

AGREEMENT ON ELECTRONIC COMMERCE

BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN

ACKNOWLEDGING the importance of electronic commerce for success of the domestic economy and international trade;

RECOGNIZING the positive effects of technological advances to improve existing businesses, create new products and markets;

RECOGNIZING the role of setting mutual standards in facilitating interoperability between digital systems that enable cross-border trade in goods and services,

ACKNOWLEDGING the importance of electronic commerce in promoting inclusive economic growth and empowerment of women in international trade;

ACKNOWLEDGING the need to converge legislation in helping to decrease the cost of doing business and increase foreign direct investment in electronic commerce;

ACKNOWLEDGING that the electronic commerce is evolving and therefore this Agreement and its rules and cooperation must also continue to evolve;

RECOGNISING the shared interest in protecting critical infrastructure and ensuring a safe and reliable electronic commerce platform for consumers and businesses;

AFFIRMING the commitment to partnership cooperation on matters relating to the electronic commerce;

RECOGNISING the right to regulate to safeguard public welfare, protect legitimate public policy objectives;

THE PARTIES HAVE AGREED as follows:

SECTION I
GENERAL PROVISIONS

Article 1

Scope

This Agreement shall apply to measures adopted or maintained by a Party that affect trade in goods and services by electronic means.

Article 2

Definitions

For the purposes of this Agreement:

electronic invoicing or e-invoicing means the automated creation, exchange and processing of request for payments between suppliers and buyers using a structured digital format;

electronic payments means the payer's transfer of a monetary claim on a person that is acceptable to the payee and made through electronic means;

electronic record means a record generated, communicated, received or stored by electronic means in an information system or for transmission from one information system to another;

open standard means a standard that is made available to the general public, developed or approved and maintained via a collaborative and consensus driven process, in order to facilitate interoperability and data exchange among different products or services and is intended for widespread adoption;

single window means a facility that allows persons involved in a trade transaction to electronically lodge data and documents with a single entry point to fulfil all import, export and transit regulatory requirements;

trade administration documents means forms issued or controlled by a Party that must be completed by or for an importer or exporter in connection with the import or export of goods;

unsolicited commercial electronic message means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access service supplier or, to the extent provided for under the laws and regulations of each Party, other telecommunications service; and

UNCITRAL means the United Nations Commission on International Trade Law.

Article 3

General Exceptions

1. For the purposes of this Agreement, Article XX of GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis*.

2. For the purposes of this Agreement, Article XIV of GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis*.

Article 4

Security Exceptions

Nothing in this Agreement shall be construed to:

(a) require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or

(b) preclude a Party from applying measures that it considers necessary for the fulfilment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

Article 5

Prudential Financial Exceptions

Notwithstanding any other provisions of this Agreement, a Party shall not be prevented from adopting or maintaining measures for prudential reasons, including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial institution or financial service supplier, or to ensure the integrity and stability of the financial system.

SECTION II

BUSINESS AND TRADE FACILITATION

Article 6

Paperless Trading

1. Each Party shall make publicly available, including through a process prescribed by that Party, electronic versions of all existing publicly available trade administration documents.

2. Each Party shall provide electronic versions of trade administration documents referred to in paragraph 1 in English and shall endeavour to provide such electronic versions in a machine-readable format.

3. Each Party shall accept electronic versions of trade administration documents as the legal equivalent of paper documents, except where:

(a) there is a domestic or international legal requirement to the contrary; or

(b) doing so would reduce the effectiveness of trade administration.

4. Each Party shall establish or maintain a single window that enables persons to submit documentation or data requirements for importation, exportation, or transit of goods through a single entry point to the participating authorities or agencies.

5. The Parties shall endeavour to establish or maintain a seamless, trusted, high availability¹ and secure interconnection of their respective single windows to facilitate the exchange of data relating to trade administration documents, which may include:

(a) sanitary and phytosanitary certificates;

(b) import and export data; or

(c) any other documents,

as jointly determined by the Parties, and in doing so, the Parties shall provide public access to a list of such documents and make this list of documents available online.

6. The Parties recognise the importance of facilitating, where relevant in each jurisdiction, the exchange of electronic records used in commercial trading activities between the Parties' businesses.

7. The Parties shall endeavour to develop systems to support the exchange of:

(a) data relating to trade administration documents referred to in paragraph 5 between the competent authorities of each Party; and

(b) electronic records used in commercial trading activities between the Parties' businesses, where relevant in each jurisdiction.

8. The Parties recognise that the data exchange systems referred to in paragraph 7 should be compatible and interoperable with each other. To this end, the Parties recognise the role of internationally recognised and, if available, open standards in the development and governance of the data exchange systems.²

9. The Parties shall cooperate and collaborate on new initiatives which promote and advance the use and adoption of the data exchange systems referred to in paragraph 7, including but not limited to, through:

(a) sharing of information, experiences and best practices in the area of development and governance of the data exchange systems; and

(b) collaboration on pilot projects in the development and governance of data exchange systems.

¹ For greater certainty, "high availability" refers to the ability of a single window to continuously operate. It does not prescribe a specific standard of availability.

² The Parties recognise that the data exchange systems referred to in this paragraph may refer to interconnection of the single windows referred to in paragraph 5.

Article 7

Domestic Electronic Transactions Framework

1. Each Party shall endeavor to adopt or maintain a similar legal framework governing electronic commerce and transactions.
2. Parties shall exchange information on their existing national legislation and/or new legislation before adopting.
3. Parties shall cooperate on analyzing the compatibility of their national legislation with
 - (a) the UNCITRAL Model Law on Electronic Commerce (1996); and/or
 - (b) the United Nations Convention on the Use of Electronic Communications in International Contracts, done at New York, November 23, 2005.

Article 8

Logistics

1. The Parties recognise the importance of efficient cross border logistics which help lower the cost and improve the speed and reliability of supply chains.
2. The Parties shall endeavour to share best practices and general information regarding the logistics sector, including but not limited to the following:
 - (a) the information of railway transportation of e-commerce goods³;
 - (b) the requirements for establishing logistic centers and dry ports around railway stations;
 - (c) the information of road and air transportation of e-commerce goods;
 - (d) new delivery and business models for logistics.

Article 9

Electronic Invoicing

1. The Parties recognise the importance of e-invoicing which increases the efficiency, accuracy and reliability of commercial transactions. The Parties also recognise the benefits of ensuring that the systems used for e-invoicing within their respective jurisdictions are interoperable with the systems used for e-invoicing in the other Parties' jurisdictions.

[2. Each Party shall endeavour to ensure that the implementation of measures related to e-invoicing in its jurisdiction is designed to support cross-border interoperability. For that purpose, each Party shall endeavour to base its measures related to e-invoicing on international standards, guidelines or recommendations, where they exist.]

³ The information may include schedules, routes, destination stops

3. The Parties recognise the economic importance of promoting the global adoption of interoperable e-invoicing systems. To this end, the Parties shall share best practices and collaborate on promoting the adoption of interoperable systems for e-invoicing.

4. The Parties agree to cooperate and collaborate on initiatives which promote, encourage, support or facilitate the adoption of e-invoicing by businesses. To this end, the Parties shall endeavour to:

- (a) promote the existence of underlying infrastructure to support e-invoicing; and
- (b) generate awareness of and build capacity for e-invoicing.

Article 10

Express Shipments

1. The Parties recognise that electronic commerce plays an important role in increasing trade. To this end, to facilitate trade of express shipments in electronic commerce, the Parties shall ensure that their respective customs procedures are applied in a manner that is predictable, consistent and transparent.

2. Each Party shall adopt or maintain expedited customs procedures for express shipments while maintaining appropriate customs control and selection. These procedures shall:

(a) provide for information necessary to release an express shipment to be submitted and processed before the shipment arrives;

(b) allow a single submission of information covering all goods contained in an express shipment, such as a manifest, through electronic means if possible⁴;

(c) to the extent possible, provide for the release of certain goods with a minimum of documentation;

(d) under normal circumstances, provide for express shipments to be released within six hours after submission of the necessary customs documents, provided the shipment has arrived] and

(e) apply to shipments of any weight or value recognising that a Party may require formal entry procedures as a condition for release, including declaration and supporting documentation and payment of customs duties, based on the good's weight or value.

3. If a Party does not provide the treatment in paragraphs 2(a) through 2(e) to all shipments, that Party shall provide a separate⁵ and expedited customs procedure that provides that treatment for express shipments.

4 For greater certainty, additional documents may be required as a condition for release.

5 For greater certainty, "separate" does not mean a specific facility or lane.

4. Each Party shall endeavor to provide for a de minimis shipment value or dutiable amount for which customs duties will not be collected, aside from restricted or controlled goods, such as goods subject to import licensing or similar requirements⁶.

5. Each Party shall review the amount periodically taking into account factors that it may consider relevant, such as rates of inflation, effect on trade facilitation, impact on risk management, administrative cost of collecting duties compared to the amount of duties, cost of cross-border trade transactions, impact on SMEs or other factors related to the collection of customs duties.

Article 11

Electronic Payments

1. Noting the rapid growth of electronic payments, in particular, those provided by new payment service providers, Parties agree to support the development of efficient, safe and secure cross border electronic payments by fostering the adoption and use of internationally accepted standards, promoting interoperability and the interlinking of payment infrastructures, and encouraging useful innovation and competition in the payments ecosystem.

2. To this end, and in accordance with their respective laws and regulations, the Parties recognise the following principles:

(a) The Parties shall endeavour to make their respective regulations on electronic payments, including those pertaining to regulatory approval, licensing requirements, procedures and technical standards, publicly available in a timely manner.

(b) The Parties shall endeavour to take into account, for relevant payment systems, internationally accepted payment standards to enable greater interoperability between payment systems.

(c) The Parties shall endeavour to promote the use of Application Programming Interface (API) and to encourage financial institutions and payment service providers to make available APIs of their financial products, services and transactions to third party players where possible to facilitate greater interoperability and innovation in the electronic-payments ecosystem.

(d) The Parties shall endeavour to enable cross-border authentication and electronic know-your-customer of individuals and businesses using digital identities.

(e) The Parties recognise the importance of upholding safety, efficiency, trust and security in electronic payment systems through regulation.

(f) The Parties agree that policies should promote innovation and competition in a level playing field and recognise the importance of enabling the introduction of new financial and electronic payment products and services by incumbents and new entrants in a timely manner such as through adopting regulatory and industry sandboxes.

⁶ Notwithstanding this Article, a Party may assess customs duties, or may require formal entry documents, for restricted or controlled goods such as goods subject to import licensing or similar requirements.

Article 12

Domestic Supplier Database

Each Member is encouraged to establish or maintain a domestic supplier database. Such database shall list relevant domestic suppliers in specific sectors, including potential subcontractors and service providers, and exhibit, inter alia, the following features, where possible:

- (a) highlight local production and services capacity through company factsheets;
- (b) be searchable by sector or industry, name of product or service, location, certifications, etc.;
- (c) be linked to aftercare services for investors;
- (d) be available online and if possible in English; and
- (e) be consistently updated.

Article 13

Availability of Information

1. Each Party shall include on its website, established or maintained in accordance with paragraph 1, links or information accessible through automated electronic transfer to:

- (a) the equivalent websites of the other Parties; and
- (b) the websites of its own government agencies and other appropriate entities that provide information that the Party considers useful to any person interested in the implementation of this Agreement.

2. Each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published or otherwise made available in such a manner as to enable interested persons and Parties to become acquainted with them.

3. Each Party shall endeavour to ensure keep available on-line the information which may include

- (a) customs regulations, procedures or enquiry points;
- (b) technical regulations, standards, or conformity assessment procedures related to electronic commerce;
- (c) sanitary or phytosanitary measures relating to importation or exportation;
- (g) trade promotion programmes;
- (h) government procurement opportunities; and
- (i) financing programmes for SMEs.

4. Each Party shall regularly review the information and links on the website referred to in paragraph 2 and paragraph 3 to ensure that the information and links are up-to-date and accurate.

5. To the extent possible, each Party shall make the information published in accordance with this Article available in English.

SECTION III

ESTABLISHING BUSINESS AND CONSUMER TRUST

Article 14

Electronic Signatures

1. Each Party shall, in accordance with its domestic laws and regulations on electronic signatures and certification services, endeavour to facilitate the procedure of accreditation or recognition of suppliers of certification services which have already obtained accreditation or recognition under the legislation of another Party.

2. The competent authorities of each Party shall meet on a date determined by the Joint Committee to discuss the opportunities and possibilities of negotiating an agreement on the mutual recognition of electronic signatures.

Article 15

Unsolicited Commercial Electronic Messages

1. Each Party shall adopt or maintain measures regarding unsolicited commercial electronic messages that:

(a) require suppliers of unsolicited commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;

(b) require the consent, as specified according to the laws and regulations of each Party, of recipients to receive commercial electronic messages; or

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

2. Each Party shall provide recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph

1.

3. The Parties shall cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 16

Online Consumer Protection

1. The Parties recognise the importance of transparent and effective measures to protect consumers from fraudulent, misleading or deceptive conduct when they engage in electronic commerce.
2. The Parties recognise the importance of cooperation between their respective national consumer protection agencies or other relevant bodies on activities related to cross-border electronic commerce in order to enhance consumer welfare.
3. Each Party shall provide effective protection for rights of consumers in e-commerce that is not lower than the level of protection provided in other forms of commerce.
4. Each Party shall adopt or maintain laws or regulations to proscribe fraudulent, misleading or deceptive conduct that causes harm, or is likely to cause harm, to consumers engaged in online commercial activities. "Fraudulent, misleading or deceptive conduct" includes:
 - (a) making misrepresentations or false claims as to material qualities, price, suitability for purpose, quantity or origin of goods or services;
 - (b) advertising goods or services for supply without intention to supply;
 - (c) failing to deliver products or provide services to consumers after the consumers have been charged; or
 - (d) charging or debiting consumers' financial, telephone or other accounts without authorisation.
5. Each Party shall adopt or maintain laws or regulations that:
 - (a) require, at the time of delivery, goods and services provided to be of acceptable and satisfactory quality, consistent with the supplier's claims regarding the quality of the goods and services; and
 - (b) provide consumers with appropriate redress when they are not.
6. Each Party shall make publicly available and easily accessible its consumer protection laws and regulations.
7. The Parties recognise the importance of improving awareness of, and access to, policies and procedures related to consumer protection, including consumer redress mechanisms, including for consumers from one Party transacting with suppliers from another Party.
8. The Parties shall promote, as appropriate and subject to the respective laws and regulations of each Party, cooperation on matters of mutual interest related to misleading and deceptive conduct, including in the enforcement of their consumer protection laws, with respect to online commercial activities.
9. The Parties shall adopt or maintain measures requiring service suppliers to inform consumers about their rights and obligations for domestic as well as cross-border e-commerce.

10. The Parties shall endeavor to create measures of legal protections for consumers of the other Party (hereinafter - foreign consumers) that are affected by the acquisition in the framework of e-commerce of low quality and unsafe service, as well as by fraudulent and deceptive commercial practices, which include, but are not limited to:

a) Establishment of on-line mechanisms for submission of complaints by foreign consumers and their consideration by the competent authorities of the Party in whose territory is registered provider of services;

b) Creation and support of multilingual information resource, providing information about the legal basis of consumer protection in the Party;

c) Implementation of alternative mechanisms for dispute settlement arising in the framework of e-commerce.

d) Determination of the procedure of joint investigations into specific cases of violation of consumer rights.

11. With aim to develop, monitor the implementation and application of measures covered by this article, the Parties shall meet on a date determined by the Joint Committee with the representatives of the competent authorities in the field of consumer protection.

Article 17

Protection of Personal Data

1. The Parties recognise the economic and social benefits of protecting the personal data of users of electronic commerce and that it contributes to enhancing consumer confidence in electronic commerce.

2. Each Party shall, in a manner it considers appropriate, protect the personal data of the users of electronic commerce. Personal data of the users of electronic commerce cannot be shared with any other person without the consent of the users.

3. Each Party shall adopt or maintain a domestic legal framework that provides for the protection of the personal data of the users of electronic commerce; and

4. Each Party shall publish information on the personal data protections it provides to users of electronic commerce, including how:

- (a) individuals can pursue remedies; and
- (b) business can comply with any legal requirements.

SECTION IV
COOPERATION

Article 18

General Cooperation on E-commerce

1. Parties shall cooperate in order to facilitate the implementation of this Agreement and to maximise the benefits arising from it. Cooperation activities shall take into consideration each Party's needs, and may include:

- (a) information exchanges, dialogues or meetings between policy officials in regulatory agencies, agencies responsible for regulatory management or regulators of the Parties;
- (b) formal cooperation, such as mutual recognition, equivalence or harmonisation; and
- (c) other activities that the Parties may agree to.

2. The Parties may set out the detailed arrangements of cooperation activities in separate memoranda.

3. For greater certainty, in respect of all cooperation under this Agreement, the Parties commit themselves to providing, within the limits of their own capacities and through their own channels, the appropriate resources, including financial resources.

Article 19

Financial Technology Cooperation

The Parties shall promote cooperation between the financial technology (FinTech) industry in the Parties. The Parties recognise that effective cooperation regarding FinTech will require involvement of businesses. To this end, the Parties shall:

- (a) promote cooperation between firms in the FinTech sector;
- (b) promote development of FinTech solutions for business or financial sectors; and
- (c) encourage collaboration of entrepreneurship or start-up talent between the Parties in FinTech, consistent with the laws and regulations of the respective Parties.

Article 20

Cybersecurity Cooperation

1. The Parties have a shared vision to promote secure electronic commerce to achieve global prosperity and recognise that cybersecurity is critical for establishing trust in electronic trade.

2. The Parties further recognise the importance of:

- (a) building the capabilities of their national entities responsible for computer security incident response;

(b) using existing collaboration mechanisms to cooperate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Parties; and

(c) workforce development in the area of cybersecurity, including through possible initiatives relating to mutual recognition of qualifications, diversity and equality.

Article 21

Government Procurement Cooperation

The Parties recognise that the digital economy will have an impact on government procurement and affirm the importance of open, fair and transparent government procurement markets. To this end, the Parties shall undertake cooperation activities in relation to understanding how greater digitisation of procurement processes, and of goods and services impacts on existing and future international government procurement commitments.

Article 22

Cooperation on Competition Policy

1. Recognising that the Parties can benefit by sharing their experiences in enforcing competition law and in developing and implementing competition policies to address the challenges that arise from the digital economy, the Parties shall consider undertaking mutually agreed technical cooperation activities, including:

(a) exchanging information and experiences on development of competition policies in the digital markets;

(b) sharing best practices on promotion of competition in digital markets; and

(c) providing advice or training, including through the exchange of officials, to assist a Party to build necessary capacities to strengthen competition policy development and competition law enforcement in the digital markets.

2. The Parties shall cooperate, as appropriate, on issues of competition law enforcement in digital markets, including through notification, consultation and the exchange of information.

3. The Parties shall cooperate in a manner compatible with their respective laws, regulations and important interests, and within their reasonably available resources.

SECTION V

JOINT COMMITTEE AND CONTACT POINTS

Article 23

The Joint Committee

1. The Parties hereby establish a Joint Committee consisting of government representatives of each Party.
2. Each Party shall be responsible for the composition of its delegation.
3. The Joint Committee shall:
 - (a) consider any matter relating to the implementation or operation of this Agreement;
 - (b) consider any proposal to amend or modify this Agreement;
 - (c) consider ways to further enhance partnership on e-commerce between the Parties;
 - (d) develop arrangements for implementing this Agreement; and
 - (e) take any other action as the Parties may agree.
4. The Joint Committee shall take decisions on matters within their functions by consensus, except as otherwise provided in this Agreement, or as otherwise decided by the Parties.
5. The Joint Committee shall meet within one year of the date of entry into force of this Agreement and thereafter as the Parties may decide, including as necessary to fulfil its functions under this Article.
6. Meetings of the Joint Committee shall be chaired successively by each Party. The Party chairing a session of the Joint Committee shall provide any necessary administrative support for such session, and shall notify the other Parties of any decision of the Joint Committee.
7. Except as otherwise provided in this Agreement, the Joint Committee established under this Article shall carry out its work through whatever means are appropriate, which may include electronic mail, virtual meetings or videoconferencing.
8. At each meeting of the Joint Committee, each Party shall report on its plans for, and progress towards, implementing this Agreement.

Article 24

Contact Points

1. In order to facilitate communication between the Parties on any matter covered by this Agreement, the Parties hereby establish the following contact points:
 - a) for the the Republic of Turkey: Ministry of Trade, Directorate General for International Agreements and the European Union, or its successor; and
 - b) for the Republic of Uzbekistan :, or its successor.
2. Contacts points of each Party is responsible for the internal coordination of their relevant stakeholders and communication between the Parties.
3. On request of another Party, a Party shall provide information and respond to questions pertaining to any actual or proposed measure, whether or not that other Party has been previously notified of that measure.

4. Any notification, request, or information under this Article shall be conveyed to the other Parties through their contact points.
5. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.
6. Each Party agrees to notify the other Party of any changes of its contact point in due time.

SECTION VI

FINAL PROVISIONS

Article 25

Dispute Settlement

The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

Article 26

Entry into Force and Duration

1. This Agreement takes effect on the date of signing by the Parties and will be valid for a period of 3 years from that date.
2. This Agreement will be automatically renewed unless either Party manifests its desire not to proceed with the renewal with, at least, six months' notice, through diplomatic channels. This rule is retroactive and applies to the agreement upon every renewal.

Signed on 2020, in duplicate in Turkish, Uzbek, and English, three texts being equally authentic. In case of divergence, the English text shall prevail.

For the Republic of Uzbekistan

For the Republic of Turkey

H.E. Ruhsar PEKCAN
Minister of Trade
