

04.03.2022

Sayı : 38591462-100-2022-1415

Konu : TDT-Dijital Ekonomi Ortaklık Anlaşması Taslağı

Sirküler No: 175

Sayın Üyemiz,

Türkiye Odalar ve Borsalar Birliği (TOBB) tarafından Odamıza gönderilen 01.03.2022 tarih ve 2143 sayılı Ek'te sunulan yazıda;

Ticaret Bakanlığı'nın 23.02.2022 tarihli ve 72174486 sayılı yazısına atfen; "Türk Dünyası 2040 Vizyonu"nun uygulanmasına ilişkin "2026 Yol Haritası (2022-2026 Strateji Belgesi)" belgesinde dijital ekonomi/ticaret alanında anlaşma müzakerelerine başlanmasına yönelik bir eylemin yer aldığı belirtilmekte olup, bu kapsamda hazırlanan taslak anlaşma metnine ilişkin görüş talep edildiği ifade edilmektedir.

Bu çerçevede, Üyelerimizin söz konusu talebe dair görüşlerinin **9 Mart 2022** tarihine kadar (yusuf.durmus@denizticaretodasi.org.tr) adresine word dosyası olarak iletilmesi gerekmektedir.

Bilgilerinize arz/rica ederim.

Saygılarımla,

e-imza

İsmet SALİHOĞLU

Genel Sekreter

Ek:TDT-Dijital EkonomiOrtaklik Anlasmasi Taslagi (21 sayfa)

Dağıtım:

Gereği:

- Tüm Üyeler (WEB sayfası ve e-posta ile)
- İMEAK DTO Şube ve Temsilcilikleri
- Türk Armatörler Birliği
- S.S. Armatörler Taşıma ve İşletme Kooperatifi
- GİSBİR (Türkiye Gemi İnşa Sanayicileri Birliği Derneği)
- Gemi, Yat ve Hizmetleri İhracatçıları Birliği
- VDAD (Vapur Donatanları ve Acenteleri Derneği)
- TÜRKLİM (Türkiye Liman İşletmecileri Derneği)
- KOSDER (Koster Armatörleri ve İşletmecileri Derneği)
- DEM-BİR (Deniz Ürünleri Avcıları Üreticileri Merkez Birliği)

Bilgi:

- Yönetim Kurulu Başkan ve Üyeleri
- İMEAK DTO Şube YK Başkanları

Bu belge, 5070 sayılı Elektronik İmza Kanuna göre Güvenli Elektronik İmza ile İmzalanmıştır.

Evrakı Doğrulamak İçin : <https://ebys.denizticaretodasi.org.tr/enVision/Dogrula/BS468F3H3>
Bilgi için: Yusuf Ziya DURMUŞ Telefon: E-Posta: yusuf.durmus@denizticaretodasi.org.tr
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İSTANBUL VE MARMARA, EGE, AKDENİZ, KARADENİZ BÖLGELERİ

ISTANBUL & MARMARA, AEGEAN, MEDITERRANEAN, BLACKSEA REGIONS

DENİZ TİCARET ODASI



CHAMBER OF SHIPPING

Bu belge, 5070 sayılı Elektronik İmza Kanuna göre Güvenli Elektronik İmza ile İmzalanmıştır.



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Sayı : E-34221550-100-2143

Tarih: 01.03.2022

Konu : TDT-Dijital Ekonomi Ortaklık Anlaşması Taslağı

TÜM ODALAR (Genel Sekreterlik)

İlgi : Ticaret Bakanlığı'ndan alınan 23.02.2022 tarihli ve 72174486 sayılı yazı.

Ekte bir örneği sunulan ilgi yazıda, "Türk Dünyası 2040 Vizyonu"nun uygulanmasına ilişkin "2026 Yol Haritası (2022-2026 Strateji Belgesi)" belgesinde dijital ekonomi/ticaret alanında anlaşma müzakerelerine başlanmasına yönelik bir eylemin yer aldığı ifade edilerek, bu kapsamda hazırlanan taslak anlaşma metnine ilişkin görüş talep edilmektedir.

Bu itibarla, bahse konu talebe dair görüşlerinizin **12 Mart 2022** tarihine kadar Birliğimize (ozlem.ozkan@tobb.org.tr) word dosyası olarak iletilmesi hususunda gereğini rica ederim.

Saygılarımla,

e-imza

Mustafa SARAÇÖZ
Genel Sekreter

EK:

- 1- Ticaret Bakanlığı'ndan alınan yazı (2 sayfa)
- 2- Digital Economy Partnership Agreement (18 sayfa)





T.C.
TİCARET BAKANLIĞI
Uluslararası Anlaşmalar ve Avrupa Birliği Genel Müdürlüğü

Sayı : E-29002382-730.01-00072174486
Konu : TDT-Dijital Ekonomi Ortaklık Anlaşması
Taslağı

DAĞITIM YERLERİNE

Türk Devletleri Teşkilatı (TDT) nezdinde kabul edilen "Türk Dünyası 2040 Vizyonu" nun uygulanmasına ilişkin "2026 Yol Haritası (2022-2026 Strateji Belgesi)" kapsamında dijital ekonomi/ticaret alanında anlaşma müzakerelerine başlanmasına yönelik bir eylem de yer almaktadır.

Bu çerçevede, TDT üyeleri ile ekonomik ve ticari ilişkilerimiz de göz önüne alınarak, gerek Dünya Ticaret Örgütü (DTÖ) bünyesinde devam eden elektronik ticaret anlaşması müzakereleri gerekse ülkemiz ve diğer ülkelerce ikili bazda müzakere edilen/imalanan dijital ekonomi/dijital ticaret anlaşmalarındaki maddelerden de faydalanılarak hazırlanan taslak anlaşma metni ilişikte sunulmaktadır.

Metinde başta Bakanlığımız görev alanında yer alan konular olmak üzere, "dijital ekonomi" alanına girebilecek ve ekonomik ilişkileri de doğrudan ya da dolaylı olarak etkileyebilecek birçok hususa yer verilmiştir.

Bilgileri ile bir örneği ekli anlaşma metnine yönelik Kurumunuz görüşlerinin **18 Mart 2022 tarihine kadar** Bakanlığımıza ve elektronik ortamda hta@ticaret.gov.tr adresine iletilmesi hususunda gereğini arz ve rica ederim.

Atilla BASTIRMACI
Bakan a.
Genel Müdür Yardımcısı V.

Ek: Digital Economy Partnership Agreement

Bu belge güvenli elektronik imza ile imzalanmıştır.

Belge Doğrulama Kodu: 2812704E-584E-48FE-AB49-3AC8ED517E99

<https://www.turkiye.gov.tr/ticaret-bakanligi-ebys>

Adres: Ticaret Bakanlığı Söğütözü Mahallesi 2176. Sokak No:63 Çankaya

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e-Posta: kosanc@ticaret.gov.tr

İnternet Adresi: www.ticaret.gov.tr

KEP Adresi:

Ayrıntılı bilgi için:

Çiğdem KOŞAN

Daire Başkanı

Telefon No: 03122048369



Dağıtım:

Gereği:

Cumhurbaşkanlığına (Dijital Dönüşüm Ofisi Başkanlığı)

Cumhurbaşkanlığına (Strateji ve Bütçe Başkanlığı)

Adalet Bakanlığına (Dış İlişkiler ve Avrupa Birliği Genel Müdürlüğü)

Hazine ve Maliye Bakanlığına (Dış Ekonomik İlişkiler Genel Müdürlüğü)

Ulaştırma ve Altyapı Bakanlığına (Avrupa Birliği ve Dış İlişkiler Genel Müdürlüğü)

Sanayi ve Teknoloji Bakanlığına (Avrupa Birliği ve Dış İlişkiler Genel Müdürlüğü)

Bilgi Teknolojileri ve İletişim Kurumuna (Uluslararası İlişkiler Dairesi Başkanlığı)

Gelir İdaresi Başkanlığına

Kamu İhale Kurumu Başkanlığına

Bankacılık Düzenleme ve Denetleme Kurumuna

(Kurumsal İletişim ve Dış İlişkiler Daire Başkanlığı)

Sermaye Piyasası Kurulu Başkanlığına (Kurumsal İletişim Dairesi Başkanlığı)

Rekabet Kurumu Başkanlığına

Kişisel Verileri Koruma Kurumu Başkanlığına

Türkiye Cumhuriyet Merkez Bankası Başkanlığına (İletişim ve Dış İlişkiler Genel Müdürlüğü)

Türkiye Bilimsel ve Teknolojik Araştırma Kurumu Başkanlığına

Küçük ve Orta Ölçekli İşletmeleri Geliştirme ve

Destekleme İdaresi Başkanlığına

Türkiye Cumhuriyeti Devlet Demiryolları İşletmesi Genel Müdürlüğüne

Türkiye Odalar ve Borsalar Birliği Başkanlığına (Avrupa Birliği ve Dış İlişkiler Daire Başkanlığı)

Dış Ekonomik İlişkiler Kurulu Başkanlığına

Bilişim Sanayicileri Derneğine(Tübisad)

Türkiye Bilişim Derneğine

Uluslararası Nakliyeciler Derneğine

Uluslararası Taşımacılık ve Lojistik Hizmet Üretenleri Derneğine (Utikad)

Türkiye Özel Sektör Havacılık İşletmeleri Derneğine

Türk Hava Yolları Kargo A.O.A'na

Bilgi:

Dışişleri Bakanlığına (Çok Taraflı Ekonomik İşler Genel Müdürlüğü)

Bu belge güvenli elektronik imza ile imzalanmıştır.

Belge Doğrulama Kodu: 2812704E-584E-48FE-AB49-3AC8ED517E99

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Çiğdem KOŞAN

Daire Başkanı

Telefon No: 03122048369



**Draft Text Proposal as of
25.02.2022**

DIGITAL ECONOMY PARTNERSHIP AGREEMENT

BETWEEN THE MEMBERS OF THE ORGANIZATION OF TURKIC STATES

The Government of The Republic of Azerbaijan, The Government of The Republic of Kazakhstan, The Government of The Kyrgyz Republic, The Government of The Republic of Türkiye and The Government of The Republic of Uzbekistan, (hereinafter each individually referred to as a “Party” or collectively as the “Parties”)

BASED ON the Nahchivan Agreement on the Establishment of The Cooperation Council of Turkic Speaking States signed on October 3, 2009;

WITH THE SPIRIT of rooted amity and fraternity;

RECALLING the priorities set in the “Turkic World Vision-2040” and “The Strategic Road Map for 2022-2026”,

AFFIRMING the commitment to advance partnership cooperation on matters relating to the digital economy;

DESIRING to benefit from the economic opportunities and the wider access to goods and services brought about by the digital economy including electronic commerce;

ACKNOWLEDGING the evolving nature of digital economy and continuous evolution of this Agreement accordingly with the spirit of expanding cooperation between the Parties;

NOTING the importance of digital economy in promoting inclusive economic growth and empowerment of women, youth and persons with disabilities in international trade;

CONSCIOUS OF the shared interest in protecting critical infrastructure and ensuring safe and reliable digital platforms for consumers and businesses;

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

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

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 (hereinafter referred to as “electronic commerce”) and cooperation in related parts of the digital economy.

Article 2

Objectives

The objectives of this Agreement are to:

- (a) strengthen trade relations between the Parties through electronic commerce;
- (b) promote sustainable and stable development of the digital economy within the territories of the Parties and between the Parties;
- (c) support the growth of economic activity between the Parties;
- (d) expand the scope of cooperation between the Parties on matters concerning digital economy;
- (e) establish new and transparent standards that will support the growth and effective regulation of digital economy;
- (f) facilitate greater business-to-business links between the Parties;
- (g) foster participation of SMEs in digital economy;
- (h) promote the consumer confidence in digital economy.

Article 3

Definitions

For the purposes of this Agreement:

consumer means any natural or juridical person who is acting for purposes which are outside his/her trade, business, craft or profession;

electronic invoice means an invoice that has been issued, transmitted and received in a structured electronic format defined in the relevant domestic legislation of the Parties which allows for its automatic and electronic processing

electronic invoicing or e-invoicing means automatic and electronic processing of electronic invoice;

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;

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;

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25.02.2022**

FinTech means the use of technology to improve and automate the delivery and use of financial services

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;

personal data means any information relating to an identified or identifiable natural person;

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 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 4

Payments and Transfers

1. Each Party shall permit all transfers and payments relating to electronic commerce, where market access is granted according to national legislation, to be made freely and without delay into and out of its territory.
2. Each Party shall permit the transfers and payments referred to in paragraph 1 to be made in a freely usable currency at the market rate of exchange prevailing at the time of transfer.
3. Notwithstanding paragraph 1 and 2, a Party may prevent or delay a transfer or payment through the equitable, non-discriminatory, and good faith application of its laws relating to:
 - (a) bankruptcy, insolvency, or the protection of the rights of creditors;
 - (b) issuing, trading, or dealing in securities, futures, options, or derivatives;
 - (c) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities;
 - (d) criminal or penal offences; or
 - (e) ensuring compliance with the orders or judgments in judicial or administrative proceedings.

Article 5

Restrictions to safeguard the Balance of Payments

**Draft Text Proposal as of
25.02.2022**

1. Where a Party is in serious balance of payments and external financial difficulties or threat thereof, it may adopt or maintain restrictions on trade in services in accordance with Article XII of the GATS.
2. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the Joint Committee pursuant to Article 27.

Article 6

General and Security Exceptions

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

Article 7

Confidentiality of Information

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to any information the disclosure of which it determines to be confidential or contrary to its essential security interests.

Article 8

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 9

Paperless Trading

1. Each Party shall endeavour to make all trade administration documents available to the public in electronic form and in a machine-readable format.
2. 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.
3. 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.
4. 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.
5. The type of data and documents referred to in paragraph 4 shall be jointly determined by the Parties under the Joint Committee, and after 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 role of internationally recognised and, if available, open standards in the development and governance of the data exchange systems.²
7. The Parties shall cooperate and collaborate on new initiatives which promote and advance the use and adoption of systems that facilitate the data exchange referred to in paragraph 4, 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.

Article 10

Domestic Electronic Transactions Framework

1. Each Party shall endeavour to adopt or maintain a similar legal framework governing electronic commerce.

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 4.

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 11

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 12

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 consider its measures related to e-invoicing to be based on international standards, guidelines or recommendations, where they exist.
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

³ The information may include schedules, routes, destination stops

(b) generate awareness of and build capacity for e-invoicing.

Article 13

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 as soon as possible 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. Each Party shall review the quantity and value limits applied to goods to be considered as expedited shipments 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.

[4.Placeholder: on a possible “de minimis” provision]

Article 14

Electronic Payments

1. Noting the rapid growth of electronic payments, the 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:

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

**Draft Text Proposal as of
25.02.2022**

- (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 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.
- (c) The Parties shall endeavour to enable cross-border authentication and electronic know-your-customer of individuals and businesses using digital identities.
- (d) The Parties recognise the importance of upholding safety, efficiency, trust and security in electronic payment systems through regulation.
- (e) 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.

Article 15

Domestic Supplier Database

Each Party 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 16

Availability of Information

1. Each Party shall include on its website 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 endeavor 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) trade promotion programmes;
- (d) government procurement opportunities; and
- (e) 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. Each Party shall respond promptly to any request by another Party for specific information on any of its existing and new laws or regulations referred to in paragraph 2.

SECTION III

ESTABLISHING BUSINESS AND CONSUMER TRUST

Article 17

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 Party issuing electronic certificate and/or creating electronic signature shall be liable for damage caused intentionally or negligently to any natural or legal person due to a failure to perform in line with its applicable rules and regulations.

3. The competent authorities of each Party shall constitute the necessary foundation, if possible, to fulfil the mutual recognition of electronic signatures between the Parties in terms of common electronic signature formats and certificate profiles.

4. 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. Before meeting, each Party shall inform other Parties about its applicable laws and regulations on electronic signature and certification services.

5. Except in circumstances otherwise provided for under its law, a Party shall not deny the legal validity of a signature solely on the basis that the signature is in electronic form.

6. No Party shall adopt or maintain domestic laws and regulations on electronic signatures that would prevent parties to an electronic transaction from having the opportunity to prove in court, or before juridical or administrative authorities, that their electronic transaction complies with applicable legal requirements with respect to electronic signatures.

Article 18

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 19

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. Each Party shall adopt a comprehensive consumer education and awareness strategy for their natural and legal persons with respect to e-commerce transactions.

8. 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.

9. 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 fraudulent, misleading and deceptive conduct, including in the enforcement of their consumer protection laws, with respect to online commercial activities.

10. 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.

11. The Parties shall endeavour to create measures of legal protections for consumers of another 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, misleading 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.

12. 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 20

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 explicit 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.
5. Each Party shall encourage enterprises in its territory to publish, including on the internet, their policies and procedures related to protection of personal data.
6. Recognising that the Parties may take different legal approaches to protecting personal data, the Parties shall endeavour to exchange information and share experiences on any such mechanisms applied in their jurisdictions.

SECTION IV

COOPERATION

Article 21

General Cooperation on E-commerce

1. The 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.

Article 22

Cooperation on Small and Medium Enterprises (SMEs)

1. The Parties recognise the fundamental role of SMEs in maintaining dynamism and enhancing competitiveness in electronic commerce.
2. With a view towards enhancing trade and investment opportunities for SMEs in electronic commerce, the Parties shall endeavour to:
 - (a) exchange information and best practices in leveraging digital tools and technology to improve the capabilities and market reach of SMEs;
 - (b) cooperate in other areas that could help SMEs adapt and thrive in electronic commerce;
 - (c) encourage participation by SMEs in online platforms and other mechanisms that could help SMEs link with international suppliers, buyers and other potential business partners; and
 - (d) foster close cooperation on electronic commerce between SMEs of the Parties.

Article 23

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 24

Cybersecurity Cooperation

1. Noting that the Parties have a shared vision to promote secure electronic commerce to achieve global prosperity, they recognise that cybersecurity is critical for establishing trust in electronic commerce.
2. The Parties further recognise the importance of:
 - (a) building the capabilities of their national entities responsible for computer security incident response;

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- (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;
- (c) workforce development in the area of cybersecurity, including through possible initiatives relating to mutual recognition of qualifications;
- (d) meeting all relevant national and international legislative statutory, regulatory and contractual requirements related to cybersecurity;
- (e) security mechanisms and procedures that, taken together, in order to constitute a security architecture for e-commerce;
- (f) protections in place to ensure that data collected about individuals are not disclosed without the individuals' explicit consent nor used for purposes other than that for which they are collected;
- (g) regular programs of audit and assessment of the security of ecommerce environments and applications to provide assurance that cybersecurity controls are effective.

Article 25

Government Procurement Cooperation

The Parties recognise that electronic commerce 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 26

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.
- (d) any other form of technical cooperation agreed by the Parties.

2. The Parties shall cooperate, as appropriate, on issues of competition law enforcement in digital markets, including through notification, consultation and the exchange of non-confidential 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 27

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) examine 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 as otherwise decided by the Parties.

5. The Joint Committee may establish any other Sub-Committee or Working Group, as it deems necessary.

6. 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.

7. Meetings of the Joint Committee shall be chaired by the Secretariat of the Organization of Turkic States. The Secretariat shall provide any necessary administrative support for such session, and shall notify the other Parties of any decision of the Joint Committee.

8. 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.

9. At each meeting of the Joint Committee, each Party shall report on its plans for, and progress towards, implementing this Agreement.

Article 28

yorum [ÇK1]: This part should be reviewed by the OTS Secretariat and revised in line with the expected role of the Secretariat for the implementation of this Agreement.

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 Azerbaijan: or its successor;
 - b) for the the Republic of Kazakhstan: or its successor;
 - c) for the the Kyrgyz Republic: or its successor;
 - d) for the the Republic of Türkiye: Ministry of Trade, Directorate General for International Agreements and the European Union, or its successor; and
 - e) 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. Any notification, request, or information under this Agreement shall be conveyed to the other Parties through their contact points.
4. On request of a Party, the other Party or Parties, which receive such request, shall provide information and respond to questions pertaining to any actual or proposed measure.
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 Parties of any changes of its contact point in due time.

SECTION VI

FINAL PROVISIONS

Article 29

Dispute Settlement

[Placeholder: Parties to have conceptual discussion on a possible Dispute Settlement Chapter]

Article 30

Amendments

1. This Agreement may be amended by mutual consent, in writing, of the Parties and such amendments shall enter into force in accordance to Article 31 of this Agreement.
2. An amendment shall constitute an integral part of this Agreement.

Article 31

Entry into Force

1. This Agreement shall be approved by the Parties in accordance with their respective legal procedures.
2. This Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures for the entry into force of this Agreement.

Article 32

The Depositary

1. The depositary of this Agreement is
2. The original copy

Signed in on 202X, in a single original copy in the Azerbaijani, Kazakh, Kyrgyz, Turkish, Uzbek and English languages, which shall be deposited with the Depositary, who shall transmit certified copies to all the Parties.

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All texts are equally authentic. In case of divergence, the English text shall prevail.

For the Republic of Azerbaijan

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For the Republic of Kazakhstan

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For the Kyrgyz Republic

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For the Republic of Türkiye

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For the Republic of Uzbekistan

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