Fondazione CSF
PERSPECTIVES ON FEDERALISM

ISSN: 2036-5438

"It Takes (Only) Two to Tango": Conflicting Obligations on Geographical Indications in the EU-Mercosur ITA and in the US-Argentina ARTI

by

Carlo M. Cantore*

Perspectives on Federalism, Vol. 17, issue 3, 2025

Abstract

The EU-Mercosur ITA contains obligations concerning the protection and enforcement of Geographical Indications (GIs) for certain products. The US-Argentina ARTI, signed weeks after the conclusion of the EU-Mercosur ITA, includes a commitment by Argentina (also a party to the EU-Mercosur ITA) not to restrict market access for goods originating in the United States on the grounds of use of specific commercial names recognized elsewhere as GIs. The two lists of products partially overlap, leading to a paradoxical situation where Argentina, as a party to both agreements, cannot honor its obligations under one without violating the other. This contribution examines the consequences of this conflict of obligations across the two agreements.

Keywords

geographical indications (GIs), intellectual property, free trade agreements (FTAs), conflicting obligations

1. Introduction

The debate on international rules governing "geographical indications" (GIs) dates back at least to the 19th century, and already the Paris Convention for the Protection of Industrial Property of 1883 (Paris Convention) included references to "indications of source" and "appellations of origin", without providing definitions (WIPO 2021: 4).

Article 22.1 of the World Trade Organization's (WTO) Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement) defines GIs as "indications which identify a good as originating in the territory of a Member, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin". Article 2(1)(ii) of the Geneva Act of the Lisbon Agreement on Appellations of Origin and Geographical Indications and Regulations Under the Geneva Act of the Lisbon Agreement similarly defines GIs as "any indication protected in the Contracting Party of Origin consisting of or containing the name of a geographical area, or another indication known as referring to such area, which identifies a good as originating in that geographical area, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin".

In the context of GIs, the reference to an area of production performs a double function. On the one hand, it establishes a link with a certain territory, its climate, the specificities of its soil and other natural elements. On the other hand, it associates a product with the human dimension of the production process, its traditional aspects, and its relevance for a given community (Menapace and Moschini, 2024).

Like other instruments of intellectual property protection, GIs are a tool to address market failures. First, GIs are meant to serve as a bulwark against the appropriation by entities undeserving of intellectual assets belonging to someone else. Second, they are supposed to correct information asymmetries, so that consumers can become aware of the provenance as well as certain characteristics of a product that would otherwise be difficult to know (Grossmann and Shapiro 1988; Tirole 1996; Josling 2006). The validity of these rationales rests on the assumption that the information provided to consumers is accurate and that the link between the quality of a product and its place of production does not merely serve as a means to provide a rent to incumbents (Josling 2006).

The European Union and the United States have historically held diverging views on geographical indications (Herich 2026). The European Union has extensive, detailed rules at the domestic level protecting GIs[I], and actively promotes greater protection for some of its GIs in free trade agreements (FTAs), primarily (but not exclusively) in the agricultural sector (Lucifero 2022; Velli and Pantaleo 2022; Alons 2023). The United States follows a different philosophy both at home and abroad. At the domestic level, the United States does not have dedicated legislation on GIs, but trademarks may be granted with reference to specific territories (Josling 2006). This different attitude is also reflected on the international plane, as the United States routinely takes positions against the expansion of GI rules and obligations, on the grounds that they might restrict access to foreign markets by United States' producers who sell products using common names.[II] In the mid-2000's, the United States and the European Union clashed over the latter's policies and regulations on GIs at the WTO, in the dispute *EC — Trademarks and Geographical Indications (US)*. In that dispute, the United States raised a number of claims against the European Union's policies on GIs, arguing that they made it harder for producers from third countries to obtain GI protection in the European Union compared to EU producers, and that they could be in conflict with existing trademarks. The Panel largely rejected the US claims as regards the substantive GI regime, finding violations of TRIPS obligations on Most-Favoured Nation and National Treatment as regards the administration of the GI regime and the rules on registration.[III] The European Union subsequently amended its legislation on GIs.[IV]

Recent events proved to be another battleground between the European Union and the United States. After 25 years of extensive negotiations, the European Union and Mercosur countries concluded negotiations on a new FTA. Owing to the complex allocation of competences among the European Union and its Member States, and following a path already tested with agreements that were concluded earlier[V], the European Union and Mercosur countries signed two agreements: the EU-Mercosur Interim Trade Agreement (ITA) and the EU-Mercosur Partnership Agreement (EMPA). The EU-Mercosur ITA covers areas that fall within the "Common Commercial Policy" of the European Union, allowing the European Union's institutions to give full effect to its obligations without waiting for the green light from the parliaments of Member States. The EMPA is broader in scope. It includes the entirety of the EU-Mercosur ITA as well as rules in areas where the competences of European Union's institutions and Member States are "mixed", thereby requiring the approval of single Member States.[VI] The EU-Mercosur ITA provisionally applies as of 1 May 2026.[VII] It includes extensive, detailed disciplines on the recognition of GIs. Once the approval process for the EMPA will be completed, the EU-Mercosur ITA will expire.

The ink on the EU-Mercosur ITA and on the EMPA had not yet dried when the United States and Argentina (a Mercosur party) announced, on 5 February 2026, the signature of an Agreement on Reciprocal Trade and Investment (ARTI).[VIII] The entry into force of the United States-Argentina ARTI is pending until the completion of the ratification process in Argentina. The US-Argentina ARTI includes commitments by Argentina not to restrict market access for certain products originating in the United States based on the use of certain meat and cheese terms listed in a dedicated annex. Some of these cheese terms are listed as protected GIs under the EU-Mercosur ITA. As a result, it will be impossible for Argentina to meet its obligations under one of the two treaties without violating its obligations under the other.

These two agreements are but the last chapter (for the time being) of the longstanding feud between the European Union and the United States on GIs. In this case, what was originally a disagreement in terms of regulatory philosophies became a peculiar question of international law.

The remainder of this article is structured as follows; Section 2 describes the relevant rules on GIs under the EU-Mercosur ITA and the US-Argentina ARTI; Section 3 examines the problems stemming from the co-existence of conflicting obligations across FTAs; Section 4 explores the possible consequences for Argentina of having agreed to conflicting obligations; and Section 5 offers concluding remarks.

2. GIs in the EU-Mercosur ITA and the US-Argentina ARTI

2.1. The EU-Mercosur ITA

GIs occupy a substantial portion of Chapter 13 ("Intellectual Property") of the EU-Mercosur ITA. Parties commit to take all necessary measures to implement the protection of GIs in their territories, through appropriate methods within their own legal system (Article 13.33(2)). As from the date of entry into force of the EU-Mercosur ITA, Parties undertake to protect a closed list of GIs, at a specific level of protection, if that is indicated in the agreement (Article 13.33(4)). The agreement further provides with procedures for the addition of new GIs to the existing list (Article 13.34).

In terms of the scope of protection of GIs under the EU-Mercosur ITA, the agreement introduces a number of detailed prohibitions, including on the use of a GI for products that do not originate in the country of origin specified in the dedicated list of GIs and any other use exploiting the reputation of a geographical indication (Article 13.35(1)). The EU-Mercosur ITA also sets forth criteria for the relationship between trademarks and GIs, preventing the registration of the former in the domestic jurisdiction of any of the parties when a GI is protected under the Agreement (Article 13.35(2)). Importantly, the Agreement allows certain prior users in Mercosur countries of terms that are now recognized as GIs (e.g., gorgonzola, gruyère) to continue using the terms provided that the products are not commercialized with misleading references to the protected GI.

Under the EU-Mercosur ITA, interested parties shall have access to the means of enforcing the protection of the GIs recognized under the agreement in accordance with each Party's domestic law (Article 13.37). Finally, the EU-Mercosur ITA entrusts the subcommittee on intellectual property rights with the task of exchanging information and promoting cooperation among the parties (Article 13.39).

The Intellectual Property Chapter of the EU-Mercosur ITA further includes detailed rules on civil and administrative (Articles 13.44-13.56) and border (Articles 13.57-13.58) enforcement of intellectual property rights, including GIs.

The disciplines are complemented by five annexes. Annex 13-A is devoted to the "laws and regulations of the parties" related to GIs. Annex 13-B lists the GIs recognized under the EU-Mercosur ITA. For each entry, the Annex indicates the EU Member State or MERCOSUR country concerned, the designation name of the product whose GI is recognized, and the product class. The Annex is complemented by Appendix 13-B-1, which provides clarification regarding the extent to which GIs are protected under the EU-Mercosur ITA. For instance, the Appendix explains that for certain GIs, the European Union is not seeking protection for common, individual names, which are part of a compound GI name (e.g., beurre, mozzarella, or queso). The Appendix further provides clarifications with regard to certain specific GIs and commercial names. Annex 13-C includes additional geographical indications that Paraguay seeks to add pursuant to Article 13.34 of the Agreement. Annex 13-D concerns GIs on non-agricultural products for Brazil and Paraguay. Finally, Annex 13-E provides a list of prior users in Mercosur state parties who are authorized to continue to use certain terms notwithstanding the latter's recognition in the agreement as GIs.

Among the GIs listed in Annex 13-B are: asiago[IX], feta[X], fontina[XI], and gorgonzola[XII]. These cheeses enjoy the protection of GIs because of a specific geographic connection with a region and / or because of specific aspects of their production process.

2.2. The US-Argentina ARTI

The US-Argentina ARTI follows a different approach. The relevant discipline for the purposes of this contribution primarily concerns two provisions introducing specific obligations that are binding exclusively on Argentina.

Pursuant to Article 2.4 of the US-Argentina ARTI, Argentina commits to ensure "transparency and fairness" in respect of GIs. The provision further states: "In cases that Argentina protects or recognizes a term that identifies a good as a geographical indication but there is no given quality, reputation, or other characteristic of the good that is essentially attributable to its geographical origin, Argentina shall permit use of the term in connection with U.S. goods".

Under Article 2.5 of the US-Argentina ARTI, Argentina undertakes to not restrict market access to United States' products "due to the mere use" of certain meat and cheese terms listed in Annex II of the agreement. The relevant list includes four GIs that are protected under EU-Mercosur ITA: asiago, feta, fontina, and gorgonzola.

In addition to the above, Article 1.8 (Geographical Indications) of Annex III to the US-Argentina ARTI (Specific commitments) introduces obligations for Argentina with respect to the protection or recognition of GIs; including: (i) provide that the grounds for refusal, opposition, and cancellation of GIs include "whether the term is the term customary in common language as the common name for the relevant good in its territory" (Article 1.8(b)-(c)); (ii) publicly identify which component or components of the relevant GI it is protecting and which it is not protecting (Article 1.8(d)); (iii) in making relevant decisions, have the authority to take into account how consumers in Argentina understand a given term (Article 1.8(g)).[XIII]

3. The problem

Argentina committed to protect and enforce the GIs listed in the EU-Mercosur ITA. At the same time, it made a promise to the United States not to restrict market access for US products making use of certain terms, including four that are protected under the EU-Mercosur ITA. By subscribing to conflicting obligations in separate agreements, Argentina put itself in a complicated position. In fact, Argentina cannot meet its obligations under one of the agreements without violating those it accepted under the other.[XIV] There is no easy way out of this conundrum.

Public international law offers various ways of dealing with conflicting obligations, none of which applies to the present case. In some cases, rules on conflicts regarding international agreements can be found in treaties. For example, Article 103 of the Charter of the United Nations stipulates that, "[i]n the event of a conflict between the obligations of the Members of the United Nations under the present Charter and their obligations under any other international agreement, their obligations under the present Charter shall prevail". In the field of international trade law, another example is (or, better said, was) Article 103(2) of the North-American Free Trade Agreement (NAFTA), according to which, in case of inconsistencies between NAFTA and other agreements to which its parties were party (including the General Agreement on Tariffs and Trade – GATT), NAFTA would prevail.[XV] This is not the case for the two agreements examined in this contribution, as neither of them refers to the other in order to resolve conflicts.

One other situation where international law provides rules on conflicting provisions is the case of peremptory norms (*jus cogens*), which are supposed to prevail over other norms and sources regulating the relations between sovereign states.[XVI] Shelton (2006) provides a comprehensive account of the intense debate in the literature and the implications of the primacy of *jus cogens* in the practice of international courts and tribunals. In the present situation, the conflicting obligations that are being examined are of equivalent status under international law, and do not belong to the realm of *jus cogens*, as they more prosaically pertain to the regulation of international trade.

The situation examined in the present contribution is also not one where one of the two agreements is more specific compared to another, more general agreement. Both agreements regulate GIs, albeit with obligations of opposite tenor. Neither of the two can be considered to constitute a *lex specialis* that should take precedence over the other.

Finally, the Vienna Convention provides disciplines concerning the application of successive treaties relating to the same subject matter (Article 30). According to this provision, when all the parties of an earlier treaty are also parties to a subsequent treaty on the same subject matter, the provisions of the former will only apply to the extent that they are compatible with the latter (Article 30(3) of the Vienna Convention. This is clearly not the case here, as only Argentina is a party to both the EU-Mercosur ITA and the US-Argentina ITA.[XVII] In such a situation, Article 30(4)(b) of the Vienna Convention applies:

> 4. When the parties to the later treaty do not include all the parties to the earlier one:
> …
> (b) as between a State party to both treaties and a State party to only one of the treaties, the treaty to which both States are parties governs their mutual rights and obligations.

Based on the foregoing, any more recent obligation incurred by Argentina under the US-Argentina ARTI does not exempt it from the obligations that were negotiated and accepted earlier in the EU-Mercosur ITA and are in force as from 1 May 2026, thereby not resolving the problem exposed in the present contribution.

4. The consequences of conflicting obligations under the two agreements

4.1. The consequences under the US-Argentina ARTI

The US-Argentina ARTI was signed by the parties but, at the time of writing, has not yet entered into force. This does not mean that Argentina can completely disregard the content of that agreement. Article 18 of the Vienna Convention reads, in relevant part:

> A State is obliged to refrain from acts which would defeat the object and purpose of a treaty when:
> (a) it has signed the treaty (…).

Argentina signed the US-Argentina ARTI on 5 February 2026.[XVIII] It then ratified the EU-Mercosur ITA, which is now in force, on 26 February 2026.[XIX] Considering the contradicting obligations among the two agreements, Argentina admittedly engaged in acts that defeat the object and purpose of the US-Argentina ARTI, as it formally ratified, and thus assumed an obligation under, the EU-Mercosur ITA to protect GIs that are explicitly excluded under the US-Argentina ARTI.

4.2. The consequences under the EU-Mercosur ITA

As mentioned above, the EU-Mercosur ITA provisionally applies as of 1 May 2026. Accordingly, the remedies envisaged in the EU-Mercosur FTA in the event of violations of its obligations are available to the European Union.

Chapter 21 of the EU-Mercosur ITA contains detailed rules on state-to-state dispute settlement between its parties. Under those rules, it would be up to the European Union's institutions to bring a case against Argentina, as private entities have no standing. Should Argentina refrain from enforcing certain GIs by virtue of the content of the US-Argentina ARTI, the European Union could initiate dispute settlement proceedings.

The EU-Mercosur ITA rules on dispute settlement require that the parties establish a roster of arbitrators to adjudicate cases under the Agreement (Article 21.8.3). However, if by the time a dispute is initiated the roster has not been established yet, arbitrators can be drawn by lot based on the disciplines laid down in Annex 21-A ("Rules of Procedure for Arbitration").[XX] This means that the European Union need not wait for the establishment of the roster of arbitrators to initiate a dispute.

While there can be no doubt as regards the state-to-state nature of the dispute settlement mechanism established under the EU-Mercosur ITA, Article 21.12.5 explicitly recognizes the right for persons (both natural and juridical persons) of the parties to submit amicus curiae briefs to the arbitrators.[XXI] The same provision clarifies that amicus curiae briefs should not "create an undue burden for the parties to the dispute or unduly delay or complicate the arbitration panel proceedings", and refers to more detailed rules contained in Annex 21-A.[XXII] Paragraph 54 of Annex 21-A states that "[t]he arbitration panel shall not be obliged to address in its award the arguments made in such submissions". This should not be, in and of itself, an obstacle for producers of the products concerned, workers associations and trade unions, national and regional authorities to advance their arguments before an arbitration tribunal and to have their voices heard.

5. Conclusion: From "spaghetti bowl" to "cheese fondue"

Bhagwati (1995) cautioned about the proliferation of FTAs right when the WTO had just been established, warning that it could lead to a situation of overlapping disciplines akin to a "spaghetti bowl", paradoxically leading to greater discrimination and trade diversion.

Despite his pessimism, Bhagwati did not and – to his credit – could not predict a situation where, only weeks apart from each other, the same government would agree to conflicting provisions in FTAs with different trading partners. Instead of a "spaghetti bowl", what emerges from the contradictory obligations in the EU-Mercosur ITA and in the US-Argentina ARTI is a "cheese fondue", where it is not clear whether and to what extent certain GIs on cheeses will be fully enforced by authorities in Argentina in the light of diverging disciplines in the two agreements.

The confusion may not be accidental. Clarke (2026) notes that the provisions on GIs in the US-Argentina ARTI and in other agreements recently concluded by the United States are part of a bigger plan by the United States to roll back the protection of GIs sought by the European Union and its producers and extensively negotiated in FTAs. The European Union is thus quickly realizing that it has a bigger problem in Washington compared to the one it has in Buenos Aires.

The European Union and the United States are not bound by an FTA between themselves. Other than raising the matter for discussion at the WTO Committee on Regional Trade Agreements, the options for the European Union to challenge the behavior of the United States and Argentina at the WTO are limited. Even if the European Union initiates a dispute against the United States or Argentina for alleged violations of the TRIPS Agreement and prevails, the panel report is likely to be appealed into the void in light of the ongoing paralysis of the Appellate Body.

The European Union may have a strong case before an EU-Mercosur ITA panel against Argentina and the outcome of the dispute will be final. However, the impression is that a positive outcome in an FTA dispute may not resolve the matter for good either.

In fact, assuming a positive outcome, there does not seem to be an obvious way for Argentina to comply with an adverse ruling. The US-Argentina ARTI will continue to require it not to block market access for goods originating in the United States and sold with commercial names that are included in the EU-Mercosur ITA's list of GIs. This means that any measure that Argentina may adopt in the future to fully enforce the GIs for asiago, feta, fontina, and gorgonzola is likely to clash with the US-Argentina ARTI, potentially leading to a doom loop of inconsistencies.

---

* International trade lawyer. Email address: ccantore@pm.me. I am grateful to Petros Mavroidis and an anonymous reviewer for comments on earlier versions of this article.

[I] See Regulation (EU) 2024/1143 of the European Parliament and of the Council of 11 April 2024 on geographical indications for wine, spirit drinks and agricultural products, as well as traditional specialities guaranteed and optional quality terms for agricultural products, amending Regulations (EU) No 1308/2013, (EU) 2019/787 and (EU) 2019/1753 and repealing Regulation (EU) No 1151/2012.

[II] For instance, the 2026 "Special 301 Report" issued by the Office of the United States Trade Representative identifies the European Union's GI agenda in FTAs as "highly concerning because it significantly undermines protection of trademarks held by U.S. producers and imposes barriers on market access for U.S.-made goods that rely on the use of common names, such as parmesan or feta" (USTR 2026: 31).

[III] Panel Report, *EC – Trademarks and Geographical Indications (US)*, paras. 7.199–7.219, 7.350–7.378.

[IV] Council Regulation (EC) No 510/2006 of 20 March 2006 on the protection of geographical indications and designations of origin for agricultural products and foodstuffs OJ L 93/12, 31.3.2006, pp. 12–25.

[V] See Chamon (2020) for an overview of the European Union's practice.

[VI] In Opinion 2/15, rendered with regard to the EU-Singapore FTA, the Court of Justice of the European Union clarified the limits of the Common Commercial Policy and, relatedly, the policy areas and disciplines that belong instead to areas of shared competences between the European Union and its Member States.

[VII] After the signing ceremony, the European Parliament requested the Court of Justice to issue an opinion on the compatibility of the EU-Mercosur ITA and EMPA with EU law. Tedesco Andretta and Schilling (2026) provide an overview of the issues raised before the CJEU. See Picone (1973) for a dogmatic framing of the provisional application of international agreements. With specific regard to the practice of the European Union, see Driessen (2020).

[VIII] See "U.S. Argentina Agreement on Reciprocal Trade and Investment", available at https://ar.usembassy.gov/u-s-argentina-agreement-on-reciprocal-trade-and-investment/ (last accessed 3 September 2026)

[IX] Annex 13-B, Section I of the EU-Mercosur provides for limited and time-bound exemptions for users of the term "asiago" in Brazil and Uruguay.

[X] Annex 13-B, Section I clarifies: "The protection of the geographical indication "Φέτα (Feta)" shall not prevent the continued and similar use of the term "Feta" by any persons, including their successors and assignees, for a maximum period of 7 (seven) years from the date of entry into force of this Agreement, provided that by that date such persons have used that term in a continuous manner with regard to the same or similar goods in the territories of Argentina, Brazil and Uruguay and that such use of the term "Feta" has been accompanied by a legible and visible indication of the geographical origin of the product concerned".

[XI] Annex 13-B, Section I stipulates that, as regards fontina, "Article 13.35(8) applies". Article 13.35(8) of the EU-Mercosur ITA, in turn, reads. "the protection of the geographical indication "Fontina" shall not prevent prior users of the term "Fontina" in the territories of Argentina, Brazil, Paraguay and Uruguay that have used the term in good faith and in a continuous manner for at least 5 (five) years prior to the publication for opposition of the geographical indication "Fontina", to continue using this term, provided these products are not commercialised using graphics, names, pictures or flags as references to the protected European geographical indication and provided the term is displayed in a font character substantially smaller, while readable, than the brand name and is differentiated from it in a non-ambiguous manner as regards the origin of the product".

[XII] Annex 13-B, Section I clarifies: "The protection of the geographical indication "Gorgonzola" shall not prevent the continued and similar use of the term "Gorgonzola" by any persons, including their successors and assignees, for a maximum period of 5 (five) years from the date of entry into force of this Agreement, provided that by that date such persons used that geographical indication in a continuous manner with regard to the same or similar goods in the territories of Argentina, Paraguay and Uruguay and that such use of the term "Gorgonzola" has been accompanied by a legible and visible indication of the geographical origin of the product concerned". Article 13.35(8) provides certain exemptions for users of the term "Gorgonzola" in Brazil.

[XIII] See also Articles 2.4, 6.4, and 6.7 of the US-Argentina ARTI.

[XIV] A breach of an international obligation remains such "regardless of its origin or character". See Article 12 of the Articles on Responsibility of States for Internationally Wrongful Acts (ARSIWA).

[XV] This provision is no longer present in the United States – Mexico – Canada Agreement (USMCA) that replaced the NAFTA. See Article 1.2 of USMCA (*Relation to Other Agreements*).

[XVI] See Articles 53 of the Vienna Convention on the Law of Treaties (Vienna Convention).

[XVII] Clarke (2026) made a similar argument.

[XVIII] "EU and Mercosur sign historic and ambitious partnership", available at https://ec.europa.eu/commission/presscorner/detail/en/ip_26_113 (last accessed 3 September 2026).

[XIX] "Uruguay y Argentina ratifican en sus parlamentos el acuerdo entre Mercosur y la Unión Europea", available at https://elpais.com/argentina/2026-02-26/uruguay-y-argentina-ratifican-en-sus-parlamentos-el-acuerdo-entre-mercosur-y-la-union-europea.html (last accessed 3 September 2026).

[XX] See Annex 21-A, Rules 10, 26 and 28 to 31.

[XXI] The WTO DSU is silent on this aspect. Occasionally, interested individual or organizations filed amicus curiae briefs before WTO panels and the Appellate Body. Mavroidis (2002) provides a comprehensive discussion on amicus curiae briefs at the WTO.

[XXII] The rules in the Annex introduce certain brevity and transparency (specification of identity, source of funding and nature of the interest in the dispute) requirements, and entrust arbitration panels to ensure that the parties have an opportunity to comment to any amicus curiae brief that is submitted.

References

- Alons Gerry, 2023, 'Agricultural Regulations in Free Trade Agreements: The EU's Ambitions as Rule-Maker on Food Safety and Geographical Indications', in Duina Francesco and Viju-Miljusevic Crina (eds.), *Standardizing the World: EU Trade Policy and the Road to Convergence*, Oxford University Press, Oxford.
- Bhagwati Jagdish, 1995, 'US Trade Policy: The Infatuation with Free Trade Agreements" in Bhagwati Jagdish and Krueger Ann (eds.), *The Dangerous Drift to Preferential Trade Agreements*, AEI Press, Washington DC.
- Chamon Merijn, 2020, 'Provisional Application of Treaties: The EU's Contribution to the Development of International Law' in *European Journal of International Law,* 31 (3): 883-915.
- Clarke John Alistair, 2026, 'Tariffs, Trump, Terroir', available at: https://moderndiplomacy.eu/2026/04/28/tariffs-trump-terroir/ (last accessed 3 September 2026).
- Driessen Bart, 2020, 'Provisional Application of International Agreements by the EU' in *Common Market Law Review,* 57 (3): 741-772.
- Grossman Gene Michael and Shapiro Carl, 1988, 'Counterfeit-Product Trade', in *American Economic Review,* 78 (1): 59-75.
- Herich Lukas, 2026, 'The War on Terroir Continues: The Escalating Conflict Between the U.S. and the EU on Geographical Indications', available at: https://www.ejiltalk.org/the-war-on-terroir-continues-the-escalating-conflict-between-the-u-s-and-the-eu-on-geographical-indications/ (last accessed 3 September 2026).
- Josling Tim, 2006, 'The War on *Terroir*: Geographical Indications as a Transatlantic Trade Conflict' in *Journal of Agricultural Economics,* 57 (3): 337-363.
- Lucifero Nicola, 2022, 'Il modello europeo sulle indicazioni geografiche a seguito dell'adesione dell'Unione europea all'Atto di Ginevra dell'Accordo di Lisbona per la protezione e la registrazione internazionale delle indicazioni geografiche', in *Rivista di diritto alimentare*, XVI (4): 40–58.
- Mavroidis Petros Constantinos, 2002, 'Amicus Curiae Briefs before the WTO: Much Ado About Nothing', Jean Monnet Working Paper 2/01, available at

https://www.worldtradelaw.net/document.php?id=articles/mavroidisamicus.pdf (last accessed 3 September 2026).

- Menapace Luisa and Moschini Giancarlo, 2024, 'The Economics of Geographical Indications: An Update', in *Annual Review of Resource Economics,* 16 (1), 83-104.
- Picone Paolo, 1973, *L'Applicazione in via Provvisoria degli Accordi Internazionali*, Jovene, Napoli.
- Shelton Dinah, 2006, 'Normative Hierarchy in International Law', *The American Journal of International Law*, 100 (2), 291 - 323.
- Tedesco Andretta Juliane and Schilling Konrad, 2026, 'Splitting the EU–MERCOSUR Agreement: Institutional Strategy and Legal Questions Before the CJEU', available at: https://eulawlive.com/op-ed-splitting-the-eu-mercosur-agreement-institutional-strategy-and-legal-questions-before-the-cjeu/ (last accessed 3 September 2026).
- Tirole Jean, 1996, 'A Theory of Collective Reputations (with Applications to the Persistence of Corruption and to Firm Quality)' in *Review of Economic Studies* 63 (1), 1-22.
- Office of the United States Trade Representative (USTR), 2026, 'Special 301 Report', available at: https://ustr.gov/sites/default/files/files/Press/Releases/2026/2026%20Special%20301%20Report.pdf (last accessed 3 September 2026).
- Velli Federica and Pantaleo Luca, 2022, 'The Protection of GIs in EU Bilateral Instruments: Some Reflections in Light of the EU-MERCOSUR Trade Deal' in *European Papers,* 7 (3), 1471–1487.
- World Intellectual Property Organization (WIPO), 2021, *Geographical Indications: An Introduction* (2nd edn), WIPO, Geneva.