

## THE UNECIC: INTERNATIONAL TRADE IN THE DIGITAL ERA

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### Summary

The use of electronic communications in international trade communications and transactions has raised some concerns about the legal validity and legal certainty of such communications. The perception that this type of communication causes legal uncertainty has caused UNCITRAL to develop a draft convention which has now been adopted by the United Nations as the *Convention on the Use of Electronic Communications in International Contracts*, 2005 (UNECIC). This contribution traverses the legislative history of the UNECIC, its scope and purpose as a background for an initial analysis of the provisions of the Convention.

The author refers to interpretational methods and techniques developed and used for the *United Nations Convention on Contracts for the International Sale of Goods*, 1980 (CISG) as a possible approach to the interpretation and application of the UNECIC. The CISG is a highly successful convention and there will be an inevitable interaction between the two conventions once the UNECIC comes into operation due to the provisions of article 20 of the UNECIC. It is argued that the UNECIC will be able to draw on the experience with the CISG due to the similarity in the interpretational provisions of the two conventions. For this purpose a number of the underlying principles of the UNECIC is abstracted and discussed.

The article concludes with a brief critical exposition of the provisions of the UNECIC. The convention is very new and consequently very little analysis on it

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has been published to date. It is concluded that the convention represents a clear and sensible solution to the issues and perceptions of legal uncertainty raised by electronic communications in international transactions and should be widely adopted.