

RESEARCH ON THE VALUE PURSUIT OF RCEP'S "GREEN DEVELOPMENT" CLAUSE

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ABSTRACT

This paper starts with the theoretical source clause of RCEP's "green development", examines the preface and main text of RCEP, and analyzes its relationship with "intra generational fairness" from the "development orientation" and "green orientation" of RCEP's "green development" clause. The analysis shows that the deficiencies in the value aspect have a significant impact on the specific rules for dealing with "environmental and trade" issues, balancing the relationship between "inter species fairness", "intergenerational fairness", and "intra generational fairness". Based on this, this paper proposes the concept of "reciprocal green development", injecting "reciprocal" value into the "green development" clause and reconstructing the value of the RCEP "green development" clause.

Key Words: RCEP; Green development; Intragenerational fairness; Value pursuit

1. INTRODUCTION

Climate change is a common concern for countries around the world today, and the principle of sustainable development has become a guideline for the international community to adjust international trade and environmental protection. In November 2020, the Regional Comprehensive Economic Partnership (RCEP) was officially signed and entered into force by fifteen countries, becoming the world's largest free trade area covering regions. The contracting parties include developed countries, developing countries, and least developed countries, and

China is also one of the contracting parties. RCEP has officially introduced the principles of "green development" and "mutual benefit and win-win". In order to clarify the applicable conditions and legal effects of the "green development" clause, and to coordinate the deep-seated conflicts between the environment and international trade, cross-border investment, or international intellectual property protection during the implementation of RCEP, it is necessary to leverage the intrinsic value pursued by RCEP. At the end of the 20th century, the alienation trend of "environmental protection", "human rights protection", and "labor rights" began to break through their respective theoretical boundaries and penetrate into the field of multilateral trade. As a regional economic partnership agreement, RCEP goes beyond multilateral trade agreements. Compared with GATT 1994, it can better leverage the comparative advantages of contracting parties, enhance their economic connections, deepen regional economic integration, and help all contracting parties develop fairly. It is also influenced by the trend of international trade alienation and plays a non-trade concern role. This paper mainly conducts a detailed analysis of the value pursuit of RCEP's "Green Development" clause, identifies its value deficiencies, and proposes improvement measures in order to propose a Chinese solution for global environmental governance issues.

2. THEORETICAL FOUNDATION OF RCEP'S "GREEN DEVELOPMENT" CLAUSE

Taking the concepts of "sustainable development" and "green development" as the theoretical sources, but considering the theoretical debate in academia on "sustainable development" and the practical dilemma of "environment and trade" issues since GATT/WTO, constructing environmental and trade rules based on the concepts of "sustainable development" and "green development" is not a natural state. To explore the construction and theoretical sources of RCEP's "green development" clause, we can start with the theoretical supplement of "green development". The author believes that the theoretical supplement of "green development" includes two aspects: the concept of "a community with a shared future for mankind" and the theory of "environmental justice".

Firstly, the concept of a community with a shared future for mankind requires countries around the world to build a collective of interdependence, equality, mutual trust, mutual benefit, harmony, and inclusiveness based on the shared values of humanity, while recognizing national differences. In response to global economic and environmental crises, countries are required to discuss and take coordinated actions.¹ Overall, China's proposal of the concept of a "community with a shared future for mankind" is an inheritance and sublimation of the diplomatic concept of "seeking common ground while reserving differences", aimed at responding to the contradiction between the universal demand for global environmental governance theory and the outdated theoretical supply of all humanity, seeking the greatest common denominator of interests between developed and developing countries, rather than subverting the world order and dominating the world. The concept of a community with a shared future for mankind and the internal logic of the RCEP environmental and trade coordination mechanism are both aimed at finding common parts among different national interests, recognizing the existence of a cooperative and win-win interest foundation among different countries, and taking the "coexistence and coexistence" of developed and developing countries as the basic premise for action; When facing risks, different countries are both a community of interests and a community of responsibilities. Countries should take action through "consultation and construction" to make the "cake" bigger. Taking "sharing and win-win" as the goal of action, divide the cake well and focus on solving the problems of efficiency and fairness. At the same time, the concept of "a community with a shared future for mankind" is the integration and transformation of the traditional "harmony culture" of the East (China), Marxist community thinking, and Western "universal values". Although the content is not entirely the same, the spirit can be said to be basically the same. Based on this, using the concept of "a community with a shared future for mankind" as the theoretical source for constructing a coordination mechanism between environmental protection and trade in goods, trade in services, investment security, and intellectual property rights in RCEP in the new era is conducive to bridging the gap between the concepts of "sustainable development" and "green development" and global environmental governance practices, and to enhancing the understanding of Western countries towards the concept of "mutually beneficial green development". In addition, the concept of a community with a shared future for mankind is a value supplement to green development. The "Community with a Shared Future for Humanity" aims to pursue national interests while taking into account the reasonable concerns of other countries, and promote common development

among all countries in the pursuit of domestic development. It advocates for deeper environmental cooperation between developed and developing countries, fair allocation of environmental governance responsibilities, and sharing of the benefits brought by environmental governance. This is clearly more in line with the cooperation oriented mode of international relations.

Secondly, "environmental justice" is the understanding of environmental issues from the perspective of social structure and institutional justice, focusing on the distribution of environmental benefits and burdens among countries, ethnic groups, regions, and classes. In the international community, "environmental justice" includes two aspects: the right of all countries and ethnic groups to equally enjoy environmental benefits; Fairly assume responsibility for environmental governance. In the context of international environmental law, unlike the "sustainable development" and "green development" concepts that emphasize "intergenerational equity" and "interspecific justice" as priorities, "environmental justice" acknowledges the differences in the interests of the state, ethnic groups, and the impact of the environment on them. It recognizes the fundamental position of "intergenerational equity" in the concepts of "sustainable development" and "green development", and places more emphasis on the environmental interests and burdens of the same era at the national level Inter ethnic distribution and correction refers to the distribution and correction of countries and ethnic groups that occupy a dominant and disadvantaged position in international economic and trade relations. The theory of "environmental justice" differs from contemporary international environmental law in its focus on resolving disputes over the relationship between humans and non-human nature. In international economic and trade practices related to the environment, which countries and ethnic groups gain environmental benefits, which countries and ethnic groups bear environmental pollution and damage, and which countries and ethnic groups bear the cost of global environmental governance are different. In this process, various countries and ethnic groups are always specific individuals, and the discussion of the overall concept of "contemporary people" and the controversy over the relationship between humans and non-human nature will lead to theoretical confusion. The environmental conditions faced by people in developed and developing countries are different, and it is precisely this inequality and injustice that exacerbates the contradiction between the two regarding environment and development.ⁱⁱ Therefore, integrating environmental justice into the theoretical achievements

of green development value can adjust the environmental inequality phenomenon that occurs in international economic and trade practices between countries and ethnic groups.

3. "GREEN" AND INTRA GENERATIONAL FAIRNESS IN THE "GREEN DEVELOPMENT" CLAUSE

To explore the relationship between the values of "green" and "development" in the "green development" clause and intra generational fairness, it is necessary to clarify the meanings of "green development" and "intra generational fairness". On the basis of clarifying the meanings of "green development" and "intra generational fairness", the specific chapters and clauses of RCEP should be combined to explain the value of "development" and compare it with "intra generational fairness". "Green development" is composed of two words: "green" and "development". "Green development" contains two meanings: firstly, "green development" is an innovative way of development that transcends extensive development (or "black development"); Secondly, "green development" is a method of equal distribution of responsibilities for global environmental governance and global economic governance, as well as sharing the achievements of global environmental governance and global economic governance in terms of rights and obligations. This section will combine the text of the "Green Development" clause in RCEP and explain its inherent logic with "intra generational fairness" from the perspective of "green".

(1) "Green" and "Intra Generational Equity" in the Preface of "Green Development"

The preface of RCEP points out that the three pillars of sustainable development are interdependent and mutually reinforcing, and economic partnerships play an important role in promoting sustainable development.ⁱⁱⁱ From the statement in the preface of RCEP, "promoting development through mutual benefit" and "protecting the environment through green means"

are two aspects of RCEP. From the text, the contracting parties tend to be more optimistic about the relationship between "international trade" and "environmental protection", believing that regional economic integration can promote the contracting parties to move towards higher levels of "green development" in a mutually beneficial manner. In the short term, regional economic integration has led to a decrease in commodity prices within the region, generating new consumer demand, creating new international trade, and transferring production of goods to countries with lower costs. Nationals of contracting parties can obtain higher income and purchase cheaper goods. Environmental issues will also shift to developing countries with the transfer effect of trade, and the domestic environmental conditions of developing members will continue to deteriorate. However, in the long run, as the national income levels of emerging developing countries and least developed countries increase, their governments and citizens will gradually realize the importance of shifting towards higher-level "green development" and are willing to pay higher costs for industrial green transformation. The environmental pollution index will reach a turning point, and under the joint action of market laws and environmental protection departments, "Green development" and "mutual benefit and win-win" will achieve unity.

To analyze the green implications reflected in the "green development" clause in RCEP, it is necessary to clarify the direction of "green". The term "green" is an extension of the original meaning "the color of green", and now it mostly refers to those that meet environmental protection requirements, are pollution-free and pollution-free. Article 2 of the Environmental Protection Law of the People's Republic of China stipulates that both lifeless and living natural elements are protected objects of this law. Protecting the life or health of animals or plants belongs to the basic scope of China's environmental laws, and protecting the life or health of animals or plants belongs to the basic objectives established by the Environmental Protection Law. According to the definition of "Environmental Law" in the CPTPP, protecting animals or plants is only a way to protect the environment or safeguard human life or health, rather than the direct purpose of the "green development" clause in the CPTPP. The reason for this phenomenon is not that the contracting parties of CPTPP believe that "protecting the life or health of animals or plants" is not an important matter, but that the positioning of CPTPP has determined that CPTPP can only be an incidental aspect of environmental protection, and the scope and degree of environmental protection differ from multilateral environmental

agreements and domestic environmental laws. Although there are the above differences, whether it is China's environmental protection law or the provisions on environmental protection in CPTPP, both will consider "protecting the life or health of humans, animals or plants" as an inseparable part of the "green" connotation.

(2) The "Green Value" Requirements of SPS Measures and Intragenerational Equity

The green value of the main body of the RCEP is reflected in the "Hygiene and Phytosanitary Measures" chapter, which grants contracting parties the right to protect the life and health of human, animal, and plant life and health by developing, adopting, and applying SPS measures. At the same time, in order to prevent the abuse of SPS measures by contracting parties and hinder mutual benefits between contracting parties, RCEP stipulates that when formulating, adopting or applying SPS measures, contracting parties should consider the interests of their own country and stakeholders, and increases the restrictions on the formulation, adoption, and application of SPS measures by contracting parties.

Firstly, the implementation of SPS measures by contracting parties must be in line with the legitimacy of the purpose, otherwise the disputed SPS measures will be deemed arbitrary or unreasonable discrimination. Legitimacy of purpose is an important criterion for maintaining fairness among all parties in environmental and trade issues, which includes two aspects: firstly, any contracting party that formulates, adopts, and applies SPS measures should target objects that directly affect human, animal, and plant life and health, and the scope of such objects should not be too large, otherwise it will have unnecessary adverse effects on trade between contracting parties. Secondly, contracting parties shall not adopt SPS measures for purposes other than the protection of human, animal, and plant life and health. Secondly, the contracting parties should recognize the equivalent sanitary and phytosanitary measures adopted by other contracting parties. Finally, RCEP balanced the urgent and trade needs of contracting parties to protect human, animal, and plant life and health. The contracting parties shall fulfill their obligation to inform and ensure the participatory nature of the emergency

measures formulated, adopted, and applied by SPS measures. Unless urgent health protection issues arise or are threatened, the above obligations cannot be exempted.^{iv}

RCEP has made significant achievements in regulating the implementation of SPS measures by contracting parties, but there are still shortcomings. Firstly, the section on "Sanitary and Phytosanitary Measures" does not quantify the degree to which "mainstream scientific views" and "non mainstream scientific views" demonstrate the legitimacy of SPS measures, and the difficulty for contracting parties to implement SPS measures with arbitrary or unreasonable discrimination is relatively low. Secondly, while maintaining temporary measures, RCEP has also added emergency measures. The parallel structure of temporary and emergency measures enhances the ability of contracting parties to respond to urgent risks that threaten human, animal, and plant life and health, and also reduces the difficulty of using SPS measures to achieve illegitimate purposes. This chapter may become a tool for developed members to use economic and trade relations to change the environmental and trade policies of developing members, exacerbating unfairness between developed and developing members.

(3) The "Green Value" Requirements of Standards and Technical Regulations and Intra Generational Fairness

The green value of RCEP is reflected in the procedural obligations stipulated by RCEP when contracting parties formulate or issue standards, technical regulations, and conformity assessment procedures, in addition to facing health and environmental issues. The procedural obligations that contracting parties should follow when formulating or promulgating "standards, technical regulations, and conformity assessment procedures" include: drafting domestic standards and technical regulations based on internationally recognized standards; When issuing standards and technical regulations, other contracting parties are usually granted a transition period of no less than 6 months and the right to participate is guaranteed for significantly affected contracting parties.^v The development sought by RCEP should not be extensive or unsustainable, nor should it solely focus on environmental development. Instead, it should be a "mutually beneficial green development", which is a balanced and two-way development that coordinates the relationship between "environment and trade" and

"environment and equity" within a framework. The procedural obligations that contracting parties should fulfill when formulating and promulgating standards, technical regulations, and conformity assessment procedures are not fixed. RCEP attempts to blend "green development" and "mutual benefit and win-win" from these terms.

The chapter on "Standards, Technical Regulations, and Conformity Assessment Procedures" enriches the specific provisions of RCEP regarding the issuance of standards, technical regulations, and conformity assessment procedures by contracting parties, coordinating the relationship between "environment and trade" and "environment and equity" within the framework. However, the remaining issues at the value level are not conducive to balancing the relationship between "inter species fairness", "intergenerational fairness", and "intra generational fairness" in specific rules. Firstly, the definition clauses in this chapter are not comprehensive enough, and unique expressions in the clauses are omitted, which is not conducive to the correct application of environmental clauses. During the GATT/WTO period, even though the TBT Agreement stipulated the normative meanings of "standards" and "technical regulations," the dispute over the determination of "standards" and "technical regulations" still plagued the dispute resolution body, the appellant, and the respondent. The "Urgent problems" in Articles 7.6 and 11.4 have a substantive impact on the determination of "Health, environmental protection...", but the definition clause does not specify the constituent elements of "Urgent problems". In addition to emerging expressions, this chapter does not include useful achievements from past disputes in the definition clause, nor does it provide explanations for possible controversial expressions. These shortcomings may lead developed contracting parties to use their ability to participate in international economic and trade disputes and their advantageous position in economic and trade relations to disrupt the balance of interests between countries and regions. Secondly, the chapter failed to draft "green development" provisions based on the trade types of the contracting parties. The "Technical Barriers to Trade" section of CPTPP (corresponding to the "Standards, Technical Regulations, and Conformity Assessment Procedures" section of RCEP) specifies environmental provisions for the main trade of contracting parties, which reflect the main characteristics of contracting party trade and provide a path for contracting parties to more accurately address environmental and trade issues.

4. "DEVELOPMENT" AND INTRA GENERATIONAL EQUITY IN THE "GREEN DEVELOPMENT" CLAUSE

This section will combine the text of the "Green Development" clause in RCEP and explain its inherent logic with "intra generational fairness" from the perspective of "development".

(1) "Development" and Intra Generational Equity in the Preface of RCEP Regarding "Green Development"

The "development value" in the preface of RCEP is reflected in two aspects: firstly, promoting the common development of contracting parties; The second is to promote fair development among contracting parties.

In promoting common development among the contracting parties, the preamble of RCEP stipulates "to expand and deepen regional economic integration on the basis of existing economic connections among the contracting parties.". The "mutually beneficial green development" pursued by RCEP is not a one-sided pursuit of the interests of any developed country, emerging developing country, or least developed country, but rather, guided by the concept of a "community with a shared future for mankind", aims to benefit underdeveloped countries, impoverished populations, and those affected by the process of economic integration through the achievements of economic integration and global environmental governance, and to seek the joint efforts of contracting parties, Improve the overall welfare development of each contracting party. It is inappropriate to abandon any country in order to seek common development among regions. Therefore, during the negotiation process of RCEP, although there were significant differences between the fifteen countries and India, each contracting party always held a tolerant attitude towards India, and even after the official signing of RCEP, India's initial contracting party status was still retained. Looking back at the negotiation process of RCEP, India's participation in RCEP negotiations has gone through three stages: "fickle", "active participation", and then "high-profile withdrawal". Whether the Indian Minister in charge is absent from the second RCEP ministerial level meeting, or Indian Prime Minister Modi explicitly declares that the RCEP is a regional agreement led or supported by China, and subsequently announces the abandonment of RCEP negotiations, the negotiating parties have

always maintained an open attitude towards India and supported its return to RCEP through practical actions. For example, the Indian representative once proposed that the coverage of tariff reduction in India should not exceed 40%, which is far from the goal of RCEP to reduce tariff barriers by more than 90%. Therefore, Japan proposed that the remaining 15 contracting parties reach an agreement, and India should observe the implementation effect of RCEP before deciding whether to join the agreement. Subsequently, with the joint efforts of other contracting parties, the sixth round of negotiations was held in India, and the RCEP negotiations finally returned to the track of "10+6".^{vi}

In promoting fair development among contracting parties, firstly, RCEP was initiated by the Association of Southeast Asian Nations, and developing countries led by ASEAN ensured a balanced reflection of the interests of developed and developing countries in the negotiation process. The official signing of RCEP is a beneficial attempt by developing countries led by ASEAN in the institutional supply of global economic governance and global environmental governance. In the previously formed North-South and South-South regional trade arrangements, developing countries are more inclined to directly accept drafts submitted by developed countries or modify them based on them, and their participation in the construction of global environmental governance systems is relatively low. The negotiation process of regional trade arrangements is manifested as a confrontation and game of national strength. In the negotiations of north-south regional trade arrangements, due to the lack of conceptual induction ability and rule construction ability of developing countries, they are more or less influenced by existing provisions in Europe and America, either partially or completely accepted. In addition, the United States and the European Union export rules to developing countries, and developed countries gradually dominate environmental and trade issues. For example, the United States adopts the method of formulating regional trade arrangement templates, integrating provisions that meet its own interests into regional trade arrangements. In regional trade arrangements signed with developing countries such as Colombia, Peru, and Chile, the United States has adopted a soft cooperation mechanism model in its competition policy provisions, which is continuously improved based on the North American Free Trade Agreement. Compared to the method of providing regional trade arrangement templates by the United States, the European Union is more inclined to export its system through technical assistance.^{vii} Secondly, RCEP ensures equal development and fair sharing of the achievements of regional economic integration and regional environmental governance between developed

and developing countries within the framework of RCEP by incorporating substantive provisions that are in line with the interests of developing countries into the negotiation text. In the preface, RCEP emphasizes the right of all contracting parties to enjoy fair economic development and designs specific provisions that can balance the relationship between "intergenerational equity" and "intra generational equity", "environment" and "trade", such as taking into account the development of the least developed contracting parties. However, the concept of "sustainable development" itself includes the emphasis on "inter generational fairness" and "intergenerational fairness", while neglecting "intra generational fairness". Guided by this legal concept, rule level adjustments cannot eliminate problems at the conceptual level, and environmental and trade rules will still be affected. The concept of law influences the construction of institutions, therefore, no matter how specific rules are balanced, it is difficult to completely overcome the adverse consequences of "intra generational unfairness" between countries and ethnic groups. Based on the concept of "sustainable development" and "green development" that emphasizes intergenerational fairness and neglects intra generational fairness, it is inevitable to construct environmental and trade rules that prioritize "inter generational fairness" and "intergenerational fairness" while neglecting "intra generational fairness". Many domestic scholars have expressed their concern about the relationship between "intra generational fairness" and "intergenerational fairness" by examining the evolution of the concept of "green development" and its predecessor, "sustainable development". Prioritizing "intergenerational fairness" and "intergenerational fairness" implies the concept of sacrificing the practical interests of some countries and ethnic groups for the welfare of future generations: "allowing the descendants of developed countries to maintain their position in global economic governance and global environmental governance in the same way as their ancestors." This kind of "intergenerational fairness" of countries or ethnic groups is based on the premise of "intra generational inequality" between countries and ethnic groups.^{viii}

(2) "Development" and Intra Generational Equity in the Context of "Green Development" in the Main Text of RCEP

According to the theory of free trade zones, the larger the economic volume, number, and close economic and trade relations of the contracting parties to a free trade agreement, the stronger

the effect of regional economic integration and the greater the benefits it brings. Firstly, the selection of negotiation targets and attitudes towards them during the RCEP negotiation process reflect the value of "development". The economic volume of regional trade agreements determines the trade creation effect. Compared to CPTPP, RCEP has a wider coverage area, a larger population, and a larger economic size, which determines that RCEP is the most economically dynamic free trade area in the world and can bring greater trade creation effects. Secondly, complementary trade types among RCEP contracting parties are conducive to bringing about significant trade creation effects. The contracting parties of RCEP are mainly developing countries. According to the development classification of the contracting parties, each contracting party is in different stages of development, and their development methods are also not the same, with strong economic complementarity. RCEP is not solely aimed at the economic development of contracting parties, but is a regional economic integration agreement led by developing countries, with the participation of developed countries, emerging developing countries, and least developed countries, and respecting the interests of all parties. From this perspective, RCEP's screening of contracting parties does not abandon or abandon potential contracting parties within the region, which increases the upper limit of trade creation effects.

The development value of RCEP is also reflected in tariff reduction or cancellation. The tariff reduction or cancellation clause of RCEP requires contracting parties to reduce or cancel tariffs. After tariff reduction or cancellation, the price of goods decreases, and the nationals of contracting parties have stronger purchasing power and can afford more goods, leading to an increase in demand. With the reduction or cancellation of tariffs, domestically produced goods lose their competitive advantage over goods produced by other contracting parties due to tariffs, and demand begins to return to the contracting party with the most comparative advantage in the region. Resources are also allocated to the optimal location.

The development value of RCEP is also reflected in the reduction or cancellation of non-tariff trade barriers. By eliminating quantity restrictions or reducing non-tariff measures of contracting parties, RCEP reduces the impact of non-tariff barriers on contracting parties. At the same time, RCEP does not fully prohibit contracting parties from using non-tariff measures, but requires contracting parties to give seriously affected contracting parties the right to

negotiate and defend when implementing non-tariff measures, ensuring that other contracting parties are aware of the reasons, nature, or duration of such measures implemented by contracting parties. The overall authorization and procedural restrictions of RCEP on trade measures related to the environment meet the needs of developing countries to use exports to drive their own economic development and developed countries to pursue a better living environment. These measures balance the distribution of benefits between developed and developing members, and are beneficial for all contracting parties to obtain benefits.

Furthermore, the development value of RCEP is also reflected in the "green development" clause, where equivalent cooperation between contracting parties is one example. Firstly, RCEP has established coordination rules and equivalence rules, clarifying the inherent connection between the two and providing a basis for cooperation in the mutual recognition of SPS measures. Coordination rules require contracting parties to choose international standards, guidelines, or recommendations as the scientific basis for SPS measures as much as possible.^{ix} The coordination rules and equivalence rules under the SPS Agreement are two independent provisions, and RCEP transforms the core content of the coordination rules into an inherent requirement for equivalence recognition, that is, contracting parties should strengthen cooperation on equivalence in accordance with the SPS Agreement, while taking into account relevant decisions of the WTO Committee on Sanitary and Phytosanitary Measures and international standards, guidelines, and recommendations.

What's more, RCEP requires contracting parties to comprehensively consider the compliance capacity of developing countries and use the compliance capacity of contracting parties as a reference factor for evaluating the equivalence of SPS measures and analyzing risks. RCEP contracting parties are at different stages of development, and there are differences in the SPS measures implemented by each contracting party, as well as significant differences in their ability to obtain information, knowledge, and implement management measures. In order to implement the requirements of differential treatment and additional flexibility in the preamble, RCEP requires import contracting parties to maintain additional flexibility when reviewing the equivalence of SPS measures in the equivalence recognition rules, fully considering the ability of developing members to obtain information, knowledge, and implement management measures.^x In addition, RCEP requires contracting parties to assess risks and determine whether

the trade restriction measures implemented by the contracting parties exceed necessary limits, while also taking into account the technical and economic feasibility of developing members. If the alternative measure does not have technical and economic feasibility for developing members,^{xi} even if it has less trade restrictions, it cannot be considered as an alternative measure to the disputed measure.

The main body of RCEP reflects the value of development in member country regulations, reduction of trade barriers, and "green development" provisions. These contents reflect the values of "common development" and "green development", and also balance the relationship between "inter generational fairness", "inter generational fairness", and "intra generational fairness". The relationship between economic, social development, and "intra generational fairness" is believed to be related as follows: firstly, "intra generational fairness" is reflected in promoting economic cooperation and social development, without abandoning or abandoning any country. RCEP's selection of potential contracting parties, attitude towards negotiating parties, and rules of origin reflect the inherent consistency between "intra generational fairness" and "common development". During the negotiation process, there was a significant difference in the stance of India and other negotiating parties on "facilitating trade in goods". However, other negotiating parties still expressed goodwill towards India. Even after India announced its withdrawal from the RCEP negotiations and the RCEP was officially signed, the contracting parties still regarded India as the initial contracting party and retained its "green channel" for rapid accession to the RCEP.^{xiii} Secondly, "intra generational fairness" is reflected in "open development", which maintains the premise of conducting international trade. From a global perspective, "intra generational inequality" manifests as a "north-south gap," and the imbalance between "inter generational fairness," "intergenerational fairness," and "intra generational fairness," can enable developing members to gain certain benefits from trade, but it is difficult for them to escape poverty. Therefore, in the process of economic globalization, there has emerged an environment and international trade pattern where "the richer the rich, the poorer the poor" and "the environment of the rich is being maintained and the environment of the poor is being damaged".

5. RECONSTRUCTING THE VALUE OF RCEP'S "GREEN DEVELOPMENT" CLAUSE

Although the "Green Development" clause of RCEP has multiple advantages in coordinating environmental and trade issues, the characteristics of economic partnership agreements have brought inconvenience to the work of coordinating environmental and trade issues with the "Green Development" clause. Some of these issues are missing values, while others are missing rules. Compared to the absence of rules, the value issue followed by RCEP in coordinating environmental and trade issues is more serious. Looking at the trade disputes related to the environment that occurred during the GATT/WTO period, the imbalance between "inter generational fairness", "inter generational fairness", and "intra generational fairness" has had an impact on the construction of environmental and trade rules in the WTO, alienating the function of the WTO's sustainable development clause. While helping developing WTO members develop, it also unfairly distributes the responsibility and benefits of environmental governance, Widening the wealth gap between developed and developing members.^{xiii} Similarly, due to the value imbalance between "inter species fairness", "intergenerational fairness", and "intra generational fairness", RCEP contracting parties are divided into developed member camps and developing member camps, thereby distorting the fair distribution of environmental governance responsibilities and benefits among contracting parties. RCEP is more capable of addressing environmental issues within the region, but its influence on environmental issues beyond the region is insufficient, and its demonstration role globally is relatively weak. These issues are not solely caused by the unclear meaning of the "green development" clause, but rather by the lack of values and rules, which goes beyond the boundaries that interpretive theory can solve legal problems. Based on this, this article proposes the concept of "reciprocal green development" and injects the value of "reciprocity" into the "green development" clause.

"Reciprocity" is commonly used to describe the game state between different subjects:^{xiv} for friendly people, people are willing to sacrifice their material interests to help them, and for harsh people, people are willing to sacrifice their material interests to punish them. "Reciprocity" originates from the theory of "reciprocity" in international relations. The "reciprocity" theory is a theory in international relations that explains why the international

legal system can be sustained. It believes that the interdependence between countries and nations creates a demand for the international legal system, and that "reciprocity" between countries and nations is the foundation for the sustained maintenance of the international legal system. In the international game of environment and trade, incorporating the consideration of "reciprocity" in "green development" will become a principle of promoting tailored and classified policies, emphasizing the comparative advantages of countries and ethnic groups, balancing win-win and mutual benefits, and balancing global environmental governance and domestic environmental protection. In other words, in addition to the function of "green development" to coordinate "intergenerational fairness" and "inter species fairness", "reciprocal green development" fills the gap of "intra generational fairness" and puts higher requirements on the relationship between environment and trade.

Conflicts arising between RCEP contracting parties in pursuit of their own economic development and environmental protection should be examined from both international and domestic perspectives, respecting the economic development and environmental protection needs of other contracting parties, and not forcing other contracting parties to unreasonably change their economic, trade or environmental policies based on their own economic development and environmental protection needs.^{xv} "Green development" is just one meaning of "reciprocal green development" - the part about economic development mode or its "intergenerational fairness" and "inter species fairness". "Reciprocal green development" is a rational pursuit of economic growth and global environmental governance by people worldwide. Its core is "green development" and "win-win and mutually beneficial", which essentially combines environment and reciprocity, covering dual considerations in the economic and ecological fields, as well as considering multiple factors such as country, ethnicity, system, and culture, It requires the people of all countries that form a "community with a shared future for mankind" to choose ways that meet the environmental and development needs of all humanity, and to equally enjoy the achievements of global environmental governance or global economic governance.

Funding: This work was supported by the Youth Fund for Humanities and Social Sciences Research of the PRC Ministry of Education [23YJC820006].

ENDNOTES

ⁱ See Baogeng Li, *A Community with a Shared Future for Humanity: A Chinese Plan to Crack the Global Governance Crisis* (Beijing: Contemporary China Press, 2019), p 4.

ⁱⁱ See Peichao Li, *The Disruption of Theoretical Extensionism: A Study of Western Environmental Ethics* (Hunan: Hunan Normal University Press, 2004), pp.162-163.

ⁱⁱⁱ See preamble of the Regional Comprehensive Economic Partnership Agreement.

^{iv} See Article 11 of Chapter 5 of the Regional Comprehensive Economic Partnership Agreement.

^v Article 7.6, 8.1, and 11.4 of Chapter 6 of RCEP.

^{vi} See Fangfei Jiang, 'Cognitive Changes and India's Policy Evolution towards RCEP'4(2020)South Asian Studies, pp 19-49, 154-155.

^{vii} See Yuan Liu, *Research on Competition Policy in Regional Trade Agreements for Developing Countries* (Phd thesis: Southwest University of Political Science and Law, 2016).

^{viii} See Wenge Zeng &Ye Liu, 'Comparison and Inspiration between the China Europe Comprehensive Investment Agreement and the CPTPP Environmental Protection Clause'01 (2022) International Business Research, pp 98-106.

^{ix} See Article 3.1 of the Implementation of Sanitary and Phytosanitary Measures.

^x See preamble of the Regional Comprehensive Economic Partnership Agreement.

^{xi} See Article 7.2.3 of Chapter 5 of the Regional Comprehensive Economic Partnership Agreement.

^{xii} See Ni Zhang, 'RCEP Strives to Complete Signing within the Year - Maintaining Openness to India'Z6(2020)China Development Watch, 2020,pp59-61.

^{xiii} See Xiaoxi Zhang, 'Globalization Widens the Wealth Gap within Developed Countries' China Social Science Journal,2016-07-25.

^{xiv} See Zhiyun Liu, *The Development of Contemporary International Law: An Analysis from the Perspective of International Relations Theory*(Beijing: Law Publishing House, 2010), pp 267-274.

^{xv} See Jingdong Liu, *Trade and Environmental Issues in the WTO* (Beijing: Social Science Literature Press, 2014), pp 168-172.