ACI Research Paper #09-2025

From Innovation to Diffusion: Cross-Regional Influence of the US-Singapore FTA

Jesslene LEE

Kway Guan TAN

July 2025

Please cite this article as:

Lee, Jesslene and Kway Guan Tan, "From Innovation to Diffusion: Cross-Regional Influence of the US-Singapore FTA", Research Paper #09-2025, *Asia Competitiveness Institute Research Paper Series (July 2025)*

From Innovation to Diffusion: Cross-Regional Influence of the US-Singapore FTA

Jesslene LEE[1]

TAN Kway Guan[2]

Abstract

This study investigates the extent to which treaty language from the US-Singapore Free Trade Agreement (USSFTA) has diffused into subsequent preferential trade agreements. We argue that intercontinental agreements like the USSFTA facilitate a cross-pollination effect where provisions are more likely to diffuse successfully across regions because consensus among diverse country partners sends a strong signal about the relevance and acceptability of these provisions. We use quantitative text analysis to examine the textual similarity between the USSFTA and later agreements, with particular attention to provisions related to competition policy, government procurement, and e-commerce facilitation. We find that competition policy that requires the establishment or maintenance of competition laws and enforcement authorities, and which ensures procedural rights, have become commonplace. The uptake of government procurement provisions has been more uneven, mostly reflected in agreements whose parties are already members of the multilateral WTO Agreement on Government Procurement. As for e-commerce facilitation, the provisions in the USSFTA can now be considered the baseline where newer agreements have significantly expanded the scope of digital trade-related regulations. This cross-pollination of provisions represents an important dynamic through which provisions are adopted and integrated into other trade agreements, even without the participation of the innovating country or the "rule-maker". The findings of this study sheds light on a key mechanism through which global trade rules evolve.

[1] PhD Student, Department of Political Science, University of Toronto. jesslene.lee@mail.utoronto.ca
[2] Asia Competitiveness Institute, Lee Kuan Yew School of Public Policy, National University of Singapore. spptan@nus.edu.sg

Introduction

To what extent has the US-Singapore Free Trade Agreement (USSFTA) influenced future trade deals? Two decades since the USSFTA came into force in 2004, the landscape of global trade has evolved dramatically with the growing prominence of global value chains, increasing trade in services, and rapid trade digitalisation. The governance of global trade has also made significant advancements in response to regulatory needs and challenges that arise from these developments (Cheung, Liu, and Sengstschmid 2024). ASEAN's Digital Economic Framework Agreement (DEFA) reflect the keen interest in comprehensive frameworks for deepening economic integration on different fronts in order to managing cross-cutting issues that characterise the global economy today.

The USSFTA was US's first free trade agreement (FTA) with an Asia-Pacific country and remains US's only FTA with an ASEAN country. The USSFTA emerged on the fore of expectations that it would "[set] a precedent for future agreements" and "serve as the foundation for other possible FTAs in Southeast Asia" (US Congress 2003, 2). Then Singapore Prime Minister Goh Chok Tong convinced then US President Clinton that the USSFTA would "signal strongly the US's strategic interest in Asia and anchor the US in Asia" (Goh 2014). The USSFTA's then forward-looking provisions were considered to have "broken significant new ground" in its coverage of services, intellectual property protection, investment, government procurement, and e-commerce facilitation (USTR 2001). Twenty years after the inception of the USSFTA, has the agreement lived up to initial expectations of its precedent-setting impact and established a benchmark for future trade agreements?

We examine the extent to which the USSFTA has shaped subsequent FTAs. More specifically, we examine the similarity in treaty language between the USSFTA and later agreements signed by the US and Singapore to find out if the provisions of the USSFTA have diffused to other agreements. We focus on commitments pertaining to competition policy, government procurement, and e-commerce facilitation which were heralded as areas in which the USSFTA had broken new ground in (USTR 2003; CRS 2004). We employ quantitative text analysis to examine the textual similarity between the USSFTA on the one hand, and US's and Singapore's subsequent agreements on the other hand.

The USSFTA is a compelling case study to examine the evolution of global trade rules for many reasons. Intercontinental agreements like the USSFTA facilitate a cross-pollination effect where provisions are more likely to diffuse successfully across regions; when a new provision is introduced in an agreement involving countries from different regions, this consensus among diverse country partners sends a strong signal about the relevance and acceptability of the provision (Morin et al. 2019). It indicates to other countries that such provisions align with their needs or preferences, and can be applied across different economic environments and policy settings, which enhances the appeal and likelihood of successful diffusion of relevant provisions. Investigating whether and how innovations in the USSFTA have diffused through the network of FTAs sheds light on a key mechanism through which global trade rules evolve.

We argue that the spread of provisions from the USSFTA demonstrates the cross-pollination impact of intercontinental agreements in the diffusion of global trade rules. Provisions that were considered ground-breaking in the agreement by the US and Singapore respectively had

already been included in the other party's existing agreements.[3] The introduction of these provisions in the USSFTA opened the way for their incorporation in subsequent agreements adopted by the other party.

The findings show that the novel provisions on competition, government procurement and e-commerce in the USSFTA have diffused into and become mainstays in the US's and Singapore's respective agreements down the road. Specific clauses have been replicated in other FTAs, although there does not appear to be a systematic, widespread adoption of language from the USSFTA. Specifically, competition policy requiring competition laws and enforcement authorities, along with procedural rights, has become commonplace in trade agreements. The uptake of government procurement provisions has been more uneven, typically seen in agreements involving WTO GPA members. Finally, e-commerce provisions in the USSFTA which pertain to non-discriminatory treatment of digital products and services are the basis of digital trade chapters, with newer agreements dramatically expanding digital trade regulations.

This cross-pollination of provisions presents an important dynamic through which provisions are adopted, adapted, and integrated in other trade agreements in the "template-based process" of agreement formation (Allee and Elsig 2016; Allee and Elsig 2019). This suggests that embedding specific innovations in otherwise template-driven agreements could potentially constitute a strategy of rule-making for countries.

The findings of this study offer insights into building consensus for intercontinental or plurilateral agreements. This is salient given the tide towards mega-regional trading arrangements, where major economies like the European Union and Japan have shifted trade negotiating emphasis towards mega-regional agreements (Bown 2017). This is further evidenced in ongoing negotiations for ambitious frameworks, like the DEPA,[4] which involve participating members from across regions. It also offers a positive prognosis for the role of bilateral or plurilateral agreements as stepping stones towards coherent global trade rules.[5]

The paper proceeds with a discussion of recent developments in global trade governance and situates the USSFTA within these dynamics. This is followed by an analysis of the commitments pertaining to competition policy, government procurement, and e-commerce facilitation made in the USSFTA and how these progressively evolved in later mega-regional agreements like the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and Regional Comprehensive Economic Partnership (RCEP). The paper concludes with a discussion of ways forward for global trade governance.

[3] For example, government procurement provisions that were new to Singapore then had already been included in earlier agreements of the US, like the NAFTA. Conversely, e-commerce provisions that were considered to have "broken new ground" by the US Trade Representative had already found its way in Singapore's agreements (Nanto 2008).

[4] The DEPA, comprising Chile, New Zealand and Singapore as founding signatories, entered into force in 2021. South Korea was admitted in 2024. Canada, China, and several Latin American economies have expressed interest in acceding to the DEPA. Canada submitted its formal request to launch negotiations in May 2022, and China began negotiations to join the agreement in August 2022.

[5] This speaks to the longstanding debate about whether regional trade agreements are stumbling blocks or building blocks toward multilateral liberalisation (e.g. Baldwin 1997; Baldwin 2004; Baldwin 2017).

The US-Singapore FTA, two decades on

Negotiations for a USSFTA were launched in December 2000 and the formal agreement was concluded on January 15, 2003. The USSFTA was signed on May 6, 2003 and came into force on January 1, 2004. The USSFTA was considered to have "raise[d] the bar for rules and disciplines" covering a host of sectors (USTR 2003). The USSFTA offered provisions on new issues like treatment of digital products, introduced strong disciplines on government procurement procedures, shored up standards on intellectual property rights protection, and introduced unprecedented cooperation on enforceable labour and environmental standards (USTR 2003; Goyer 2024).

Since the coming into force of the USSFTA, both the US and Singapore have strengthened their respective economic partnerships.[6] The US-Mexico-Canada Agreement (USMCA) which replaced the North American FTA (NAFTA) modernised trade relations between the US, Canada, and Mexico, with updates on digital trade, labour standards, and intellectual property. Singapore has signed not only numerous new bilateral agreements, but also major regional trade agreements like the Regional Comprehensive Economic Partnership (RCEP) which is the world's largest regional trade agreement (CRS 2022).[7]

These moves towards upgrading existing agreements and the rise of mega-regional agreements with comprehensive coverage reflect recent efforts to address challenges arising from an evolving global economy. First, there is increasing attention given to regional trading arrangements. The centrality of global supply chains in the global economy today raises concerns about behind-the-border barriers to trade, which become increasingly significant as firms operate across multiple markets with uncoordinated regulations. With the breakdown of multilateral negotiations at the WTO, mega-regionals provide a platform to address concerns by business and civil society about regulatory cooperation, data protection, and other new issues (Bown 2017; Elsig et al. 2019, 2). The creation of mega-regionals, like the CPTPP and RCEP, also have an impact on global trade dynamics by creating large, multi-country trading blocs. Mega-regional negotiations are complex as they involve more – and more diverse – partners at the table. Much more is at stake as these mega-regionals cover ever-larger volumes of trade among signatories and have ambitious agendas.

Second, burgeoning digital trade adds significant complexity to the governance of global trade. Digital trade encompasses a wide range of interconnected sectors, such as finance, telecommunications, and manufacturing. Writing digital trade rules thus involves harmonising regulations for cross-cutting issues, which are issues that affect multiple sectors. This includes, to name a few, services, competition policy, investment, and intellectual property rights – which are in themselves sticky agenda items (Baldwin et al. 2025; Lechner and Wüthrich 2018). Potential regulatory fragmentation in digital trade governance further exacerbates the difficulty of negotiating a satisfactory bargain among signatories (Lee 2023). The commitment of CPTPP parties to undertake a General Review, designed to ensure that the disciplines "remain relevant to the trade and investment issues and challenges confronting the Parties",[8] reflects the fast-evolving global regulatory landscape and economic environment.

[6] The US has signed one new FTA since 2008: the US-Mexico-Canada agreement in 2018, which substitutes the North American Free Trade Agreement. In comparison, Singapore has been more active, signing more than 10 new FTAs and upgrading several others between 2008 and 2024.
[7] The RCEP is the world's largest regional trade agreement based on share of global GDP, share of global goods trade, and share of global population (CRS 2022, 1).
[8] CPTPP, Article 27.2.3.

Examining the impact of the USFFTA on treaty-making in global trade is especially significant in the context of both countries' longstanding efforts in negotiating new economic initiatives that address emergent regulatory challenges in global trade. The launch of the US's Indo-Pacific Economic Framework (IPEF) with 14 partner countries that represent 40 percent of global GDP in 2022 reflected the Biden administration's strategic pivot to the Indo-Pacific region. As other FTAs covering major Indo-Pacific trade partners entered into force without US participation, like the RCEP, the IPEF was seen as "important to reasserting US influence and ensuring US priorities inform regional rules" (CRS 2024, 2).

For Singapore, its proactive stance towards deepening economic integration has more recently manifested in much attention given to forging digital trade deals which expand on e-commerce provisions in the USSFTA. It has inked landmark digital trade agreements like the first-of-its-kind Digital Economy Partnership Agreement (DEPA) with Chile and New Zealand. It is also actively negotiating the DEFA with other ASEAN countries, which is primed to be the first region-wide digital economy agreement. The "Singapore-led wave of agreements" on digital trade is reflective of a desire to spur rule-making in areas where regulation lags behind technological innovation (Jones et al. 2024, 210).

Cross-pollination effect of intercontinental agreements

Rule-making through trade agreements presents an opportunity to shape the global regulatory environment. The move to harmonise rules through trade agreements is expected to improve market access by lowering transaction costs and limiting terms-of-trade manipulation, although it is argued that the process is flawed and potentially serves to empower certain rent-seeking interests (Rodrik 2018). Further, to the extent that signatories rely on existing templates to negotiate new agreements, precedent-setting in trade agreements becomes a powerful way through which a country with rule-making interests can shape the rules of the game (Allee and Elsig 2019; Newman and Posner 2016). Widespread replication of existing treaty language amplifies the influence of the original drafters, embedding their preferred legal and institutional norms in future agreements through various forces like power, competition, or emulation (Simmons et al. 2008). Taking advantage of this precedent-setting effect, negotiators strategically conclude agreements in order to establish favourable precedents to use in subsequent agreements (Castle 2023).

The US-led TPP aptly illustrates these dynamics. While now defunct, the TPP was predominantly based on prior US FTAs with nearly 45 percent of the text copied ad verbatim from US FTAs (Allee and Lugg 2016). In a statement that reflects the US's agenda-setting intention, then-US President Barack Obama remarked, the TPP "makes sure we write the rules for trade in the 21st century" (Obama 2016). The CPTPP, which succeeded the TPP, inherited much of the text of the TPP even though the US is not a part of the deal. In fact, two-thirds of the CPTPP text is identical to the TPP (Goodman 2018). This demonstrates how regulatory preferences diffuse and remain embedded in the treaty-making process, even in the absence of direct participation by the country in subsequent agreements.

The cross-pollination effect of trade agreements, in particular intercontinental trade agreements, occurs when provisions introduced in one agreement are subsequently adopted in each party's agreements with other partners. There are several reasons why we expect a cross-regional diffusion of provisions from intercontinental trade agreements. Policy diffusion literature emphasises the effect of contagion where countries are motivated to sign an agreement if their neighbours or peers have previously signed a similar agreement (Baccini and

Dür 2012; Baldwin and Jaimovich 2012). Whether the adoption of these provisions is done "defensively" in order to reduce discrimination created by third-party FTAs (Baldwin and Jaimovich 2012) or as a result of policy learning (Poulsen 2014), this creates a domino effect where similar provisions are adopted across regions. The rhetorical value of intercontinental agreements arising from their oftentimes high visibility also signals the efficacy of a given policy, facilitating emulation and learning by policymakers (Poulsen 2014; Simmons et al. 2008). Cross-regional consensus further reinforces the relevance and adaptability of the provision for diverse national settings, increasing their potential for being accepted by third parties (Morin et al. 2019). The "template-based process" of treaty-making further amplifies this diffusion effect, where countries often rely on existing templates to negotiate new agreements (Allee and Elsig 2016; Allee and Elsig 2019). When consensus is challenging to achieve in multilateral fora, trade agreements thus serve as a vehicle through which rules can diffuse.

Competition policy

Competition policies in FTAs, at the minimum, require signatories to enact laws that proscribe anti-competitive activities, set up or maintain competitive agencies, implement measures that ensure transparency and due process (OECD 2019, 3). The purpose of competition provisions, generally, is to promote economic efficiency and level the playing field for businesses (OECD 2019, 3).

Competition provisions in the USSFTA committed both the US and Singapore to enacting measures that regulate anti-competitive conduct. The objectives of the competition chapter in the USSFTA are to restrict anti-competitive conduct that discourages bilateral trade and investment, by "proscribing such conduct, implementing economically sound competition policies, and engaging in cooperation".[9] There are three components to competition provisions in the USSFTA: enacting measures that proscribe anti-competitive conduct, ensure due process and transparency, and ensure that designated monopolies and state-enterprises operate in conformance with the agreement.

Obligations on competition policy were arguable more developed in US's agreements than Singapore's agreements. Competition policy was first introduced in the US's agreements as a dedicated chapter in the NAFTA, but the specific requirements for maintaining laws and a competition authority, as well as due process and information transparency, were significant advancements in the USSFTA.[10] The NAFTA only required that signatories "adopt or maintain measures to proscribe anticompetitive business conduct and take appropriate action with respect thereto" without specifying the specific mechanisms required.[11] Cooperation and coordination were couched as recommendations with sparse details.[12] In contrast, the USSFTA contains explicit requirements to comply with requests for information and also consultations pertaining to enforcement proceedings or concerns about practices that hinder trade and investment between parties.[13]

[9] USSFTA, Article 12.1.
[10] Requirements on designated monopolies and state enterprises were included in the NAFTA and largely similarly reflected in the USSFTA.
[11] NAFTA 1501.1.
[12] NAFTA Article 1501.2.
[13] USSFTA Article 12.4, Article 12.5, and Article 12.6.

For Singapore, provisions on competition policy were incorporated in the Agreement between New Zealand and Singapore on a Closer Economic Partnership (ANZSCEP) but these were largely broad obligations. The dedicated chapter on Competition and Consumer Protection required that parties establish competition laws and regulations, and ensure procedural rights, although these provisions did not lay out specific actions that had to be taken by each party like in the USSFTA.[14]

(1) Implementing measures that proscribe anti-competitive practices

The adoption or maintenance of measures that proscribe anti-competitive practices take the form of either the enacting of laws that proscribe anti-competitive activities and/or setting up of a competition authority responsible for the enforcement of competition laws. Article 12.2 of the USSFTA states:

> 1. Each Party shall adopt or maintain measures to proscribe anticompetitive business conduct with the objective of promoting economic efficiency and consumer welfare, and shall take appropriate action with respect to such conduct.
>
> 2. Each Party shall establish or maintain an authority responsible for the enforcement of its measures to proscribe anticompetitive business conduct. The enforcement policy of the Parties' national authorities responsible for the enforcement of such measures includes not discriminating on the basis of the nationality of the subjects of their proceedings. Each Party shall ensure that a person subject to the imposition of a sanction or remedy for violation of such measures is provided with the opportunity to be heard and to present evidence, and to seek review of such sanction or remedy in a domestic court or independent tribunal.

Both countries are obligated to not only establish competition laws but also ensure that these laws were effectively enforced to deter and punish anti-competitive behaviour. The USSFTA committed Singapore to enact a generic competition law, which culminated in the Competition Bill in 2004, and create a competition commission.

(2) Transparency

The USSFTA's competition chapter is underscored by an emphasis on transparency. The USSFTA require that both countries provide due process to persons from the other country who are subject to competition law enforcement.[15] Specific transparency clauses also require both countries to share information about their competition policies and the enforcement of these measures against anti-competitive conduct, as outlined in Article 12.5 of the USSFTA:

> 1. The Parties recognise the value of transparency of their competition policies.
>
> 2. Each Party, at the request of the other Party, shall make available public information concerning the enforcement of its measures proscribing anticompetitive business conduct.

[14] ANZSCEP Articles 11.2 and 11.3.
[15] USSFTA Article 12.1.2

3. Each Party, at the request of the other Party, shall make available public information concerning government enterprises, and designated monopolies, public or private. Requests for such information shall indicate the entities involved, specify the particular products and markets concerned, and include some indicia that these entities may be engaging in practices that may hinder trade or investment between the Parties.

4. Each Party, at the request of the other Party, shall make available public information concerning exemptions to its measures proscribing anticompetitive business conduct. Requests for such information shall specify the particular products and markets of concern and include some indicia that the exemption might hinder trade or investment between the Parties.

(3) Monopolies and government enterprises

The most striking feature of the USSFTA is its dedicated article on "Designated Monopolies and Government Enterprises".[16] Both countries were obligated to ensure that any government enterprise "acts solely in accordance with commercial considerations in its purchase or sale of the monopoly good or service in the relevant market, including with regard to price, quality, availability, marketability, transportation, and other terms and conditions of purchase or sale".[17] This means that government enterprises are to base their decisions based on commercial principles like efficiency or profitability, rather than non-commercial motives. These measures ensure a level playing field for both US and Singapore firms in the respective partner markets, and that domestic firms are not unfairly favoured over foreign ones.

For Singapore, this meant that it had to ensure that its Government-Linked Corporations (GLCs) – responsible for more than half of Singapore's economic activities – operate in accordance with commercial considerations and on a non-discriminatory basis (USTR 2003, 40). Singapore is also explicitly prohibited from influencing or directly the decisions of government enterprises except if it complies with the agreement.[18] Singapore is also required to gradually reduce its ownership and influence in domestic entities, with the goal of substantially eliminating such control.[19]

(4) Evolution of competition policy in FTAs

Obligations on competition policy enshrined in the USSFTA have found their way into both US bilateral agreements and mega-regional agreements, in particular the RCEP. The core components of competition policy – establishing or maintaining competition laws and a competition authority, and procedural rights – as discussed above, are included in these agreements (see Table 1). Figure 1 presents the cosine similarity of the competition chapters of the USSFTA with those of select US bilateral agreements and mega-regional agreements that were signed subsequently. The results suggest that there is high textual similarity between the competition chapters of Australia-US FTA and Korea-US with that of the USSFTA. Of the articles in these competition chapters, the commitments requiring non-discriminatory behaviour of privately-owned monopolies (in Article 12.3.1 of the USSFTA) is fully replicated

[16] USSFTA Article 12.3.
[17] USSFTA Article 12.3.2(d)(i).
[18] Article 12.3.2 (e).
[19] Article 12.3.2 (f).

in the Australia-US FTA[20] and the Korea-US FTA.[21] The adoption of these provisions in later US bilateral agreements, with wholesale replication of language in some clauses, is consistent with the concerns of the business community in the US which "has indicated that the provisions on competition policy will be critical in dealing with state-owned enterprises, particularly in addressing issues concerning their financing, regulation, and transparency, to ensure that they are not provided an unfair competitive advantage" (CRS 2015, 37).

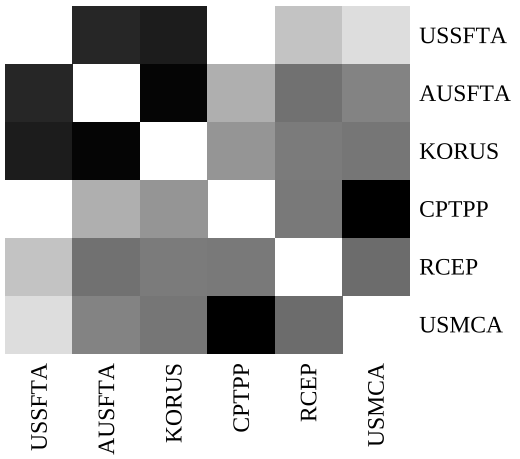
Where subsequent agreements have further extended on the framework for competition policy in the USSFTA is in incorporating more detailed provisions on transparency as well as an expansion of cooperative activities.

Table 1. Competition policies across agreements

	USSFTA	Australia -US FTA	Korea-US FTA	CPTPP	USMCA	RCEP
Competition law	12.2.1	14.2.1	16.1	16.1	21.1	13.3
Competition authority/authorities	12.2.2	14.2.2	16.1		21.1	13.3
Due process	12.2	14.2.1	16.1.3	16.2	21.2	13.3
Transparency and information requests	12.5	14.8	16.1.6, 16.5	16.7	21.5	13.3
Designated monopolies	12.3.1	14.3	16.2			
State enterprises	12.3.2	14.4	16.3			
Cooperation	12.4	14.2.3, 14.6.3, 14.9	16.1.7, 16.6.2	16.4, 16.5	21.3	13.4, 13.6
Consultations	12.6	14.10	16.7	16.8	21.6	13.8
Non-application of DSM	12.7	14.11	16.8	16.9	21.7	13.9
Consumer protection policy and enforcement	12.2	14.6	16.6	16.6	21.4	13.7

Note: This table contains the article numbers of where these provisions are located in the respective agreements.

Figure 1. Cosine similarity of competition chapters

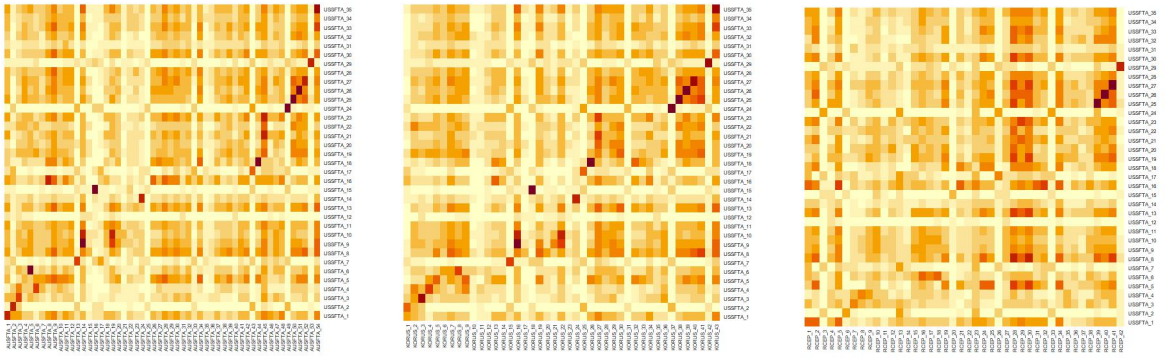


Note: This is a heatmap representing the cosine similarity between the competition chapters of each pair of agreements. Darker colours correspond to higher textual similarity between each pair-wise chapter and lighter colours mean lower textual similarity.

[20] Australia-US FTA Article 14.3.1.
[21] Korea-US FTA Article 16.2.1.

Figure 2. Cosine similarity of articles in competition chapters

USSFTA and AUSFTA | USSFTA and KORUS | USSFTA and RCEP



Note: This is a heatmap representing the article-level cosine similarity of the competition chapters of the USSFTA, compared to the Australia-US FTA, Korea-US FTA, and the RCEP which have the highest pairwise cosine similarities with the USSFTA. Each row and column is an article in the respective agreement, with the USSFTA text on the vertical axis. Darker colours correspond to higher textual similarity between each pair-wise article and lighter colours mean lower textual similarity.

a. More transparency on the enforcement of competition laws

The USSFTA mandates that due process is ensured, where individuals facing sanctions or remedies for anti-competitive conduct are given the chance to be heard, present evidence, and seek review of the decision.[22] Subsequent agreements provide clearer standards for the enforcement of competition laws, including detailed requirements for the entire process of investigations and enforcement actions.

First, prior to the imposition of a sanction or remedy for breaching competition laws, the individual or entity "is given the reasons, which should be in writing where possible, for the allegations that the Party's competition laws or regulations have been breached".[23] Likewise, the CPTPP requires that parties "shall adopt or maintain written procedures pursuant to which its national competition law investigations are conducted".[24] Investigations are also to be subject to "definitive deadlines" or within a reasonable timeframe.[25]

Second, rules of procedure and final decisions are also governed by strict requirements. The Korea-US FTA and CPTPP also require that rules of procedure for enforcement proceedings are published.[26] The CPTPP states, parties "shall adopt or maintain rules of procedure and evidence that apply to enforcement proceedings", including procedures for introducing evidence.[27] That said, these agreements also include explicit requirements for safeguards to be made to protect confidential information.[28] [29] The RCEP further sets out that parties "shall

[22] USSFTA Article 12.2.2.
[23] RCEP Article 13.3.8.
[24] CPTPP 16.2.2.
[25] CPTPP 16.2.2.
[26] Korea-US FTA 16.1.6, CPTPP 16.2.3.
[27] CPTPP 16.2.3.
[28] CPTPP 16.2.6, 16.2.8, RCEP 13.3.7, RCEP 13.3.9, RCEP 13.5.
[29] It is worth noting that the CPTPP requires that parties commit to updating and maintaining information on national competition laws, policies, and enforcement activities in the APEC Competition Law and Policy Database (Article 16.7.2). The CPTPP also specifies that national competition laws should take into account the APEC Principles to Enhance Competition and Regulatory Reform (Article 16.1.1). References to international frameworks not only provides a mechanism for transparency but also facilitates alignment of standards across countries, especially where signatories have varying legal environments.

make public the grounds for any final decision or order to impose a sanction or remedy under its competition laws and regulations, and any appeal therefrom".[30]

Third, aside from enforcement by competition authorities, "private rights to action" – seen as an "important supplement to the public enforcement of national competition laws" – are also guaranteed.[31] This reserves the rights for private entities to engage in civil lawsuits instead of leaving enforcement to the governments. The CPTPP requires that parties adopt or maintain laws or measures that ensure the "right of a person to seek redress, including injunctive, monetary or other remedies, from a court or other independent tribunal for injury to that person's business or property caused by a violation of national competition laws, either independently or following a finding of violation by a national competition authority".[32]

b. Cooperation

Cooperation between competition authorities typically take the form of information exchange and technical assistance (OECD 2019, 4). The USSFTA provided for simply a recognition of the importance of cooperation:

> The Parties recognise the importance of cooperation and coordination to further effective competition law and policy development in the free trade area and agree to cooperate on these matters.[33]

Cooperation measures have significantly expanded in subsequent FTAs. These FTAs often include robust provisions for first, cooperation between competition authorities in matters related to enforcement and second, cooperation on technical assistance. The former involves the sharing of information on competition policies as well as enforcement proceedings. This includes notification, consultation, and information exchange on issues of enforcement.[34]

The CPTPP and RCEP, in particular, also provide for technical cooperation activities that help signatories develop their competition laws and enforcement capabilities.[35] As detailed in Article 13.6 of the RCEP, these activities may include:

> (a) sharing of relevant experiences and non-confidential information on the development and implementation of competition law and policy;
>
> (b) the exchange of consultants and experts on competition law and policy;
>
> (c) the exchange of officials of competition authorities for training purposes;
>
> (d) participation of officials of competition authorities in advocacy programmes; and
>
> (e) other activities as agreed by the Parties.

[30] RCEP Article 13.3.7.
[31] CPTPP Article 16.3.2.
[32] CPTPP Article 16.3.1.
[33] USSFTA Article 12.4.
[34] Korea-US FTA 16.1.7, Australia-US FTA 14.2, CPTPP Article 16.4.1, RCEP Article 13.4.
[35] CPTPP Article 16.5, RCEP 13.6.

Government procurement

Government procurement provisions in FTAs are obligations to provide opportunities for firms of each nation to bid on government contracts on a reciprocal basis. These provisions typically extend national and non-discriminatory treatment among parties. Government procurement is a significant part of economic activity, accounting for 15 to 20 percent of GDP in developed countries (Lamy 2009; Anderson et al. 2011). The USSFTA required that both the US and Singapore treat suppliers from the other country no less favourably than their domestic suppliers when bidding on government contracts. This effectively opened government procurement markets that are typically more restrictive and closed to foreign competition, which allowed both American and Singaporean companies to bid on a broad range of government procurement contracts.

Both the US and Singapore had already introduced government procurement provisions in their FTAs prior to the USSFTA; however, these were either sparse or reaffirmed commitments in the plurilateral WTO Government Procurement Agreement (GPA), of which both the US and Singapore are members.[36]

For the US, government procurement provisions were first introduced in its agreement with Israel. The Israel-US FTA, which entered into force in 1985, committed parties to "endeavour to eliminate all restrictions relating to government procurement" and applied the provisions of the WTO GPA.[37] Subsequently, NAFTA, which was signed in 1992, opened up a significant portion of government procurement by federal government entities, government enterprises, and state and provincial entities to firms from partner countries (US General Accounting Office 1993, 69-71). The procedures pertaining to procurement, such as tendering and information disclosure, largely replicated those in the WTO GPA.

Government procurement provisions were only introduced about a decade later in Singapore's agreements. Prior agreements similarly reflected commitments made in the WTO GPA. For example, the EFTA-Singapore FTA in 2003 applied the rights and obligations made in the WTO GPA and committed parties to cooperate in "achieving further liberalisation and mutual opening up of public procurement markets".[38]

As such, the USSFTA significantly advanced commitments both countries had made in the WTO GPA and their earlier agreements. Suppliers from either country were able to participate in procurement tenders with lower minimum contract values. The USSFTA also expanded the scope of sectors and contracts covered. These effectively opened up significant new government procurement market opportunities for suppliers on both sides.

(1) Lower thresholds for minimum value of contracts

Following their earlier bilateral agreements, the USSFTA similarly deepened concessions with respect to access to government procurement markets by bringing down the monetary thresholds for central government contracts. The minimum contract value for goods and services were almost halved relative to the thresholds set up in the respective schedules of the

[36] This includes the Agreement between Singapore and New Zealand on a Closer Economic Partnership, Japan-Singapore Economic Partnership Agreement, EFTA-Singapore FTA, and Singapore-Australia FTA.
[37] Israel-US FTA 15.1.
[38] EFTA-Singapore FTA Article 51.

US and Singapore in the WTO GPA (see Table 2). This effectively opened up a much larger range of government procurement contracts to foreign entities.

Table 2. Government procurement coverage thresholds for contracts

	United States			Singapore		
	WTO GPA		USSFTA	WTO GPA		USSFTA
Goods and services						
	SDR	USD	USD	SDR	SGD	SGD
Central government entities	130,000	169,000	56,190	130,000 SDRs	295,700	102,710
Sub-central government entities	355,000	460,000	460,000	N/A	N/A	N/A
All other entities	400,000	518,000	518,000	400,000	910,000	910,000
Construction services						
	SDR	USD	USD	SDR	SGD	SGD
Central government entities	5,000,000	6,481,000	6,481,000	5,000,000	11,376,000	11,376,000
Sub-central government entities	5,000,000	6,481,000	6,481,000	N/A	N/A	N/A
All other entities	5,000,000	6,481,000	6,481,000	5,000,000	11,376,000	11,376,000

Notes: This table presents the thresholds for the US and Singapore under the WTO GPA (to which both countries are signatories) for the period 1/1/2002 – 31/12/2003 (WTO 2021) and the USSFTA.

In addition, Singapore was also obligated to the following:

> Singapore shall not exercise any control or influence, including through any shares that it owns or controls or its personnel selections to corporate boards or positions, in procurement conducted by government enterprises, as defined in Article 12.8 (Definitions).[39]

This provides guarantees that Singapore Government-Linked Companies (GLCs) will operate on a non-discriminatory basis towards US suppliers.

(2) Expansion of coverage

The USSFTA omitted the respective reciprocity exception for the coverage of services that both parties had in the WTO GPA. This means that suppliers from both sides are able to participate in the procurement of services in the other party irrespective of whether the other party provides access for that particular service (Grier 2005, 399). The USSFTA further modernises the scope and coverage by explicitly covering and defining government procurement of digital goods and services.[40] The GPA and NAFTA at the time lacked similar coverage.

The USSFTA expanded the definition of covered contractual means under the WTO GPA to explicitly include build-operate-transfer (BOT) contracts:

[39] USSFTA 13.2.4.
[40] USSFTA Article 13.2.

> by any contractual means, including those listed in Article I:2 of the GPA and *any build-operate-transfer contract* [emphasis ours][41]

While the GPA does not preclude BOT contracts, this explicit inclusion makes clear that private entities on both sides are able to participate in what are typically large-scale infrastructure projects under public-private partnership arrangements.

In general, the USSFTA expanded the coverage of government procurement by making explicit the inclusion of modern contracts as well as digital goods and services that were not clearly defined in earlier agreements.

(3) Evolution of government procurement provisions in FTAs

Government procurement provisions in the USSFTA have largely been ported over to the US's agreements (see Table 3). As for the mega-regionals, while the CPTPP has incorporated a range of government procurement provisions, the uptake in the RCEP is much more modest with only the inclusion of obligations for public notices and further cooperation. This is reflective of the existing state of play with regards to the uptake of disciplines on government procurements in international trade agreements. The WTO GPA has only 22 parties, covering 49 WTO members, at the time of writing.[42] Korea and Australia ratified the WTO GPA 2012 in 2016 and 2019 respectively. Canada, too, participates in the WTO GPA, whereas most members of the RCEP are not yet parties of the agreement. This reflects the reluctance of developing countries to accede to the WTO GPA (Rege 2001).

Clauses related to exceptions as well as modifications to coverage in the USSFTA are among the most closely replicated in these subsequent agreements, based on the similarity of the clauses in the government procurement chapters of the USSFTA and other agreements (as reflected in Figure 4).[43] Provisions on information provision and procurement practices from the USSFTA are also similarly well-replicated, although these provisions largely originate from the WTO GPA. This includes invitations to tender, selection, negotiation and contract award procedures.

Where further advancements have been made with regards to government procurement provisions is in the use of transitional measures and use of electronic means in the procurement process.

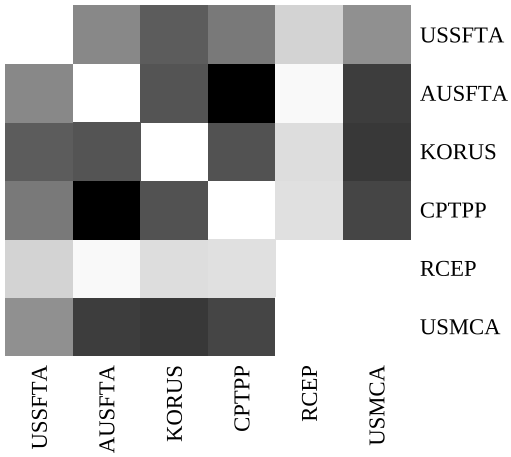
[41] USSFTA Article 13.2.
[42] The European Union and its 27 member states are counted as one party.
[43] USSFTA Articles 13.4 and 13.5.

Table 3. Procurement commitments across agreements

	USSFTA	Australia -US FTA	Korea-US FTA	CPTPP	USMCA	RCEP
Scope and coverage	13.2	2	17.2	15.2	13.2	16.2
National treatment and non-discrimination	13.3	15.2		15.4	13.4	
Coverage of digital products	13.2.6(a)		17.2.4(a)		13.4.8	
Exceptions	13.4	15.12	17.3	15.3	13.3	
Use of electronic means				15.4.8		
Publication of notices, procurement information tender documentation		15.3, 15.6.1-15.6.2	17.6	15.6, 15.7, 15.13	13.5, 13.6, 13.12	16.4[44]
Application of technical specifications	13.3.1	15.6.3-15.6.8	17.7	15.12	13.11	
Tendering time-periods		15.5	17.8	15.14	13.13	
Modifications and rectifications to coverage	13.5	15.13	17.9	15.20		
Transitional measures				15.5		
Domestic review		15.11		15.19	13.18	
Facilitation of participation by SMEs				15.21	13.20	
Cooperation		15.14	17.10	15.22, 15.23	13.21	16.5, 16.7
Further negotiations				15.24		16.6

Note: This table contains the article numbers of where these provisions are located in the respective agreements.

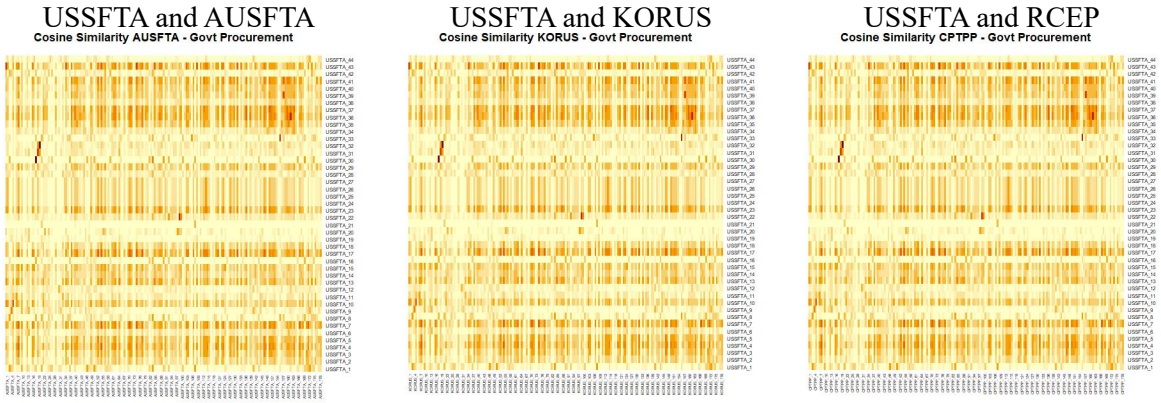
Figure 3. Cosine similarity of government procurement chapters



Note: This is a heatmap representing the cosine similarity between the e-commerce chapters of each pair of agreements. Darker colours correspond to higher textual similarity between each pair-wise chapter and lighter colours mean lower textual similarity.

[44] RCEP contains non-binding obligations where each party shall "endeavour to make publicly available its procedures regarding government procurement, which may include information on where tender opportunities are published" (Article 16.4.1(b)).

Figure 4. Cosine similarity of articles in government procurement chapters



Note: This is a heatmap representing the article-level cosine similarity of the competition chapters of the USSFTA, compared to the Australia-US FTA, Korea-US FTA, and the RCEP which have the highest pairwise cosine similarities with the USSFTA. Each row and column is an article in the respective agreement, with the USSFTA text on the vertical axis. Darker colours correspond to higher textual similarity between each pair-wise article and lighter colours mean lower textual similarity.

a. Transitional measures

Where agreements have included government procurement chapters, some acknowledge differences in capabilities of parties by providing for transitional measures. Provisions for these transitional measures allow developing countries to use procurement policies to support domestic economic development during a transitional period. The CPTPP allows a development country Party to maintain transitional measures which include a price preference programme, an offset, the phased-in addition of specific entities or sectors, and a threshold that is higher than the permanent threshold.[45] The former gives pricing advantage to certain suppliers, typically domestic supplier where a preference margin allows a domestic supplier's bid to be slightly higher than that of a foreign competitor and still be considered for a contract award. An offset allows a requirement or incentive for the winning bidder to invest in the local economy or fulfil other conditions that benefit the procuring country. This may include the use of local suppliers or transfer technology.

In a similar move that accommodates varying capabilities among signatories, the RCEP delimits the scope of its Government Procurement chapter: "Nothing in this Chapter shall require a Least Developed Country Party to undertake any obligation regarding transparency and cooperation. A Least Developed Country Party may benefit from cooperation among the Parties."[46]

Compared to the CPTPP, which is a fully articulated government procurement chapter, the RCEP's chapter is mostly aspirational. Expectations of public notice of government procurement procedures are framed in hortorary language and non-binding, where parties shall "endeavour to make publicly available its procedures regarding government procurement, which may include information on where tender opportunities are published".[47]

[45] CPTPP Article 15.5.
[46] RCEP Article 16.2.2
[47] RCEP Article 16.4.1.

b. Use of electronic means

More recent agreements explicitly encourage the centralisation of information exchange and processes by using electronic procurement systems, which reflects the impact of the digitalisation of trade.

The use of electronic means also facilitates the participation of SMEs, which may be more critical players in some economies than others. SMEs are also allowed preferential treatment, conditional on transparency of the measure such as criteria for eligibility.[48] The CPTPP obligates signatories to facilitate participation of SME by provide procurement-related information available in a single electronic portal, aim to make all tender documentation available free of charge, use electronic or other new information technologies for procurement processes.

Electronic commerce

The USSFTA was considered to have introduced "state-of-the-art provisions on electronic commerce" (Nanto 2010, 9). While the Jordan-US FTA was the first of the US's agreements to introduce e-commerce provisions, these only required that signatories refrain from imposing customs duties on electronic transmissions, imposing unnecessary barriers on electronic transmissions, and impeded services delivered electronically.[49] The significant intervention that the USSFTA made with regards to e-commerce provisions was first, affirming that services disciplines cover services delivered electronically and second, extending duty-free status as well as non-discriminatory obligations to products delivered electronically (Nanto 2010, 9).[50] For Singapore, the Singapore-Australia FTA, signed just a few months before the USSFTA in February 2003, was its first agreement that introduced electronic commerce provisions.

Where efforts to regulate e-commerce have been constrained by a lack of vocabulary for addressing cross-border transactions, the USSFTA offers some of the first definitions of concepts of digital products and electronic transmissions. Table A2 tracks the development of specialised vocabulary concerning the regulation of electronic commerce in trade agreements.

(1) Services delivered or performed digitally and treatment of digital products

The USSFTA affirmed the measures related to the supply of a service using electronic means were within the scope of the obligations of its trade in services, financial services, and investment chapters.[51] The USSFTA also expanded the national treatment (NT) and most-favoured-nation (MFN) obligations to digital products:

> 1. A Party shall not apply customs duties or other duties, fees, or charges on or in connection with the importation or exportation of digital products by electronic transmission.

[48] CPTPP Article 15.21.
[49] Jordan-US FTA Article 7.1.
[50] USSFTA Article 14.2, USSFTA Article 14.3.
[51] USSFTA Article 14.2.

> 2. Each Party shall determine the customs value of an imported carrier medium bearing a digital product according to the cost or value of the carrier medium alone, without regard to the cost or value of the digital product stored on the carrier medium.
>
> 3. A Party shall not accord less favourable treatment to some digital products than it accords to other like digital products[52]

This marked a significant development for Singapore as the first agreement to provide an explicit definition for digital products and provisions to exempt digital products from trade related charges and duties.

(2) Evolution of e-commerce commitments in FTAs

While the e-commerce commitments in the USSFTA were considered advanced at the time of signing, they were relatively narrow in scope compared to later agreements, focusing on NT and MFN treatment for services delivered or performed digitally and the treatment of digital products. Subsequent agreements included many more regulations related to e-commerce and digital trade (see Table 4), reflective of the growth of the digital economy and the increases complexity of related issues. Newer provisions include obligations on the cross-border data flow and cybersecurity. This likely explains the high similarity between the USSFTA and the US's agreements with Australia and Korea respectively, as compared to the newer mega-regional agreements (see Figure 5).

With NT and MFN for digital services being foundational to e-commerce facilitation, and a mainstay in agreements, these clauses were the most closely replicated across the agreements. For example:

> A Party shall not accord less favourable treatment to digital products created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms in the territory of the other Party than it accords to like digital products created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms, in the territory of a non-Party.[53]

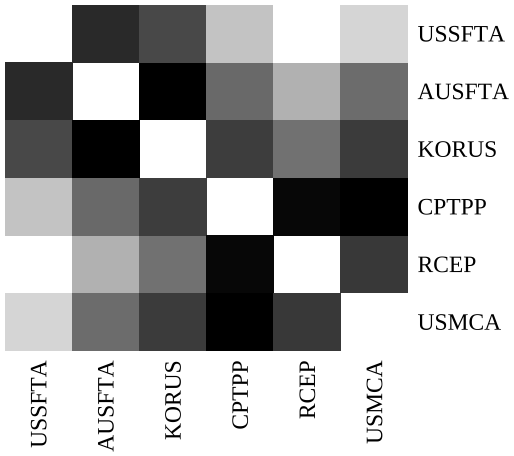
[52] Article 14.3.
[53] USSFTA Article 14.3.4.

Table 4. E-commerce facilitation commitments across agreements

	USSFTA	Australia -US FTA	Korea-US FTA	CPTPP	USMCA	RCEP
NT and MFN for services delivered or performed digitally	14.2	16.2	15.2	14.2	19.2.4	12.3.5
Treatment of digital products	14.3	16.3, 16.4	15.3	14.3 14.4	19.3 19.4	12.11
Electronic authentication		16.5	15.4	14.6	19.6	12.6
Online consumer protection		16.6	15.5	14.7	19.7	12.7
Paperless trading		16.7	15.6	14.9	19.9	12.5
Access to and use of the internet			15.7	14.10	19.10	
Cross-border information flows			15.8	14.11	19.11	12.15
Domestic electronic transactions framework				14.5	19.5	12.10
Online personal information protection				14.8	19.8	12.8
Location of computing facilities				14.13	19.12	12.14
Unsolicited commercial electronic messages				14.14	19.13	12.9
Cooperation				14.15	19.14	12.4, 12.16
Cybersecurity				14.16	19.15	12.13
Source code				14.17	19.16	
Transparency						12.12
Interactive computer services					19.17	
Open government data					19.18	

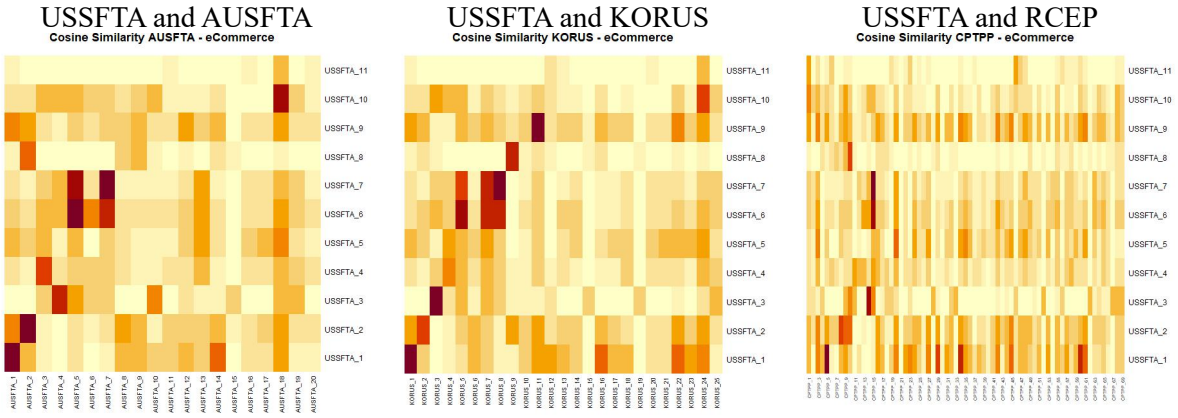
Note: This table contains the article numbers of where these provisions are located in the respective agreements.

Figure 5. Cosine similarity of e-commerce chapters



Note: This is a heatmap representing the cosine similarity between the e-commerce chapters of each pair of agreements. Darker colours correspond to higher textual similarity between each pair-wise chapter and lighter colours mean lower textual similarity.

Figure 6. Cosine similarity of articles in e-commerce chapters



Note: This is a heatmap representing the article-level cosine similarity of the competition chapters of the USSFTA, compared to the Australia-US FTA, Korea-US FTA, and the RCEP which have the highest pairwise cosine similarities with the USSFTA. Each row and column is an article in the respective agreement, with the USSFTA text on the vertical axis. Darker colours correspond to higher textual similarity between each pair-wise article and lighter colours mean lower textual similarity.

a. Facilitating a conducive environment and cross-cutting issues

More recent agreements go beyond extending non-discriminatory obligations to digitally delivered or performed services and digital products, to cover issues like privacy and cross-border information flows. This expansion of provisions reflects the broader conceptualisation of e-commerce facilitation where the emphasis is on creating a conducive environment for e-commerce. Earlier objectives of e-commerce chapters indicate the following:

> The Parties recognise the economic growth and opportunity provided by electronic commerce and the importance of avoiding barriers to its use and development and the applicability of WTO rules to electronic commerce.[54]

In contrast, recent agreements like the RCEP outline the objectives as follows:

> 1. The Parties recognise the economic growth and opportunities provided by electronic commerce, the importance of frameworks that promote consumer confidence in electronic commerce, and the importance of facilitating the development and use of electronic commerce.
>
> 2. The objectives of this Chapter are to:
>
> a) promote electronic commerce among the Parties and the wider use of electronic commerce globally;
> b) contribute to creating an environment of trust and confidence in the use of electronic commerce; and
> c) enhance cooperation among the Parties regarding development of electronic commerce.[55]

[54] USSFTA Article 14.1. This is almost identically worded in the Australia-US FTA (Article 16.1) and the Korea-US FTA (Article 15.1).
[55] RCEP Article 12.2.

The emphasis on promoting "consumer confidence" is also included in the CPTPP.[56] These obligations include ensuring the free flow of data across borders, promoting cybersecurity measures to safeguard digital transactions, and enhancing consumer protection in online markets. They also address issues like data privacy, prohibiting unnecessary data localization requirements, and encouraging digital infrastructure development. Such provisions aim to build trust, ensure security, and reduce barriers, all of which are crucial for fostering a thriving digital economy across international markets.

Basic components of e-commerce provisions today pertain to trade facilitation measures (paperless trading, electronic authentication and electronic signature), data privacy and protection (online personal information protection, regulation of unsolicited commercial electronic messages, maintenance of legal framework governing electronic transactions), and cross-border data flows (prohibition of localisation of computing facilities, regulation of cross-border transfer of information).

Conclusion

We argue that the spread of provisions from the USSFTA highlights the cross-pollination effect of intercontinental agreements in the diffusion of global trade rules. Provisions that were considered innovative by the US and Singapore had already been incorporated into the other party's earlier agreements. The USSFTA thus presented a channel through which specific provisions, reflective of each party's preferences and agenda, can pollinate other agreements. Our findings also show that provisions considered ground-breaking in the USSFTA have diffused and become key elements in newer agreements.

Specifically, competition policy that requires the establishment or maintenance of competition laws and enforcement authorities, and which ensures procedural rights, have become commonplace. The uptake of government procurement provisions has been more uneven, mostly reflected in agreements whose parties are already members of the multilateral WTO GPA. As for e-commerce facilitation, the provisions in the USSFTA can now be considered the baseline where newer agreements have significant expanded the scope of digital trade-related regulations.

This cross-pollination of provisions represents an important dynamic through which provisions are adopted and integrated into other trade agreements, even without the participation of the innovating country or the "rule-maker". This suggests that embedding specific innovations in smaller or bilateral trade agreements serves as a strategy to shape global trade rules or harmonise regulations. The findings of this study sheds light on a key mechanism for the diffusion of provisions and through which global trade rules evolve.

[56] CPTPP Article 14.2.1.

References

"Agreement between the EFTA States and Singapore." 2002. Accessed June 1, 2025. https://ustr.gov/trade-agreements/free-trade-agreements/korus-fta/final-text

"Korea-US Free Trade Agreement." 2007. Accessed June 1, 2025. https://ustr.gov/trade-agreements/free-trade-agreements/korus-fta/final-text

"Regional Comprehensive Economic Partnership Agreement (RCEP) Legal Text." 2020. Accessed June 1, 2025. https://www.enterprisesg.gov.sg/-/media/ESG/Files/Non-Financial-Assistance/For-Companies/Free-Trade-Agreements/RCEP/RCEP_legal_text

"Australia-US Free Trade Agreement." 2004. Accessed June 1, 2025. https://ustr.gov/sites/default/files/uploads/agreements/fta/australia/asset_upload_file148_5168.pdf

"US-Israel Free Trade Agreement." 1985. Accessed June 1, 2025. https://ustr.gov/sites/default/files/files/agreements/FTA/israel/Israel%20FTA.pdf

"US-Singapore Free Trade Agreement." 2003. Accessed June 1, 2025. https://www.ustr.gov/sites/default/files/uploads/agreements/fta/singapore/asset_upload_file708_4036.pdf.

Allee, Todd and Lugg, Andrew (2016), "Who wrote the rules for the Trans-Pacific Partnership?," Research and Politics, July–September 2016:1–9.

Anderson, Robert D., Anna Caroline Müller, Kodjo Pennoh Osei-Lah, Jean De Leon, and Philippe Pelletier. "Government Procurement Provisions in Regional Trade Agreements." In *The WTO Regime on Government Procurement*, edited by Sue Arrowsmith and Robert D. Anderson, 561–656. Cambridge: Cambridge University Press, 2011.

Baccini, Leonardo, and Andreas Dür. "The new regionalism and policy interdependence." *British Journal of Political Science* 42, no. 1 (2012): 57-79.

Baldwin, Richard E. "The causes of regionalism." *World Economy* 20, no. 7 (1997): 865-888.

Baldwin, R. E. (2004). Stepping stones or building blocs? Regional and multilateral integration. *Institute of International Studies, Geneva*.

Baldwin, Richard, and Dany Jaimovich. "Are free trade agreements contagious?." *Journal of international Economics*88, no. 1 (2012): 1-16.

Baldwin, Richard E. *Multilateralising Regionalism: Spaghetti Bowls as Building Blocs on the Path to Global Free Trade*. In *Global Trade*, 469-536. Routledge, 2017.

Bearce, David H., Cody D. Eldredge, and Brandy J. Jolliff. "Does institutional design matter? A study of trade effectiveness and PTA flexibility/rigidity." *International Studies Quarterly* 60, no. 2 (2016): 307-316.

Bown, Chad 2017. Mega-Regional Trade Agreements and the Future of the WTO. Global Policy. 8 (1), p. 107-112

Castle, Matthew A. "How do global trade rules evolve? Strategic sequencing in international economic law." *Review of International Political Economy* 30, no. 4 (2023): 1387-1412.

Cheung, Paul, Liu Jingting, and Ulrike Sengstschmid, eds. *Data Governance and the Digital Economy in Asia: Harmonising Cross-border Data Flows*. Taylor & Francis, 2024.

CRS (Congressional Research Service). *The Trans-Pacific Partnership (TPP) Negotiations and Issues for Congress*. CRS, March 20, 2015.

CRS (Congressional Research Service). *RCEP Under Pressure: Attitudes Towards China Among American Foreign Policy Professionals*. October 17, 2022.

CRS (Congressional Research Service). *Indo-Pacific Economic Framework for Prosperity*. July 22, 2024. https://crsreports.congress.gov/product/pdf/IF/IF12373.

Elsig, Manfred, Michael Hahn, and Gabriele Spilker. "Introduction: Current Challenges and Future Scenarios." In *The Shifting Landscape of Global Trade Governance*, edited by Manfred Elsig, Michael Hahn, and Gabriele Spilker, 2019.

Goh, Chok Tong. "The Practice of Foreign Policy for Sustained Growth – the Singapore Experience". S Rajaratnam Lecture, St Regis Singapore, 17 October, 2013. https://www.nas.gov.sg/archivesonline/data/pdfdoc/20141017_0001.pdf

Grier, Jean Heilman. "Recent Developments in International Trade Agreements Covering Government Procurement." *Pub. Cont. LJ* 35 (2005): 385.

Lamy, Pascal. *Overview of Developments in the International Trading Environment: Annual Report by the WTO Director-General*. WT/TPR/OV/12, November 18, 2009.

Lee, Jesslene. "Emerging Divergence: Distinct Data Regulatory Models around the World." In *Data Governance and the Digital Economy in Asia*, pp. 9-33. Routledge, 2025.

Morin, Jean-Frédéric, Dominique Blümer, Clara Brandi, and Axel Berger. "Kick-starting diffusion: Explaining the varying frequency of PTAs' environmental clauses by their initial conditions." *The World Economy* 42, no. 9 (2019): 2602-2628.

Nanto, Dick K. *The US-Singapore Free Trade Agreement: Effects After Five Years*. CRS, March 26, 2010.

Newman, Abraham, and Elliot Posner. "Transnational feedback, soft law, and preferences in global financial regulation." *Review of International Political Economy* 23, no. 1 (2016): 123-152.

Poulsen, Lauge N Skovgaard. "Bounded rationality and the diffusion of modern investment treaties." *International Studies Quarterly* 58, no. 1 (2014): 1-14.

Simmons, Beth A., Frank Dobbin, and Geoffrey Garrett. “Introduction: The Diffusion of Liberalization.” In *The Global Diffusion of Markets and Democracy*, edited by Beth A. Simmons, Frank Dobbin, and Geoffrey Garrett, 1–63. Cambridge: Cambridge University Press, 2008.

Obama, Barack. “Cross Post: President Obama: The TPP Would Let America, Not China, Lead the Way on Global Trade.” *Office of the United States Trade Representative*, May 3, 2016. https://ustr.gov/about-us/policy-offices/press-office/press-releases/2016/may/cross-post-president-obama-tpp-would.

OECD. *Competition Provisions in Trade Agreements: Contribution from Singapore*. OECD, Global Forum on Competition, Directorate for Financial and Enterprise Affairs, Competition Committee, November 30, 2019. https://one.oecd.org/document/DAF/COMP/GF/WD(2019)14/en/pdf.

OECD. *Competition Provisions in Trade Agreements: Contribution from Singapore*. OECD, Global Forum on Competition, Directorate for Financial and Enterprise Affairs, Competition Committee, November 30, 2019.

Rodrik, Dani. 2018. “What Do Trade Agreements Really Do?” *Journal of Economic Perspectives* 32 (2): 73–90. https://doi.org/10.1257/jep.32.2.73.

United States Congress. *House Report 108-225, Part 1*. 108th Cong., 1st sess., 2003. https://www.congress.gov/congressional-report/108th-congress/house-report/225/1.

United States Congress. 2003. *H.R. 2739: Report on the Bill to Implement the United States-Singapore Free Trade Agreement* (108th Congress, 1st Session). Report No. 108-225, pt. 1. Washington, DC: U.S. Government Printing Office. https://www.congress.gov/108/crpt/hrpt225/CRPT-108hrpt225-pt1.pdf.

United States General Accounting Office (GAO). *North American Free Trade Agreement: Assessment of Major Issues, Volume 2*. Report to the Congress, September 1993. pp. 35-36.

WTO. 2021. “Thresholds in National Currency – Singapore.” *e-GPA*. Accessed June 1, 2025. https://e-gpa.wto.org/en/Thresholds/NationalCurrency?PartyId=C702&PartyName=Singapore.

Appendix

Table A1. Timeline of US's and Singapore's FTAs[57]

Year of Signing	US's Agreements	Singapore's Agreements
1985	• Israel-US FTA	
1992	• NAFTA	
2000		• New Zealand Comprehensive Economic Partnership (ANZSCEP)
2001	• Jordan-US FTA	
2002		• Japan-Singapore New-Age Economic Partnership Agreement (JSEPA) • European Free Trade Area (EFTA)-Singapore FTA
2003	• Chile-US FTA	
2004	• Singapore-US FTA • Australia-US FTA • Morocco-US FTA • Central America-Dominican • Republic-US FTA	• Singapore-US FTA • Jordan-Singapore FTA • ASEAN-China FTA (ACFTA)[58]
2005		• India-Singapore Comprehensive Economic Cooperation Agreement • Korea-Singapore FTA
2006	• Bahrain-US FTA • Colombia-US FTA • Oman-US FTA • Peru-US FTA	• Singapore-Australia FTA (SAFTA) • Panama-Singapore FTA • ASEAN-Korea Free Trade Area (AKFTA)
2007	• KORUS FTA • Panama-US FTA	• Revised JSEPA
2008		• China-Singapore FTA • Gulf Cooperation Council-Singapore FTA • Peru-Singapore FTA • ASEAN-Japan Comprehensive Economic Partnership (AJCEP)
2009		• ASEAN-Australia-New Zealand Free Trade Area (AANZFTA) • ASEAN-India Free Trade Area

[57] This includes bilateral and multilateral trade agreements that Singapore and the US negotiated respectively. List of Singapore's agreements obtained from https://www.mti.gov.sg/-/media/MTI/improving-trade/FTAs/All-you-need-to-know-about-SG-FTAs-and-DEAs-15022023.pdf. List of US's agreements obtained from https://ustr.gov/trade-agreements/free-trade-agreements.

[58] The Framework Agreement on China-ASEAN Comprehensive Economic Cooperation was signed in November 2002, and the Agreement on Trade in Goods of the China-SEAN FTA was signed in November 2004. The Agreement on Trade in Services was subsequently signed in January 2007.

2010		• Singapore-Costa Rica FTA (SCRFTA)
2012		• ASEAN-China FTA (ACFTA) Chapters on TBT and SPS incorporated
2013		• SAFTA upgraded under Singapore-Australia Comprehensive Strategic Partnership (CSP) Agreement • Costa-Rica Singapore FTA • Turkey-Singapore FTA
2016		• SAFTA upgraded under Singapore-Australia Comprehensive Strategic Partnership (CSP) agreement
2018		• China-Singapore FTA Upgrade • European Union-Singapore FTA • Sri Lanka-Singapore FTA • AJCEP First Protocol • Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
2020	• US-Mexico-Canada Agreement	• China-Singapore FTA upgrade • ANZSCEP upgrade • UK-Singapore FTA

Table A2. Development of definitions pertaining to e-commerce

	USSFTA	Australia-US FTA	Korea-US FTA	CPTPP	USMCA	RCEP
Definitions	Carrier medium Digital product Electronic transmission or transmitted electronically Using electronic means	Authentication Carrier medium digital certificate Digital product Electronic authentication Electronic transmission or transmitted electronically Electronic version Personal information Trade administration documents Unsolicited commercial electronic message	Carrier medium Digital product Electronic authentication Electronic signature Electronic transmission Trade admin doc	Computing facilities Digital product Electronic authentication Electronic transmission Personal information Trade admin doc Unsolicited commercial electronic message	Algorithm Computing facility Digital product Electronic authentication Electronic signature Govt information Information content provider Interactive computer service Personal information Trade admin document Unsolicited commercial electronic communication	Computing facilities Electronic authentication Unsolicited commercial electronic message