

**INCLUSION OF GEOGRAPHICAL INDICATIONS IN THE ECONOMIC
PARTNERSHIP AGREEMENT BETWEEN THE EAST AFRICAN COMMUNITY AND
THE EUROPEAN UNION**

Kennedy Makafu*

ABSTRACT

The East African Community was reborn in 1999. Currently, it has seven Partner States, namely; the Democratic Republic of Congo, Burundi, Kenya, Rwanda, South Sudan, Uganda and the United Republic of Tanzania. The EAC and the European Union concluded an Economic Partnership Agreement (hereinafter to be referred as EPA) in 2013. In the EPA arrangement, Geographical Indications (hereinafter to be referred as GIs) have not been included alongside other trade aspects. However, both parties have committed to resume negotiation sometimes later after five years when the current EPA becomes operative. The window for renegotiation was left for those areas which were not agreed on including GIs. Using such panacea, this article calls for inclusion of GIs in the EPA, and urges EAC to seize the opportunity as a strategy for harmonising EAC Partner States' legal frameworks and harness the benefits of protecting GIs within EAC Common Market.

KEY WORDS: *Geographical Indications, Economic Partnership Agreement, EAC Partner States*

* Author is a Lecturer in Law at Mzumbe University in Tanzania.

1.0 INTRODUCTION

The EAC Partner States through the EAC as a bloc, initialled interim Economic Partnership Agreement with the European Union in November 2007, with the aim of finalising a comprehensive EPA by July, 2009. However, this timeline remained a historic spot, as the same was delayed to the extent which was not contemplated by both parties to the negotiation. The reasons for such delay was among others, the disagreement between the parties on some areas to be included in the final EPA, the extent and coverage, time lines in implementing the agreed trade aspects and the inclusion of GIs.

These reasons caused in one way or the other delays in concluding the comprehensive EPA. Thus, the comprehensive EPA had to wait until the year 2013 when it was concluded. Moreover, in the comprehensive EPA, both parties agreed not to include GIs, until further negotiation which was expected to take place five years later when the concluded EPA would be operational. None inclusion of GIs was suspected by many commentators of the negotiation process, due to the fact that, the EU during negotiation called upon extensive rules of GIs protection to be reflected in the final EPA, and the EAC opposed the approach suggested by the EU.

There were several reasons that accounted for EAC reluctance. Notably, the multilateral negotiation via Doha Round had not yet settled the extensive WTO TRIPS system of protecting GIs¹; absence of EAC comprehensive legal framework for protecting GIs; existence of disharmonised and heterogeneity GIs legislation between EAC Partner States to mention but few reasons.

¹ This refers to the system which provides strict recognition and protection of GIs like the one provided to Wines and Spirits even to other products as provided by the World Trade Organisation-Trade Related Aspect of Intellectual Property Rights.

Therefore, in determining the question as to whether GIs should be re-included renegotiated final EPA or not, this article argues that, GIs should form part and parcel of the EPA arrangement to be concluded due to their relevance in the modern economic environment. The arrangement shall also act as a basis of creating harmonised legal environment for protecting GIs in the EAC region contrary to the existing status in the EAC Partner States. In arguing so, the article attempts the following pertinent questions relevant to this issue: Whether there are international norms demanding legal protection of GIs by countries; whether the EAC has legal framework desiring the protection of GIs; whether EAC Partner States have legal and institutional frameworks capable for protecting and enforcing GIs; whether there is necessity and economic rationale for protecting GIs, and; whether in the EAC Partner States there are potential GIs products deserving legal protection.

The article is structured into six parts; the first part is an introduction that provides the methodology, the meaning and nature of GIs as a concept; insights on the questions attempted by the article as well as the structure of the work. The second part of the article provides the genesis and current status of EAC-EU EPA trading arrangement. The third part provides the justifications for including GIs in the final EPA when considered from their relevance based on their functions, rationale, necessity and importance of protecting them legally. The fourth part provides details on legal frameworks of GIs at multilateral, regional and EAC Partner States. The fifth part of the article presents the existing potential and registered GIs in the EAC Partner States as well as the decisive terms of reference given by the EAC. The sixth part presents the conclusion that summarises the substantive aspects covered by the article.

1.1 Methodology

The author used qualitative approach as research methodology in preparing this article. This approach involved a descriptive process of interpreting data for the purpose of discovering concepts and relationships of raw data which were then organised into theoretical explanatory scheme. By using this approach, the author was able to collect data through interviews, questionnaires and documentary review. The documentary review method involved reviewing previous literature and other primary and secondary sources of information relating to legal protection of GIs in the EAC, EAC Partner States and EPA arrangement involving the EAC and

the EU as sanctioned by the WTO obligation. Data obtained from documentary review supplement those collected from the field by using interview and questionnaires.

The collection of secondary data was done through a critical review of relevant documentary materials mainly authoritative text books, principal and subsidiary legislation from EAC Partner States, the EAC's relevant Treaties and Protocols, EAC Partner States' intellectual property policies, journal articles and electronic resources. The documentary review was carried at the University of Dar es salaam School of Law Library and Dr. Wilbert Chagula Library and the Mzumbe University (Shaaban Robert) Library. The author reviewed and collected data from five EAC Partner States only, namely; the Republics of Burundi, Kenya, Rwanda, Uganda and the United Republic of Tanzania. Data from the Democratic Republic of Congo and the Republic of South Sudan, the newly joined EAC Partner States are not reflected in this article.

1.2 Meaning and the nature of GIs

A GI is a sign used on products that have a specific geographical origin and possess qualities or reputation that are due to that origin. In order to function as a GI, a sign must identify a product as originating in a given place. In addition, the qualities, characteristics or reputation of the product should be essentially due to the place of origin. Since the qualities depend on the geographical place of production, there is a clear link between the product and its original place of production

The right to GIs enables those who have the right to use the indication to prevent its use by a third party whose product does not conform to the applicable standards. However, a protected GI does not enable the holder to prevent someone from making a product using the same techniques as those set out in the standards for that indication. Protection of GIs is usually obtained by acquiring right over the sign that constitutes the indication.

The concept of GIs as is known today has its origin from the notion of ‘Country of Origin (hereinafter referred to as the COO).² The COO notion entails the tendency of marketers and consumers associating brands, services or products with defined geographic regions such as countries and making buying decisions made on the basis of a country of origin of the brand, service or product in question.³ For instance, there is generalised belief to associate quality with the Japanese and precision with the Swiss. This means that products and brands from these countries are usually purchased or discarded depending with consumers’ perceptions on the value or quality associated with those countries. The good or bad image created in the minds of consumers or buyers over certain products or goods produced from given geographical origin in the long run, is said to be the foundation of the consumers or buyers choice that signify their willingness or otherwise reluctance in purchasing such products.⁴

The same spirit borrowed from the concept of COO was extended in the evolution and development of the concept of GIs. Over time, some geographical locations and regions of countries became famous for producing high quality products. Producers from those locations

² Initially, the concept of Country of Origin (COO) was considered as the “Made in” Country, or the Country of Manufacture (COM). This was the country which appeared on the ‘made in’ label, which would generally be the country where final assembly of the good took place.

³ Giovannucci, D., (2009), *Guide to Geographical Indications: Linking Products and their Origins* Geneva. International Trade Centre, p. 13.

⁴ Wilcox, D., (2005), “Country-of-Origin Bias”, 28(1) *Developments in Marketing Science*, p. 88.

can benefit from the “geographic origin” image, which is a set of generalised beliefs about specific products from that geographic origin on a set of attributes. This tactic of building an image of quality for a class of products made in a certain area helps products from a country or region, to achieve consumers acceptance quickly and to also command premium price. Consumers buy various brands of these products as long as those brands originate in a country or region known for producing those products. Such geographical identifiers have not been treated as a brand, but as an additional signal for consumers to judge products. Similarly, the notion of GIs is built on the same premises, save for some qualifications which distinguish it from this notion of COO.

According to Hughes the concept of GIs affords three different meanings as noted hereunder.⁵

- i) GIs as a geographic word is a noun or adjective that names or denotes a geographic place.
- ii) A GIs is any word, phrase, or symbol that designates the place where a product was produced regardless of reputation.
- iii) A GIs is any word, phrase, or symbol attached to a product that designates the place where a product was produced and that place has a reputation for producing that product with particular desirable qualities.

The jurisprudence of GIs law is built by two notions expressing the land and qualities connections. The first notion expresses the product’s qualities that come ‘essentially’ and or ‘uniquely’ from the producing region. The second notion is that of which a region’s product has a reputation for certain qualities, but the product qualities are not claimed to be unique to the producing region, commonly denoted as ‘non-unique land/qualities connection’. The nature of the land and qualities connections depends largely on the historical evolution of a GIs in question.

It is safe to define the term GIs as an important type of designation of a good or service which shows consumers the geographical origin of a good and service. However, as rightly noted above, not all GIs refer to the geographical origin of goods and services. Also not all GIs

⁵ Hughes, J., (2003), “The spirited debate over Geographical Indications”, 20 *European Economic Law Journal*, p. 89.

designate goods and services whose characteristics include quality and or reputation which emanate from the geographical place referred by it.

The origination of those characteristics of goods and services carried by GIs are inseparably connected to human, and natural resources factors. The human factor is based on identification and development of characteristics essentially attributable to a particular geographic place which comes out as innovative solutions. Whereas, the natural resources factor, is well described by using the French concept of *terroir* which means soil. The concept of *terroir* describes the origination of the characteristics or quality of goods or services in connection with the territory in which they are produced.⁶

In view of *terroir* concept, soil, climate and similar conditions found in a particular region are said to be key inputs in the production of a good. The concept emphasises the link between the product and the soil where it is produced. Consequently, it exclusively entitles the local producers of a given geographic place to be the sole user of a given geographic name. Thus, no one else outside the said geographic place can produce a product having the same characteristics or quality. There are two other concepts which have close resemblance with the concept of GIs. These are the Indication of Source and the Appellation of Origin concepts.

2.0 THE GENESIS OF THE EAC-EU TRADING CO-OPERATION

The EAC Partner States and other African, Caribbean and Pacific group of countries (hereinafter to be referred to as ACP) had a long standing special economic relationship with the EU.⁷ The relationship dates back since 1957 when the EU signed an agreement in Yaounde, Cameroon with the ACP countries of which the EU committed to assist the ACP in fostering economic and social development.

However, the current trading relationship between the ACP and the EU is governed by the Cotonou Partnership Agreement. This Agreement was signed in Cotonou, the capital city of Benin in 2000.⁸ Under the Cotonou Partnership Agreement the EU was obligated to grant

⁶ Correa, C.M., (2007), *Trade Related Aspects of Intellectual Property Rights: A Commentary on the TRIPS Agreement*, Oxford. Oxford University Press, p. 9.

⁷ It is to be noted that the ACP group of countries includes the East African Community Partner States

⁸ The Cotonou Agreement is based on five interdependent pillars, namely: Comprehensive political dimension, Participatory approaches, Strengthened focus on poverty reduction, New framework for economic and trade co-operation and Reform of financial co-operation

preferential market access of products from the ACP group members in the European Market. Thus, by the terms of Cotonou trading relationship, the EU had agreed to provide non-reciprocal, duty free market access to the ACP countries. In other words EAC Partner States being members of the ACP, under Cotonou Agreement they had preferential duty free market access in the EU countries. For instance, producers of different products including GIs originating from EAC Partner States, enjoyed duty free market access in the EU region.

2.1 The reason for the existence of EPA Negotiation

The non-reciprocal trade preferences guided by the Cotonou Agreement which the EU extended to ACP countries expired on 31st December 2007. It is to be noted that the Cotonou trading regime was incompatible with international trade rules regulated by the World Trade Organization (hereinafter to be referred to as the WTO). The incompatibility arose because the EU discriminated other trading partners (i.e. other WTO members which were none ACP group of countries), by exempting exports of the ACP to EU from tariffs while exports of other countries which were also WTO Members were subjected to the duties/taxes; or charged lower tariffs on ACP exports than what other WTO members' exports faced.⁹ WTO rules do permits this kind of discrimination only when the two countries/trading blocs enter a Free Trade Agreement, or are in a Customs Union, or are under a GSP arrangement.

In order to overcome this legal challenge, the EU in 2001, sought a waiver from WTO Members. The said waiver did allow the EU to discriminate other WTO members in favour of the ACP until 31st December 2007. However, for the waiver to be granted, the EU had to compensate her trading partners who felt that their trading rights were being prejudiced by the ACP-EU trading arrangement. The expiration of the waiver necessitated the negotiation of a reciprocal WTO-compatible trade agreement between the EU and ACP countries. It followed therefore that, under the Cotonou Partnership Agreement Parties had to agree to conclude new WTO-compatible trading arrangements, progressively removing barriers to trade between them and enhancing co-operation in all areas relevant to trade. These trade arrangements are what came to be referred to as the EPAs.

⁹⁹ The Cotonou Trading Arrangement was in violation of among others none discrimination principle that comprises the Most Favoured Nation and the National Treatment.

Admittedly, due to practical reasons the EU could have not negotiated with each ACP group of countries. Therefore it was agreed that ACP countries should be split into several regional blocs that will negotiate jointly against the EU.¹⁰ It was from this partitioning where the EAC Partner States had to negotiate an EPA with the EU jointly vides the EAC as a bloc. Due to this necessity, the EAC-EU concluded an interim EPA on July 2007, with a commitment to conclude a comprehensive EPA soon, the dream which came true lately in 2013.

EAC and the EU were obligated to negotiate and conclude an EPA which contained all matters of their interests relevant for trade and social development. Important and relevant to this article is the aspect of inclusion of GIs in the said EPA. It is to be noted earlier that, GIs have been included in the EPA arrangement between the EU and the Eastern and Southern Africa and West Africa.

2.2 The current status of EAC-EU EPA Text and the inclusion of GIs

The initialled interim EPA in 2007 contained only trade in goods. It was made up of the several key sections, namely; general provisions, market access for trade in goods, development cooperation, fisheries agreement which seemed to be exhaustive as compared to other areas agreed, dispute settlement, and areas for further negotiations. Issues that were left for further negotiations are listed in a *Rendezvous* Clause under Article 37, covering among others the intellectual property rights, customs and trade facilitation.

Following none inclusion of GIs in the interim EPA, the EU further proposed the Intellectual Property Framework text in 2008 for protecting Intellectual property rights generally and GIs in particular. The said text was TRIPS Plus too,¹¹ as it contained commitments which the EAC Partner States have not undertaken under the WTO law or other multilateral agreements. In the EU Proposed Intellectual Property text, provisions relating to protection of GIs were found under Article 6. More so, Article 6.1 dealt with the protection of GIs in the territories of both parties; however, GIs which are not protected in the country of origin ought not be registered and protected in the foreign countries.¹²

¹⁰ Many negotiation groups were formed such as; the West Africa group, the ESA group, the EAC group et cetera.

¹¹ By TRIPS Plus it entails that, the substance of the text had other elements which were not covered in the WTO TRIPS Agreement, rather were still under negotiation in the ongoing Doha Round.

¹² Art 6.1.1 of the proposed EU intellectual property rights text in the final EU-EAC EPA negotiation.

Unfortunately, in the proposed text there was no provision which provided for the meaning of the term GIs.¹³ Meanwhile, EAC Partner States were obligated to establish an effective system of protecting GIs not later than 1st January 2014. Lastly, both parties had to discuss within the technical committees upon the effective implementation of protecting GIs and exchange of information on policy and legislative framework for GIs protection.

Article 6.2 provided the terms of protection of GIs; the scope proposed was to the extent that, both parties should protect registered GIs in their respective territories indefinitely according to their respective legal system and practice.¹⁴ Such protection would be only for goods originating in the parties territories and which qualifies to the relevant product specifications.¹⁵ Moreover, parties should prohibit and prevent the use of misleading GIs which constitute the act of unfair competition as provided under Article *10bis* of the Paris Convention. Translated form of indications for similar goods not originating to the true geographical place such as ‘kind’, ‘style’, ‘imitation’ ... or other expression of the sort should be prevented and prohibited.¹⁶

Protected GIs might be cancelled where justifiable; the procedure to be applicable for the same should allow interested third parties to intervene. Meanwhile the relevant authorities must enforce the protection from their own initiatives as requested by the interested parties who applies¹⁷. Improper use of the terms applicable in the EAC should cease not later than 1st January 2010.¹⁸ By improper use of GIs terms, it meant that EAC producers and manufacturers were prohibited from using indications which are protected in the EU and other WTO members.

¹³ It is doubtful as to whether the meaning of the term GI in the proposed EU text will be that adopted in the TRIPS agreement rather than the two tier system of protection applicable in the EU’s Common Agricultural Policy.

¹⁴ This means that the two tier system applicable in the EU shall be a practice which will also be used to register EAC GIs needing to be registered in the EU. It is doubtful whether EAC’S GIs can afford to be registered as PDO in the EU.

¹⁵ See Art 6.2.2 of the proposed EU’s intellectual property rights text.

¹⁶ See Art 6.2.4 of the proposed EU’s Intellectual Property Framework Text.

¹⁷ See Art 6.2.5 and 6.2.5 of the proposed Intellectual Property Framework Text.

¹⁸ See Art 6.3 of the proposed EU’s Intellectual Property Framework Text.

Article 6.4 dealt with the protection of generic terms, plant varieties and animal breeds; generic terms should not be protected as GIs, also homonymous GIs as matter of equity shall be protected provided consumers are not misled on the true origin of such homonym GIs. However, if a third party GIs is homonym with a registered GIs of wine in nature then the provision of article 23(3) of the TRIPS agreement should apply.¹⁹

Article 6.5 dealt with the relationship between a GIs vis-à-vis a trademark. A GIs should not be registered if it conflict with existing reputable trademark to avoid consumers' confusion. Similarly no trademark shall be registered if it conflicts or contains a geographical name of an existing GI. Meanwhile, no later than 1st January 2014 parties agreed to commence negotiations relating to protection of GIs in their respective territories.

On the other hand, the EAC Partner States through the EAC in responding to the contents of the proposed EU Intellectual Property Framework text, denied from entering any agreement with third parties including the EU on any TRIPS plus commitments including the protection of GIs.²⁰ And it directed its secretariat and EPA negotiators to conduct study on the following references:-

- i) Conduct a study to determine to what extent the draft EPA text reflects EAC Partner States position advanced at the WTO and WIPO on GIs...
- ii) Conduct assessment and evaluation of main Partner States' GIs products to determine the benefits of extensive GIs commitments in the EPA provisions...

Ultimately, in the year 2013 the EU on the one hand and the EAC on the other hand mutually concluded a comprehensive final EPA. The said EPA Text does not once again include the protection of GIs. As was in the interim EPA, the same status has been adopted in the final EPA too. Article 37(e)(iv) which is a *Rendez-vous* Clause provides that; '*Building on the Cotonou Agreement and taking account of the progress made in the negotiations of a comprehensive EPA text the parties agree to continue negotiations in the protection of GIs*' [Emphasis is Mine].

¹⁹ Read Art 6.4 of the proposed EU's intellectual property rights text.

²⁰ As a response to making any TRIPS plus agreement the EAC partner states during Dedicated Session on Trade Related Issues held on 18th to 22nd May 2009 Dar es Salaam Tanzania, Reference Number EAC/TF/.../2009 said that "Despite the fact that all partner states have acceded to the TRIPS agreement, time is not yet opportune to negotiate a TRIPS plus agreement with third parties including the EU. Such negotiations will not be viable given the present capacity constraints that confront and limit the ability of the partner states to implement key elements of the TRIPS agreement.

Thus, it is hoped that negotiation will continue only for those areas listed in Article 37 of the text. Despite such parables, the EAC ought to decide and conclude the best terms of protecting GIs vide EPA which cherishes the best interests of the people in the region, in attempting to address the said Conundrum hereunder is the discussion which expound the legal regimes found in the EAC Common Market, potential GIs and the perceived benefits of protecting GIs.

3.0 DIVERSE JUSTIFICATIONS FOR INCLUDING GIs IN THE FINAL EPA

This part of the article presents various socio-economic justifications stemming from different parameters that espouse the importance of GIs hence making it necessary to include them in the final EPA text. The article also provides an account of necessity and functions of GIs, if legally protected by a country, as a way of justifying their inclusion in the final EPA text. Similar approach is taken in presenting the economic importance and advantages of protecting GIs.

3.1 Necessity of protecting GIs

The modern law on GIs has switched its approach of protecting GIs from relative to absolute protection. By absolute protection, GIs are said to be protected even without any misleading consequences to prevention of imitation.²¹ Such necessity of protection is due to the fact that GIs have become valuable commercial assets due to their attractiveness to consumers. As a result, they suffer a serious risk of being imitated or usurped by illegal competitors in trade that wants to reap the benefits of GIs reputation.

Legal literature stresses another justification for absolute protection of GIs to be the necessity for consensus protection sake. GIs safeguard the interests of consumers who are ready to pay premium price in return for quality goods or services they are purchasing. It has been argued by commentators that consumers pay much attention to the geographical places from which particular goods originate and by so doing they pay attention to GIs which are exploited to reveal the geographical origin of goods or services.²² Ultimately, the necessity of protecting GIs is grounded on safeguarding interests of both producers and consumers.

²¹ Mantrov, V., (2014), *EU Law on Indications of Geographical Origin*, Geneva. Springer International Publishing, p. 32.

²² Soam, S.K. and Hussain, M., (2014), "Commercialisation of Indigenous Health Drinks as Geographical Indications" 16 *Journal of Intellectual Property Rights*, p. 173.

Other necessity for the protection of GIs rests in their unquestionable meaning in the development of particular state's culture, education and economy. GIs promote cultural heritage of a particular geographic place due to its versatility in impacting to region's culture, history, economy and other similar aspects.²³ The existence of GIs has significant economic importance to the nation at large. There exists an indissoluble link between legal and economic component within the context of GIs protection.²⁴ For instance, 20% of all world trade is in a niche made up of goods with GIs due to their high quality.

3.2 The functions of GIs

GIs perform economic and other functions which in most cases depend on how producers use GIs and consumers view them. Such functions include the following:

3.2.1 Origin function

By this function GIs as designations operate as indicators of origin from which the products come or are in some other way connected. Depending on the type of GIs, such as direct or indirect GIs, GIs label inform consumers the true geographical place where they are produced or where the quality, reputation or characteristics derive their origin or are attributed to those geographical places.

3.2.1 Quality Functions

GIs designations symbolise qualities which certain products have or which consumers associate them with and guarantee that they measure up to their expectation. Normally consumers do buy the quality or exceptional characteristic embodied or associated with geographical origin where the products do come from.

3.2.2 Investment or advertising function

GIs designations are cipher around which investment in the promotion of a product is built and that investment is a value which deserves protection as such, even when there is no abuse arising from misrepresentations either about origin or quality. Producers of GIs have invested their

²³ Ibid.

²⁴ O'Connor, B., (2004), *The Law of Geographical Indications*, London: Cameron, p. 37.

efforts in producing products that have quality or reputation for a period of time that deserve to be protected equitably even if there is no actual abuse of the market.

3.2.3 *Culture protecting function*

GIs designations protect culture by preserving traditional productions methods, habits of consumption and cultural identity.²⁵ The traditional approaches adopted by many communities in food preparation or utilisation of traditional knowledge in producing many origins related product ensures the preservation of cultural diversity and environment sometimes.

The Functions of GIs explained in the preceding paragraphs above underlie the nature and scope of GIs. Discussions about the proper scope of GIs protection often take these functions as a starting point and they are also used as tools in the arguments about various legal policies. GIs protection and various policies may be justified only if GIs really fulfill their functions. However, there might be inherent problems in the GIs ability to do this. These possible problems are connected to the notion of *terroir* and the generic nature of GIs.

3.3 Importance of protecting GIs

The rationale behind the protection of GIs springs from their economic and social benefits accruing from effective protection. Economists have deeply studied the factors which form the basis of the economic rationale for protecting GIs. Economic theories justifying economic relevance of GIs and the way they are deployed in the study of GIs are not the subject matter of this article. It suffices to acknowledge at this juncture that, the broad parameters used in economic studies include;²⁶ the study on information asymmetries and the role of reputation, improvement of market access and the study on rural development potential. Economists normally deploy reputational effect of GIs, supply chain analysis and transaction cost of GIs, welfare analysis and; the measurement on the willingness of consumers to pay for GIs as standard methodologies to analyse these factors.

Through various economic studies the economic potential of GIs derives from the fact that place of origin may be used as a quality signal or alternatively the resources of the region may be

²⁵ Broude, T., (2005), "Taking Trade and Culture" Seriously: Geographical Indications and Cultural Protection in WTO Law" 649 Express Opreprin Series, p. 16.

²⁶ Bramley, C., et.al, (2013), Developing Geographical Indications in the South: the South African Experience, USA, Springer Media Dondrecht, p. 14.

captured in GIs as quality attributes.²⁷ Importance of GIs protection is thus, vital to both producers and consumers of goods and services. The following are some economic and social benefits of protecting GIs:

3.3.1 Economic Advantages of Protecting GIs

The economic rationale behind protecting GIs rests in different ways as briefly explained herein below:²⁸

GIs aim at regulating information asymmetry between producers and consumers. The regulation done by GIs shields the consumers from misleading information on the origin of products and also protect producers against the dilution of an indication. Without proper protection of GIs at the market, origin labelled products remain prone to being misappropriated with other products that do not originate from actual places, but takes the advantage of reputation acquired by GIs.

Additionally, GIs have the ability of creating monopolistic market access, exerted by products differentiation as opposed to standardisation in production. The power of GIs products in differentiating themselves from other standard products in respect of quality, reputation or other characteristics helps them to have exceptional market access.

As a tool of regulating asymmetric information, economists have classified goods into three types, namely; search goods, experience goods and credence goods.²⁹ Most agro-products are experience and credence goods, the qualities of experience goods cannot be known to the consumers immediately otherwise by frequent purchases. Whereas, most GIs are credence goods of which their attributes such as qualities and production process cannot be known easily by the consumers. Even if repeatedly purchased unless, producers communicate with consumers by guaranteeing the qualities which subsequently become apparent and appreciable by consumers.³⁰

Reputation communicated through distinctive signs plays an important economic role of signalling a certain level of quality that consumers learn to expect.³¹ By maintaining minimum level of quality, and asserting this to consumers, producers of reputable products can charge a

²⁷ Ibid.

²⁸ Bramley, C., (2011), Op cit, p. 19.

²⁹ O'Connor, B., (2004), Op cit, p. 37.

³⁰ Babcock, B.A., (2003), "Geographical Indications, Property Rights, and Value-Added Agriculture", p. 23.

³¹ Ibid.

price premium.³² GIs serve to recognise the essential role that geography, climate and or human know-how play in the end quality of a product originating from those places. In turn GIs rewards goodwill and reputation created by producers.

The informative meaning of geographical names is emphasized in order to reduce information asymmetries as noted above. Where the place of origin is used as an attribute, resources of the region are used to increase the value of the product. The value added derived from these resources, leads to product differentiation which consequently result in creation of niche markets.³³

The collective monopolies resulting from institutionalisation process provide producers within GIs niche market, opportunity to protect and enhance their market by transforming the value added into an economic rent.³⁴ Although this premium may be small, differentiating products by origin, restricting supply and creating barriers to entry, acts as a powerful marketing tool.³⁵ The ability of GIs in excluding other similar goods from market access helps GIs producers in securing certain amount of market share.

The indirect value added by GIs may come to rural regions through tourism. Researchers draw a link between local foods and gastronomy with tourism, illustrating that the specific processes involved with food linked to a particular region can invite tourism³⁶. Tourism may add value to a rural area through tourism associated services and also sales of food products.

Asymmetric information in the case of GIs justifies protection. This protection shields the consumers against misleading information on the origin of products, and it protects producers against the dilution of an indication, allowing producers to receive price premiums. GIs are differentiated agricultural goods, and because of their association with the area of production they constitute an immobile comparative advantage to this area.³⁷

³² Ibid.

³³ Giovannucci, D., (2009), Op cit, p. 10.

³⁴ Alikhan, S., (2000), "Socio-Economic Benefits of Intellectual Property Protection in Developing Countries", Geneva. WIPO, p. 24.

³⁵ Ibid.

³⁶ Bessièrè, J., (1998), "Local Development and Heritage: Traditional Food and Cuisine as Tourist Attractions in Rural Areas", p. 21.

³⁷ John, I. *et.al*, (2016), "Tanzania Food and Protected Geographical Indications, Future of Food", 4(2) *Journal on Food, Agriculture and Society*, p. 38.

3.3.2 *Indirect Socio-Economic Advantages of Protecting GIs*

Fairness is among other benefits of protecting GIs, by fairness in this context means the protection against unfair competition. Unfair competition leads to market failures as it makes the market unsustainable.³⁸ GIs intend to protect the producers within a region that establish a differentiated product from being usurped by producers external to the protected region therefore from unfair competition. What makes consumers' willingness to pay premium price for GIs products are the qualities guaranteed on them. To maintain quality assurance is very costly, hence any usurpation in the market will easily lead to market failure as GIs producers will not be able to recoup the cost of production incurred.

Simultaneously, protection of GIs increases production, create local jobs and prevent rural exodus from rural areas.³⁹ For instance, Italian food industry in Tuscany and Emilia-Romagna is booming due to new investments in GIs protected food items. Development predominantly is urban centered as opposed to rural areas, this has caused exodus of rural population to urban areas. Then a shift in focus from urban to rural development strategies may slow or even reverse this exodus. GIs play vital role in preserving traditional knowledge, the conservation of traditional knowledge is an important social aspect of sustainable rural development in any country.⁴⁰ The use of natural methods in processing as well as in other ways of producing GIs products has proved to be one of the ways with which traditional knowledge is preserved.

4.0 LEGAL FRAMEWORKS FOR PROTECTING GIs

GIs are recognised and protected in various jurisdictions: The forms of protection widely used include the use of Trademarks law, Laws focusing on business practices and Sui generis. At international level, protection of GIs is provided by several multilateral conventions and treaties such as the Paris Convention of 1883, the Madrid Agreement, The Lisbon Agreement and the WTO TRIPS Agreement. Of all, this article discusses the substantive provisions of the WTO TRIPS Agreement as all EAC Partner States and the EU are members to it, hence are bound by the standards provided by it. Also, it is the WTO law that influenced the existence of the EPA

³⁸ Bramley, C. and Kirsten, J.F., (2010), "Exploring the Economic Rationale for Protecting Geographical Indicators in Agriculture", 46(1) *Agrekon*, p. 49.

³⁹ Hajdukiewicz, A., (2014), "European Union Agri-food Quality Schemes for the Protection and Promotion of Geographical Indications and Traditional Specialties: an Economic Perspective", 26(1) *Folia Horticulture*, p. 25.

⁴⁰ Arfini, B. *et.al*, (2003), "OLP Characteristics Evolution Problems and Opportunities Development of Origin Labeled Products; Humanity, Innovation and Sustainability," p. 60.

negotiation. Due to these reasons the article hereunder present multilateral legal framework for protecting GIs as provided by the TRIPS Agreement only.

4.1 The WTO TRIPS Agreement

This multilateral treaty was concluded in 1994 in line with other WTO treaties. It is the leading multilateral legal framework governing protection of GIs as known today.⁴¹ The provisions of this agreement has received enormous acceptance as compared with other multilateral agreements concluded before it.⁴² Art 22(1) of the agreement provides a definition of GIs, which has two principle elements that are considered to be international standards developed beyond what existed before it. It provides *inter alia*:-

Geographical indications are for purposes of this Agreement, indication 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.

From the definition, indications which may be given protection includes those which are not verbal by its nature, rather even images, symbols, packaging etc are also included.⁴³ However, services are excluded from protection, but protection extends to even non-agricultural food products. The definition demands the need of connectivity between the qualities in question *vis-à-vis* a producing geographic region. The definition needs the quality, characteristics or reputation of a good to be “essentially attributable” to the geographical region where it is produced.

For ensuring common standards of the agreement, art 22(2) set down two basic operative requirements applicable for all GIs. The Agreement expressly provides that:

In respect of geographical indications, members shall provide the legal means for interested parties to prevent;

⁴¹ Tanzania became a member of the WTO on the 01st Day of January 1995.

⁴² Blakeney, M., (1996), *Trade Related Aspects of Intellectual Property Rights: a Concise Guide to the TRIPS Agreement*, London. Sweet and Maxwell, p. 143.

⁴³ Examples of indirect GIs are such as the Eiffel Tower for Paris, the Matterhorn for Switzerland or the Tower Bridge for London.

- a) the use of any means in the designation or presentation of a good that indicates or suggests that the good in question originates in a geographical area other than the true place of origin in a manner that misleads the public as to the geographical origin of the good;
- b) Any use which constitutes an act of unfair competition within the meaning of Article 10bis of the Paris Convention (1967)

Firstly, the quoted article above requires WTO members to provide legal mechanisms for protecting GIs from which, any person who uses any designation or presentation which signifies that the good in question comes from certain geographical region while, in fact it does not come from such named geographical region: And due to such signification, if the ‘public is misled,’ then such use of deceptive indication should be prevented. It is the call of this article that binds the United Republic of Tanzania to enact legal means for protecting effectively GIs in her territory.

The standards set under article 22 are qualified by article 23 which provide additional protection for GIs relating to wines and spirits. The extension is twofold; firstly, relates to cancellation of existing registered trademarks and secondly, use of trademarks bearing false indication denoting wines and spirits even if the public is not misled. it does not matter whether the use of such a label or trademark is in translated form such as ‘type’ ‘kind’ ‘style’ or the like so that the public is not misled. However the provision of this article is subject to exceptions provided under article 24

The exceptions provided under article 24 are in article 24(1) and (2) concerning the WTO obligations on continuing negotiations and; article 24(3), a prohibition on back-tracking. TRIPS obligations are a floor, not a justification to ‘diminish the protection of GIs that existed prior to the entry into force of the agreement. Article 24(4) through (9) provides an array of limitations and exceptions to the GIs obligations in articles 22 and 23. Article 24(4) is a grandfathering clause with limited conditions. It is specific to GIs for wines or spirits protected in country X, whilst producers in country Y were already using that geographic word in connection with goods or services. Article 24(6) excludes obligation of protecting GIs which have accidentally through historical usage became generic.

In summary and relevant to this article, the WTO TRIPS Agreement obligates EAC Partner States and the EU as signatories to it to provide legal means for effective protection of GIs in their territories. The mechanisms or forms of protection are not expressly provided by the Agreement. Therefore, WTO members have discretion to use any effective means in complying with this treaty requirement. Hence, the inclusion of GIs in the EPA arrangement can as well be a way of giving effect the WTO TRIPS Agreement obligation exerted to signatory members.

4.2 The EAC Legal Framework Governing GIs protection

It is noteworthy that, the EAC legal framework recognises the need for protecting intellectual property generally and GIs in particular. However, it is unfortunate that the EAC does not have specific Protocol, Act, Regulation or Directive that accommodates the protection of GIs in the region. What is in the ground is the Draft EAC Intellectual Property Policy prepared by the EASTECO in 2018.⁴⁴ Due to that fact, the Partner States' legal frameworks are only influenced by the multilateral legal frameworks.

However, both the Treaty establishing the EAC and the Protocol establishing the EAC Common Market recognise the need of protecting GIs in the region. Article 103(i) of the Treaty establishing the EAC clearly states the need of protecting intellectual property through mutual co-operation, promotion and harmonisation of intellectual property policies by the Partner States. The same spirit is couched in Article 5(2) (k) of the Protocol establishing the EAC Common Market.⁴⁵

Furthermore, Article 43(1) and (2)(f) of the Protocol establishing the EAC Common Market specifically mention GIs as among other areas of intellectual property to be protected harmoniously throughout the common market. Moreover, it is the EAC Council which has been given mandate to put in place intellectual property policy and regulations regulating GIs,⁴⁶ and in the end, the same Council is obligated to issue directives for co-operation in the administration, management and enforcement of GIs in particular.

⁴⁴ Odhiambo, J.A., (2019), "Towards A Conceptual Case for Harmonisation of Intellectual Property Laws within the East African Community", 46(2) *Eastern Africa Law Review*, p. 130.

⁴⁵ However, the Treaty and Protocol establishing the EAC and EAC Common Market respectively, uses the world intellectual property to cover all forms of intellectual property rights including GIs at this point.

⁴⁶ See Article 43(3)(h) when read together with sub article 5(a) of the Protocol establishing the EAC Common Market of 2009.

4.3 EAC Partner States Legal Frameworks for Protecting GIs

The legal environment prevailing in all EAC Partner States is a reflection of the obligations conferred by the multilateral legal instruments which Partner States are members. Treaties administered by the WIPO and WTO, specifically the TRIPS Agreement, the Lisbon Agreement and the Madrid Agreement provisions have had a lot of influence on legal environment surfacing in the EAC Partner States' legal frameworks.

Also, many EAC Partner States are members of the ARIPO, a regional body responsible with the administration of intellectual property matters in the region. The Republic of Burundi and South Sudan have not yet joined ARIPO. However, both countries have shown interest of joining the organisation in a near future.⁴⁷ ARIPO legal framework has influenced somehow the EAC Partner States' need and necessity of protecting GIs especially through the form of collective and certification marks only. ARIPO too, do not have *Sui Generis* law providing for the protection of GIs; however, it has a draft protocol for protecting GIs which is yet to be approved by Member States.

The Republics of Burundi, Rwanda and Uganda have comprehensive legislation providing for the protection of GIs.⁴⁸ The named Partner States have either dedicated provisions in their industrial property legislation which is the case for Burundi, and Rwanda Republics or a comprehensive legislation for GIs protection which is the case with the Republic of Uganda.⁴⁹ The Republic of Kenya is underway to enact a *sui generis* legislation once it approves the impending Geographical Indication Bill of 2010.⁵⁰ Currently, Kenya protects her products using

⁴⁷ Kenya Association of Manufacturers, (2017), *Intellectual Property Rights Regime within the East African Community Enhancing Regional Protection of IPR as a Key Driver to Industrialization*, Nairobi: Kenya Association of Manufacturers (KAM), p. 32.

⁴⁸ The following are the legal instruments used for protecting GIs in the Republic of Burundi, namely: The Law No 1/13 of 28/7/2009 relating to Industrial Property in Burundi, the Ministerial Order No 540/2046 of 24th December 2012 on Procedures for Filling and Registration of Trade and Service Marks, Collective and Certification Marks and the Ministerial Order No 540/2047 of 24th December 2012 on Procedures for Filling and Registration of Geographical Indications. Similarly, the following are the legal instruments used for protecting GIs in the Republic of Rwanda, namely: The Law No. 31/2009 on the Protection of Intellectual Property in Rwanda, Ministerial Order No 07/10/MINICOM of 25/08/2010 Determining the Structure and Functioning of the Council of Appeal in Charge of Settling Disputes Related to Intellectual Property and Ministerial Order N°24/2016 of 17/03/2016 Determining Fees Payable for Registration Services of Intellectual Property.

⁴⁹ The Constitution of the Republic of Uganda of 1995, the Geographical Indications Act, 2013, the Geographical Indications Regulations, 2018 and the Trademarks Act, 2010 constitute legal instruments used for protecting GIs in Uganda.

⁵⁰ Kenya Association of Manufacturers, (2017), *op cit*, p. 56.

trademark system of GIs protection via certification and collective marks registration.⁵¹ A peculiar situation is found in the United Republic of Tanzania, a Partner State which is a union of two countries namely Tanganyika and Zanzibar.

In the United Republic of Tanzania, intellectual property matters are not among other matters administered by the union government. Therefore, each party of the union has its own legal framework regulating GIs. Zanzibar, on one hand, has a comprehensive legislation providing for protection of GIs, while Mainland Tanzania does not have a specified system of protecting GIs at all.⁵² In Mainland Tanzania, an interested person desiring to protect a product using GIs as a tool for branding and market differentiation is not possible. What is available Mainland Tanzania is the defensive approach for GIs protection using unfair competition laws or through using the Common Law tort of Passing Off.⁵³ One disadvantage of these approaches prevalent in Mainland Tanzania is that, they do not confer exclusive rights of using geographical names to their owners as envisaged by the Public (State) Property Theory.⁵⁴

The defensive approach in protecting GIs is seen to feature in almost all Partner States' legal environment. Unfair competition laws feature in all EAC partner states, the only difference seen is in respect of definition used to define acts which amounts to unfair competition in commerce.⁵⁵ The common law *delict* of passing off is another form of defensive approach in protecting GIs. However, this option is only available to citizens whose countries cherish Common Law legal tradition in their legal systems. The feature is present in the Republics of Uganda, Kenya and the United Republic of Tanzania.⁵⁶

Generally, it can be acknowledged that, at the minimum, EAC Partner States have put in place some legal means for protecting GIs in their territories. However, the existing legal landscape when viewed in the context of EAC Common Market, the legal frameworks is fragmented hence

⁵¹ The following are the legislation relevant for the protection of GIs in the Republic of Kenya, namely: The Constitution of the Republic of Kenya, 2010, the Industrial Property Act No 03 of 2001 [R.E. 2016] and the Trademarks Act, Cap. 506 [R.E. 2012].

⁵² The Zanzibar Industrial Property Act No. 4 of 2008 and the Zanzibar Industrial Property Regulations of 2014 are the legal instruments providing for the protection and enforcement of GIs in Zanzibar.

⁵³ Nangela, D.J., (2019), "Safeguarding Consumers' Interests against Misleading and Deceptive Business Conduct in Tanzania", 46(2) *Eastern Africa Law Review*, p. 56.

⁵⁴ Mantrov, V., (2014), *op cit*, p. 49.

⁵⁵ African Union, (2019), *Continental Strategy for Geographical Indications in Africa 2018-2023*, Addis Ababa, African Union, p. 4.

⁵⁶ Kenya Association of Manufacturers, (2017), *op cit*, pp. 30-68.

vitiating the objective of the EAC Common Market Protocol. In terms of harmonization or approximation of Partner States' legislation as envisaged by the EAC Treaty, it is the finding of this article that the current intellectual property regimes in the EAC are not harmonised or approximated at all. This state of affair vitiates the common goal which EAC Partner States' nationals ought to have reaped through the already established EAC Common Market. It is a settled EAC's law that the EAC Treaty and the protocol establishing the common market recognizes the need of having in place a harmonised intellectual property regime applicable for all Partner States.

5.0 Existing EAC Partner States Potential GIs Products

This article found out that, the EAC Partner States are endowed with enormous biological diversity, traditional knowledge and genetic resources which cumulatively account for the existence of many agricultural products, services in tourism industry, natural minerals and other kinds of products which have significant potential for GIs protection. The article has compiled names of several reputable products at country level (Table 1). It is to be noted that, not all products listed in the table have already been registered as GIs. The list serves to indicate the varsity numbers of quality and reputable products in the region which if registered and promoted may have significant impact on the economy and environment of the region. Table 1 shows the list of products with GIs potential and those which have been registered from each Partner States.

Table 1: List of Potential and Registered GIs Products Available in the EAC Region

Name of Partner State	Name of Potential Product for GIs Protection
The Republic of Burundi	Rwegura Tea, TezaTea, Ijenda Tea, Tora Tea, Mabayi Tea
The Republic of Rwanda	Maraba Coffee, Kivu Coffee, Rulindo Coffee, Gatientye Coffee, Huye Coffee, Niamagabe Coffee
The Republic of Kenya	Kisii Soap Stone, Echuchuka, Kenya Coffee, Mombasa Mangoes, Asembo Mangoes, KangetaMiraa, Kikuyu Grass, Meru Potato, Muranga and Kisii bananas, Molo lamb, Kitengela ostrich meat, Omena fish, Mursik milk, Keringet mineral water, Tsavonite and Magadi soda, Naivasha wine, Kakamega Papaya, Kakamengaomukombera and Tilapia fish from Lake Victoria and Lake Turkana as well as the Victoria Nile Perch (Mbuta) Lamu doors and chests, Kisii soapstone, Akamba carvings and Maasai attire and beads,

	Kiondo Handbags, Wamunyu Handicrafts.
Mainland Tanzania	Konyagi Spirits, Kilimanjaro Coffee, Kyela Rice; Kamsamba Rice, Rungwe Avocado, Njombe Avocado, Mbig'ou Sculptures, Mtwara and Lindi Cashews, Kilimanjaro Water, Kilimanjaro Sugar, Kilimanjaro Aloe vera, Kyela Cocoa, Mufindi Tea, Iringa Mangrooves, Tanga Oranges, Tanzanite, Masai Cloth, Dodoma Wine, Uyui Honey.
Zanzibar	Zanzibar Cloves, Zanzibar Doors, Zanzibar Black Pepper, Zanzibar Cinnamon, Zanzibar Ginger, Zanzibar Mango, Turmeric Vanilla, Zanzibar KichaaChilli, Bungo Fruits, and Zanzibar Papayas, Zanzibar Seaweed
The Republic of Uganda	Mukono Vanilla, Buganda Bark Cloth, Katuulo Pineapples, Kawanda Passion Fruits, Bugisu Coffee, West Nile Cotton, Kasese Passion Fruits, Kavare Potato, Pakwach Stools, Mpambire Drums, Kakira Sugar

Source: Data Analysis by the author

5.1 Decisive EAC Terms of Reference and the Way Forward

It is to be recalled that, initially the EAC denied inclusion of GIs in the EPA with the EU due to several reasons. It directed the EAC Secretariat and negotiating team to work on two terms of reference. The results accruing from the said terms of reference are the one which are considered to be decisive as to whether GIs should be included or not in the final EPA with the EU. The terms made demanded the EAC secretariat to:

- i) Conduct a study to determine to what extent the draft EPA text reflects EAC Partner States position advanced at the WTO and WIPO on GIs...
- ii) Conduct assessment and evaluation of main Partner States' GIs products to determine the benefits of extensive GIs commitments in the EPA provisions...

In view of the above references, no comprehensive studies have been done by the EAC up to date in response to both terms. However, there are several grounds prevailing in the region that enabled the author to champion the position in favour of the inclusion of GIs in the EPA arrangement to be renegotiated. The EAC as a block has in several occasions and in collaboration with the ARIPO advocated for extensive protection of GIs than the scope provided

by the WTO TRIPS Agreement.⁵⁷ Even the African Union through the African Union Continental Strategy for Protecting GIs of 2018 to 2023 has directed African countries to advocate for extensive protection of GIs in all international forums including the Doha Negotiation. The East African Community Vision of 2050 similarly calls for effective utilisation of all forms of intellectual property in its member countries.⁵⁸

In response to the second term of reference, the EAC Partner States have vast agricultural and none agro-products that deserves legal protection as GIs. Cash crops such as Coffee, Tea and Cashews from this region have reputation in the global markets, hence deserving legal protection. The benefits of extensive legal protection of such EAC reputable or quality products far outweighs the way they are afforded legal protection under the scope provided by the WTO TRIPS Agreement.⁵⁹ Meanwhile, many EAC Partner States have put in place legal means for protecting GIs in their territories. With such changed legal environment and other economic justification as highlighted above, the EAC should reconsider its position in respect of opting inclusion of GIs in the EPA arrangement.

Going through legislation prevalent in the EAC Partner States, there is significant difference on the scope of legal protection afforded to GIs and the kinds and coverage of products eligible for legal protection. This article is a call to alleviate this serious anomaly impairing the objectives of the Treaty establishing the EAC and the EAC Common Market Protocol. It is recommended in this article that EAC should agree with the inclusion of GIs in the final EAC-EU EPA agreement to be renegotiated. The avenue for renegotiation provided under the *Rendezvous Clause* should be utilized so that the substantive provisions on legal protection of GIs to be agreed is used as vehicle for harmonizing and or approximating the existing fragmented EAC Partner States' legal frameworks.

6.0 CONCLUSION

The discussion made in previous section highlights some insights relating to legal protection of GIs and the way they have been treated and conceived by the EAC in the EPA concluded with

⁵⁷ Read Document No WT/TPR/G/171 that contains the Policy Statements submitted by Kenya, Tanzania, and Uganda through the Secretariat of the EAC to the WTO Trade Policy Review Body.

⁵⁸ Read the East African Community Vision, 2050: Regional Vision for Socio-Economic Transformation and Development, Arusha, Tanzania, 2015, pp. 100 and 163.

⁵⁹ Read the African Union Continental Strategy for Protecting GIs of 2018 to 2023, pp. 36 and 46.

the EU. More so, the article has revealed that, this branch of intellectual property right is important in the EAC region because GIs are relevant to a growing economy in the region. The consumers in the region are paying more and more attention to the geographical origin of products and may care about specific characteristics present in the products they buy. In some cases, ‘the place of origin’ suggests to consumers that the product will have a particular quality or characteristic that they value. GIs therefore function as product differentiators on the market, by enabling consumers to distinguish between products with geographical origin-based characteristics and others without those characteristics. GIs can thus be a key element in developing collective brands for quality-bound-to-origin products.

Protecting GIs enables those who have the right to use the indication to take measures against others who use it without permission and benefit from its reputation (free-riders). A GIs’ reputation is a valuable, collective, and intangible asset. If not protected, it could be used without restriction and its value diminished and eventually lost. In general, GIs protect business management because they can bring with them competitive advantage, more added value to a product, increased export opportunities and a strengthened brand.

The benefits of affording legal protection to GIs can be heightened if there is free movement of goods, services, persons and other aspects as provided by the EAC Common Market Protocol. However, it became evident that, such free movement of goods and services bearing GIs in the EAC Common Market is not easy because Partner States have heterogeneous legal frameworks. Several approaches that can be used to harmonise legislation of different countries like the way it is the case for EAC Partner States. However, this article opts for, calling the EAC to use EPA as a vehicle of harmonizing the legal environment prevalent in its Partner States for protecting GIs alongside other options which can be taken.