

**Summary of**  
**2<sup>nd</sup> Expert Group Meeting on Enhancing Regional Connectivity**  
**through Trade and Investment: Towards Regional Arrangements for**  
**the Facilitation of Cross-border Paperless Trade**

○ **Date: 2 - 3 May 2013**

○ **Venue: UNCC, Bangkok, Thailand**

○ **Participants: See Annex 1 for the final list of participants**

1. The Meeting was participated by 12 experts and opened by Mr. Ravi Ratnayake, Director, Trade and Investment Division of ESCAP.
2. The participating experts collectively went through brief review of the revised draft text of regional arrangement and its explanatory note, prepared on the basis of works done at the previous Expert Group Meeting on 13 – 14 March 2013.
3. The Meeting held a mini workshop session on issues of cross-border data exchange to better understand key issues by sharing national experiences of Indonesia, Malaysia, Republic of Korea and Singapore.
  - Mr. Noor presented brief overview of Indonesia Single Window (INSW) with description of experience in cross-border trade data exchange, in particular certificate of origin
  - Ms. Wong presented ASEAN Single Window (ASW) pilot project conducted on exchange of information in Customs export declaration using the ASEAN Customs Declaration Document (ACDD)
  - Mr. Ha presented two cases of cross-border data exchange in the Republic of Korea. One was the electronic Certificate of Origin between Republic of Korea and Taiwan Province of China; the other was the commercial trade data exchange between Hyundai Motors in the Republic of Korea and Mitsubishi trading and Sumitomo trading in Japan for import of steel.
  - Mr. Hogg, on behalf of Mr. Koh, presented issues of cross-border data exchange from implementers' perspective in the categories of technology, standard and business. He also presented electronic certificate of origin between Japan and Singapore.

4. The Meeting broke into three groups (two technical groups and one legal group) and revised the draft text as well as the explanatory note.
5. After completion of group discussion, the Meeting collectively reviewed works of three groups in a comparable manner for effective comparison and coordination of different views among the groups. The compiled works of three groups in a comparable manner is attached in Annex 2.
6. The Meeting requested ESCAP Secretariat to revise draft text and explanatory note based on the discussions and comments made during the collective review.
7. The meeting was closed by Mr. Yann Duval, Chief, Trade Facilitation, Trade and Investment Division of ESCAP with an expression of gratitude to all the participating experts for their active participation, discussion and provision of valuable inputs. He also informed the participants of a plan to organize three subregional meetings, back-to-back with capacity building workshops, for member consultation on the draft text in the month of July 2013.

## **ANNEX 1: FINAL LIST OF PARTICIPANTS**

### **Second Expert Group Meeting on Enhancing Regional Connectivity through Trade and Investment: Towards Regional Arrangements for the Facilitation of Cross-border Paperless Trade**

2-3 May 2013

Bangkok, Thailand

#### **LIST OF EXPERTS**

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Mr. Ravi Ratnayake	Director, Trade and Investment Division
Mr. Yann Duval	Chief, Trade Facilitation Unit Trade and Investment Division
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Mr. Jun Ho Shin	Expert on Regional Trade and monetary Cooperation Trade and Investment Division

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## ANNEX 2: WORKS OF THREE GROUPS ON THE DRAFT TEXT

Comparative Texts of Three Group Works

### Revised Draft Text of Arrangement/Agreement on Facilitation of Cross-border(International) paperless Trade for the Asia Pacific Region

Tech 1	Tech 2	Legal
<i>The ESCAP Members who are parties to this Arrangement/Agreement</i> (hereinafter referred to as "Contracting Parties"),  <b>Conscious</b> of the importance of trade as an engine of growth and development and of the need to increase the cost-effectiveness and efficiency of international trade transactions to maintain and enhance competitiveness of the region;	<i>The ESCAP Members who are parties to this Arrangement/Agreement</i> (hereinafter referred to as "Contracting Parties"),  <b>Conscious</b> of the importance of trade as an engine of growth and development and of the need to increase the cost-effectiveness and efficiency of international trade transactions to maintain and enhance competitiveness of the region;	<i>The ESCAP Members who are parties to this Arrangement/Agreement</i> (hereinafter referred to as "the Parties"),  <b>Conscious</b> of the importance of trade as an engine of growth and development and of the need to increase the cost-effectiveness and efficiency of international trade transactions to maintain and enhance competitiveness of the region;

<p><b>Recognizing</b> that paperless trade enhances the expansion of trade opportunities and makes international trade transactions more efficient and transparent while improving regulatory compliance, particularly if trade related data and documents in electronic form are exchanged across borders;</p> <p><b>Noting</b> that the trade and supply-chain security initiatives under</p>	<p><b>Recognizing</b> that paperless trade enhances the expansion of trade opportunities and makes international trade transactions more efficient and transparent;</p> <p><b>Also recognizing</b> the importance of avoiding barriers to use and development of paperless trade, the need to promote uniformity in the application of international standards and interoperability of paperless trade systems;</p> <p><b>Noting</b> that the trade and supply-chain security initiatives under implementation in major</p>	<p><b>Recognizing</b> that paperless trade enhances the expansion of trade opportunities and makes international trade transactions more efficient and transparent;</p> <p><b>Also recognizing</b> the importance of avoiding barriers to use and development of paperless trade, the need to promote uniformity in the application of international standards and interoperability of paperless trade systems;</p> <p><b>Noting</b> that the trade and supply-chain security initiatives under implementation in major</p>
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<p>implementation in major export markets will make it increasingly necessary for all actors in the international supply chain to exchange data and documents electronically;</p> <p><b>Considering</b> the fact that many countries of the Asia-Pacific region are currently engaged in implementing national electronic Single Window systems to expedite processing of trade-related data and documents;</p> <p><b>Also considering</b> the fact that many countries of the Asia-Pacific region have significant provisions for exchange of</p>	<p>export markets will make it increasingly necessary for all actors in the international supply chain to exchange data and documents electronically;</p> <p><b>Considering</b> the fact that many countries of the Asia-Pacific region are currently engaged in implementing national electronic Single Window systems to expedite processing of trade-related data and documents;</p> <p><b>Also considering</b> the fact that many countries of the Asia-Pacific region have significant provisions for exchange of information electronically</p>	<p>export markets will make it increasingly necessary for all actors in the international supply chain to exchange data and documents electronically;</p> <p><b>Considering</b> the fact that many countries of the Asia-Pacific region are currently engaged in implementing national electronic Single Window systems to expedite processing of trade-related data and documents;</p> <p><b>Also considering</b> the fact that many countries of the Asia-Pacific region have significant provisions for exchange of information electronically</p>
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<p>information electronically in their Free Trade Agreements;</p> <p><del><b>Aware</b> that the benefits from these and related paperless trade systems would be greatly enhanced if <a href="#">electronic data and documents</a> generated by them could be used across borders;</del></p> <p><b>Also aware</b> that facilitating <a href="#">mutual</a> recognition and <a href="#">exchange</a> of trade-related <a href="#">electronic data and documents</a> between landlocked and transit countries would significantly reduce transit time and enhance trade and development opportunities for the</p>	<p>in their Free Trade Agreements;</p> <p><b>Aware</b> that the benefits from these and related paperless trade systems would be greatly enhanced if <a href="#">electronic data and documents</a> generated by them could be used across borders;</p> <p><b>Also aware</b> that facilitating <a href="#">mutual</a> recognition and <a href="#">exchange</a> of trade-related <a href="#">electronic data and documents</a> between landlocked and transit countries would significantly reduce transit time and enhance trade and development opportunities for the landlocked countries.</p>	<p>in their Free Trade Agreements;</p> <p><b>Aware</b> that the benefits from these and related paperless trade systems would be greatly enhanced if <a href="#">electronic data and documents</a> generated by them could be used across borders;</p> <p><b>Also aware</b> that facilitating <a href="#">mutual</a> recognition and <a href="#">exchange</a> of trade-related <a href="#">electronic data and documents</a> between landlocked and transit countries would significantly reduce transit time and enhance trade and development opportunities for the landlocked countries.</p>
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landlocked countries.		
<b>Mindful</b> of the different levels of economic, and Information and Communication Technology (ICT) development of Contracting Parties;	<b>Mindful</b> of the different levels of economic, and Information and Communication Technology (ICT) development of Contracting Parties;	<b>Mindful</b> of the different levels of economic, and Information and Communication Technology (ICT) development of Contracting Parties;
<b>Acknowledging</b> that the availability of ICT and related physical infrastructure are not enough in some countries to ensure sustainable business development.	<b>Acknowledging</b> that the availability of ICT and related physical infrastructure are not enough in some countries to ensure sustainable business development.	<b>Acknowledging</b> that the availability of ICT and related physical infrastructure are not enough in some countries to ensure sustainable business development.
<b>Further noting</b> the necessity to establish an enabling legal environment in order to maximize the benefits associated with cross	<b>Further noting</b> the necessity to establish an enabling legal environment in order to maximize the benefits associated with cross	<b>Further noting</b> the necessity to establish an enabling legal environment in order to maximize the benefits associated with cross
		border paperless trade.

<p>border paperless trade.</p> <p><b><i>Desiring</i></b> to formulate a legal framework to deepen and broaden cooperation in cross-border paperless trade facilitation among Contracting Parties and to chart the future developments in this area;</p> <p>Hereby <i>agree</i> as follows:</p>	<p>border paperless trade.</p> <p><b><i>Desiring</i></b> to formulate a legal framework to deepen and broaden cooperation in cross-border paperless trade facilitation among Contracting Parties and to chart the future developments in this area;</p> <p>Hereby <i>agree</i> as follows:</p>	<p><b><i>Desiring</i></b> to formulate a legal framework to deepen and broaden cooperation in cross-border paperless trade facilitation among Contracting Parties and to chart the future developments in this area;</p> <p>Hereby <i>agree</i> as follows:</p>
<p><b>Article 1: Objective</b></p> <p>The objective of this Arrangement/Agreement is to promote cross-border paperless trade by enabling exchange and mutual recognition of trade-related data and documents in electronic form (to be explained in the note) and ensuring interoperability among National and Subregional</p>	<p><b>Article 1: Objective</b></p> <p>The objective of this Arrangement/Agreement is to promote cross-border paperless trade by enabling exchange and mutual recognition of trade-related electronic data and documents in electronic form and ensuring interoperability among National and Subregional Single</p>	<p><b>Article 1: Objective</b></p> <p>The objective of this Arrangement/Agreement is to promote cross-border paperless trade by enabling exchange and mutual recognition of electronic communications and ensuring interoperability among</p>

Single Windows and other paperless trade systems	Windows and other paperless trade systems.	National and Subregional Single Windows and other paperless trade systems.
<b>Article 2: Scope</b> This Arrangement/Agreement applies to paperless trade between Contracting Parties.	<b>Article 2: Scope</b> This Arrangement/Agreement applies to paperless trade between Contracting Parties	<b>Article 2: Scope</b> This Arrangement/Agreement applies to paperless trade between Contracting Parties
<b>Article 3: Definitions</b> For the purpose of this Arrangement/Agreement:  "Paperless Trade" means trade taking place on the basis of electronic communications, including exchange of trade-related data and documents in electronic form.  "Trade" means	<b>Article 3: Definitions</b> For the purpose of this Arrangement/Agreement:  "Paperless Trade" means trade taking place on the basis of <del>exchange</del> of electronic communications, including exchange of trade-related electronic data and documents in electronic form.	<b>Article 3: Definitions</b> For the purpose of this Arrangement/Agreement:  "Paperless Trade" means trade taking place on the basis of electronic communications, including exchange of trade-related data and documents.  "Trade" means international trade in

**Comment [LGC1]:** Need to choose between "cross-border" and "international" – and to use consistently.

international trade in goods, including their import, export and transit, as well as related services.	<p><b>"Trade"</b> means international trade in goods, including their import, export and transit, as well as related services.</p> <p><b>"Electronic communication"</b> means any communication that the parties make by means of data messages.</p> <p><b>"Trade-related Data"</b> means data contained in or transmitted in connection with a trade-related document.</p> <p><b>"Trade-related Documents"</b> means documents, both commercial and regulatory, required in completing commercial</p>	<p>goods, including their import, export and transit, as well as related services.</p> <p><b>"Electronic communication"</b> means any communication that the parties make by means of data messages.</p> <p><b>"Trade-related Electronic Data"</b> means data contained in or transmitted in connection with a trade-related electronic document.</p> <p><b>"Trade-related Electronic Documents"</b> means both commercial and regulatory, required in completing commercial</p>
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**Comment [LGC2]:** Hong suggested to add also "services"; however, technical group suggests there is no such need, and the legal framework is mostly missing.

<p>transactions.</p> <p>"Mutual Recognition" means reciprocal recognition of the legal validity of trade-related electronic data and documents exchanged across borders between two or more countries. Mutual recognition is established by the Contracting Parties agreeing that different national requirements are equal and respectively interchangeable in order to fulfill the requirements of the domestic legislation in a specific field.</p> <p>"Single Window" means a facility that allows parties</p>	<p>both commercial and regulatory, required in completing commercial transactions.</p> <p><del>"Mutual Recognition" means reciprocal recognition of the legal validity of trade-related electronic data and documents exchanged across borders in electronic form between two or more countries. Mutual recognition is established by the Contracting Parties agreeing that different national requirements are equal and respectively interchangeable in order to fulfill the requirements of the domestic legislation in a specific field.</del> (deleted text goes to Exp. Note)</p>	<p>transactions.</p> <p>"Mutual Recognition" means reciprocal recognition of the legal validity of trade-related electronic data and documents exchanged across borders between countries. Mutual recognition is established by the Contracting Parties agreeing that different national requirements are equal and respectively interchangeable in order to fulfill the requirements of the domestic legislation in a specific field.</p> <p>"Single Window" means a facility that allows parties</p>
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**Comment [LGC3]:** Mutual recognition cannot be selective. See also new art. 9(1).

involved in a trade transaction to electronically lodge data and documents with a single entry point to fulfill all import, export, and transit-related regulatory requirements.	<p>"Single Window" means a facility that allows parties involved in a trade transaction to electronically lodge data and documents with a single entry point to fulfill all import, export, and transit-related regulatory requirements.</p> <p>"Interoperability" means the ability of two or more systems or components to <a href="#">exchange information</a> and to use the information that has been exchanged</p>	involved in a trade transaction to electronically lodge data and documents with a single entry point to fulfill all import, export, and transit-related regulatory requirements.
same	Same	<p><b>Article 3 bis:</b></p> <p><b>Interpretation</b></p> <p>In the interpretation of this Arrangement/Agreement,</p>

		<p>regard is to be had to the general principles on which it is based, to its international character and to the need to promote uniformity in its application.</p>
<p><b>Article 4:</b> General Principles</p> <p>This Arrangement/Agreement shall be guided by the following general principles:</p> <ol style="list-style-type: none"> <li>1. Technology neutrality</li> <li>2. Functional equivalence</li> <li>3. Non-discrimination of the use of electronic communications</li> <li>4. Functional</li> </ol>	<p><b>Article 4:</b> General Principles</p> <p>This Arrangement/Agreement shall be guided by the following general principles:</p> <ol style="list-style-type: none"> <li>1. Technology neutrality</li> <li>2. Functional equivalence</li> <li>3. Non-discrimination of the use of electronic communications</li> <li>4. Functional</li> </ol>	<p><b>Article 4:</b> General Principles</p> <p>This Arrangement/Agreement shall be guided by the following general principles:</p> <ol style="list-style-type: none"> <li>1. Technology neutrality</li> <li>2. Functional equivalence</li> <li>3. Non-discrimination of the use of electronic communications</li> <li>4. Functional</li> </ol>

<p>Interoperability</p> <p>5. Improved Trade Facilitation and Regulatory Compliance</p> <p>6. Encouraging Partnership between Public and Private Sectors</p> <p>7. Ensuring data reliability, integrity and privacy</p> <p>The Contracting Parties agree that implementing national legislation and regulation that applies these principles to exchange of trade-related electronic data and documents will establish common levels of trust and increase interoperability.</p>	<p>System Interoperability</p> <p>The Contracting Parties agree that implementing national legislation and regulation that applies these principles to exchange of trade-related electronic data and documents in electronic form will establish common levels of trust and increase interoperability.</p>	<p>Interoperability</p> <p>The Contracting Parties agree that implementing legislation and regulation that applies these principles to exchange of trade-related electronic data and documents will establish common levels of trust and increase interoperability.</p>
<p>Article 5: Facilitation of Cross-border Paperless</p>	<p>Article 5: Development of National Single Window</p>	<p>Article 5: Development of National Single Window</p>

Trade and Development of National Single Window	and Facilitation of Cross-border Paperless Trade	and Facilitation of Cross-border Paperless Trade
1. The Contracting Parties shall endeavour/undertake to facilitate cross-border paperless trade by enabling exchange of trade-related data and documents in electronic form, utilizing the existing systems in operation or creating new systems.	1. The Contracting Parties shall endeavour/undertake to develop their national Single Window systems. In developing national Single Window systems or upgrading existing ones, the Contracting Parties shall endeavour to make them consistent with the principles and guidance provided in this Arrangement/Agreement.	1. In developing National Single Window systems or upgrading existing ones, the Contracting Parties shall endeavour to make them consistent with the principles and guidance provided in this Arrangement/Agreement.
2. The Contracting Parties are encouraged to develop their National Single Window systems and use them for cross-border paperless trade. In developing National Single Window systems or upgrading existing ones, the Contracting Parties are encouraged to make them consistent with the principles and guidance provided in this	2. The Contracting Parties shall endeavour/undertake to facilitate cross-border paperless trade enabling exchange of trade-related electronic data and documents in electronic form, making use of the existing systems in operation.	2. The Contracting Parties shall endeavour/undertake to facilitate cross-border paperless trade enabling exchange of trade-related electronic data and documents, making use of the existing systems in operation.

**Comment [LGC4]:** This sentence was deemed superfluous: if States want to develop a SW, they will join the treaty, if not, they will not.

Arrangement/Agreement.		
<p><b>Article 6: National Paperless Trade Committees</b></p> <p>Contracting Parties shall endeavour to establish National Paperless Trade Committee, comprised of relevant representatives of government and private sector parties including representatives from trade, logistics service providers, port and airport authorities, IT service providers, customs and other regulatory agencies that participate in export, import and transit functions. The Contracting Parties may rely on a similar organization already functioning</p>	<p><b>Article 6: National Paperless Trade Committees</b></p> <p>Contracting Parties shall endeavour to establish National Paperless Trade Committee, comprised of relevant representatives of government and private sector parties including representatives from trade, logistics service providers, port and airport authorities, IT service providers, customs agencies, and other government agencies that participate in export, import and transit functions. The Contracting Parties may rely on a similar organization</p>	<p><b>Article 6: National Paperless Trade Committees</b></p> <p>Contracting Parties shall endeavour to establish National Paperless Trade Committees, comprised of relevant representatives of government and private sector parties including representatives from trade, logistics service providers, port and airport authorities, IT service providers, customs agencies, and other government agencies that participate in export, import and transit functions. The Contracting Parties may rely on a similar organization</p>

<p>domestically in lieu of establishing a separate committee and may designate an existing organization or working group within that organization, as the National Paperless Trade Committee for the purpose of this Arrangement/Agreement.</p> <p>The National Paperless Trade Committee will try to promote a legally enabling domestic environment for exchange of trade-related electronic data and documents as well as facilitate interoperability of cross-border paperless trade.</p>	<p>already functioning domestically in lieu of establishing a separate committee and may designate an existing organization or working group within that organization, as the National Paperless Trade Committee for the purpose of this Arrangement/Agreement.</p> <p>The National Paperless Trade Committee will try to promote a legally enabling domestic environment for exchange of trade-related electronic data and documents in electronic form as well as facilitate interoperability of cross-border paperless trade information flows.</p>	<p>already functioning domestically in lieu of establishing a separate committee and may designate an existing organization or working group within that organization, as the National Paperless Trade Committee for the purpose of this Arrangement/Agreement.</p> <p>The National Paperless Trade Committee will try to promote a legally enabling domestic environment for exchange of trade-related electronic data and documents as well as facilitate interoperability of cross-border paperless trade information flows.</p>
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same	Same	<p><b>Article 7:</b> National Policy Framework</p> <p>Contracting Parties shall <b>endeavour</b> to establish a national policy framework for paperless trade, which may define targets and implementation strategies, allocate resources, and use a legislative framework.</p>
same	Same	<p><b>Article 8:</b> Enabling Domestic Legal Environment</p> <p>Contracting Parties shall <b>endeavour/undertake</b> to create an enabling domestic legal environment for paperless trade in conformity with <b>international standards</b> and best practices.</p>
<p><b>Article 9:</b> Cross-border Mutual Recognition of Trade-related Data and Documents in Electronic Form</p>	<p><b>Article 9:</b> Cross-border Legal Recognition of Trade-related <b>Electronic Data and Documents</b> in electronic form</p>	<p><b>Article 9:</b> Cross-border Mutual Recognition of Trade-related <b>Electronic Data and Documents</b></p> <p>1. The Contracting Parties shall</p>

**Comment [LGC5]:** Mutual recognition is defined, legal recognition is not.

<p>1. The Contracting Parties shall provide for legal recognition and legal equivalence of trade-related data and documents in electronic form exchanged across borders based on a substantially equivalent level of reliability.(issue: electronic signature is different from data)</p>	<p>1. The Contracting Parties shall provide for legal recognition of trade-related electronic data and documents exchange across borders in electronic form, based on a substantially equivalent level of reliability.</p> <p>2. When necessary, the Contracting Parties shall enact legislation explicitly authorizing and giving full legal functional equivalence to trade-related data and documents exchanged across borders in electronic form.</p>	<p>provide for mutual recognition of trade-related electronic data and documents originating from other State parties based on substantially equivalent[ mutually agreed] level of reliability.(further elaborate in Exp. Note)</p>
<p><b>Article 10:</b> International Standards for Exchange of Trade-related Data and Documents in Electronic Form</p>	<p><b>Article 10:</b> International Standards for Exchange of Trade-related Electronic Data and Documents in electronic form</p> <p>1. The Contracting Parties shall endeavor to apply international standards to ensure regional and</p>	<p><b>Article 10:</b> International Standards for Exchange of Trade-related Electronic Data and Documents</p> <p>1. The Contracting Parties shall endeavor to apply</p>

<p>1. The Contracting Parties shall endeavor to apply international standards to ensure regional and eventually global interoperability in paperless trade.</p> <p>2. For exchange of trade-related data and documents in electronic form, the Contracting Parties may use common international standards. The standard to be used and the data and documents to be exchanged in electronic form shall be mutually agreed upon among Contracting Parties and communicated to the Secretariat.</p>	<p>eventually global interoperability in paperless trade.</p> <p>2. For exchange of trade-related electronic data and documents in electronic form, the Contracting Parties may use common international standards. The standards to be used and the data elements to be exchanged shall be mutually agreed upon among Contracting Parties. and communicated to the Secretariat.</p> <p>3. The Contracting Parties shall endeavour to use any one of the international standards available for uniquely</p>	<p>international standards to ensure regional and global interoperability in paperless trade.</p> <p>(others go to Exp. Note, except 3)</p>
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**Comment [LGC6]:** Not treaty language.

<p>3. The Contracting Parties shall endeavour to use any one of the international standards available for uniquely identifying a consignment for ease of tracking the consignment and for easy correlation of the trade-related data and documents in electronic form associated with it.</p> <p>4. The Contracting Parties shall endeavor to ensure interoperability and enhance mutual recognition of trade-related data and documents in electronic form. The Contracting Parties shall collaborate on international standard implementation strategies</p>	<p><del>identifying a consignment for ease of tracking the consignment and for easy correlation of the trade-related electronic data and documents associated with it.</del></p> <p><del>4. The Contracting Parties shall endeavor to ensure interoperability and enhance mutual recognition of trade-related electronic data and documents. The</del></p> <p>Contracting Parties shall collaborate on international standard implementation strategies through the institutional mechanism established under this Arrangement/Agreement.</p>	
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<p>through the institutional mechanism established under this Arrangement/Agreement.</p> <p>5. The Contracting Parties shall, to the extent possible, become involved in the development <u>and the implementation</u> of international standards and best practices. <u>including messages, security and communication protocol standards</u></p> <p>trade.(for Exp. Note)</p>	<p>5. The Contracting Parties shall, to the extent possible, become involved in the development <u>and the implementation</u> of international standards and best practices. <u>including messages, security and communication protocol standards</u></p>	
<p>same</p>	<p><b>Article 11:</b> Relation with Other Legal Instruments Enabling Cross-Border Paperless Trade</p> <p>1. The Contracting Parties shall endeavor to become a party to the United Nations Convention on the Use of Electronic</p>	<p><b>Article 11:</b> Relation with Other Legal Instruments Enabling Cross-Border Paperless Trade</p> <p>1. The Contracting Parties shall endeavor to become a party to the United Nations Convention on the Use of Electronic Communications in</p>

	<p>Communication in International Contracts, 2005.</p> <p>2. Contracting Parties shall endeavour/undertake that protection of personal and commercial data in cross-border exchange of trade-related electronic data and documents in electronic form be consistent with regional and international regulations and best practices</p>	<p>International Contracts, 2005.</p> <p>2. Contracting Parties shall endeavour to ensure that data in cross-border exchange of trade-related electronic data and documents be consistent with regional and international law, regulations and best practices.</p>
<p><b>Article 12:</b> Legal Liability framework</p> <p>1. The Contracting Parties shall endeavor to establish an adequate legal and regulatory environment to address specific liability and enforcement issues that may arise in relation to the cross-border</p>	<p><b>Article 12:</b> Legal Liability framework</p> <p>1. The Contracting Parties shall endeavor to establish an adequate legal and regulatory environment to address specific liability and enforcement issues that may arise in cross-border exchange of trade-related electronic data</p>	<p><b>Article 12:</b> Legal Liability framework</p> <p>1. The Contracting Parties shall endeavor to establish an adequate legal and regulatory environment to address specific liability and enforcement issues that may arise in relation to the cross-border exchange of trade-related</p>

**Comment [LGC7]:** Explanatory note should explain how this Convention could “electrify” a FTA.

exchange of trade-related data and documents in electronic form.	and documents in electronic form.	electronic data and documents.
	<p>2. The Contracting Parties shall endeavour to establish a framework for national and international legal recourse to facilitate cross-border exchange of trade-related electronic data and documents in electronic form.</p>	
same	same	<p><b>Article 14:</b> Institutional Arrangements</p> <p>1. The United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) shall, for the purposes of this Arrangement/Agreement, establish a Paperless Trade Council comprising one (1) ministerial-level</p>

		<p>nominee from each Contracting Party and the Executive Secretary of ESCAP. The Council shall meet once every two year.</p> <p>2. In the performance of its functions, the Council shall be supported by the Standing Committee, which shall supervise and coordinate the implementation of this Arrangement/Agreement and submit its recommendations for review to the Council. The Standing Committee shall be composed of representatives of relevant government agencies and/or the National Paperless Trade Committees and will meet at least once a year.</p>
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		<p>3. For the purposes of implementing the Arrangement/Agreement, the Standing Committee may establish working groups comprising relevant technical or legal experts, which shall report to the Standing Committee on the implementation of this Arrangement/Agreement and the related Action Plan.</p> <p>4. The ESCAP shall be designated as the Secretariat of the Arrangement/Agreement. It shall also be the Secretariat to the bodies established under this Arrangement/Agreement. It shall provide support in coordinating, reviewing, and supervising the implementation of this Arrangement/Agreement as well as in all related manners.</p>
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<p><b>Article 15: Action Plan</b></p> <p>1. The Standing Committee, under the supervision of the Council, shall develop and implement a comprehensive action plan, which sets out all concrete actions and measures with clear targets and timelines of implementation necessary for creating a consistent, transparent, and predictable environment for the implementation of this Arrangement/Agreement.</p> <p>2. The action plan shall incorporate a roadmap for the implementation of international standards (Article 10) as well as the implementations of the</p>	<p>same</p>	<p><b>Article 15: Action Plan</b></p> <p>1. The Standing Committee, under the supervision of the Council, shall develop and implement a comprehensive action plan, which sets out concrete actions and measures with clear targets and timelines of implementation necessary for creating a consistent, transparent, and predictable environment for the implementation of this Arrangement/Agreement.</p> <p>2. The action plan shall incorporate a roadmap for the implementation of international standards (Article 10) as well as the implementations of the</p>
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<p>pilot projects initiative (Article 16), operationalization of cross-border paperless trade and capacity building (Article 17) for the purpose of this Arrangement/Agreement. It should also incorporate a mechanism for the assessment of existing legal frameworks and technological gaps and for their further improvement in order to enable paperless trade (Articles 8, 9, 11 and 12).</p>		<p>pilot projects initiative (Article 16) and capacity building (Article 17) for the purpose of this Arrangement/Agreement. It should also incorporate a mechanism for the assessment of existing legal frameworks and technological gaps and for their further improvement in order to enable paperless trade (Articles 8, 9, 11 and 12).</p>
<p><b>Article 16: Pilot Projects and Sharing of Lessons Learned</b></p> <p>1. The Contracting Parties shall endeavor to initiate and launch pilot projects</p>	<p><b>Article 16: Pilot Projects and Sharing of Lessons Learned</b></p> <p>1. The Contracting Parties shall endeavor to initiate and launch pilot projects</p>	<p><b>Article 16: Pilot Projects and Sharing of Lessons Learned</b></p> <p>1. The Contracting Parties shall endeavor to initiate and launch pilot projects</p>

<p>on cross-border exchange of trade-related data and documents in electronic form, with an initial focus on exchanging unit of trade-related information electronically. Contracting Parties shall collaborate on such pilot projects through the institutional mechanism established under this Arrangement/Agreement.</p> <p>2. The Contracting Parties shall report to the Standing Committee on progress of pilot projects to facilitate sharing of experience and lessons learned in order to establish a collection of best practices for interoperability of cross-border exchange of trade-</p>	<p>on cross-border exchange of trade-related electronic data and documents in electronic form, with an initial focus on exchanging unit of trade-related information electronically. Contracting Parties shall collaborate on such pilot projects through the institutional mechanism established under this Arrangement/Agreement.</p> <p>2. The Contracting Parties shall report to the Standing Committee on progress of pilot projects to facilitate sharing of experience and lessons learned in order to establish a collection of best practices for interoperability of cross-</p>	<p>on cross-border exchange of trade-related electronic data and documents, with an initial focus on exchanging unit of trade-related information electronically. Contracting Parties shall collaborate on such pilot projects through the institutional mechanism established under this Arrangement/Agreement.</p> <p>2. The Contracting Parties shall report to the Standing Committee on progress of pilot projects to facilitate sharing of experience and lessons learned in order to establish a collection of best practices for interoperability of cross-</p>
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<p>related electronic data and documents. The exchange of experience and lessons learned would extend beyond the parties to this Arrangement/Agreement, in an effort to promote paperless trade implementation throughout the region and beyond.</p>	<p>border exchange of trade-related <del>electronic</del>—data and documents in electronic form. The exchange of experience and lessons learned would extend beyond the parties to this Arrangement/Agreement, in an effort to promote paperless trade implementation throughout the region and beyond.</p>	<p>border exchange of trade-related electronic data and documents. The exchange of experience and lessons learned would extend beyond the parties to this Arrangement/Agreement, in an effort to promote paperless trade implementation throughout the region and beyond.</p>
<p><b>Article 17: Capacity Building</b></p> <p>1. Contracting Parties commit to cooperate, including by providing technical support and assistance, in order to facilitate the implementation of this</p>	<p>Same with previous version</p>	<p><b>Article 17: Capacity Building</b></p> <p>1. Parties shall cooperate, to provide technical support and assistance in order to facilitate the implementation of this Arrangement/Agreement.</p>

<p>Arrangement/Agreement.</p> <p>Technical assistance shall be <del>mainly</del> provided through various mechanisms including a “request and offer” <del>system</del> approach which shall to facilitate exchanges of skills and best practices. Contracting Parties may collaborate on capacity building through the institutional mechanism established under this Arrangement/Agreement.</p> <p>2. Contracting Parties may invite development partners including Asian Development Bank, United Nations Agencies, World Bank for more effective technical and</p>		
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financial assistance in the implementation of this Arrangement/Agreement.		
No View	Same with previous version	<p><b>Article 18: Dispute Resolution</b></p> <p>1. Any dispute that may arise among Contracting Parties regarding the interpretation and application of this Arrangement/Agreement shall be settled by an agreement among the parties concerned.</p> <p>2. In the case that the parties to the dispute are unable to settle it by negotiation or consultation, the parties shall be referred to conciliation if any of the parties to the dispute requests a referral.</p>

		<p>3. The dispute shall be submitted to one or more conciliators selected by mutual agreement between the parties to the dispute. If the parties to the dispute fail to agree on the choice of a conciliator or conciliators within three (3) months after the request for conciliation, any of those parties may request the Executive Secretary of ESCAP to appoint a single conciliator to whom the dispute shall be submitted.</p> <p>4. The recommendation of the conciliator or conciliators appointed, while not binding in character, shall become the basis of renewed</p>
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		<p>consideration by the parties to the dispute.</p> <p>5. By mutual agreement, the parties to the dispute may agree in advance to accept the recommendation of the conciliator or conciliators as binding.</p> <p>6. The provisions of this article shall not be construed to exclude other measures for the settlement of disputes mutually agreed between the parties to the dispute.</p>