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# Trade agreements, digital development and international commercial arbitration

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***Volodymyr Nahnybida*** *
***Yurii Bilousov*** **
***Yaroslav Bliakharskyi*** ***
***Ievgen Boiarskyi*** ****
***Anatolii Ishchuk*** *****

## Abstract

The purpose of the article was to study the problems that arise during the settlement of disputes in the order of international commercial arbitration. The article used general scientific (dialectic, analysis and synthesis) and special legal (comparative legal, formal-logical, systemic, hermeneutic, axiological) methods. In the results of the research, it was established that the characteristic features of electronic development contracts in international trade are: electronic forms of conclusion of pre-contractual and contractual communication, making amendments and additions to the contract. Taking into account the features that accompany the chosen form of contracting prevails the need to refer to the provisions of the applicable legislation on tax and customs legislation and protection of personal data, etc. The conclusions state that the main problems in the resolution of disputes arising from e-commerce contracts, in international commercial arbitration, are the issues of requirements and validity of the arbitration clauses contained in such contracts, the importance of the agreements reached in the pre-contractual stage in the subsequent resolution of disputes between the parties and the problems of proof arising from the peculiarities of entering into relevant contracts.

* Doctor in Law, Associate professor, Head of the Scientific Laboratory of the Academician F. H. Burchak Scientific-Research Institute of Private Law and Entrepreneurship of National Academy of Legal Sciences of Ukraine, Kyiv, Ukraine. ORCID ID: http://orcid.org/0000-0003-4233-7173

** PhD in Law, Full Professor, Leading Scientific Researcher of the Scientific Laboratory of the Academician F. H. Burchak Scientific-Research Institute of Private Law and Entrepreneurship of National Academy of Legal Sciences of Ukraine, Kyiv, Ukraine. ORCID ID: https://orcid.org/0000-0002-9209-0378

*** PhD in Law, Senior teacher of the Leonid Yuzkov Khmelnytskyi University of Management and Law, Khmelnytskyi, Ukraine. ORCID ID: https://orcid.org/0000-0003-3348-1683

**** PhD in Law, Doctoral student of the Academician F. H. Burchak Scientific-Research Institute of Private Law and Entrepreneurship of National Academy of Legal Sciences of Ukraine, Kyiv, Ukraine. ORCID ID: http://orcid.org/0000-0003-0273-422X

***** PhD student, Junior Scientific Researcher of the Scientific Laboratory of the Academician F. H. Burchak Scientific-Research Institute of Private Law and Entrepreneurship of National Academy of Legal Sciences of Ukraine, Kyiv, Ukraine. ORCID ID: https://orcid.org/0000-0002-1439-654X

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**Keywords:** e-commerce agreements; development contracts; international commercial arbitration; arbitration clause; digital development.

# Acuerdos de comercio, desarrollo digital y arbitraje comercial internacional

**Resumen**

El objeto del artículo fue estudiar los problemas que surgen durante la resolución de controversias en el orden del arbitraje comercial internacional. El artículo utilizó métodos científicos generales (dialéctica, análisis y síntesis) y jurídicos especiales (jurídico comparado, lógico formal, sistémico, hermenéutico, axiológico). En los resultados de la investigación se estableció que los rasgos característicos de los contratos de desarrollo electrónico en comercio internacional son: formas electrónicas de celebración de la comunicación precontractual y contractual, realizando modificaciones y adiciones al contrato. Teniendo en cuenta las características que acompañan a la forma de contratación elegida prevalece la necesidad de remitirse a lo dispuesto en la legislación aplicable en materia de legislación fiscal y aduanera y protección de datos de carácter personal, etc. En las conclusiones se fundamenta que los principales problemas de la resolución de controversias derivadas de contratos de comercio electrónico, en el arbitraje comercial internacional, son las cuestiones de requisitos y validez de las cláusulas compromisorias contenidas en dichos contratos, la importancia de los acuerdos alcanzados en la etapa precontractual en la resolución posterior de disputas entre las partes y los problemas de prueba que surgen sobre las peculiaridades de celebrar contratos relevantes.

**Palabras clave:** acuerdos de comercio electrónico; contratos de desarrollo; arbitraje comercial internacional; cláusula compromisoria; desarrollo digital.

## Introduction

The formation and rapid development of electronic commerce in its modern sense, consolidation of international principles and the regulatory framework associated with its regulation, dated from the 90-s of the last century (Gaitan, 2020), although the concept of e-commerce itself began to penetrate into economic life in the 1970s (Wigand, 1997). At the beginning of the 21st century, the main warnings to the commercial use of electronic

resources in business were the lack of trust in the legally mandatory of electronic contracts and the lack of trust in the security of electronic communications in general (Gisler *et al.*, 2000).

Nowadays, these business fears in the global sense have gone into the past, giving place to the complex problems of establishing and executing electronic contracts, as well as resolving disputes between foreign counterparties over such contracts. Moreover, developing countries want to get access to new technologies of international trade as soon as possible, which will have a significant impact on the global market (Teremetskyi *et al.*, 2021).

The retail electronic commerce market around the world has grown by approximately $4.9 trillion in 2021. Forecasted, that this figure will grow by 50% over the next four years and reach about $7.4 trillion by 2025 (Chevalier, 2022) in the background of coronavirus restrictions and safety calls associated with the Russian Federation's war in Ukraine. Thus, over the last few decades, the digitalization of global economic life in general and the way business transactions are arranged in international trade has reached new heights and led to the creation of a new reality of public consumption and distribution of goods, mediated and stimulated by electronic tools.

The globalization and diversification of the economy became closely related to the above processes, along with digitalization, the construction of complex international systems of production and distribution of products, new logistical chains, marketing strategies and the very approach to consumption in a digital epoch. According to J. Werner, the introduction of the World Wide Web (WWW) has opened a new range of possibilities for commercial operations - companies realized that potential customers can no longer be contacted only at the enterprise, but also at home via the Internet (Werner, 2000/2001).

It's legitimate, that changes in the normative plane of regulation of the basics and mechanisms of electronic commerce, protection of rights and interests of counterparties (B2B contracts) and end consumers correspond to this reality (B2C contracts).

Alternative ways of dispute resolution especially mediation (Bortnyk *et al.*, 2021) and international commercial arbitration occupy a leading place in the system of international electronic commerce, which provide a flexible application to the digital realities of international economics both because of their neutrality and confidentiality and because of the ease of implementation of virtual process tools in arbitration proceedings.

The concepts of electronic (Ononogbu, 2020) or virtual (Knowles *et al.*, 2021) arbitration have been discussed not in vain for a long time, and the COVID-19 pandemic (Naón *et al.*, 2020) was an additional step in its development. Today arbitration is an established and effective

way of resolving contractual and postcontractual disputes in developed jurisdictions, such as Germany and Switzerland (Sviatoshniuk *et al*., 2021).

At the same time, new problems require additional research that arise during the consideration and resolution of disputes in the order of international commercial arbitration and directly emerge from the peculiarities of the conclusion and execution of electronic development contracts and international trade contracts. Study of the outlined problems is the purpose of this scientific article.

## 1. Research Methodology

Scientific article is based on the use of general scientific and special legal methods of scientific knowledge. Thus, the dialectic method allowed us to establish the evolutionary nature of electronic commerce as a concept that has experienced significant changes over the past decades, affecting the world economic relations as such an order of making and execution of international trade and development agreements in particular. Moreover, the appeal to the above method in this work enabled to trace the development and current status of the resolution of disputes arising from electronic contracts by means of the international commercial arbitration.

Methods of analysis and synthesis combined with the formal-logical method allowed to establish the meaning of the concept of electronic commerce in current law, as well as to identify the main approaches to the normative consolidation of this category in international and national legal acts. At the consideration of different legal approaches and traditions in the article the comparative legal method is used.

The use of the systematic method enabled to define the essence of electronic commerce and electronic trade as complex, structured phenomena of legal reality, the study of which requires taking into account not only strictly legal aspects of the problems, but also taking into account the financial and economic side of the matter.

The method of legal hermeneutics was used to analyze the doctrinal provisions and analytical works on the chosen subject, as well as the legal sources and approaches, formed by arbitration practice in disputes related to or arising from electronic transactions in the field of international trade and development. In the light of the latter aspect, it was useful to turn to the functional and axiological methods, which allowed to establish the content and value orientation of proceedings in the international commercial arbitration in this concerned category of disputes, to define the current problems in the conclusion of arbitration clauses in electronic contracts in the field of international trade, and ways to solve them.

## 2. Results and Discussion

### 2.1. Electronic Commerce: Concept and Peculiarities of Legal Regulation

The concept of electronic commerce (e-commerce) is defined by researchers as "the exchange of goods and services between (generally) independent entities and/or persons, which is ensured by means of universal use of powerful information and communication technology systems (hereinafter - ICT) and globally standardized network infrastructure" (Kütz, 2016: 20).

By a more extended definition, electronic commerce is defined as promotional activities and publicity of goods and services, the establishment and execution of a contract for appropriate business transactions, such as the sale and purchase of goods and services, payment for purchases, and everything that is done through various communication networks, whether it be the Internet or other networks that connect the seller and the buyer (Khudur *et al.*, 2019). This approach points to the interpenetration of business and ICT and the Internet as their key variety, as well as to the integration of commercial transactions into a single electronic environment.

This forms the basis of today's economy, when it is no longer possible to distinguish between commercial and non-commercial parts of Internet use, since the very functioning of the latter and some Web sites itself is a business activity, and e-commerce has become a methodology, a way of conducting modern business. Out there comes a broad understanding of e-commerce as a business activity (which includes both communications and transactions) that is carried out electronically and includes not only orders, invoices and payments, but also marketing, advertising and communications (Colecchia, 1998).

So, e-commerce is not only an individual type of commercial activity, which is carried out in the global network Internet, but by a new method, a way of doing business.

The relevant attitude is reflected in the regulatory framework at the level of international and national legal acts, recommendations and concepts developed by international organizations. Thus, the World Trade Organization considers electronic commerce very broadly as the production, distribution, marketing, sale or delivery of goods and services by electronic means (Work Programme on Electronic Commerce, 1998: WT/L/274). Regarding the own normative definitions, we should note that not every national legislator considers it necessary to give such a legal definition in the strict sense. An analysis of the national legislation of the EU member states, for example, shows that such a norm-definition is mostly absent.

However, it is important that is declared in the preamble Directive 2000/31/EU of the European Parliament and Council of June 8, 2000 on certain legal aspects of information society services, in particular, electronic commerce, in the domestic market (known as the "Directive on Electronic Commerce"), the principle of legal regulation, according to which, in order to ensure unhindered development of electronic commerce, the legal framework must be clear and simple, predefined and comply with the rules, internationally applicable, so that it does not negatively affect the competitiveness of European industry or hinder innovation in this sector (Directive 2000/31/EC of the European Parliament and of the Council on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market, 2000).

In accordance with this Directive, the national legislation of the EU member states is tending to duplicate the key provisions, establishing the definition of commercial communications, but not of electronic commerce as such. This can be seen in the application of Art. 2(5) of the German Telemedia Act, where, analogously to the European Directive, commercial communications mean any form of communication, which serves as a direct or indirect support for the sale of goods, services or the image of a company, other organization or individual working in the field of trade, commerce, craft or professional services (Telemediengesetz, 2007).

The formal consolidation of the definitions of the concept of electronic commerce is accepted by countries outside the EU, particularly, the India Basic Goods and Services Tax Act of 2017 defines the analysed concept as supplying goods or services or both, including digital products through a digital or electronic network (The Central Goods and Services Tax Act, 2017).

However, the key characteristic of electronic commerce, which emerges from the analysis of doctrinal and legal approaches, is the implementation of commercial activities for the production, distribution, marketing, buying and selling or supplying goods and services with the obligatory use of modern means of electronic communications, regardless of their specific type and form.

### 2.2. Content and Characteristics of Electronic Contracts in International Trade and Development

Electronic commerce, as any business activity on a legal plane, is mediated by the conclusion and execution of various types of contracts for their subject matter (sale and purchase, supply, leasing, etc.), which in the covered case, undoubtedly, are executed electronically in one of two ways: by means of e-mail or a similar tool of electronic communication or through "web-click" contracts using the web site's order processing and payment mechanism (Werner, 2000/2001).

Almost the widest penetration of contracting with the help of these tools has acquired in international trade, where electronic correspondence is inherent mainly to B2B contracts, and "web-click" contracts mediate B2C contracts, where one party is the end consumer of a product or service. In the first case, by means of electronic communication counterparties can be located in different parts of the world, achieving the necessary economic efficiency of implementation of business activities while preserving the legal legitimacy of transactions.

Today, traditional e-contracting tools are complemented by new systems or accessories, specialized chats, etc. In particular, electronic document management and document verification systems are widely used in international business Get Accept, Adobe Sign, Zoho Docs, Logical Doc, M-Files DMS, through which electronic transactions are increasingly penetrating into international business.

The preservation of all the features is characteristic of electronic contracts and in the field of international trade and development, with the addition of a few new features. In the first place, the general rules of making and executing contracts as such are applied to electronic contracts. In this regard, the literature notes that although the situation with electronic commerce does not always simplify the recognition of the elements of the contract, concluded through the use of the Internet, all these elements must be present in the formation of valid contracts, including the need for an electronic offer and electronic acceptance, which must be notified to the other party in an appropriate manner to declare them valid and such as to generate legal consequences.

The same applies to the extension to electronic agreements of general requirements for the legal capacity of the parties and the presence of a valid intention to be bound by contractual obligations (Nuth, 2008; Argy *et al.*, 2001). In addition, the approach of identifying any electronic form of transaction and/or communication of a commercial nature with the written form has been universally accepted at the regulatory level.

In particular, the UNCITRAL Model Law on Electronic Commerce establishes the principle of legal recognition of ("data message") as information created, sent, received or stored by electronic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy. According to Article 5 of this Model Law, information cannot be denied legal force, validity or capacity for purpose solely on the grounds that it exists in the form of data notification (UNCITRAL Model Law on Electronic Commerce, 1996).

At the same time, on the plane of due process sending and taking the notification by the party, both the offer or the acceptance, as well as already the notification within the framework of the contract execution, that the problems in the area of law enforcement and dispute resolution often lie.

An additional problem, which, according to J. Hill, "puts the legitimacy of XXI century methods of commercial contracting under consideration" (Hill, 2003: 4) is that, in contrast to the cited Model Law UNCITRAL and the approaches adopted by the national legislation of the developed countries, the Convention of the United Nations Organization on Contracts for the International Sale of Goods 1980 (the so-called Vienna Convention or CISG) in Article 13 includes only telegrams and telexes within the scope of the concept of written form (United Nations Convention on Contracts for the International Sale of Goods, 1980), not to mention contracts related to the use of computers, which are concluded through electronic data interchange (EDI), via the Internet, electronic mail, *click-wrap* and *shrink-wrap* contracts (Hill, 2003).

This problem deserves a thorough, self-sustaining research, but within the framework of this scientific article it is worth mentioning the necessity of supplementing Article 13 of the CISG by undeniable expansion of this list by means of electronic and Internet communications. Moreover, this list should be kept inexhaustible and apply an expansive interpretation of its content.

According to the DCFR provisions, the electronic form of the contract imposes additional requirements in terms of compliance with the proper pre-contractual communication, which should minimize the lack of personal contact between the parties and ensure full compliance of the reached agreements with the recognition and internal will of the counterparties.

In addition to the actual electronic form of international trade contracts as a feature, inherent in all electronic contracts and the additional requirements that must be met before contractual obligations precede, by binding to the proper communication of all contractual terms, legislation and practice establish and other attributes.

Firstly, most of such characteristics emerge from the electronic form of the contract in the sphere of international trade, requiring the parties to reach agreeing on such aspects as the order and rules of storage of notifications and contractual information, mandatory recourse to the rules of applicable law on the payment of VAT and other taxes and fees, personal data protection and non-proliferation of confidential information, etc. (Recommendation No. 31, 2000).

Secondly, additional requirements to electronic signatures, which must indicate the signing of the electronic contract, as well as such a request as "non-repudiation", i.e., nobody has the right to change the content of the contract after it has been signed (Gisler *et al.*, 2000), which must be guaranteed by technical means by the same extent as the good faith of the parties.

Thirdly, talking about the sphere of international trade in the light of the content of the relevant electronic contract, compliance with the requirements of applicable law, including international acts, on the rights and duties, distribution of responsibility between the parties. The essence of the latter is to ensure a functional balance between freedom of contract, freedom of business activities and autonomy of the will of the parties in general and the imperative norms, which preserve and extend their effect on international trade agreements entered into in electronic form.

The specificity of development agreements related to their subject and the performance of business activities in the field of real estate, at first glance, greatly limits the possibility of entering into such agreements in electronic form. However, a reference to foreign experience, in particular that of the United States and Canada, allows us to state that gradual expansion of the scope of electronic communications as a way to conclude and execute development contracts.

This is reflected both in the standard development contracts developed by some administrative units and in the contracts that are already in force. For instance, the exemplary development contract for the city of Red Deer in the Canadian province of Alberta in 2021 has a separate paragraph concerning the electronic completion and execution of the contract, according to which this agreement may be electronically concluded or scanned or signed in another way electronically and delivered electronically, and shall be deemed original and obligatory for the parties (City of Red Deer Engineering Services, 2021).

At p. 7.23 of the Economic Development Agreement, to which the U.S. state of Georgia isone of the parties, signed on May 2, 2022, expressly states that this agreement may be signed simultaneously in any number of instances and by electronic means (in particular by means of signatures in PDF, DocuSign or exchange of signatures by other electronic means), each of which shall be deemed an original, and no more than one such copy need be provided or designated for confirmation of this Treaty (The State Of Georgia, 2022). As we can see, the general logic and methods of electronic conclusion, amendments and execution, validation of development agreements follow the general trends of electronic commerce, and, therefore, it also implies that they are subject to the relevant requirements and rules.

It is with the outlined characteristics and peculiarities of electronic contracts in the field of international trade and development that cause the arbitration practice low problems in the consideration and resolution of relevant disputes.

## 2.3. Specifics of the settlement of disputes over electronic trading and development agreements in international commercial arbitration

Based on the application of the general principle of autonomy of arbitration clause from the main contract and its validity, enactment and compliance, the question arises regarding the admissibility and specifics of conclusion of arbitration clauses in international electronic commerce contracts. It is legitimate that in this case the arbitration clause also exists in electronic form.

Despite the fact that neither the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958) nor the UNCITRAL Model Law on International Commercial Arbitration (1985) in the context of the term "written" conclusion of the arbitration agreement does not follow the electronic form of its conclusion but only the one signed by the parties or "contained in the exchange of letters or telegrams", the world arbitration practice does not consider itself restricted by these conservative provisions. It is noted that, according to the current legislation, the means of confirmation of agreement may be wider than those expressly managed in the New York Convention (Aceris Law LLC, 2021).

This is confirmed in court practice, in particular in the decision in Compagnie de Navigation et Transports SA v. MSC Mediterranean Shipping Company SA, the Supreme Court of Switzerland broadly explained the provisions of Article II (2) of the New York Convention, stating that "the exchange of letters or telegrams" includes any other means of communication (Federal Tribunal: 16.01.1995).

Also, the decision of the US District Court for the Southern District of California substantiates the position that although e-mails and web declarations are neither letters nor telegrams, the provision of the New York Convention refers to e-mails by analogy: e-mails have the basic characteristics of telegrams because they are not physically transmitted and do not confirm the identity of the sender (US District Court for the Southern District of California, 2000). At the same time, the admissibility and prevalence of the conclusion of arbitration clauses in international electronic commerce do not indicate that there are no controversial points and issues to be addressed.

Thus, apart from the need for a proper indication of all the "traditional" elements of an arbitration clause, such as the correct name of the arbitral institution, the scope of disputes covered by the clause, the desired choice of the applicable law, the number of arbitrators, the language and place of arbitration proceeding, etc., the problems of authentication of parties and verification of signatures, similar to electronic contracts themselves, are

crucial. Establishing these points directly affects the validity of an electronic arbitration clause.

In general, in disputes involving transboundary transactions that do not have a clear legal linking and a forum for conflict resolution, arbitration clause is extremely important. The presence of an arbitration clause in an electronic contract can provide such a legal guarantee for both contracting parties who face a legal problem during the implementation of such a contract (Zamroni, 2019).

In this regard, in practice, it is recommended to fictionalize that a party has the intention to abide by the terms of the contract as proof of its conclusion, and among the ways to sign an arbitration clause in electronic form are the following: (a) providing a scanned image of a handwritten signature to be added to the electronic document; (b) recognizing the name of the author at the end of the electronic mail notification; c) setting a password to identify the sender to the provider; d) creation of a "digital signature" by means of cryptography with a public key (Aceris Law LLC, 2021).

Additionally, it is effective to maintain electronic registers of international trade agreements and arbitration clauses to them both by business entities themselves and by legal companies, with the possibility to identify the date and authenticate the signatures of the parties concluded with the data contained in the relevant electronic record. Examination by the arbitral tribunal of such means of recording and the information contained in them, given their completeness and unambiguity, directly affects the decision on the competence of arbitrators to consider the dispute and on the validity of the arbitration clause.

Special attention should be paid to the issue of pre-contractual relations of the parties to the electronic contract in the field of international trade, which for a number of reasons may affect the prospects of resolution of the future dispute in the international commercial arbitration.

Firstly, often similar electronic contracts do not contain a provision about the invalidity of all previous agreements between the parties before the signing of the main contract. This can create difficulties in assessing the existing rights and obligations between the parties, specific obligations, as well as affect the formation of their legal (lawful) expectations and interests.

These preliminary agreements often consist of a statement of intentions of the parties to the future contract and enshrined in an electronic correspondence via e-mail or specialized chat-letters, if the relationship is of a long-term character, and between the parties already have a certain history before the contract is signed. As a result, this situation significantly affects not only the legal aspects of the relationship between the counterparties, but also has a psychological effect.

On that basis, the problem is the issue of the scope of the arbitration agreement concluded electronically in respect of such contract and connected relations and disputes, those aspects which remain outside the main electronic commercial contract, belonging to the sphere of pre-contractual communication. In our view, what will be important in such a case is the direct wording of the arbitration clause in the electronic contract: whether its scope is restricted to "arising out of" the main contract or to all "connected" relationships. In the latter case, of course, the arbitration agreement will also deal with pre-contractual arrangements.

Otherwise, there may also be a problem of compliance of the content of the final electronic contract with the previous agreements of the parties. Unscrupulous contractors in view of the electronic form of the contract and even the possibility of unlawful unilateral changes in the latter may abuse this circumstance and the very mechanism of contract conclusion. In such a case in the arbitration process it is extremely important to prove the facts of creation of an electronic record or fixation of the contract terms in the correspondence of the parties, as well as confirmation of the unilateral change of the contract provisions using the same data of the electronic document management systems.

It should also be taken into account that if the parties have reached certain prior agreements that are not reflected in the residual contract, which, however, does not contain a rule about the invalidity of such agreements and legal expectations of the party associated with them, the other party may claim and argue during the arbitration proceedings, their validity and imposing an obligation on the other party to fulfill them. The obligation to prove the agreements reached is usually incumbent upon the party asserting the existence of such agreements and the obligations corresponding thereto.

In general, the issue of proof in disputes arising from electronic contracts of international commerce is a separate subject of scientific interest and is closely linked to the above-mentioned toolkit of online arbitrage. A new concept of electronically stored disclosure (e-disclosure) has even been introduced into academic circulation, and nowadays, the volume of requests by parties' representatives for such disclosures and their approval by the arbitral composition is only growing (Larkin *et al.*, 2021).

These trends are reflected in the new edition of the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration (IBA Rules on The Taking of Evidence in International Arbitration, 2020). These Rules define a "document" as a written report, communication, image, drawing, picture, program or data of any kind, whether recorded or stored on paper or electronically, audio, visual or otherwise, and also assumes that documents kept by a party in electronic form are provided or made available in the form most convenient or

economical for it and reasonably acceptable to the recipients (Art. 12(b) of the IBA Rules).

The International Organization for Standardization (ISO), together with the International Electrotechnical Commission, has also developed its own Guidelines for identification, collection, acquisition and preservation of digital evidence (Guidelines for identification, collection, acquisition and preservation of digital evidence, 2012).

The Guidelines state that these processes are essential for investigation to maintain the integrity of digital evidence - an acceptable methodology for obtaining digital evidence, which will contribute to their acceptability in legal and disciplinary proceedings, as well as in other necessary cases, which, without fail, affect the arbitration proceedings. However, the development of similar rules and guidelines regarding the collection, receipt and submission of electronic evidence cannot solve all the problems associated with proving in disputes on international commercial contracts in international commercial arbitration.

In practice, there will be multidimensional problems of a technical and legal nature relating to the proper access to such evidence, and the proof of the proper degree of confirmation by means of certain circumstances of the case or the parties' agreements. Since the main importance of collecting all possible evidence is to find and prove a material fact, with the obligatory consideration of the composition of the arbitration of the provisions of the law governing the issues of evidence or the rules constituting the *lex loci arbitrii* (Malacka, 2013). This is particularly difficult in the turbulent context of the conclusion and performance of electronic contracts in international trade, requiring a balanced consideration and assessment of the admissibility and sufficiency of all electronic evidence.

## Conclusions

Considering the results of the conducted research, we consider the fact of establishment and effective functioning of a qualitatively new system of current international commercial and trade activities, based on extensive use of electronic communication means. At the same time, the latter have become so important that they rightly claim to be a new methodology for doing business on a global scale.

On the legal plane is reflected, first of all, in the concept of the electronic contract, to the characteristic features of which in international trade we propose to include the electronic form of the contract itself, the use of special electronic signatures, as well as the implementation of pre-contractual and contractual communication, technical specifics of making changes and

additions to the contract, taking into account the associated features of the contract form when exchanging and saving notifications and contract data, the need to refer to the provisions of applicable law on tax and customs legislation, protection of personal data and confidential information, the impossibility of unilateral changes to the electronic text of the contract after it has been signed, and in the context of the content of the international electronic trade contract, compliance with the requirements of applicable law, including international acts, on the rights and obligations, distribution of responsibility between the parties.

On the example of the countries of North America it is worth mentioning the increasing spread of electronic methods of signing and executing international contracts in the field of development work, which at the same time imposes on the latter some of the above requirements that are not inconsistent with the object and purpose of development contracts.

In view of the subject matter of our research, we also found out that certain manifestations of electronic commercial activities in the sphere of international trade are also directly reflected in the resolution of disputes by international commercial arbitration. Among the most pressing problems of resolving disputes on international electronic commercial contracts in arbitration, we consider the requirements and validity of arbitration clauses, which are contained in such contracts, the importance of the agreements reached at the pre-contractual stage in the next settlement of disputes between the parties, evidentiary problems, which directly derive from the particularities of the conclusion and execution of the relevant contracts and require recourse to the mechanisms of appropriate verification and authentication of electronic data, which can and will be used as evidence in the arbitration proceedings.

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