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**NATIONAL STANDARD OF THE
PEOPLE'S REPUBLIC OF CHINA**

GB/T 19252-2010

Replacing GB/T 19252-2003

Electronic commerce agreement

电子商务协议样本

(English Translation)

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Foreword

This revised standard adopts UNECE simplify trade procedures and business Electrotechnical Commission (UN/CEFACT) Recommendation No. 31 "level Commerce agreement. " this standard UN/CEFACT Recommendation No. 31 (English version) The main differences are as follows.

--- New terms and definitions chapter;

--- The UN/CEFACT Recommendation No. 31 concerning the adjustment of this standard explanatory material in Appendix A;

--- Reg numbers have been adjusted.

This standard replaces GB/T 19252-2003 "Electronic Commerce Agreement." this standard and GB/T 19252-2003 compared to major changes are.

--- The original name of the standard "Electronic commerce agreement" to "E-commerce agreements are";

--- Revised standard foreword;

--- Modify a standard introduction;

--- Chapter 1 original standard limited part in Appendix A;

--- Deleting the original standard Chapter 2;

--- Original standard in Chapter 3 of the terms and definitions have been modified (Chapter 2 of this standard);

--- Chapter 4, the original standard name "sign convention" to "E-commerce agreements are structured and sign agreement" (Article 3 of this Standard Chapter), and an increase in e-commerce agreement sample structure content.

Appendix A of this standard is an informative annex.

This standard by the National Standardization Technical Committee of e-business and focal points.

This standard drafting units. China National Institute of Standardization, China Association of Enterprises with Foreign Trade and Economic Cooperation, Ministry of Commerce Quota License Bureau.

Introduction

E-commerce business to improve operational efficiency, reduce costs and business process-related offers new opportunities, but also to take advantage of this new Business and trade enterprises to enhance their competitive edge.

The emergence and use of the Internet e-commerce platform for users to transmit data, in electronic form and the management contract for the new industry can develop Business models business processes to provide a range of new technologies.

Traditional, paper-based legal framework and operational procedures such as manual signatures, business requirements, and is currently in the adaptation of these new Process technology being. Globally, e-commerce in 1996 UNCITRAL (UNCITRAL) adopted by the Service Model Law (ModelLaw) for the revision of the relevant law provides a framework. Some international organizations such as the World Trade Organization (WTO), UNECE will simplify trade procedures and business Electrotechnical Commission (UN/CEFACT), the Organization for Economic Cooperation and Development (OECD), the United Nations Committee on Trade and Development (UNCTAD), International Chamber of Commerce (ICC) are all active in the global e-commerce market appeared to produce a Some key legal issues with government and business to discuss. In terms of regional or local, the law against these problems are posing new formulation or enact.

Although the legal framework for global electronic commerce market is taking shape and perfect, and to build a better e-commerce market integrity ring Habitat plays an extremely important role, however, many problems arise in the application of electronic commerce, in the form of contract settlement is still a relatively Good solution.

In order to establish a business environment of trust between entities, drawing on the development of EDI exchange agreement (UN/CEFACT Recommendation No. 26, GB/T 17629-1998) based on the experience gained, UN/CEFACT in March 2000, adopted this recommendation and as a UN/CEFACT Recommendation No. 31.

UN/CEFACT is recommended to use this Recommendation as the agreements are in the

form of contracts for the operation of e-commerce. The sample to be considered Suppliers Pragmatic framework agreed the basic terms of the body, combined with the flexibility needed to deal with the daily business transactions.

E-commerce agreement designed to meet the business needs of e-commerce partner companies and enterprises, which includes a basic set of provisions that to ensure that one or more e-commerce transactions between business partners completed within a sound legal framework.

E-commerce agreement focuses on the representation of all e-commerce transactions for electronic communication. A proposal for concluding together only on the basis of EDI Relations with business partners continue to use EDI exchange agreement; on the basis of recommendations made include EDI, including a series of e-commerce technology on Contractual relationship partner adoption of e-business protocol and, if necessary, replace all EDI exchange agreement with e-commerce agreement.

E-commerce agreement sample

1 Scope

This standard specifies the sample agreement in the form of contract management of e-commerce.

This standard applies to enterprises and between enterprises (B2B) e-commerce.

2 Terms and definitions

The following terms and definitions apply to this standard.

Offeror proposer

The party giving notice of the offer.

Accept the Offeror acceptor Issued a notice accepting the offer side.

Offer notification instrumentoffer A participant made by electronic means enter into commercial contractual relationships or sent out to the other party involved in the transaction accordingly Lease approximately. Offer initial notification also can not accept the proposed terms of the participants used and, after modifying it, the original sender to issue a new About notification.

Acceptance of the offer notice instrumentofacceptance Recipient of the offer notice after accepting the terms of the offer set forth in the notice, notification is returned to the Offeror.

Structure and Symbol Conventions 3 E-commerce agreement sample

3.1 Structure of e-commerce agreement sample

E-commerce agreements are made an offer notice and acceptance of an offer notice of two parts. Offer and acceptance of an offer notice notification by e-commerce Service Agreement and the composition of e-commerce transactions. The use of the protocol described in Appendix A. samples

3.2 Notational Conventions

Sample e-commerce agreement contains several provisions for participants to choose between two or more options. These options are marked in the enclosed no. ([]) inside, and a slash (/) partition. If the parties do not choose to options, places as the default option with the underscore key, suddenly There are no options slightly underlined.

4.1 Participation in inter-party agreement

When a dispute occurs between parties signing this Agreement, shall be signed this Agreement shall prevail.

4.2.1 Overview

Offer the Offeror to accept the direction of proposing to enter into the following agreement. Thereafter, any communication between the parties shall be bound by this Agreement by ["level Commerce agreement "word/specify other identification code or otherwise of the alleged agreement] to refer to this agreement.

Made an offer to accept the contract and e-commerce protocol, it does not mean that the obligation to make any further participation in the contractual relationship between the parties.