



## HOW TO ESTABLISH AND IMPLEMENT AN E-TRADE DESK

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### GUIDE 3

## TERMS AND CONDITIONS To establish an E-Trade Desk



**GUIDE 3**

**TERMS AND CONDITIONS**  
To establish an E-Trade Desk

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## TERMS AND CONDITIONS

### To establish an E-Trade Desk

## TERMS AND CONDITIONS

**For the establishment of an e-trade desk and associate membership in the World Trade Point Federation (WTPF) (hereafter referred to as "Terms & Conditions...")**

### PREAMBLE

WHEREAS the **United Nations Conference on Trade and Development** (hereafter referred to as **UNCTAD**) developed an integrated capacity-building programme to assist national Governments in their efforts to foster greater participation by their small and medium-sized enterprises in international trade by reducing transaction costs and providing access to the most recent information and communications technologies (the "TRADE POINT Programme");

WHEREAS the implementation of the Trade Point Programme was endorsed by the **UNCTAD** at its tenth session;

WHEREAS UNCTAD transferred the ownership of the Trade Point Programme to the **World Trade Point Federation** (hereafter referred to as **WTPF**) on 6 November 2002 in accordance with article 10.2 of the "Standard Terms and Conditions applicable to Technical Assistance provided to Trade Points established in accordance with the Trade Point Programme of the United Nations Conference on Trade and Development";

WHEREAS the \_\_\_\_\_ (Entity/Body/Organisation), located in \_\_\_\_\_ (city) : (1) requested **WTPF** to assist in the establishment of an e- Trade Desk within its Body/Entity/Organisation; and (2) accepts these Terms and Conditions (copy of Letter of request attached as Exhibit 1);

WHEREAS the request to create and operate an e-Trade Desk places special emphasis on assisting small and medium-sized enterprises, with the full and equal participation of women;

WHEREAS the websites of **WTPF** provides the worldwide Internet-based network of e- Trade Desks and their subscribers with access to trade information, facilitation and transaction services offered by **WTPF** or jointly with Trade Points, e-Trade Desks and Partners;

The - Entity/Body/Organisation and the e-Trade Desk accept the Terms and Conditions set out herein for the establishment of an e-Trade Desk.

### DEFINITIONS

The term e-Trade Desk as used in these "**Terms & Conditions...**" refers to a host Entity/ Body/Organisation within which an e-Trade Desk is being implemented.

## TERMS AND CONDITIONS

### 1. Undertakings by the e-Trade Desk

**1.1.** The e-Trade Desk hereby represents and warrants **WTPF** that the host Entity/ body/

Organisation \_\_\_\_\_ (name of host Entity/Body/Organisation) of which it forms a part is duly organized, duly qualified and licensed to operate, validly existing and in good standing under the laws of \_\_\_\_\_, and has all the requisite power and corporate authority to conduct its operations and to own, operate or lease property and assets needed to conduct e-Trade Desk operations in accordance with the rules, regulations and guidelines of **WTPF** and which are necessary in order for the e-Trade Desk to carry out its obligations under these "**Terms & Conditions...**".

**1.2.** The e-Trade Desk herewith delivers to **WTPF** true and correct copies of the Resolution/Decision (or as appropriate) approved by the host institution, in effect on the date hereof, establishing the e-Trade Desk within its framework, all such documentation being attached as Exhibit 3. The e-Trade Desk further represents and warrants that no amendment or modifications thereto shall be made respecting its non-profit nature and that it shall use its best efforts at all times to promote and facilitate greater participation by the small and medium-sized enterprises of (city/region/country/sector/business community) in international trade, with the full and equal participation of the country's women.

**1.3** The observance of these "**Terms & Conditions...**" does not conflict with any provision of the Articles of Incorporation, Charter, Statutes, By-laws or other organizational documents of the e-Trade Desk or its host /Entity/Body/Organisation and does not require any other approval by government or otherwise.

**1.4** The e-Trade Desk shall use its best efforts to implement the rules, regulations and guidelines of **WTPF** in conformity with **WTPF** standards and code of conduct as referred to in ANNEX I to these "**Terms & Conditions...**" and in accordance with **WTPF** methodology, guidelines, goals and objectives as communicated to it by **WTPF**. Consequently, the e-Trade Desk agrees that it will not change, modify or amend the **WTPF** methodology or materials used at the e-Trade Desk without the prior written consent of **WTPF**.

**1.5** The e-Trade Desk warrants the **WTPF** that:

- (a) it has access to experts in international trade transactions and procedures (including trade finance, insurance, customs and transport) as well as in trade information, trade facilitation, and information and communications technologies;
- (b) it has understood that it will need access to the Internet and has experience in the use of current ICT services;
- (c) it has ascertained the amount of initial capital required to establish an e-Trade Desk in the city/region/sector/business community of \_\_\_\_\_ in the country of \_\_\_\_\_ within the host institution and has secured a source of funding sufficient to finance the e-Trade Desk;
- (d) it has reviewed, understood, accepts and agrees to the provision of a minimum set of services to be provided by the e-Trade Desk as specified in Exhibit 4 hereto;
- (e) it has or/and will obtain a suitable location for the e-Trade Desk;
- (f) it has been advised of and hereby acknowledges the minimum information and ICT requirements for the installation and establishment of an e-Trade Desk, including but not necessarily limited to the items listed in Exhibit 5 hereto;

**1.6** The e-Trade Desk /host entity shall be fully responsible, at its own expense, for obtaining any government approvals, licences, permits and registrations required for its activi-

ties hereunder and shall pay all charges and fees in connection therewith.

**1.7** The e-Trade Desk acknowledges that its success depends in great measure on the selection of a suitably qualified Director having practical experience in international trade-related issues, a good knowledge of information and communications technologies, experience in team leadership, able to demonstrate an entrepreneurial spirit, and a good working knowledge of the English language. Consequently, in agreement with the **WTPF**, the e-Trade Desk hereby designates Mr/Mrsas Director and as the contact person between the e-Trade Desk and the **WTPF** and Trade Points.

**1.8** The e-Trade Desk shall notify **WTPF** of any change in its senior management.

**1.9** The e-Trade Desk agrees that it shall not commence activities or operations until it has:

- (i) submitted an action plan to **WTPF** that covers at a minimum the itemized information in Exhibit 6 hereto Guide to the Preparation of the e-Trade Desk Action Plan;
- (ii) received approval of its action plan by the **WTPF**.

**1.10** The e-Trade Desk acknowledges that no access to the restricted area or services of the **WTPF** websites shall be provided by **WTPF** until the e-Trade Desk has complied with all steps up to and including Step 5 of the Work Plan (Exhibit 6 hereto).

**1.11** The e-Trade Desk acknowledges that should it fail to attain Functional Status (see Step 9 of the Work Plan (Exhibit 6 hereto) within six months of the signature of the "**Terms & Conditions...**", the said document becomes invalid. In the eventual case of the continued wish to establish an e-Trade Desk, the procedure must be re-initiated right from Step 1 of the Work Plan (Exhibit 6 hereto).

**1.12** The e-Trade Desk agrees to pay **WTPF** the amount of 500\$ corresponding to the annual fee upon the acceptance from the part of **WTPF** of the request of setting up an e-Trade Desk. Under no circumstances the fee is refundable, even if the e-Trade Desk fails to attain Functional Status or ceases to function or ceases to exist for any reason.

**1.13** The e-Trade Desk acknowledges that (a) the names WORLD TRADE POINT FEDERATION, **WTPF**, TRADE POINT, e-Trade Desk, GLOBAL TRADE POINT NETWORK, GTPNet, ETO Electronic Trade Opportunities, ETO Trust, ETO Connection Hub, e-Trade ID and any future names developed by the **WTPF** as well as their trade marks and logos, whether registered or unregistered, and (b) all training materials, and any other material, whether delivered on microfilm, hard copy, electronically or otherwise, which may be provided pursuant to these "**Terms & Conditions...**" or otherwise by **WTPF**, and all rights therein, are the property of **WTPF**. The e-Trade Desk shall not make or permit others to make any use of the above names or future names developed by the **WTPF** as well as of their trade marks, logos or material, which is not authorized by **WTPF**, and shall not do or cause to be done or permit others to do any act or thing in any way impairing or tending to impair **WTPF**'s right, title and interest in the said names, trade marks, logos and material. This provision shall survive the termination of these "**Terms & Conditions...**" for any reason in accordance with paragraph 5 below.

**1.14** The e-Trade Desk agrees to notify **WTPF** promptly of any unauthorized use of the WORLD TRADE POINT FEDERATION, **WTPF**, TRADE POINT, e-Trade Desk, GLOBAL TRADE POINT NETWORK, GTPNet, Electronic Trading Opportunities, ETO, e-Trade ID names, trade marks, logos or materials or any others developed in the future by the **WTPF**, and shall at **WTPF**'s request take all reasonable measures to protect the same, including but not li-

mitted to bringing an infringement suit.

**1.15** The e-Trade Desk shall take all reasonable precautions to prevent any of its personnel from infringing **WTPF's** rights in the use of the WORLD TRADE POINT FEDERATION, **WTPF**, TRADE POINT, e-Trade Desk, GLOBAL TRADE POINT NETWORK, GTPNet, Electronic Trading Opportunities, ETO, e-Trade ID names, logos, training materials and methodology.

**1.16** Except as may be required to register the names WORLD TRADE POINT FEDERATION, **WTPF**, TRADE POINT, e-Trade Desk, GLOBAL TRADE POINT NETWORK, GTPNet, Electronic Trading Opportunities, ETO, e-Trade ID as well as their trade marks and logos referred to in paragraph 1.13, the e-Trade Desk agrees that it will make no use of the said names, trade marks, logos, training materials or methodology. This provision shall survive

the termination of these "**Terms & Conditions...**" for any reason in accordance with paragraph 5 below.

## **2. Undertakings by WTPF**

**2.1** The **WTPF** shall provide ongoing assistance, guidance and advice, as reasonably requested, concerning technical, organizational, legal or marketing issues arising during the establishment of the e-Trade Desk.

**2.2** **WTPF** shall grant the e-Trade Desk a non-assignable, non-sub-licensable, non-exclusive, royalty-free right to use the e-Trade Desk name, trade mark, logo, materials and products solely in city/region/country/sector/business community of, and provide the services as further specified under these "**Terms & Conditions...**".

**2.3** Nothing in these "**Terms & Conditions...**" shall be construed as prohibiting **WTPF** from endorsing the establishment of other e-Trade Desks in(city/region/ country/sector/business community). Should **WTPF** exercise the right it hereby reserves to establish additional e-Trade Desks in \_(city/region/country/sector/business community), the e-Trade Desk agrees to cooperate with **WTPF** and take such measures as may be reasonably necessary to distinguish itself from such other e-Trade Desks in order to avoid confusion among the general public.

**2.4** Upon fulfilment of all commitments up to and including Step 5 of the Work Plan (Exhibit 7 hereto) and consistent with the e-Trade Desk's mission to promote trade, reduce transaction costs and promote the use of the latest information and communications technologies, the e-Trade Desk shall be given access to the password- restricted areas of the **WTPF** websites.

**2.5** The **WTPF** shall to the best of its ability:

- (a) Provide ongoing advice and assistance to the e-Trade Desk in the delivery of the minimum required services listed in Exhibit 4 hereto, and otherwise broaden and improve its implementation and maintenance of its activities;
- (b) Promote the e-Trade Desk concept worldwide through the preparation and dissemination of promotional material, continuous liaison with member States and other public and private sector entities, and the representation of e-Trade Desks to the public and private sectors;
- (c) Maintain e-Trade Desk directories;
- (d) Organize and conduct TRADE POINT and e-Trade Desk meetings at the worldwide and regional level as well as expert groups and technical committees in accordance with its mandate;

- (e) Assist the e-Trade Desk in meeting its training needs through participation in **WTPF**-organized training courses, and facilitating the exchange of information and advice from more experienced e-Trade Desks and/or Trade Points.

## PARTICIPATION IN THE WTPF WEBSITES

### 3. Undertaking by the e-Trade Desk

**3.1** As a condition of access to and participation in the password-protected areas of the **WTPF** websites, the e-Trade Desk agrees and accepts that:

- (a) It shall neither use any password issued to it for a purpose not authorized by these "**Terms & Conditions...**" nor allow any password issued to it to be used by any third party.
- (b) It is responsible for the information sent to the **WTPF** for updating their respective profile in **WTPF** websites. In furtherance of this undertaking the e-Trade Desk shall review and update all information in its database at least twice a year and make reasonable efforts to verify the authenticity of the e-Trade Desk client Companies with assigned e-Trade ID and the accuracy of the information provided by such clients.
- (c) It shall provide and keep current, in its own website, in the prescribed format of the e-Trade Desk banner with the direct link to the **WTPF** websites.
- (d) It shall display its copyright notice on the opening screen of its information page and other portions of its dedicated Private Zone as reasonably necessary to identify it as the owner of and source of the displayed information and data. Such notice shall contain, at a minimum, the following:  
"Copyright by Date  
Name of e-Trade Desk  
All rights reserved."
- (e) It shall nowhere be stated or implied by the e-Trade Desk that **WTPF** endorses a specific company or product promoted by any of the e-Trade Desk.
- (f) It shall maintain its non-profit status and use its best efforts to promote and facilitate greater participation by the small and medium-sized enterprises of (city/region/country/sector/business community) in international trade with the full and equal participation of women.
- (g) It shall ensure that its contributions and that of its clients to the **WTPF** websites are not defamatory or obscene, do not infringe any copyright, trade marks or other intellectual property rights of any third party, are not in breach of applicable laws or resolutions and do not contain viruses, Trojan horses, worms or other computer programming routines that are intended to damage or detrimentally interfere with or expropriate any system, data or private information.
- (h) It shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the websites of **WTPF** or any service being conducted on these sites. Further, it will not take any action that imposes an unreasonable or disproportionately large load on the [www.tradepoint.org](http://www.tradepoint.org), [www.etraeid.world](http://www.etraeid.world) and [www.etotrust.com](http://www.etotrust.com) infrastructures. The same will apply to potential other websites created by **WTPF**.

- (i) It shall not cause, assist, facilitate or permit e-Trade Desk clients or any other third party to cause, assist or facilitate the resale of services or in any way participate in or aid or abet the creation or maintenance of a secondary market in **WTPF's** services unless based on a prior and written approval of **WTPF**.

#### 4. Undertakings by WTPF

**4.1 WTPF** shall make passwords available to the e-Trade Desk giving it access to the password-restricted areas once the e-Trade Desk has complied with all the commitments of becoming an Associated Member of **WTPF** and part of e-Trade Desk Network..

**4.2** Subject to the availability of funds, **WTPF** shall:

- (a) Maintain its websites architecture and administer and manage the Public Zone.
- (b) Maintain the tools and services within its websites;

**4.3 WTPF** reserves the right to periodically modify, adjust and update its websites and the services provided in connection therewith.

### GENERAL PROVISIONS

#### 5. Term and Termination

**5.1** These "**Terms & Conditions...**" shall commence on the effective date of their signature.

**5.2** Any material breach of these "**Terms & Conditions...**" by **WTPF** or other Signatory hereto not remedied within thirty (30) days after written notice shall be grounds for termination by the party giving notice.

**5.3 WTPF** shall have the right to terminate the provision of technical assistance under these "**Terms & Conditions...**" with immediate effect by giving written notice to the Entity/Body/Organisation, should:

- (a) The Entity/Body/Organisation hosting the e-Trade Desk become insolvent or file a petition of insolvency or bankruptcy, or otherwise cease to function as a going concern, have a receiver appointed or otherwise take advantage of any insolvency or reorganization law. The host Entity/Body/Organisation shall immediately inform **WTPF** of the occurrence of any of the afore- mentioned events.
- (b) The e-Trade Desk not be able to perform its obligations hereunder for a period in excess of sixty (60) days as a result of acts of God, civil disturbances, force majeure or other similar acts reasonably beyond its control.

#### 6. Suspension

**6.1** If in the reasonable but sole judgement of **WTPF** a failure to cooperate, provide information required pursuant to these "**Terms & Conditions...**" or other cause would justify a suspension of the e-Trade Desk's rights hereunder, **WTPF** shall have the right, but not the obligation, to suspend the e-Trade Desk by giving written notice containing the reasons for and terms of such suspension to the e-Trade Desk.



## 7. Intellectual Property

**7.1** All rights in the layout, design and organization of the **WTPF** websites are reserved by **WTPF**.

**7.2** The e-Trade Desk acknowledges that the names WORLD TRADE POINT FEDERATION, **WTPF**, TRADE POINT, e-Trade Desk, GLOBAL TRADE POINT NETWORK, GTPNet, Electronic Trading Opportunities, ETO Electronic Trade Opportunities, ETO Trust, ETO Connection Hub, e-Trade ID and any others developed in the future by the **WTPF** when used in conjunction with e-Trade Desk or the websites of **WTPF** and associated trade marks and logos, whether registered or unregistered, are the property of **WTPF**, in which the e-Trade Desk has no interest and which the e-Trade Desk has no right to use except as may be granted by these "**Terms & Conditions...**" or any other written agreement with **WTPF**.

## 8. Assignment

**8.1** The e-Trade Desk shall not assign or transfer these "**Terms & Conditions...**" without the prior written consent of **WTPF**. Any attempted assignment or transfer by the Entity/Body/Organisation shall be null and void.

## 9. Amendment

**9.1** These "**Terms & Conditions...**" shall not be modified except in writing.

## 10. Notices

**10.1** Any notice required or provided for by the provisions of these "**Terms & Conditions...**" shall be in writing, and shall be sent by registered mail, prepaid, or delivered by hand, to the addresses of the party to be served therewith. It is agreed that the addresses of the parties shall be as follows:

### **WTPF**

World Trade Point Federation  
2 Cours de Rive. 1204 Geneva. Switzerland  
Email: [secretariat@tradepoint.org](mailto:secretariat@tradepoint.org)

The e-Trade Desk

Attention to:

Facsimile number:

Email:

## 11. Liability

**11.1** **WTPF** makes no claims or warranties as to the comprehensiveness, satisfactory quality, fitness for any particular purpose, non-infringement or uninterrupted operation of [www.tradepoint.org](http://www.tradepoint.org), [www.etraeid.world](http://www.etraeid.world) and [www.etotrust.com](http://www.etotrust.com) including their services.

**11.2** At no time shall **WTPF** be liable to the e-Trade Desk or any e-Trade Desk client or other third party for any loss or special, incidental, indirect or consequential damage suffered by the e-Trade Desk or its client or other third party arising out of or in connection with the use of or inability to of the [www.tradepoint.org](http://www.tradepoint.org), [www.etraeid.world](http://www.etraeid.world) and [www.etotrust.com](http://www.etotrust.com) or the provision of or failure to provide support services.

**11.3** At no time shall **WTPF** be liable for the information put on the **WTPF** websites by the e-Trade Desk or its clients nor shall it be responsible for the services content nor for any aspect of the transactions between buyers and sellers, including but not limited to the authenticity of users of the **WTPF** websites.

## 12. Indemnification

**12.1** The e-Trade Desk shall indemnify and hold harmless **WTPF** from and against any claims, demands, losses or liabilities, including all costs and expenses resulting from any breach of any warranty or representation, or failure to perform any agreement or obligation contained herein, or caused by any act or omission of the e-Trade Desk or its employees.

**12.2** The e-Trade Desk shall indemnify and hold harmless the United Nations from and against any claims, demands, losses or liabilities, including all costs and expenses resulting from any breach of any warranty or representation, or failure to perform any agreement or obligation with regard to the assistance it provides to **WTPF**.

**12.3** The e-Trade Desk agrees to indemnify and hold **WTPF** harmless against any cost, loss, liability or expense (including reasonable attorney's fees) arising out of third party claims against **WTPF** as a result of the e-Trade Desk's contributions to the Public or the Password-Protected areas or use of [www.tradepoint.org](http://www.tradepoint.org), [www.etraeid.world](http://www.etraeid.world) and [www.etotrust.com](http://www.etotrust.com) or services provided by itself or by its Clients.

## 13. Privileges and Immunities

**13.1** Nothing in or relating to these "**Terms & Conditions...**" shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**13.2** Nothing in or relating to these "**Terms & Conditions...**" shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs while it is providing assistance to **WTPF**.

## 14. Use of Name, Emblem or Official Seal of the United Nations

**14.1** The e-Trade Desk shall not use in any manner whatsoever the name, emblem or official seal of the United Nations or **UNCTAD**, or any abbreviation of the United Nations or of the **UNCTAD**, in connection with its business or operations or otherwise.

## 15. Independent Contractor

**15.1** Nothing contained in these "**Terms & Conditions...**" shall be construed as making either party an agent, partner, joint venturer or representative of **WTPF** for any purpose. Without limiting the foregoing, the agents and employees of the e-Trade Desk are

not and shall not represent themselves to be employees or officials of **WTPF** unless identified in writing as such by **WTPF** in accordance with the latter’s rules, regulations and guidelines.

**15.2** Nothing contained in these “**Terms & Conditions...**” shall be construed as making either party an agent, partner, joint venturer or representative of the United Nations for any purpose. Without limiting the foregoing, the agents and employees of the e-Trade Desk are not and shall not represent themselves to be employees or officials of the United Nations.

**16. Additional**

**16.1** The exhibits attached hereto form an integral part of these “**Terms & Conditions...**”.

**16.2** Failure by **WTPF** to insist upon strict observance of or compliance with any of the provisions of these “**Terms & Conditions...**” in one or more instances shall not be deemed to be a waiver of its right to insist upon such observance or compliance in the future.

**WTPF**

All rights reserved

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**The e-Trade Desk shall sign below**

Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature: \_\_\_\_\_

**The WTPF shall sign below**

Bruno Masier  
President of World Trade Pont Federation  
Date \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBITS to the “Terms & Conditions...”**

- 1.** Letter of request to establish an e-Trade Desk from the host Entity/Body/Organisation and Background Document
- 2.** Legal documents relating to the e-Trade Desk creation
- 3.** Minimum required services to be provided by the e-Trade Desk
- 4.** Minimum required ICT equipment for E-Trade Desk Operations
- 5.** Guide to the Preparation of the e-Trade Desk Action Plan
- 6.** Work Plan for the establishment and implementation of an e-Trade Desk

## ANNEX I

### TERMS AND CONDITIONS

#### For the establishment of an e-Trade Desk and associate membership in the World Trade Point Federation (WTPF)

### CODE OF CONDUCT

#### Binding on Associate Members of the WORLD TRADE POINT FEDERATION

Associate Membership in the WORLD TRADE POINT FEDERATION is automatically bestowed on all e-Trade Desks set up in accordance with the established guidelines, fully meeting the criteria set forth in the founding documents of the Federation and all subsequent amendments to the same, and having achieved functional status.

Until such time as they become Associated Members, e-Trade Desks are equally bound by the Code of Conduct of the WTPF.

In becoming a functional or associate member of the WORLD TRADE POINT FEDERATION each individual e-TRADE DESK assumes a public responsibility towards the international business community and automatically takes on a commitment to adopt ethical practices in conducting its business and in all its relations with other associate e-Trade Desk and TRADE POINT members and their client companies.

e-Trade Desks recognize that ethical values are an underlying principle of the Federation; that ethics comes before and above business; that in pursuance of their commercial activities, equality of opportunity and of economic well-being is to be sought; that their professional and business conduct and actions have a substantial impact on the life of the institutions and the community in which they develop their activities; that it is important to avoid the appearance of improper conduct; and that they are solemnly committed not only to run their own e-Trade Desk in accordance with the mentioned ethical principles, norms and rules, but also to require that their professional and business colleagues and clients consider themselves similarly bound by the same exigencies.

In order to ensure that the underlying ethics of the WORLD TRADE POINT FEDERATION be upheld to the furthest extent possible, all members therefore fully accept that all norms and rules of ethical conduct laid down in this respect by the Federation are to be fully observed on all occasions in the interests of the Federation and all of its members and solemnly undertake to carry out their activities employing the highest degree of excellence, competency, responsibility and integrity. To this end, each e-Trade Desk is prepared to collaborate at all necessary levels to assist, advise and apply its best will and faculties to conserve the integrity of the Federation whose purpose it is to strive towards the economic and social well-being of the community in the countries it serves through business and trade facilitation.

## ANNEX II

### TERMS AND CONDITIONS

#### For the establishment of an e-Trade Desk and associate membership in the World Trade Point Federation (WTPF)

##### e-Trade Desk Essentials

e-Trade Desks form part of a unique business network providing them with enormous potential for helping business communities the world over to really gain from international trade opportunities. There is no other worldwide trade facilitating organization able to combine a trusted international ecosystem built on business data certified by a global network of prestigious institutions and local government authorities and trade-leads platform with a high visibility at global level, a multiplicity of online tools and local offices in so many countries. Every effort should be made to take advantage of this uniqueness and to build on it by consolidating participation in the e-Trade Desk Network and all that this entails.

As Associate Members of the World Trade Point Federation (WTPF), e-Trade Desks have the right to expect central level support and advice and to access new tools as they are developed by the Federation. However, the careful process of establishing an e-Trade Desk, guided by terms and conditions agreed upon by the WTPF General Assembly, also places responsibilities on e-Trade Desks. For WTPF strategy to be fully and successfully implemented for the benefit of e-Trade Desks and their client companies, it is essential that each e-Trade Desk honour its commitments. Living up to the business expectations created by the branding policy of WTPF means that e-Trade Desks have to take it upon themselves to add value to the website so it becomes the dynamic and information-packed platform it promises to be; consolidate the network by interacting on a frequent basis with other e-Trade Desks and Trade Points; and routinely ensure the continued validity and viability of the services they offer.

The WTPF has entered into binding agreements with other international organizations and with individual governments on behalf of its e-Trade Desks and Trade Points. Only accompanied by the responsible and determined effort of its members can these commitments be honored.

The remainder of this document outlines:

- e-Trade Desk responsibilities
- e-Trade Desk rights
- Necessary steps for achieving functional status and thus acquiring the right to participate at the WTPF General Assembly, annual and/or regional meetings (e-Trade Desks do not have the right to vote).
- How to maintain functional status.

## e-Trade Desk Responsibilities

WTPF policy stipulates that all e-Trade Desks must:

- Operate on the basis of a current and viable Action Plan
- Offer at the very least a minimum set of standard services (see guidelines for establishing an e-Trade Desk)
- Participate actively in the e-Trade Desk Network and reply to queries from other e-Trade Desks and Trade Points in an appropriate and timely manner
- Keep updated their profile information and send them in a timely manner to WTPF
- Respect the branding regulations (see Branding Guidelines) regarding logos and marketing material
- Constantly deliver together with the WTPF e-Trade ID to companies
- Routinely load trade leads into the ETO trust System
- Maintain in the hosting institution/entity website the official e-Trade Desk banner with the link to the WTPF website. WTPF will also establish a link with the hosting institution in its webpage.

The concept of networking is to be underlined here: it should not be forgotten that the foundations of the Trade Point Programme rest on the idea of interconnected trade facilitating and trade information entities mutually strengthening one another through a common platform where all participants contribute to the accumulation and dissemination of trade-relevant material.

## e-Trade Desk Rights

All e-Trade Desks have the right:

- To receive appropriate documentation on the process of setting up the e-Trade Desk
  - To receive information on the preparation of the e-Trade Desk's Action Plan
  - To receive any marketing material produced by the WTPF
  - To attend the Annual General Assembly meetings, annual and/or regional meetings, with voice but not vote
  - To participate in WTPF training activities
  - To benefit from WTPF investment in the technology of the WTPF website and platform
  - To access the current password restricted areas of the WTPF website
- Functional e-Trade Desks additionally have the right:
- To access further value-added, web-based services and tools to be developed at central level.

To make the essentials of being an e-Trade Desk quite clear, the following pages give a brief overview of How to achieve functional status and perhaps even more important, How to maintain functional status.

## HOW TO ACHIEVE FUNCTIONAL STATUS

e-Trade Desk should be aware of and familiar with the guidelines for establishing an e-Trade Desk (accessible in pdf format in the backend and also on the frontend of the website and consisting of the following documents):

- Institutional information on the WTPF
- Checklist of Pre-conditions for Setting up an e-Trade Desk
- Work Plan for Setting up an e-Trade Desk
- Guides 1-5 providing specific information in line with the Work Plan

These guidelines are not just a series of formalities. A lot of work went into their preparation and each step of the work plan has its logic. The key elements in the work plan for setting up an e-Trade Desk and becoming operational are as follows:

### The letter of request

The first step in the process is the letter of request from a body/entity accompanied by a Background Document.

#### Why is this so important?

- The WTPF needs a **viable counterpart** to work with in setting up an e-Trade Desk
- In this way the WTPF knows right from the outset that the project to set up an e-Trade Desk has **full commitment from the hosting entity** to the e-Trade Desk philosophy

The letter of request to establish an e-Trade Desk must be accompanied by a brief **Background Document** summarizing how the potential e-Trade Desk plans to deal with the points raised in the **Checklist of Pre-conditions for Setting up an e-Trade Desk** mentioned above.

#### A word on the area of coverage of e-Trade Desks:

e-Trade Desk area of coverage is neither exclusive nor limited: WTPF may allow the establishment of further e-Trade Desks within the same city/region/country/sector/business community where an e-Trade Desk already exists.

#### The legal framework of the e-Trade Desk

The guidelines concerning the legal framework of the e-Trade Desk are aimed at ensuring that the e-Trade Desk will be set up as non-profit activity, will respect the philosophy and norms of the Trade Point Programme for e-Trade Desk network, and will have a legal identity clearly establishing the basis on which it will function within the host entity.

#### Why is the legal framework of the e-Trade Desk so fundamental?

- So the e-Trade Desk can start functioning on a clear and sound legal footing, adding prestige to the entity/institution
- To vouch for the effectiveness and durability of the e-Trade Desk

The lack of an adequate legal framework puts the very existence of the e-Trade Desk in jeopardy in the face of changing local conditions, political or otherwise, and also diminishes its chances of securing a budget.



### **Signature of the “Terms & Conditions for the Establishment of an e-Trade Desk and Associate Membership in the World Trade Point Federation”**

The **Terms & Conditions** document is sent for signature to the hosting entity setting up the e-Trade Desk as soon as all the prerequisites for embarking on the establishment of an e-Trade Desk have been complied with. It constitutes the formal and legally binding agreement signed between the WTPF and the hosting entity, laying down obligations and responsibilities for both parts.

#### **Why is signature of the Terms & Conditions document important?**

- Signature of the Terms & Conditions document by both parties is a guarantee to WTPF that the original objectives defined by UNCTAD at the outset of the Trade Point Programme will be honored and pursued.
- It is a guarantee to WTPF that individual e-Trade Desks will adhere to these objectives and to WTPF policy.
- It is a guarantee to e-Trade Desks that WTPF will carry out its responsibilities
- It is an assurance for all parties that the Trade Point Programme will be sustained over time and implemented in line with legally binding provisions.

### **THE ACTION PLAN**

WTPF recognizes the vast differences in local conditions around the world and therefore the need to allow for diversity of e-Trade Desk structure and operating practices. There is no one model to fit all circumstances, and it is this very need for flexibility that makes it all the more necessary for e-Trade Desks to develop an Action Plan explaining just how they plan to proceed at the local level, mold their services to local requirements, and remain economically viable.

WTPF can provide centralized services and develop tools to help e-Trade Desks carry out their operations, but it is up to e-Trade Desks themselves to work on local solutions, to carve out their market niche, to ensure their financial sustainability, and to contribute to the functioning of the e-Trade Desk Network as a whole. This is done through the Action Plan.

#### **Why is the Action Plan important?**

The Action Plan is the analytical tool enabling the e-Trade Desk to:

- assess local market conditions
- establish clear objectives
- define a well-targeted customer base
- design a realistic marketing strategy
- create a viable services structure o source the necessary information

#### **Creating the link between host entity/organization/e-Trade Desk website and WTPF website**

Inserting the e-Trade Desk banner into the host institution website is a resource that enables e-Trade Desks to link their host institution website to the WTPF website and to convey their local panorama for potential buyers / sellers / investors from other countries. It is a unique opportunity for the local to become global and is well worth the effort to exploit all of its facets and features.

## Deliver together with the WTPF the ETradeIDs to companies

### Why is it important the e-Trade ID?

- eTrade (digital identity) refers to the set of electronically captured and stored attributes and credentials used to uniquely identify a person and/or a company and its employees.
- the e-Trade ID is a showcase to promote companies within a trusted ecosystem and not only on a simply normal website
- assigning e-Trade ID to companies expands the “chain of trust” concept

It is fully recognized that the e-Trade Desk's marketing strategy will take time to have an impact, and that it will most likely be impossible to assign the critical mass agreed right at the outset, but **to attain functional status, the e-Trade Desk must show that it is making significant progress in this regard, that it has begun together with WTPF to deliver e-Trade ID to companies, and that these companies are already feeding the ETO trust System with products/services to offer/demand.**

### Implementing the Branding Guidelines

Why is it important to implement the branding strategy of the WTPF not only on the internet but also on e-Trade Desk office stationery, business cards and signs, in all marketing material of the e-Trade Desk and all promotional advertisements in trade-related events etc.;

- The most powerful marketing impact is achieved in unison.
- The use of alternative logos by individual e-Trade Desks detracts from the unified image created by WTPF.
- Failure to use the official branding logos also detracts from the strength of the e-Trade Desk network as a whole.

**To be awarded functional status an e-Trade Desk must have fully applied the Branding Guidelines (available in pdf format in the backend of the website) in all the aforementioned contexts.**

e-Trade Desks have a period of **six months** after signature of the “**Terms & Conditions...**” to attain functional Status. Once this period has lapsed, the “**Terms & Conditions...**” document becomes invalid. In the eventual case of the continued wish to establish an e-Trade Desk, the procedure must be re-initiated right from Step 1 of the Work Plan.

### Summary of Prerequisites for attaining Functional Status

- Deliver their complete profile information, to be included in the WTPF website under the Status “Feasibility”
- Submission of a copy of the e-Trade Desk's Action Plan to the WTPF
- Guarantee the critical mass of e-Trade ID to be delivered to companies, as established in “Terms & Conditions...”
- Full compliance with WTPF Branding Guidelines
- All the above within six months after signing the “**Terms & Conditions...**”

document.

## HOW TO MAINTAIN FUNCTIONAL STATUS

- Continued update of their profile information, timely informing the WTPF
- Continued implementation of the Branding Guidelines and the exclusive display of the official logo on the internet, all printed materials, signs, posters, etc.
- Submission every year of the membership fee
- Delivery of e-Trade ID to companies (a critical mass of companies)
- Routine posting of ETOs
- Compliance with the non-profit status of the e-Trade Desk and host entity
- Compliance with all other aspects of the e-Trade Desk philosophy

**Failure to comply with any of the above will lead to withdrawal of functional status by WTPF, and therefore loss of the right participate to General Assembly meetings, annual and/or regional meetings or closure of the e-Trade Desk in the case of flagrant breaches.**