



HOW TO ESTABLISH AND IMPLEMENT AN E-TRADE DESK

GUIDE 2

LEGAL FRAMEWORK To establish an E-Trade Desk



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The e-Trade Desk 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-Trade Desk 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-Trade Desk 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-Trade Desk 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-Trade Desk.

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-Trade Desk within the framework of the Terms and Conditions for the Establishment of an e-Trade Desk and Associate Membership in the World Trade Point Federation (WTPF). Such e-Trade Desk shall be a not-for-profit entity.

Duration

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

ARTICLE II: LOCATION Seat

The seat of the e-Trade Desk 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-Trade Desk [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-Trade Desks);

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

The e-Trade Desk shall operate within the e-Trade Desk 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-Trade Desk will conduct its operations with strict respect to 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-Trade Desk and the WTPF will endeavour to ensure the accuracy and impartiality of the information that is made available to users or to other e-Trade Desks and Trade Points. However, the e-Trade Desk 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-Trade Desk 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-Trade Desks or Trade Points;
- d) The e-Trade Desk will respect the principle of universality, and endeavour to ensure that technical solutions for e-Trade Desks 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-Trade Desks 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-Trade Desk 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-Trade Desk will actively participate in the e-Trade Desk Network and will interrelate with Trade Point network;

ARTICLE V: FINANCE

Annual fees

The annual fee of the e-Trade Desk Associate Member is of 500 CHF (Swiss Franc) 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-Trade Desk.

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.