exclusively to trade between the Parties to the CMP Agreement. The elimination of restrictive measures likewise applies only to bilateral trade between them.

103. Claim 3 has been defined as "Designating Astha's "thinner and lighter" cooling paint as high risk is inconsistent with article XI:I". Has the part about the certification process (point 36) purposely been left out of the claim, because the complainant should not include this in claim for inconsistency? Or should we also consider whether the licensing part, where Engeli requires companies to obtain the certification from the private sector as a part of the claim on inconsistency?

The responsible supply chain certification and the Customs risk management system fall under *Directive 3 of 2025*. It is for the students to determine whether the certification requirement constitutes part of a measure that violates Article XI:1.

104. In carrying out the Engelian Government's Sunshine City relocation project, does Raya Developer's consignment of paints from Luminex qualify as "procurement by governmental agencies for governmental purposes" under Article III:8(a) of the GATT 1994?

This question is for the students to assess.

105. Does the Critical Minerals Partnerships between Engeli and Rubina cover only trade in critical minerals or also products derived from such minerals (eg: paints containing barium sulphate)?

Raw and processed critical minerals (paragraph 22 of the Case). See the response to Question 79 in this Section.

106. Under Directive 3 of 2025 are all Asthan paint shipments automatically classified as "high risk" or is it the classification decided case-by case based on certification or other documentation?

See paragraph 36 of the Case and the response to Question 14 in this Section. Classification is conducted on a case-by-case basis under the Customs risk-management system, which takes into account risks related to child-labour practices.

107. Since Rubina became a WTO Member on 1 April 2025, should the Panel assess the CMP Agreement's implementation only after that date, or all?

This question is for the students to argue.

108. For the 25 percent price preference under Directive 2 of 2023, does 'domestic materials' include inputs from Rubina considered Engelian under Executive Order 1 of 2022?

See paragraph 24 of the Case.

109. What is the nature and extent of the government of Engeli's financial involvement in Raya Developer, including any equity participation, sources of payments for the Sunshine City project, and operational cash flow mechanisms?

Raya Developer's relationship with the Government of Engeli under the procurement project is governed by the contractual arrangement described in Annex 2 of the Case. Beyond this, the Case provides no additional financial details,

and such matters are irrelevant to the issues.

110. Please describe the scope of the Critical Minerals Partnership Agreement between Engeli and Rubina, including (i) the categories of critical minerals covered, (ii) whether duty elimination applies to raw and/or processed forms across the value chain, (iii) the date and conditions of entry into force, and (iv) whether, in addition to tariffs, the Agreement also eliminates other types of non-tariff trade barriers.

(i) See the response to Question 29 in this Section

(ii) See paragraph 22 of the Case and the responses to Questions 58 and 59 in this Section

(iii) The CMP Agreement entered into force on the date the ratification / codification instrument was adopted

(IV) See the response to Question 47 in this Section

111. Was a draft version of Directive 3 of 2025 published prior to its final issuance in March 2025, and if so, what opportunities were provided for public, stakeholder, or affected party comments and recommendations on the draft?

Transparency and public participation were part of the process.

112. Has there been any surveys or polls conducted in Engeli regarding the attitude and opinion towards child labour in supply chains for critical minerals, including response rates and key findings?

Surveys and polls have been conducted in Engeli, primarily by non-governmental organisations. In general, the results indicate negative views toward the use of child labour in supply chains.

113. Is it possible for a company classified as "high risk" under Directive 3 of 2025 to be reclassified as "low risk", and if so, has any company from Astha undergone such a reclassification?

Classification depends on whether consignments originate from areas with known child-labour concerns (see the response to Question 14 in this Section). Any reclassification would depend on a revised assessment of the applicable risk level.

114. Since Article XX(b) of the GATT is not explicitly invoked in the Panel Request in the Questions framed, are the disputing parties procedurally permitted to raise it during the proceedings?

Students should focus their arguments on the provisions specifically identified in the Case.

115. Whether the CMP Agreement was concluded as a final FTA or as an interim agreement leading to one, and if the latter, whether it contains a plan and schedule with timeframes for completion?

This question is for the students to assess.

116. Was the CMP agreement ever notified to the WTO as an FTA or an Interim Agreement leading to a FTA within a reasonable period of time?

See the response to Question 13 in this Section.

117. Whether the minerals under the Engeli-Rubina joint facility are physically exported to Engeli as raw material or necessarily retained and processed in Rubina before being treated as Engelian-origin goods under the CMP agreement?

Raw and processed critical minerals that meet the conditions specified in paragraphs 20 and 22 of the Case qualify as Engelian origin goods.

118. How does Raya Developer determine that the domestic goods are "not cost-efficient" to adopt alternative goods according to its contract with Engeli?

Domestic goods are not considered "*cost-efficient*" when their prices are unreasonably high relative to their quality.

119. What is The process followed under Directive 3 of 2025 for verifying responsible supply-chain certifications for imports of products containing barium sulphate, including the roles of the Engelian Ministry of Commerce and Ministry of Labour, the involvement of recognized private entities, and the timeline for verification, is this process applicable to all countries?

See responses to Questions 7, 14, 78, and 106 in this Section.

120. On what basis does Engelian customs classify shipments as « high risk » or « low risk »?
And are the classifications country-specific, company-specific or product specific?

See responses to Questions 7, 14, 78, and 106 in this Section.

121. If the CMP is considered an interim step toward a free-trade area or customs union, could Engeli provide any existing plan, timetable, or schedule that sets out the stages for achieving full integration?

Whether the CMP Agreement constitutes a Free-Trade Area or a Customs Union is a matter that must be analysed and determined by the students.

122. Has the CMP Agreement between Engeli and Rubina been formally notified to the WTO under Article XXIV:7? If yes, could Engeli indicate the date of notification?

See the response to Question 13 in this Section.

123. Does 'domestic manufacturing' under Procurement Criteria 3 of Paragraph 14 also mean that 30% or more manufacturing of the paint must have been done domestically to be eligible for the 25% price preference?

As stipulated in paragraph 14 of the Case, suppliers that use 30% or more domestic materials or domestic manufacturing receive a 25% price preference. It is for the students to analyse the terminology.

124. Paragraph 36 of the Case says 'released through "expedited" procedures' regarding the processing of low-risk consignments by Engeli's customs, while Claim 3 says 'beyond "standard" customs processes.' Is the custom procedure for low risk consignments after implementation of Directive 3, the 'standard custom process' over which additional administrative procedure is imposed if the consignment is High Risk? If not, is there a difference between the expedited procedure and standard procedure? (And whether, in that case, there will be three procedures - expedited (for low risk), standard, and 'additional administrative procedure beyond the standard customs processes.')

Paragraph 36 of the Case distinguishes only between 'low-risk' consignments, which are released through expedited procedures, and 'high-risk' consignments, which undergo additional verification that may take up to one month. The Case does not describe any separate 'standard' Customs procedure. It is for the students to interpret and analyse the terminology used.

125. Does 'joint-partnership' in Paragraph 24 refer to the jointly developed extraction process the Rubina-Engeli Joint facility (Paragraph 19)?

Yes.

Section II: Industrial, Technical & Factual Context of the Dispute

1. Does Luminex have experience handling large-scale projects?

Yes.

2. In which fields do the companies mentioned by Astha in paragraph 37 operate?

Broader fields with businesses focusing on producing and/or importing products containing barium sulphate derived from barite, including paint.

3. Were there other investors participating in the procurement? What did they offer?

This question is irrelevant to the Case.

4. What are the work conditions and ecological impact of mining in Rubina compared with Astha?

The Case does not describe or compare the working conditions or ecological impacts of mining in Rubina and Astha beyond the information provided in Paragraphs 5, 30, and 31-32 of the Case.

5. What are the chemical structural differences between thinner/lighter paint and Luminex paint?

Both paints use barium sulphate as their main component. The Case does not provide any additional information on their chemical structural differences.

6. At the time of Raya's 2024 procurement, was Parisa paint the thinner/lighter or conventional version? In subsequent rounds, which type did Parisa use?

At the time of the 2024 procurement and in the subsequent rounds, *Parisa* used its non-cooling paint. Its thinner and lighter cooling paint was developed only later, in September 2024.

7. What activities do 15-year-old adolescents undertake in Saparua artisanal mining?

They assist adults and learn local mining techniques and traditions. Their activities include helping with basic extraction work, such as removing barite from shallow deposits, as well as collecting, sorting, and cleaning the mineral, and transporting light loads.

8. How was procurement under Contract 05/2024-PWH financed—Raya’s own funds or government funds?

See the responses to Questions 33, 45, and 109 in Section I.

9. What will be the end-use of public housing—government officials, population support programs, etc.?
Public housing, it is for public (citizens).

Please refer to the response to Question 52 in Section I. This question is for the students to assess.

10. After construction, who owns government office buildings and public housing—Raya Developer or the government?

See the response to Question 52 in Section I. This question is for the students to assess.

11. Does “thinner and lighter” cooling paint offer additional environmental benefits compared to traditional cooling paint? How does it compare to the University of Engeli paint?

The case does not describe any additional environmental benefits of the ‘*thinner and lighter*’ cooling paint compared to traditional cooling paint: it only addresses how the products are used. The second question is irrelevant to the Case.

12. Does the Action Plan indicate that Engeli seeks to expand partnerships specifically with mineral-rich countries under CMP, or more generally with resource-rich states?

The Action Plan serves as an overarching framework and refers broadly to partnerships with resource-rich third countries in general.

13. In paragraph 13, what procurement criteria were applied in selecting construction materials? Were additional products included?

This question is irrelevant to the Case.

14. Have scientific analyses been conducted on barite purity from Rubina vs Astha?

This question is irrelevant to the Case.

15. If critical minerals are 80% of trade, what is the composition of the remaining 20%?

The remaining share consists of agricultural products, primarily tropical fruits and spices, accounting for 20% in 2024. Both Engeli's and Rubina's agricultural sectors are expanding, and the two countries have discussed increasing bilateral trade in these products. Current projections suggest that agricultural trade between them could triple over the next decade.

16. What product is being compared with Luminex's cooling paint—ordinary paint or Parisa's cooling paint?

This question is for the students to assess.

17. What criteria do Engeli authorities use to issue certification and verification?

See the response to Questions 7 and 14 in Section I.

18. Do other regions of Astha share the custom of 15-year-olds joining mining, or only Saparua?

Artisanal barite mining is carried out only in Saparua. Other regions of Astha do not share this practice.

19. What is the policy behind public housing: who lives there, and is it free?

See the response to Question 52 in Section I.

20. Are there facts showing whether companies with labour-rights violations continued violations after the high-risk policy?

This question is irrelevant to the Case. It is for students to analyse and argue whether child-labour violations occurred.

21. Is Parisa's regular paint supplied from the same artisanal supply chain in Saparua, or only the thinner/lighter version?

See paragraph 31 of the Case. *Parisa* does not source all of its barite from Saparua.

22. What is the difference between the two barium sulphate pictures?

The picture on the left in Annex 3 shows barite, the critical mineral, while the image on the right shows barium sulphate, which is the processed form of that mineral.

23. Are other buildings built by Raya Developer classified as public buildings or commercial buildings?

Students should focus on *Raya Development's* procurement criteria for paints, as outlined in paragraph 14 of the Case.

24. Product description and specifications of Parisa's cooling paint.

The question is unclear.

25. Is the claimant's name Astha or Ashta?

Astha.

26. Under paragraph 37, who are the "several companies importing products containing barium sulphate," and what regions do they come from?

The Tropics region and beyond.

27. Under paragraph 35, what are the exact contents of the ELSA documentary?

Local artisanal mining practices involving children in Saparua.

28. Under paragraph 37, who authored the Parisa report and what is its scope?

See paragraph 31 of the Case. The report was produced in relation to an audit of *Parisa's* supply-chain due diligence practices.

29. Did critical minerals already account for 80% of trade at the time of signing CMP, or did this share rise later?

See the response to Question 87 in Section I.

30. In paragraph 22, what level of transformation does “processed” cover—only refining or also downstream products like barium-sulphate paint?

The scope of the CMP Agreement includes the processed form of critical minerals, not final downstream products.

31. What are the terms and conditions of work for children aged 15+ in Saparua?

See the response to Question 7 in Section I.

32. Detailed account of local customs in Saparua involving adolescent miners.

See the response to Question 7 in Section I.

33. What specific tasks are performed by 15-year-olds in Saparua mining?

See the response to Question 7 in Section I.

34. What did external audits and the ELSA documentary show, and how does Engeli identify a country as “high-risk”?

See paragraphs 31, 35, 36 of the Case and the responses to Questions 14 and 91 in Section I.

35. Was Parisa’s thinner and lighter cooling paint suitable to be offered in the September 2024 and March 2025 subcontract bidding for building construction and was it submitted in either/both rounds?

***Parisa’s* thinner and lighter cooling paint was developed for use on moving vehicles. The procurement rounds concerned paints intended for building construction.**

36. What is the market share of Luminex vs. Parisa in Engeli before and after the Sunshine City procurement?

See paragraph 8 of the Case. *Luminex* and *Parisa* are described as the two major paint suppliers in the Tropics region, both before and after the Sunshine City procurement.

37. What is the average delay faced by Parisa's products compared to other countries' shipments?

See paragraph 36 of the Case.

38. At what age does compulsory education end in Astha?

In Astha, compulsory education ends at age 15.

39. Noting that Parisa manufactures a variety of paints, what paint is Parisa bidding in the call for paints by Raya developers?

See the response to Question 63 in Section I and Question 6 in this Section.

40. Regarding the cooling effect of Luminex's cooling paint, the facts provide that cooling paint makes the buildings 2.5 degrees cooler during the day and 6.5 degrees at night than the environment. The annexed image shows that cooling paint cools 2.5 degrees more than normal paint. Since the initial facts compare the cooling effect to the latent environment, what is the difference between the normal paint and cooling paint's cooling effect. Is it also 6°C at night, or a constant 2.5 degrees for both day and night as shown in the diagram?

The image in Annex 3 illustrates the cooling effect under the sunlight. The cooling effect remains 2.5°C cooler at noon and 6°C cooler in the evening compared to their ambient surroundings.

41. Does the paint submitted by Parisa for the Sunshine City procurement process contain barium sulphate as a key component i.e. is it also a cooling paint?

See the response to Question 63 in Section I and Question 6 in this Section.

42. Question concerning the public housing complexes (point 13) that Raya Developer is building on behalf of Engeli's ministry of Public Work and Housing – What is the purpose of these complexes, how are they being distributed and to whom? Is the government seeking to make a profit from the distribution?

See the response to Question 52 in Section I. This is for the students to assess.

43. The Ministry of Public Works and Housing contracted Raya developer for building half of the key buildings in Sunshine city, including (but not limited to) government office buildings and public housing complexes (Paragraph 13). Is the State of Engeli, the final owner of these 'public housing complexes', and other 'key buildings'? If not, do these buildings include any

housing intended for the common public?

See the response to Question 52 in Section I. This question is for the students to assess.