



## GUIDE 2

### Legal Framework for e-TradeDesk

The e-TradeDesk is set up within a host institution, therefore a legally binding mechanism must be put in place to ensure the conformity with the **Terms and Conditions** .... For instance, if the host institution is a Chamber of Commerce (where it is most likely an extremely cumbersome if not impossible task to modify the statutes) an Appendix to the Articles of Incorporation or a binding Resolution passed by the Board of Directors might be appropriate. As long as the chosen mechanism is approved through the normal channels of the host institution and officially registered, it is acceptable. In the case of a e-TradeDesk set up within an official government organ, the binding legal provision will be in the form of a special resolution, decree, etc., depending on the norm in the country concerned. In case of e-TradeDesk set up within a legal entity established under the private law, an Appendix to the Articles of their Statute or a binding approval/decision of their Legal Representative or their decisional organism, might be appropriate.

There is, of course, no single model to fit all circumstances, but in all cases the chosen mechanism should cover the fundamental aspects of e-TradeDesk principles, operations and funding, covering at least the points mentioned below and where deemed necessary, details of the decision-making process and possible dissolution of the e-TradeDesk.

#### **ANNEX TO THE ARTICLES OF INCORPORATION/STATUTE/OFFICIAL REGISTRATION OF THE HOST INSTITUTION (or other legal appendage, resolution, etc.)**

##### **ARTICLE I:**

..... (name of the host institution) hereby undertakes to set up and operate e-TradeDesk within the framework of the **Terms and Conditions for the Establishment of an e-TradeDesk and Associate Membership in the World Trade Point Federation (WTPF)**. Such e-TradeDesk shall be a not-for-profit entity.

##### **Duration**

The duration of the e-TradeDesk shall be [limited/unlimited].

##### **ARTICLE II: LOCATION Seat**

The seat of the e-TradeDesk shall be located in .....(city), at ..... (name of host organization and address).

##### **ARTICLE III: OBJECTIVE(S)** (This article should at least include:)

The objective(s) of the e-TradeDesk [is/are]:

- a) To foster greater participation in international trade and e-trade, in particular of small and medium-sized enterprises;
- b) Collect information from companies, certify the data and store the validated documents.
- c) Deliver together with the WTPF the ETradeIDs to companies.
- d) Promote and distribute ETOs on the trust system platform.
- e) Support and advise companies in the management of their ETOs in the trust system platform.
- f) Foster matching of business opportunities between small and medium enterprises by actively cooperating with WTPF networks (Trade Points and e-TradeDesks);

**ARTICLE IV: PRINCIPLES** (This article should at least include:)

The e-TradeDesk shall operate within the e-TradeDesk Network and in synergy with Trade Point network, as associate member of WTPF of which it is part of. Therefore, main standards and requirements regarding their operation shall meet the WTPF standards. In particular:

- a) The e-TradeDesk will conduct its operations with strict respect or the highest standards of conduct, confidentiality of information, data protection, where requested, and the principle of the non-use of privileged information for personal financial gain;
- b) The e-TradeDesk and the WTPF will endeavour to ensure the accuracy and impartiality of the information that is made available to users or to other e-TradeDesks and Trade Points. However, the e-TradeDesk and the WTPF will not accept legal responsibility for information obtained from third parties. Users will always be informed of this policy;
- c) The e-TradeDesk will guarantee equal treatment to all its partners and users, and will actively avoid any monopoly or exclusivity in relation to service providers and other e-TradeDesks or Trade Points;
- d) The e-TradeDesk will respect the principle of universality, and endeavour to ensure that technical solutions for e-TradeDesks and services available are of use to all types of users in all types of environments. This will require, inter alia, special efforts in favour of least developed countries and smaller firms (including micro-enterprises) in all countries;
- e) Solutions and systems developed by/for the e-TradeDesks will be interconnected and interoperable. This implies respect for internationally agreed standards, in particular those promoted by the United Nations (e.g. UN-EDIFACT), and the use of standard international product classification systems and of open telecommunications systems operating in accordance with agreed international technical standards;
- f) The e-TradeDesk has permanent freedom to select equipment and services on a non-exclusivity basis in order to achieve the best quality - price ratio;
- g) The e-TradeDesk will actively participate in the e-TradeDesk Network and will interrelate with Trade Point network;

**ARTICLE V: FINANCE**

**Annual fees**

The annual fee of the e-TradeDesk Associate Member is of 500 \$ (USD) and can be modified by the General Assembly. The annual fee is fixed and shall be payable during the first month of each

calendar year. The fee of a new Associate Member shall be paid immediately, upon the official acceptance from the part of WTPF of the Letter of request to set up an e-TradeDesk.

**FINAL PROVISION**

This Annex (or decision, resolution, decree etc.) was adopted by the Legal Representative/ at a Statutory Meeting of representatives/on ..... (date) at .....(place) and entered into force on the same day.