

## Consolidated Bibliography of recent writings related to the work of UNCITRAL (1968 – 2007)

### VI. Electronic commerce

- Aalberts, B.P. and S. Van der Hof. Digital signature blindness analysis of legislative approaches to electronic authentication. *EDI law review* (The Hague) 7:1-55, 2000.
- Abascal Zamora, J.M<sup>a</sup>. Los trabajos de la UNCITRAL sobre el comercio electrónico. *Financiero*: [sección] guía legal (México, D.F.) 1996. In Spanish. Translation of title: The work of UNCITRAL on electronic commerce. In 25 instalments: Introducción. In three instalments: Pt. 1-3 in 10(2A), 17(6A), 24(9A) de abril. Ley Modelo de la CNUDMI sobre Transferencias Internacionales de Crédito. In eight instalments: Pt. 4-8 in 2(7A), 8(3A), 15(3A), 22(2A), 29(2A) de mayo; Pt. 9-10 in 5(3A), 19(2A) de junio; Pt. 11 in 3(2A) de julio. Ley Modelo de la CNUDMI sobre el Comercio Electrónico. In 14 instalments: Pt. 12-15 in 10(5A), 17(13A), 24(2A), 31(2A) de julio; Pt. 16-19 in 7(2A), 14(5A), 21(2A), 28(3A) de agosto; Pt. 20-23 in 4(9A), 11(3A), 18(2A), 25(5A) de septiembre; Pt. 24-25 in 24(6A), 31(16A) de octubre. Running title of newspaper: *Financiero, análisis*.
- Abhilash, C.M. E-commerce law in developing countries: an Indian perspective. *Information & communications technology law* (Abingdon, U.K.) 11:3:269-281, 2002.
- Allende, L.A. and M.A. Miglino. Internet law: international electronic contracting: the UN contribution. *IBLS internet law – news portal*, 20 November 2006. Electronic resource, available online via <http://www.ibls.com>.
- Andersen, M.B. Electronic commerce: a challenge to private law? Roma, Centro di studi e ricerche di diritto comparato e straniero, 1998. 29 p. (Saggi, conferenze e seminari = Centro di studi e ricerche di diritto comparato e straniero; 32).
- \_\_\_\_\_. The UNCITRAL draft model law on EDI: its history and its fate. *Lex electronica – international journal of law*, Winter, 1995. Available at [http://www.lex-electronica.org/docs/articles\\_209.html](http://www.lex-electronica.org/docs/articles_209.html)
- Aschauer, C. Arbitration and new technologies: basic features of Austrian legislation in the field of e-commerce. *Croatian arbitration yearbook* (Zagreb) 8:31-43, 2001.
- Astrup, J. Clearing up e-contracting issues: self-regulation is a better approach, says ICC, than the convention being drafted by UNCITRAL. *Legal times* (Washington, D.C.) 21 July 2003. p. 21.
- Australia. Attorney General's Department and Law Council of Australia. Twenty-first International Trade Law Conference: Sydney, 17-18 October 1994: papers. Canberra ACT, Office of Legal Information and Publishing, 1994. Title of paper dealing with UNCITRAL texts in the field: Session 5: The UNCITRAL Draft Model Law on Legal Aspects of Electronic Data Interchange (EDI) and Related Means of Communication: recent developments / J. Clift, p. 423-436.
- Australia. Working Group of Officials. National competition policy: review of the Bills of Exchange Act 1909. Canberra, Commonwealth of Australia, 2003. 117 p. Available online at <http://archive.treasury.gov.au/contentitem.asp?pageId=&ContentID=688>

- Axelrud de Lendner, R.M. Informe sobre el Proyecto de Régimen Uniforme para el uso de la firma electrónica (ONU, 25 de febrero de 1999) = Rapport relatif au projet de Régimen Uniforme pour l'emploi de la signature électronique (ONU, le 25 février 1999). *Revista internacional del notariado* (Buenos Aires) 98:93-97, 1999. In Spanish and French on facing columns.
- Bakhin, S.V. and A.V. Zazhigalkin. (Бахин, С.В. и А.В. Зажигалкин). Электронная коммерция: правовые проблемы конвенционного регулирования. *Журнал международного частного права* (Санкт-Петербург) 38:4:1-33, 2002. In Russian. Translation of title: Electronic commerce: legal problems of conventional regulation.
- Ballarino, T. I contratti conclusi in Internet. In *Zaštita potrošača i ulagatelja u europskom i hrvatskom pravu*. Tomljenović, V. and E. Čulinović-Herc, eds. Rijeka, Pravni fakulteta Sveučilišta u Rijeci, 2005. p. 91-122. In Italian, with summary in English. Title in English: Contracts concluded through Internet.
- Balloon, A.M. From was seals to hypertext: electronic signatures, contract formation, and a new model for consumer protection in internet transaction. *Emory law journal* (Atlanta, Ga.) 50:905-937, 2001.
- Beale, H. and L. Griffiths. Electronic commerce: formal requirements in commercial transactions. *Lloyd's maritime and commercial law quarterly* (London) 4:467-484, 2002.
- Bellégo, A. and B. Beer. Legal aspects of trade data interchange. *Journal of world trade law* (London) 20:6:690-701, November-December 1986.
- Benabou, V.L. Should there be a minimum harmonization of the law? In *Internet international law. International and European studies and comments*. G. Chatillon, ed. Bruxelles, Bruylant, 2005. p. 167-178.
- Berg, A.J. van den. The 1958 New York Arbitration Convention revisited. *ASA special series* (Basel) 15:125-146, 2001.
- Bernstorff, C.G. Graf von. Der Abschluss elektronischer Verträge. *Recht der internationalen Wirtschaft* (Heidelberg) 48:3:179-182, 2002. Translation of title: Electronic contracting.
- \_\_\_\_\_. Ausgewählte Rechtsprobleme im Electronic Commerce. *Recht der internationalen Wirtschaft* (Heidelberg, Germany) 46:1:14-20, Januar 2000. In German. Translation of title: Selected juridical problems in electronic commerce.
- \_\_\_\_\_. Deutsches Recht in einer elektronischen Geschäftswelt. *Recht der internationalen Wirtschaft* (Heidelberg, Germany) 49:1, 2003. In German. Translation of title: German law in an electronic commercial world.
- Blecher, M.J. Party autonomy: choice of law, jurisdiction, and model agreements. (panel discussion). *Arizona journal of international and comparative law* (Tucson, Ariz.) 17:1:157-169, winter 2000.
- Blythe, S.E. China's new electronic signature law and certification authority regulations: a catalyst for dramatic future growth of e-commerce. *Chicago-Kent journal of intellectual property* (Chicago, Ill.) 7:1:1-32, 2007.
- \_\_\_\_\_. Digital signature law of the United Nations, European Union, United Kingdom and United States: promotion of growth in e-commerce with enhanced security. *Richmond journal of law and technology* (Richmond, Va.) 11:2, 2005. Available at <http://law.richmond.edu/jolt/v11i2/article6.pdf>

- \_\_\_\_\_. Hong Kong electronic signature law and certification authority regulations: promoting e-commerce in the world's "most wired" city. *North Carolina journal of law & technology* (Chapel Hill, N.C.) 7:1:1-65, 2005.
- Boss, A.H. Electronic commerce and the symbiotic relationship between international and domestic law reform. *In Teaching sales law in a global context: the reciprocal influence of domestic sales law (article 2) on private international law (CISG & UNIDROIT) and private international law on revised article 2. Tulane law review* (New Orleans, La.) 72:6:1925-2111, June 1998, p. 1931-1984.
- \_\_\_\_\_. Taking UCITA on the road: what lessons have we learned? *Roger Williams University law review* (Bristol, R.I.) 7:167-213, 2001. Discusses United Nations Sales Convention (1980) in the context of electronic commerce issues.
- \_\_\_\_\_. The Uniform Electronic Transactions Act in a global environment. *Idaho law review* (Moscow, Idaho) 37:275-351, 2001.
- Bouchard, C. and M. Lacoursière. Les enjeux du contrat de consommation en ligne. *Revue générale de droit* (Ottawa) 33:3:373-438, 2003.
- Brazell, L. Electronic signatures law and regulation. London, Sweet and Maxwell, 2004. xxx, 550 p.
- Brin, J.P. The protective roles of the law as regards technology. *In Internet international law. International and European studies and comments.* G. Chatillon, ed. Bruxelles, Bruylant, 2005. p. 467-481.
- Brito Cunha Júnior, E. Os contratos eletrônicos e o novo código civil. *Revista CEJ* (Brasília) 19:62-77, 2002. In Portuguese. Translation of title: Electronic contracts and the new civil code. Available online at <http://www.cjf.jus.br/revista/numero19/artigo7.pdf>
- Butler, S.-J. Certification, authentication, and electronic signatures. (panel discussion). *Arizona journal of international and comparative law* (Tucson, Ariz.) 17:1:149-156, winter 2000.
- Caprioli, E.A. and R. Sorieul. Le commerce international électronique: vers l'émergence de règles juridiques transnationales. *Journal du droit international* (Paris) 124:2:323-393, avril-mai-juin, 1997. Contents: Pt.1 describes the work of international organizations in the field of trade facilitation and unification of commercial law as far as involved in electronic commerce, p. 328-367 — Pt. 2 is entirely devoted to the UNCITRAL Model Law on Electronic Commerce (1996), p. 367-393 — Annex reproduces the text of the UNCITRAL Model Law, p. 394-401.
- Caprioli, E.A. Droit matériel international du commerce électronique. *In Droit international de l'économie numérique. 2. éd.* Paris, Lexis Nexis, 2007. Ch. 2. p. 81-98.
- \_\_\_\_\_. L'EDI revu et corrigé par l'ONU: un texte précurseur, de portée internationale. *Moci: moniteur du commerce international* (Paris) 1255:96-97, hebdomadaire du 17 au 23 octobre 1996.
- \_\_\_\_\_. International aspects of electronic commerce. *In Internet international law. International and European studies and comments.* G. Chatillon, ed. Bruxelles, Bruylant, 2005. p. 179-189.
- \_\_\_\_\_. Un texte précurseur en matière de commerce électronique: la loi type de la Commission des Nations Unies pour le droit commercial international (CNUDCI). *Revue de droit de l'informatique et des télécoms = Computer & telecoms law review* (Paris) 3:88-90, 1996.

- Cárdenas, S.L.F. de and L.B. Scotti. La convención sobre utilización de las comunicaciones electrónicas en los contratos internacionales: un avance hacia la armonización legislativa en materia de contratación electrónica. *Revista científica de UCES* (Buenos Aires) 11:1:59-89, 2007.
- Castellani, L.G. UNCITRAL developments on arbitration agreements in electronic form. *Arbitrator & mediator* (Melbourne) 24:1:19-24, 2005.
- Chan, W.-T. Legal issues in e-commerce and electronic contracting: the Singapore position. Asean Law Association. 8th General Assembly, Singapore, 29 November - 2 December, 2003. Conference paper. Available online at <http://www.aseanlawassociation.org/workshop.html>
- Chandler, G.F., III. Maritime electronic commerce for the twenty-first century. *Tulane maritime law journal* (New Orleans, La.) 22:2:463-510, summer 1998. Appendix B reproduces the text of the UNCITRAL Model Law on Electronic Commerce (1996), p. 503-510. A shorter version of the article was presented at the Centenary of the Comité Maritime International, Antwerpen, 10 June 1997 — Footnote\*. See below under International Maritime Committee Centenary Conference.
- Chong, K.W. and J.S. Chao. United Nations Convention on the Use of Electronic Communications in International Contracts: a new global standard. *Singapore academy of law journal* (Singapore) 18:116-202, 2006.
- Christensen, Sh. Formation of contracts by email: is it just the same as the post? *Queensland University of Technology Law & Justice journal* (Queensland, Australia) 1:1:22-38, 2001.
- Clift, J. Electronic commerce: the UNCITRAL Model Law and electronic equivalents to traditional bills of lading. *International business lawyer* (London) 27:7:311-317, July/August 1999.
- CNUDCI, Groupe de travail sur les échanges de données informatisées: les documents de transport maritime dans un environnement électronique: (Vienne, 26 février - 8 mars 1996). *Revue de droit de l'informatique et des télécoms = Computer & telecoms law review* (Paris) 3:90-97, 1996. These are excerpts from UNCITRAL document A/CN.9/421 of 14 March 1996 entitled: Report of the Working Group on Electronic Data Interchange (EDI) on the work of its thirtieth session.
- Coetzee, J. Securing the future of electronic sales in the context of international sales. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:1:11-24, 2007.
- Conradie, P. and others. Why South Africa doesn't need the UNCITRAL Model Law? *International technology law review* (Hong Kong) 16:17-19, 2001.
- Cova Arria, L. La Ley Modelo de la CNUDMI sobre Comercio Electrónico. *Revista de la Facultad de Ciencias Jurídicas y Políticas* (Caracas) 42:104:31-45, 1997. In Spanish. Translation of title: UNCITRAL Model Law on Electronic Commerce (1996). Annex reproduces the UNCITRAL Model Law in Spanish, p. 421-433.
- D'Avila Dutra, R. and H. Dias Carneiro. Electronic contracts and signatures in Brazil. *Comparative law yearbook of international business* (The Hague) 27:3-21, 2005.
- Decocq, G. Cyber consumer protection and unfair competition. In General reports of the XVIIth congress of the International Academy of Comparative Law = Rapports généraux du XVIIe congrès de l'Académie internationale de droit

- comparé. Boele-Woelki, K. and S. van Erp, eds. Bruxelles, Bruylant; Utrecht, The Netherlands, Eleven International Publishing, 2007. p. 535-545.
- De Ros, R.M. El consentimiento electrónico en los contratos bancarios. *Revista de derecho bancario y bursátil* (Valladolid, Spain) 79:7-91, July-September 2000. In Spanish. Translation of title: The electronic consent in bank contracts.
- Dessemontet, F. The European approach to e-commerce and licensing. *Brooklyn journal of international law* (Brooklyn, N.Y.) 26:59-76, 2000. Article at the symposium: Software as a commodity: international licensing of intellectual property.
- Diesse, F. Travaux des organisations internationales (Droit du Commerce international). *Revue de droit des affaires internationales = International business law journal* (Paris) 5:671-685, 2000.
- DiMatteo, Larry A. The law of international contracting. The Hague, Kluwer, 2000.
- Dinu, I. Droit de la preuve appliqué au commerce électronique au Canada, droit civil / common law. *Lex electronica* (Montréal) 11:1:1-34, 2006. Available online at [http://www.lex-electronica.org/fr/resumes\\_complets/55.html](http://www.lex-electronica.org/fr/resumes_complets/55.html)
- Draetta, U. Internet e commercio elettronico nel diritto internazionale dei privati. 2. ed. Milano, Giuffrè editore, 2005. 251 p. In Italian. Title in English: Internet and electronic trade in international private trade. See, in particular, pp. 90-98 on the UNCITRAL Model Law on Electronic Commerce (1996) and pp. 116-117 on the UNCITRAL Model Law on Electronic Signatures (2001).
- \_\_\_\_\_. Internet et commerce électronique. Bruxelles, Bruylant, 2003.
- \_\_\_\_\_. Internet et commerce électronique en droit international des affaires. *Recueil des cours: Académie de Droit International = Collected courses of the Hague Academy of International Law* (Leiden, The Netherlands) 314:9-232, 2005.
- Dreyzin de Klor, A. Derecho aplicable al comercio electrónico. *Revista seqüência* (Florianópolis, Brazil) 50:273-299, 2005.
- E-bill passes to applause by Microsoft. *Press* (Christchurch, N.Z.) 15 October 2002.
- Eiselen, S. E-commerce and the CISG: formation, formalities and validity. *Vindobona journal of international commercial law and arbitration* (Vienna) 6:2:305-320, 2002.
- \_\_\_\_\_. Electronic commerce and the United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980. *EDI law review* (Dordrecht, The Netherlands) 6:1:21-46, 1999. Includes English abstract.
- \_\_\_\_\_. The UNECIC: international trade in the digital era. *Potchefstroom electronic law journal* 2:1-49, 2007. Electronic resource, available online at [http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2007volume10no2/2007x2x\\_Eiselen\\_art.pdf](http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2007volume10no2/2007x2x_Eiselen_art.pdf)
- Eko, L. and N. Tolstikova. To sign or not to sign on the electronic dotted line: the United States, the Russian Federation, and international electronic signature policy. *International journal of communications law and policy* (Münster, Germany; New Haven, Conn.) 10:5, 2005.
- Electronic signatures: towards judicial strategies for the application of e-signature law, March 8-9, 2006, Cairo, Egypt [conference materials]. Cairo, CLDP, 2006. 1 v. Selected contents: Online transactions: the rules for ensuring enforceability in a global environment / T. J. Smedinghoff, annex E.

- Elsonbaty, E.M. The electronic signature law: between creating the future and the future of creation. *Digital evidence journal* (Bedfordshire, U.K.) 2:1:60-64, 2005.
- Enayat, S.H. Legal aspect [*sic*] of international funds transfer: commentary of UNCITRAL Model Law on International Credit Transfers (1992). Tehran, [s.n.], 1993 [1372]. 176 p. In Persian. Description based on added title page in English. Annex reproduces text of: 1. UNCITRAL Credit Transfer Model Law (1992) in English — 2. UNCITRAL decision adopted at its 484th meeting, on 15 May 1992, adopting and recommending the Model Law.
- Estrella Faria, J.A. Convention des Nations Unies sur l'utilisation de communications électroniques dans les contrats internationaux. *Journal du droit international* (Paris) 133:1:393-403, 2006.
- \_\_\_\_\_. International harmonisation of e-commerce law: the way ahead. *TMI: treasury management international* (London) 110:1, 2002.
- \_\_\_\_\_. Online contracting: legal certainty for global business: the new U.N. Convention on the Use of Electronic Communications in International Contracts. *Uniform commercial code law journal* (New York) 39:1:25-73, 2006.
- \_\_\_\_\_. Posibilidades y límites de la armonización del derecho en materia de contratación electrónica. *DeCITA: derecho del comercio internacional, temas y actualidades* (Buenos Aires) 5-6:225-260, 2006. In Spanish. Translation of title: Possibilities and limits of law harmonization in the field of electronic contracting.
- \_\_\_\_\_. The United Nations Convention on the Use of Electronic Communications in International Contracts: an introductory note. *International and comparative law quarterly* (London) 55:3:689-694, 2006.
- Fan, J. and Y. Tao. Negotiable instruments, in particular bills of exchange in Macau, China. *Journal of international commercial law and technology* 2:2:83-93, 2007.
- Finocchiaro, G. Digital signature and electronic signatures: the Italian regulatory framework after the d.lgs. 10/2002. *Electronic communication law review* (The Hague) 9:2:127-143, 2002.
- Fitzgerald, A. and A. Moens. Regulating electronic commerce: emerging principles for the regulation of internet transactions. In *Convergence of legal systems in the 21<sup>st</sup> century: general reports delivered at the XVIth International Congress of Comparative Law* (Brisbane, Australia, 14-20 July 2002). Brussels, Bruylant, 2006. p. 1566-1580. Also available online at [http://eprints.qut.edu.au/10659/1/eprint\\_BK\\_10659.pdf](http://eprints.qut.edu.au/10659/1/eprint_BK_10659.pdf)
- Fletcher, C. The banker's role in electronic trade documentation: are bankers doing enough?: a trader's perspective. *Documentary credit world* (Montgomery Village, Md.) 7:4:31-33, 2003.
- Flint, D. United Kingdom electronic commerce consultation: too little, too late? *Business law review* (London) 20:5:125-132, May 1999.
- Froomkin, A.M. Article 2B as legal software for electronic contracting: operating system or Trojan horse. *Berkeley technology law journal* (Berkeley, Calif.) 13:3:1023-1062, 1998.
- Fung, Daniel R. and Sheng Chang Wang. eds. *Arbitration in China: a practical guide*. Hong Kong, Sweet and Maxwell Asia, 2004. 2 vol. See, in particular, vol. I, p. 484-500.

- Gabriel, H.D. The fear of the unknown: the need to provide special procedural protections in international electronic commerce. *Loyola law review* (New Orleans, La.) 50:307-331, 2004.
- \_\_\_\_\_. The new United States Uniform Electronic Transactions Act: substantive provisions, drafting history and comparison to the UNCITRAL Model Law on Electronic Commerce. *Uniform law review = Revue de droit uniforme* (Roma) 4:651-664, 2000.
- \_\_\_\_\_. United Nations Convention on the Use of Electronic Communications in International Contracts and compatibility with the American domestic law of electronic commerce. *Loyola law and technology annual* (New Orleans, La.) 7:1:1-36, 2006-2007.
- \_\_\_\_\_. The United Nations Convention on the Use of Electronic Communications in International Contracts: an overview and analysis. *Uniform law review = Revue de droit uniforme* (Roma) 11:2:285-304, 2006. With abstract in French.
- Gautrais, V. Libres propos sur le droit des affaires électroniques. *Lex electronica* (Montréal) 10:3:1-29, 2006. Available online at [http://www.lex-electronica.org/fr/resumes\\_complets/60.html](http://www.lex-electronica.org/fr/resumes_complets/60.html)
- Gava Verzoni, F. Electronic commerce and the UN Convention on Contracts for the International Sale of Goods (CISG). *Nordic journal of commercial law* (Turku, Finland) 2:2006. Available online at [http://www.njcl.fi/2\\_2006/article3.pdf](http://www.njcl.fi/2_2006/article3.pdf)
- Geist, M. Have-not world more plugged-in than we think. *Toronto star* (Toronto) 21 April 2003.
- Ghalib, A.W. Legal perspective: UNCITRAL's Model Law on Electronic Commerce. *Gulf news* (Dubai) 9 March 2002.
- Gillette, C.P. XML and the legal foundations for electronic commerce: interpretation and standardization in electronic sales contracts. *SMU law review* (Dallas, Tex.) 53:1431-1445, fall 2000.
- Gobert, D. and E. Montero. La signature dans les contrats et les paiements électroniques: l'approche fonctionnelle. In *Commerce électronique: le temps des certitudes*. Cavanillas Mugica, S. and others, eds. Bruylant, Bruxelles, 2000. p. 53-97.
- Grabb, L.L. Issues of formalities: the formation and validity of electronic agreements. (panel discussion). *Arizona journal of international and comparative law* (Tucson, Ariz.) 17:1:119-130, winter 2000.
- Greenwood, D.J. and R.A. Campbell. Electronic commerce legislation: from written on paper and signed in ink to electronic records and online authentication. *Business lawyer* (Chicago, Ill.) 53:1:307-338, November 1997. Includes comparison chart of the UNCITRAL Model Law on Electronic Commerce (1996), the statutes of Massachusetts (MERSA) and the statutes of the National Conference of Commissioners on Uniform State Law (NCCUSL), p. 321-337.
- Gregory, J.D. The authentication of digital legal records. *EDI law review* (Dordrecht, The Netherlands) 6:1:47-63, 1999.
- \_\_\_\_\_. Canadian and American legislation on electronic signatures with reflections on the European Union directive. In *Internet international law. International and European studies and comments*. G. Chatillon, ed. Bruylant, 2005. p. 399-413.

- \_\_\_\_\_. The proposed UNCITRAL Convention on Electronic Contracts. *Business lawyer* (Chicago, Ill.) 59:1:313-344, 2003.
- \_\_\_\_\_. Solving legal issues in electronic commerce. *Canadian business law journal = Revue canadienne du droit de commerce* (Aurora, Ont.) 32:1:84-131, July 1999.
- \_\_\_\_\_. The UETA and the UECA: Canadian reflections. *Idaho law review* (Moscow, Idaho) 37:441-476, 2001.
- Grupo de investigación en comercio electrónico. Contratación electrónica, el proyecto de Convención internacional de la CNUDMI. In *Derecho internacional de los negocios: alcances*. A. Zapata de Arbeláez, *comp.*, Bogotá, Universidad Externado de Colombia, 2003. Vol. I, p. 69-115. In Spanish. Translation of title: Investigation group in electronic commerce. Electronic contracting, draft UNCITRAL convention.
- Hase, A.M. von. Arbitration and e-commerce related disputes: legal barriers and challenges. In *Internet international law. International and European studies and comments*. G. Chatillon, *ed.* Bruxelles, Bruylant, 2005. p. 579-599.
- He, Qi-sheng. Comments on Convention on the Use of Electronic Communications in International Contracts: in comparison with UN CISG and UNCITRAL Model Law on Electronic Commerce. *Journal of Jinan University* (Guangzhou, People's Republic of China) 29:1:57-64, 2007. In Chinese. Title as appears in the article: 《国际合同使用电子通信公约》评析-兼与《联合国国际货物销售合同公约》和《电子商务示范法》比较
- Heinrich, G. Harmonized global interchange?: UNCITRAL's draft model law for electronic data interchange. *Web journal of current legal issues*. 3 Web JCLI, 1995. Available at <http://webjcli.ncl.ac.uk/articles3/hein3.html>
- \_\_\_\_\_. Harmonized global interchange?: UNCITRAL's Draft Uniform Rules for EDI. In *Electronic data interchange: strategies for success: how banks and corporations are successfully implementing EDI*. R.G. Fox, *ed.* Lake Forest, Ill., F.I.A. Financial Publishing Company, 1996. p. 141-147. Appendix reproduces Draft Model Law on Legal Aspects of Electronic Data Interchange and Related Means of Communication (1995), p. 193-201.
- \_\_\_\_\_. Harmonised global interchange? UNCITRAL's Draft Uniform Rules for EDI. *Payment systems worldwide* (Washington, D.C.) 4:22-25, autumn 1994.
- \_\_\_\_\_. International initiatives towards legal harmonization in the field of funds transfers, payments, and payment systems: annotated bibliography. In *Grenzüberschreitender Zahlungsverkehr im europäischen Binnenmarkt = Transboundary payment transactions in the European single market = Transactions financières transfrontières dans le Marché unique européen*. Hadding, W. and U.H. Schneider, *eds.* Köln, Bundesanzeiger, 1997. p. 193-247. (Schriftenreihe der Europäischen Rechtsakademie Trier; Bd. 18)
- Hernández Fernández, L. Consideraciones teóricas acerca del momento y lugar de perfección del contrato concertado vía electrónica. *Universitas jurídica* (Bogotá) 107:101-135, 2004. Available online at <http://www.javeriana.edu.co/biblos/revistas/universitas/Finales/Vniversitas107.pdf>
- Herrmann, G. Establishing a legal framework for electronic commerce: the work of the United Nations Commission on International Trade Law (UNCITRAL). *World trade and arbitration materials* (The Hague) 11:6:45-57, 1999. Text of presentation by G. Herrmann, Secretary, United Nations Commission on



International Trade Law (UNCITRAL), to the World Intellectual Property Organization (WIPO) International Conference on Electronic Commerce and Intellectual Property, Geneva, 14-16 September 1999. WIPO doc.: WIPO/EC/CONF/99/SPK/24-C (September 1999)

- \_\_\_\_\_. Global imperative ... and the pitfalls of regionalism. *e-Business world* (Paris) 1:4:8-10, January-February 2000.
- \_\_\_\_\_. The legal value of computer records in evidence. *In Proceedings of the third international trade law seminar*, 1985. Ottawa, Department of Justice, 1985. p. 77-84.
- Hilberg, S.J. Das neue UN-Übereinkommen zum elektronischen Rechtsverkehr und dessen Verhältnis zum UN-Kaufrecht. *Internationales Handelsrecht* (München). Pt. 1 *in* 7:1:12-24, 2007; Pt. 2 *in* 7:2:56-60, 2007. In German. Translation of title: The new United Nations Convention on Electronic Contracting (2005) and its relation to the United Nations Sales Convention (1980).
- Hill, R. and I. Walden. The Draft UNCITRAL Model Law for Electronic Commerce: issues and solutions. *Computer lawyer* (Frederick, Md.) 13:3:18-22, March 1996. Discusses the Draft Model Law on Legal Aspects of Electronic Data Interchange (EDI) and Related Means of Communication (1995) of UNCITRAL.
- Howland, R.I.L. UNCITRAL Model Law on Electronic Commerce. *European transport law* (Antwerpen, Belgium) 32:6:703-708, 1997.
- Illescas Ortíz, R. El comercio electrónico internacional: su gobierno. *Revista jurídica del Perú* (Lima) 47:12:203-208, julio-setiembre 1997. In Spanish. Translation of title: International electronic commerce: its regime.
- \_\_\_\_\_. La continuada - y, a veces, desaparecida - electrificación del derecho de sociedades mercantiles. *Revista de derecho y tecnología* (San Cristóbal, Venezuela) 8:117-159, 2006. In Spanish. Translation of title: The continuing – and sometimes missing – dematerialization of the law of commercial entities. Ch. 5.3 discusses article 17.5 of UNCITRAL Model Law on Electronic Commerce (1996) in relation to the replacement of data messages by paper documents.
- International Maritime Committee Centenary Conference (June 9-13, 1997, Antwerpen) Antwerpen II: Documents of the Centenary Conference. *International Maritime Committee yearbook* (Antwerpen, Belgium) 208-277, 1997. Documents dealing with the work of UNCITRAL: Agenda topic 5, Electronic Data Interchange (EDI): report of the chairman of the working group / A. von Ziegler, p. 208-214 — 1. Maritime electronic commerce for the twenty-first century / G.F. Chandler, III, p. 215-250 — Appendices: A. CMI Rules for Electronic Bills of Lading, p. 238-241; B. UNCITRAL Model Law on Electronic Commerce, p. 242-250 — 2. The broader context of electronic commerce / J. Gauthier, p. 251-256 — 3. The 1990 CMI Rules on Electronic Bills of Lading in the context of electronic commerce / J. Ramberg, p. 257-259 — 4. UNCITRAL Model Law on Electronic Commerce / R.I.L. Howland, p. 260-265 — 5. Legal obstacles to the implementation of the electronic bill of lading in civil law countries / L. Cova Arria, p. 266-271 — 6. Main legal issues related to the implementation of electronic transport documentation / G.J. van der Ziel, p. 272-277. Articles by A. von Ziegler, G.F. Chandler, III, J. Gauthier, J. Ramberg, R.I.L. Howland, L. Cova Arria, and G.J. van der Ziel are reprinted in: *European transport law* (Antwerpen, Belgium) 32:6:643-728, 1997. A longer version of Chandler's article also printed in: *Tulane maritime*

- law journal* (New Orleans, La.) 22:2:463-510, summer 1998. See above under Chandler.
- Intven, H. *and others*. Legal and regulatory aspects of E-commerce and the Internet. *World Bank legal review: law and justice for development* (Washington, D.C.) 1:3-159, 2003.
- Iorio Fiorelli, G. Il contratto elettronico tra armonizzazione materiale e diritto internazionale privato. Padova, Italy, CEDAM, 2006. 223 p. Translation of title: The electronic contract between substantive uniformity and private international law.
- \_\_\_\_\_. La convenzione UNCITRAL sull'uso delle comunicazioni elettroniche nei contratti internazionali tra ricognizione e rivoluzione. *Diritto del commercio internazionale* (Milano) 20:3-4:735-757, 2006. In Italian. Translation of title: United Nations Convention on Electronic Contracting (2005) between recognition and revolution.
- Is the electronic signature a dead letter? *FIATA review* (Zürich) 38:6-7, 2001.
- Jaccard, M. La conclusion de contrats par ordinateur. Berne, Editions Staempfli, 1996. 620 p. (Études de droit suisse: nouvelle série). Annexes reproduce: 1. Modèle d'accord EUROSINET/SWISSPRO, p. 501-514 — 2. Loi type de la CNUDCI sur le commerce électronique, p. 515-527. Includes bibliography, annexes and subject index.
- Jawahitha, S. Electronic contract in the Malaysian Contracts Act 1950: an analytic comparison with the EU Directive on E-Commerce and the US Uniform Computer Information Transaction Act 1999. *Business law review* (The Hague) 24:4:91-106, 2003.
- Jeker, T. *and others*. E-transaction law and online dispute resolution: a necessity in the Middle East. *Arab law quarterly* (Leiden, The Netherlands) 20:1:44-76, 2006.
- Kahn, R.E. and P.A. Lyons. Representing value as digital objects: a discussion of transferability and anonymity. *Journal on telecommunications and high technology law* (Boulder, Colo.) 5:189-198, 2006.
- Karadbil, J.F. Intellectual property issues in e-commerce piracy in the internet age. (panel discussion). *Arizona journal of international and comparative law* (Tucson, Ariz.) 17:1:131-147, winter 2000.
- Karev, Ya.A. (Карев, Я.А.) Международно-правовое регулирование использования электронных документов в коммерческом обороте: перспективы унификации. *Московский журнал международного права* (Москва) 2:58:246-259, 2005. In Russian. Translation of title: International regulation of the use of electronic documents in commerce: prospects for unification.
- Kilian, W. The UN-Convention on the Use of E-Communications in International Contracts: applicability, scope and potential impact of the emerging pendant to CISG. *Computer law review international* (Köln, Germany) 4:101-106, 2007.
- Konwencja ONZ o wykorzystywaniu komunikacji elektronicznej w kontraktach międzynarodowych. *VaGla.pl* 26 November 2006. Translation of the United Nations Convention on Electronic Contracting (2005). In Polish. Available online at <http://prawo.vagla.pl/node/6837>

- Kossick, R. The internet in Latin America: new opportunities, developments and challenges. *American University international law review* (Washington, D.C.) 16:1309-1341, 2001.
- Kuczerawy, A. and W. Kilian. United Nations Convention on the Use of Electronic Communications in International Contracts. *CBKE e-biuletyn* (Wrocław, Poland) 1:2007.
- Lacoursière, M. La responsabilité bancaire à l'ère du commerce électronique: impact des autorités de certification. *Cahiers de droit* (Québec) 42:4:961-1012, 2001.
- Lacoursière, M. and E. Vézina. La sécurité des opérations bancaires par internet. *Revue juridique Thémis* (Montréal) 41:89-156, 2007.
- Lenselink, B. Internet: which court decides, which law applies?: Tagung in Utrecht. *IPRax* (Bielefeld, Germany) 18:3:229-231, Mai/Juni 1998.
- Li, Xin. UNCITRAL “dian zi shang wu shi fan fa” qian ming tiao kuan de jie xi. *xian dai fa xue* (Chongqing Shi, China) 23:2:121-125, 2001. In Chinese. Title as appears on the cover: UNCITRAL 《电子商务示范法》签名条款的解析. Translation of title: Jurisprudential analysis of art. 7 (Signature) in UNCITRAL Model Law on Electronic Commerce (1996).
- Lim, Y.F. Cyberspace law. Commentaries and materials. 2 ed. Melbourne, Oxford University Press, 2007. xxiv, 752 p.
- Lima Pinheiro, L. de. Direito aplicável aos contratos celebrados através da internet. *Revista da ordem dos advogados* (Lisboa) 66:1, January 2006. Translation of title: Law applicable to contracts concluded via Internet. Available online at [http://www.oa.pt/Conteudos/Artigos/detalhe\\_artigo.aspx?idc=31559&idsc=47773&ida=47803](http://www.oa.pt/Conteudos/Artigos/detalhe_artigo.aspx?idc=31559&idsc=47773&ida=47803)
- Lincoln, A. Electronic signature laws and the need for uniformity in the global market. *Journal of small and emerging business law* (Portland, Or.) 8:1:67-86, 2004.
- Livory, A. CNUDCI: projet de règles uniformes sur les signatures numériques. *Droit de l'informatique & des télécoms* (Paris) 15:3:88-89, 1998.
- Loza, E. and S. Kilminster-Hadley. The law of electronic contracts: the new United Nations Convention. *Advocate* (Boise, Idaho) 50:8/9:40-43, 2007.
- Luddy, W.J. and P.W. Schroth. The new UNCITRAL e-commerce convention in the mosaic of developing global legal infrastructure. Academy of legal studies in business national proceedings. St. Petersburg, Fla., 81st ALSB Annual Conference, 2006. [6 p.] Also available online at <http://alsb.roundtablelive.org/Resources/Documents/NP%202006%20Luddy-Schroth.pdf>
- Madrid Parra, A. Anteproyecto de Ley Modelo sobre aspectos jurídicos del intercambio electrónico de datos (EDI) y medios afines de comunicación de datos. In *Estudios de derecho mercantil en homenaje al profesor Manuel Broseta Pont*. Valencia, Tirant lo Blanch, 1995. 2 vol. p. 2065-2100. In Spanish. Translation of title: First draft Model Law on legal aspects of Electronic Data Interchange (EDI) and similar means of data communication. Contribution to a Festschrift in honour of Professor M. Broseta Pont; article-by-article commentary of the Draft Uniform Rules on the Legal Aspects of Electronic Data Interchange (EDI) and Related Means of Data Communication (1994) of UNCITRAL.
- \_\_\_\_\_. Contratación electrónica. In *Estudios jurídicos en homenaje al Profesor Aurelio Menéndez*. Madrid, Civitas, 1996. p. 2913-2957. (Contratos

- mercantiles, derecho concursal y derecho de la navegación; T. 3). In Spanish. Translation of title: Electronic contracting.
- \_\_\_\_\_. El convenio de Naciones Unidas sobre contratación electrónica. *In* Derecho patrimonial y tecnología. Madrid, Marcial Pons, 2007. p. 39-113. In Spanish. Translation of title: United Nations Convention on Electronic Contracting (2005).
- \_\_\_\_\_. Firmas digitales y entidades de certificación a examen en la CNUDMI/UNCITRAL. *Actualidad informática Aranzadi* (Madrid) 24:1-7, julio 1997. In Spanish. Translation of title: Digital signatures and certification providers under examination in UNCITRAL.
- \_\_\_\_\_. La ley modelo de la CNUDMI para las firmas electrónicas. *Revista de la contratación electrónica* (Cádiz, Spain) 22:23-28, 2001. In Spanish. Translation of title: UNCITRAL Model Law on Electronic Signatures (2001).
- \_\_\_\_\_. Ley modelo de la CNUDMI/UNCITRAL para las firmas electrónicas. *In* Regimen jurídico de Internet. Cremades, J., M.A. Fernández-Ornóñez and R. Illescas, eds. *Ley* (Madrid) 817-873, 2002. In Spanish. Translation of title: UNCITRAL Model Law on Electronic Signatures (2001).
- \_\_\_\_\_. El negocio jurídico electrónico. *Revista de la contratación electrónica* (Cádiz, Spain) 29:3-62, 2002. In Spanish. Translation of title: Electronic legal act.
- \_\_\_\_\_. Proyecto de ley modelo de la CNUDMI/UNCITRAL para las firmas electrónicas. *Derecho de los negocios* (Madrid) 128:1-32, 2001. In Spanish. Translation of title: Draft UNCITRAL Model Law on Electronic Signatures.
- \_\_\_\_\_. Regulación uniforme de UNCITRAL del uso de medios electrónicos en relación con los contratos de transporte de mercancías (IV). *In* Derecho uniforme del transporte internacional: cuestiones de actualidad. Olivencia Ruiz, M. and others. Madrid, McGraw-Hill, 1998. p. 79-121. (Elementos empresa. Ciencias jurídicas). In Spanish. Translation of title: Uniform rules of UNCITRAL for the use of electronic means for contracts of transport of goods.
- \_\_\_\_\_. Seguridad, pago y entrega en el comercio electrónico. *Revista de derecho mercantil* (Madrid) 241:1189-1263, 2001. In Spanish. Translation of title: Security, payment and delivery in electronic commerce.
- \_\_\_\_\_. Transporte de mercancías: proyecto de UNCITRAL de regulación jurídica uniforme acerca del uso de medios electrónicos. *Ley* (Madrid) 17:3-6, 23 de abril de 1996. In Spanish. Translation of title: Transport of goods: UNCITRAL draft of uniform legislation for the use of electronic means.
- Maitlamo: Botswana's national ICT policy, legislative framework and change report. S.l., s.n., 2004. 58 p. Available online at [http://www.bits.org.bw/downloads/MAITLAMO\\_NATIONAL\\_ICT\\_POLICY.pdf](http://www.bits.org.bw/downloads/MAITLAMO_NATIONAL_ICT_POLICY.pdf)
- Malek, R.J. Electronic commerce in international trade law: especially under the UN Convention on the Use of Electronic Communications in International Contracts 2005 and under the UN Convention on Contracts for the International Sale of Goods 1980. Cape Town, South Africa, s.n., 2007. 94 p. Thesis (LL.M.) -- University of Cape Town, School for Advanced Legal Studies, 2007. Available online at <http://lawspace.law.uct.ac.za/dspace/handle/2165/322>

- Maradiaga, Jorge R.M. Ley Modelo de la CNUDMI sobre Comercio Electrónico y Proyecto de régimen uniforme para las firmas electrónicas. M.s.l., INFOP, 1999. 71 p. In Spanish. Translation of title: UNCITRAL Model Law on Electronic Commerce (1996) and draft uniform rules for electronic signatures. At head of title: Instituto Nacional de Formación Profesional; INFOP. Reproduces Spanish texts of UNCITRAL Model Law on Electronic Commerce (1996), p. 33-71, and UNCITRAL draft Rules on Electronic Signatures (as of 1998), accompanied by a brief presentation of these texts, p. 5-32.
- Marconi, A.L. La Legge Modello UNCITRAL sul commercio elettronico. *Diritto del commercio internazionale* (Milano) 11:1:137-154, gennaio-marzo 1997. (Giurisprudenza commerciale). In Italian. Translation of title: UNCITRAL Model Law on Electronic Commerce (1996).
- Márquez, J.F. and L.M. de Españés. La formación del consentimiento en la contratación electrónica. Córdoba, Argentina, Academia Nacional de Derecho y Ciencias Sociales de Córdoba, 2004. 14 p. Available online at [http://www.acaderc.org.ar/doctrina/articulos/artcontratacionelectronica/at\\_download/file](http://www.acaderc.org.ar/doctrina/articulos/artcontratacionelectronica/at_download/file)
- Martin, C.H. The UNCITRAL electronic contracts convention: will it be used or avoided? *Pace international law review* (White Plains, N.Y.) 17:261-300, 2005.
- Martínez-Nadal, A. and J.L. Ferrer-Gomila. Comments on the UNCITRAL Model Law on Electronic Signatures. In Information security, 5<sup>th</sup> International Conference, ISC 2002 Sao Paulo, Brazil, September 30 – October 2, 2002, proceedings. A. Chan and V. Gligor, eds. Berlin, Springer, 2002. p. 229-243.
- \_\_\_\_\_. Liability of certification authorities issuing electronic signature certificates. *Electronic communication law review* (The Hague) 9:4:225-248, 2002.
- Martius, H.P.A.J. The use of electronic means of communication under the Convention on the Contract for the International Carriage of Goods by Road. *European transport law* (Antwerpen, Belgium) 42:3:297-316, 2007.
- Mas, F. La conclusion des contrats du commerce électronique. Paris, LGDJ, 2005. xii, 442 p.
- Mason, S. Electronic signatures in law. 2nd ed. West Sussex, Tottel Pub., 2007. liii, 674 p. See, in particular, ch. 3 (p. 119-137) and ch. 9 (p. 245-246) for discussion of UNCITRAL Model Law on Electronic Commerce (1996) and UNCITRAL Model Law on Electronic Signatures (2001).
- \_\_\_\_\_. Electronic signatures in practice. *Journal of high technology law* (Boston, Mass.) 6:2:148:164, 2006.
- Mathias, G. La consecration de la preuve et de la signature électroniques: La loi du 13 mars 2000. *Cahier juridique et fiscaux de l'exportation* (Paris) 3:709-723, 2000.
- Mazilu, D. Contributia Comisiei Natiunilor Unite pentru Drept Comercial International la promovarea unor reguli uniforme in domeniul comerțului electronic. *Revista de drept comercial* (Bucuresti) 9:4:91-106, 1999. (Serie Noua). In Romanian. Translation of title: Contribution of the UNCITRAL to the promotion of uniform rules in the field of electronic commerce.
- \_\_\_\_\_. Dreptul comerțului international. Partea generala (Curs). Bucuresti, Editura Lumina Lex, 1999. 511 p. In Romanian. Translation title: International trade law. General part (a course manual). Contents dealing with

- the work of UNCITRAL: Title IV, Dezvoltarea progresiva a dreptului comertului international = Progressive development of international trade law, p. 235-277. [Ch. 1 on electronic commerce, p. 238-257 — Ch. 2 on privately financed infrastructure projects and BOT, p. 258-277]. Includes bibliography, p. 458-487. Also concluding remarks in English, p. 488-496.
- Mazzotta, F.G. A guide to e-commerce: some legal issues posed by e-commerce for American businesses engaged in domestic and international transactions. *Suffolk transnational law review* (Boston, Mass.) 24:249-278, 2001.
- \_\_\_\_\_. Notes on the United Nations Convention on the Use of Electronic Communications in International Contracts and its effects on the United Nations Convention on Contracts for the International Sale of Goods. Reprinted from *Rutgers computer and technology law journal* (Newark, N.J.) 33:2:251-298, 2007.
- McCullagh, A. The incorporation of trust strategies in digital signature regimes. Brisbane, Australia, s.n., 2001. 291 p. Thesis (PhD) -- Queensland University of Technology, 2001.
- McCullagh, A. and W. Caelli. Non-repudiation in the digital environment. *First Monday* (Chicago, Ill.) 5:8, August 2000.
- Mills, K. Effective formation of contracts by electronic means: do we need a uniform regulatory regime? World Summit on Information Technology, Tunis, 15-18 November 2005. Conference paper.
- Mirzaian, A.G. Y2K who cares?: we have bigger problems: choice of law in electronic contracts. *Richmond journal of law & technology* (Richmond, Va.) 6, winter 1999/2000.
- Mollel, A.L. and Z.N. Lukumay. Electronic transactions and the law of evidence in Tanzania. Iringa, Tanzania, Iringa University College, 2007. 157 p. Available online at <http://cyberspacelawconsult.com/main/documents/2013/09/electronic-transactions-and-the-law-of-evidence-in-tanzania-by-andrew-l-mollel-dr-zakayo-n-lukumay.pdf>
- Morales Arce, J.B. Trabajos de UNCITRAL sobre el desarrollo del comercio electrónico y los instrumentos internacionales relativos al comercio internacional. *Revista de derecho bancario y bursátil* (Valladolid, Spain) 21:88:272-273, 2002.
- Moreno, Á.G. El comercio electrónico y su disciplina: ¿un nuevo derecho para un nuevo modelo de mercado y de negocios? *Derecho de los negocios* (Madrid) 13:145:28-47, 2002. In Spanish. Translation of title: Electronic commerce and its regulation: a new law for a new market and business model?
- Mudenda, F. UNCITRAL continues work on electronic signatures. *International law in brief* (Washington, D.C.) 2:2:5-6, February 1999.
- Muniz-Arguelles, L. La contratación electrónica y las normas generales de contratación. *Revista juridica Universidad de Puerto Rico* (San Juan) 71:639-654, 2002. In Spanish. Translation of title: Electronic contracting and general contracting rules.
- Nanakorn, P. Electronic transactions law in Thailand. *Thammasat review* (Pathumtani, Thailand) 7:1:52-85, 2002.
- Natsui, T. Electronic contracts and signatures in Japan. *Comparative law yearbook of international business* (The Hague) 27:23-66, 2005.

- Navarro, J.-L. and G. Lefebvre, eds. *L'acculturation en droit des affaires*. Montréal, Éditions Thémis, 2007. 650 p. Selected contents: *Acculturation et droit du commerce électronique* / A. E. Kahn, p. 433-461.
- New draft convention for electronically created agreements. *World arbitration & mediation report* (Huntington, N.Y.) 16:11:335, 2005.
- New, W. U.N. legal group preps for meeting on e-commerce barriers. *National journal's technology daily* (Washington, D.C.) 8 October 2002.
- New Zealand. Law Commission. *Electronic commerce: a guide for the legal and business community*. Wellington, N.Z., The Commission, October 1998. xix, 182 p. (NZLC; R20). Appendices: A. UNCITRAL Model Law on Electronic Commerce (1996), p. 139-147 — B. Revision of Uniform Commercial Code (extracts), p. 148-152 — C. Law Commission draft Evidence Code (extracts), p. 153-155 — D. Conflict of laws: comparative law, p. 156-174. Includes bibliography, appendices with legal texts, and subject index. A report (no. 50, part 1) submitted to the Ministry of Justice. On all issues we have compared our approach with the provisions to be found in the United Nations Commission on International Trade Law (UNCITRAL) Model Law on Electronic Commerce and the Australian (Federal) Electronic Commerce Expert Group's report: *Electronic commerce : building the legal framework* — Executive summary, p. xv.
- Nichols, P.M. Electronic uncertainty within the international trade regime. *American University international law review* (Washington D.C.) 15:6:1379-1413, 2000.
- Nicoll, C.C. Can computers make contracts? *Journal of business law* (London) 35-49, January 1998.
- \_\_\_\_\_. *Electronic commerce: a New Zealand perspective*. *EDI law review* (Dordrecht, The Netherlands) 6:1:5-20, 1999.
- \_\_\_\_\_. *The Electronic Transactions Bill 2001*. *New Zealand business law quarterly* (Auckland, N.Z.) 8:76-91, February 2002.
- Niibori, S. Gurōbaru shōtorihiki-hō kakuron kokusaī keiyaku ni okeru denshi tsūshin no shiyō ni kan suru kokuren jōyaka. *JCA journal* (Tokyo). Pt. 1 in 53:3:46-51, March 2006; Pt. 2 in 53:4:45-49, April 2006; Pt. 3 in 53:5:58-63, May 2006; Pt. 4 in 53:6:53-59, June 2006. In Japanese. Title in English: *Essays on global commercial contracts: the United Nations Convention on the Use of Electronic Communications in International Contracts*.
- \_\_\_\_\_. Gurobaru sho torihikiho kakuron sono 4 denshi shotorihiki ni kansuru UNCITRAL moderu ho. *JCA journal* (Tokyo). Pt. 1 in 51:6:37-41, June 2004; Pt. 2 in 51:7:30-33, July 2004; Pt. 3 in 51:8:30-34, August 2004; Pt. 4 in 51:9:39-43, September 2004; Pt. 5 in 51:10:45-49, October 2004; Pt. 6 in 51:11:32-36, November 2004; Pt. 7 in 51:12:30-35, December 2004. In Japanese. Title in English: *UNCITRAL model law on electronic commerce*.
- Nimmer, R.T. *International information transactions: an essay on law in an information society*. *Brooklyn journal of international law* (Brooklyn, N.Y.) 26:5-47, 2000. Article at the symposium: *Software as a commodity: International licensing of intellectual property*.
- Noblía, A. Firma electrónica, sistemas de seguridad en redes y protección de datos personales. *Revista de la asociación de escribanos del Uruguay* (Montevideo) 92:1-6, 69-88, 2006. In Spanish. Translation of title: *Electronic signature, security systems in networks and protection of personal data*.
- Oh, S.-C. UNjunjahyubyak-ui juyogyujung-ui gaeyo-wa silmujukyongsang-ui yu-ui-jum. *Sahweigwahaknonchong* = *Journal of social sciences* (Dae-gu, Republic

- of Korea) 25:1:365-400, 2006. In Korean, with abstract in English. Translation of title: A study on the outline of the main provisions of United Nations Convention on Electronic Contracting (2005).
- Ong, R. Consumer based electronic commerce: a comparative analysis of the position in Malaysia and Hong Kong. *International journal of law and information technology* (Oxford, U.K.) 12:1:101-122, 2004.
- O'Rourke, M.A. Progressing towards a uniform commercial code for electronic commerce or racing towards nonuniformity? *Berkeley technology law journal* (Berkeley, Calif.) 14:2:635-658, 1999.
- Overby, A.B. Will cyberlaw be uniform?: an introduction to the UNCITRAL Model Law on Electronic Commerce. *Tulane journal of international and comparative law* (New Orleans, La.) 7:219-310, spring 1999. Text of UNCITRAL Model Law on Electronic Commerce (1996), p. 237-250 — Guide to enactment of the Model Law, p. 251-310.
- Oyarzábal, M.J.A. International electronic contracts: a note on Argentine choice of law rules. *University of Miami inter-American law review* (Coral Gables, Fla.) 35:3:499-526, 2004.
- \_\_\_\_\_. Juez competente y contratos electrónicos en el derecho internacional privado. *DeCITA* (Buenos Aires) 1:289-299, 2004.
- \_\_\_\_\_. Jurisdiction over international electronic contracts: a view on inter-American, MERCOSUR, and Argentine rules. *Temple international and comparative law journal* (Philadelphia, Pa.) 19:87-104, 2005.
- \_\_\_\_\_. La ley aplicable a los contratos en el ciberespacio transnacional. *DeCITA; derecho del comercio internacional, temas y actualidades* (Buenos Aires) 5-6:129-152, 2006. In Spanish. Translation of title: The law applicable to contracts in transnational cyberspace.
- Paterson, J., A. Robertson and P. Heffey. Contract cases and materials. 10 ed. Sydney, Lawbook Co., 2005. lix, 1214 p. See, in particular, para. 3.240, on the UNCITRAL Model Law on Electronic Commerce (1996).
- Pejovic, C. Main legal issues in the implementation of Electronic Data Interchange (EDI) to bills of lading. *European transport law* (Antwerpen, Belgium) 34:2:183-185, 1999. Discusses the UNCITRAL Model Law on Electronic Commerce (1996).
- Peña Valenzuela, D. and others. Contratación electrónica: ¿es necesaria una convención internacional? *Revista e-mercatoria* (Bogotá) 1:2, 2002.
- Perales Viscasillas, M. Convención de UNCITRAL sobre la utilización de las comunicaciones electrónicas en los contratos internacionales (proyecto de 2005) e ICC eTerms 2004. *elDial.com. Suplemento de derecho internacional privado y de la integración*. 25 noviembre 2005. In Spanish. Translation of title: United Nations Convention on Electronic Contracting (2005) and ICC eTerms 2004. Online journal. Available via <http://www.eldial.com.ar/suplementos/privado/privado.asp>
- Piaggi, A.I. La Ley Modelo de UNCITRAL y la modernización de la legislación para facilitar el e-commerce. *Revista doctrina societaria* (Buenos Aires) 1999. no. 144. In Spanish. Translation of title: UNCITRAL Model Law and the modernization of legislation to facilitate e-commerce.
- \_\_\_\_\_. Reflexiones sobre la contratación electrónica. *Ley* (Buenos Aires) 63:24:1-3, jueves 4 de febrero de 1999. In Spanish. Translation of title: Considerations on electronic contracting.



- Pistorius, T. Contract formation: a comparative perspective on the Model Law on Electronic Commerce. *Comparative and international law journal of Southern Africa* (Pretoria) 35:2:129-156, 2002.
- \_\_\_\_\_. From snail mail to e-mail: a South African perspective on the web of conflicting rules on the time of e-contracting. *Comparative and international law journal of Southern Africa* (Pretoria) 39:2:178-213, 2006.
- \_\_\_\_\_. "Nobody knows you're a dog": the attribution of data messages. *SA mercantile law journal = SA tydskrif vir handelsreg* (Lansdowne, South Africa) 14:4:737-747, 2002.
- Poggi, C.T. Electronic commerce legislation: an analysis of European and American approaches to contract formation. *Virginia journal of international law association* (Charlottesville, Va.) 41:224-277, Fall 2000.
- Poland. Konwencja Narodów Zjednoczonych o wykorzystaniu komunikacji elektronicznej w kontraktach międzynarodowych. [Warsaw, Ministerstwo Gospodarki, 2006. 9 p. Translation of the United Nations Convention on Electronic Contracting (2005). In Polish.
- Polanski, P.P. International electronic contracting in the newest UN Convention. *Journal of international commercial law and technology* ([Hellerup], Denmark) 2:3:112-120, 2007.
- \_\_\_\_\_. A new approach to regulating Internet commerce: custom as a source of electronic commerce law. *Electronic communication law review* (The Hague) 9:3:165-205, 2002.
- Pouillet, Y. La conclusion du contrat par un agent électronique. In *Commerce électronique: le temps des certitudes*. Cavanillas Mugica, S. and others, ed. Bruxelles, Bruylant, 2000. p. 129-146.
- Prins, C. E-government: a comparative study of the multiple dimensions of required regulatory change. *Electronic journal of comparative law* 11:3:1-23, 2007. Electronic resource, available at <http://www.ejcl.org/113/article113-35.pdf>
- Proyecto de convención sobre la utilización de las comunicaciones electrónicas en los contratos internacionales. *Derecho de los negocios* (Madrid) 16:177:33-38, 2005.
- Puplava, A. Symposium: e-commerce: challenges to privacy, integrity, and security in a borderless world: use and enforceability of electronic contracting: the state of uniform legislation attempting to regulate e-commerce transactions. *Michigan state journal of international law* (East Lansing, Mich.) 16:1:153-181, 2007.
- Qazi, Z. and M.E. Wojcik. A new UN convention on e-contracts. *International law news* (Washington, D.C.) 35:2, spring 2006.
- Quintanilla, J., C. Doren and D. Hernández. The electronic signature in Chile. *Digital evidence journal* (Bedfordshire, U.K.) 4:2:89-99, 2007.
- Railas, L. The rise of the lex electronica and the international sale of goods: facilitating electronic transactions involving documentary credit operations. Helsinki, 2004, 587 p. Thesis (Ph.D.) — University of Helsinki, Faculty of Law, 2004.
- \_\_\_\_\_. Sähköiset sopimukset kansainvälisessä kaupassa: UNCITRALin uusi yleissopimus. *Defensor legis* (Helsinki) 86:6:1268-1291, 2005. In Finnish. Title in English: E-contracts in international trade.

- Rakić-Vodinielić, V. and G. Knežević, eds. *Liber amicorum Dobrosav Mitrović*. Beograd, Glasnik, 2007. 743 p. Selected contents: Konvencija Ujedinjenih nacija o upotrebi elektronskih komunikacija u međunarodnim ugovorima (United Nations Convention on Electronic Contracting (2005)) / V. Živković, p. 721-735. In English, French and Serbian.
- Rambarran, I.A. I accept, but do they?: the need for electronic signature legislation on mainland China. *Transnational lawyer* (Sacramento, Calif.) 15:405-436, 2002.
- Ramberg, C.H. The E-Commerce Directive and formation of contract in a comparative perspective. *Global jurist advances* (Berkeley, Calif.) 1:2, 2001.
- Raymond, A.H. Electronic commerce and the new UNCITRAL draft Convention. *International law practicum* (New York) 19:1:66, 2006.
- \_\_\_\_\_. Manner, method, receipt or dispatch: the use of electronic media is nothing new to the law. *Loyola law review* (New Orleans, La.) 52:1-37, 2006.
- Raynaud, M. Les règles juridiques applicables au commerce par voie électronique. *Cahiers juridiques et fiscaux de l'exportation* (Paris) 4:895-907, 1997.
- Relvas, M. O contrato eletrônico nas relações comerciais e de consumo. *Universo jurídico* (Juiz de Fora, Brazil) 11, 29 de jan. de 2002. In Portuguese. Translation of title: The electronic contract in commercial and consumer transactions. Available online at [http://uj.novaprolink.com.br/doutrina/1088/o\\_contrato\\_eletronico\\_nas\\_relacoes\\_comerciais\\_e\\_de\\_consumo](http://uj.novaprolink.com.br/doutrina/1088/o_contrato_eletronico_nas_relacoes_comerciais_e_de_consumo)
- Remsu, J. UNCITRAL Model Law on Electronic Commerce = Loi type de la CNUDCI sur le commerce électronique. In *International Trade Law Seminar, 22 November 1996 = Colloque de droit international commercial, le 22 novembre 1996*. Ottawa, Department of Justice, Canadian Bar Association, 1996. p. 1-18 (English), p. 1-21 (French). Appendix reproduces the text of the Model Law as contained in annex I to the report of UNCITRAL on the work of its twenty-ninth session, 28 May-14 June 1996 (*Official Records of the General Assembly, Fifty-first session, Supplement No. 17*) (A/51/17).
- Rezende, P.A.D. The possible laws on digital/electronic signature: on the proposed UNCITRAL model. In *SCI 2001 Proceedings. ...*, International Institute of Informatics and Systemics (IIIS), 2001. Vol. X, p. 87-92. Also available online at <http://www.cic.unb.br/~rezende/trabs/laws.htm>
- Rico Carrillo, M. El pago electrónico en el comercio internacional. *DeCITA; derecho del comercio internacional, temas y actualidades* (Buenos Aires) 5-6:104-128, 2006. In Spanish. Translation of title: Electronic payment in international trade.
- Rincón Cárdenas, E. Tratamiento jurídico del comercio electrónico en el marco del TLC. Chapter of a book. *Tratado de libre comercio: la integración comercial y el derecho de los mercados*. E. Rincón Cárdenas [et al.]. Bogotá, Editorial Universidad de Rosario, 2006, p. 279-312.
- Rojas Amandi, V.M. El perfeccionamiento del consentimiento en los contratos electrónicos en el derecho comparado. *DeCITA; derecho del comercio internacional, temas y actualidades* (Buenos Aires) 5-6:153-175, 2006. In Spanish. Translation of title: Expression of consent in electronic contracts in comparative law.
- \_\_\_\_\_. Regulación del comercio electrónico en México. *Jurídica* (México, D.F.) 30:385-409, 2000. Available online at <http://www.juridicas.unam.mx/publica/librev/rev/jurid/cont/30/cnt/cnt16.pdf>

- Rosas, R. Comparative study of the formation of contracts in American law with references to international law. *Indian journal of international law* (New Delhi) 46:3:331-375, 2006.
- \_\_\_\_\_. Comparative study of the formation of electronic contracts in American law with references to international and Mexican law. *Houston journal of international law* (Houston, Tex.) 26:63-96, 2003.
- Rosas Rodríguez, R. Un enfoque comparativo sobre la formación de los contratos electrónicos en el derecho estadounidense y el derecho internacional. *Iuris tantum* (México, D.F.) 17:229-277, 2006.
- Rossello, C. Commercio elettronico. Milano, Giuffrè editore, 2006. xvi, 405 p. In Italian. Title in English: Electronic commerce.
- \_\_\_\_\_. Comunicazioni elettroniche. *Diritto marittimo* (Genova, Italy) 108:4:1032-1047, 2006. In Italian. Title in English: Electronic communications.
- Sánchez-Felipe, J.M. La réglementation du commerce électronique dans l'Union européenne. *Uniform law review = Revue de droit uniforme* (Roma) 4:665-682, 2000.
- Sandoval Lopez, R. The Chilean draft of electronic documents in relation with the UNCITRAL Model Law on Electronic Commerce. *Dickinson law review* (Carlisle, Pa.) 106:1:139-143, 2001.
- \_\_\_\_\_. Convención de las Naciones Unidas sobre la Utilización de las Comunicaciones Electrónicas en los Contratos Internacionales. *Revista del colegio de abogados de Chile, Regional Concepción* (Concepción, Chile) 11:12:29-33, 2005. In Spanish. Translation of title: United Nations Convention on Electronic Contracting (2005).
- Sarmiento, M.G. Anteproyecto de convención sobre la contratación electrónica llevado a cabo por el grupo de trabajo IV sobre comercio electrónico de la CNUDMI. *Derecho y tecnología* (San Cristóbal, Venezuela) 3:99-125, 2003. In Spanish. Translation of title: Draft convention on electronic contracting prepared by UNCITRAL Working Group IV on electronic commerce.
- Sawyer, A.J. An electronic transactions act for New Zealand: at last! *Journal of international banking law and regulation* (London) 18:4:151-159, 2003.
- \_\_\_\_\_. Electronic transactions bill for New Zealand: nothing new under the sun? *Journal of international banking law* (Andover, U.K.). Pt. 1 in 15:10:243-305, October 2000. Pt. 2 in 15:11:275-280, November 2000.
- Schapper, P.R., M. Rivolta and K. Leipold. Authentication: international scope and non-discrimination in government commerce vs. PKI. *Digital evidence journal* (Bedfordshire, U.K.) 2:2:93-99, 2005.
- \_\_\_\_\_. M. Rivolta and J.V. Malta. Risk and law in authentication. *Digital evidence journal* (Bedfordshire, U.K.) 3:1:10-16, 2006.
- Schlosser, P. Arbitral tribunals or state courts who must defer to whom? *ASA special series* (Basel) 15:15-34, 2001.
- Schneider, U.H. Die Angleichung des Rechts der grenzüberschreitenden Überweisungen. *Europäische Zeitschrift für Wirtschaftsrecht* (München) 8:19:589-593, 10. Oktober 1997. In German. Translation of title: Harmonization of the law on cross-border money transfers. A critical presentation of directive 97/5/EC of the European Parliament and of the

- Council of 27 January 1997 on cross-border credit transfers as compared with the UNCITRAL Credit Transfer Model Law (1992).
- Schroth, P.W. and W.J. Luddy. On the particular value to Africa and the developing world of the UN Convention on the Use of Electronic Communications in International Contracts. *International Academy of African Business and Development* (Athabasca, Canada) 7:136-143, 2006.
- Schulz, A., ed. Legal aspects of an e-commerce transaction. Munich, Sellier, 2006. x, 361 p. Proceedings of the international conference held in The Hague, 26 and 27 October 2004.
- Senacq, S. International sales and electronic commerce = La vente internationale et le commerce électronique. *Revue de droit des affaires internationales = International business law journal* (Paris) 3/4:489-500, 2001.
- Senni, T. Electronic signatures: the UNCITRAL model law = Signatures électroniques: la loi type élaborée par la CNUDCI. *Revue de droit des affaires internationales = International business law journal* (Paris) 1:55-75, 2005. In English and French.
- Smith, S.E. The United Nations Convention on the Use of Electronic Communication in International Contracts (Cuecic): why it should be adopted and how it will affect international e-contracting. *SMU science & technology review* (Dallas, Tex.) 11:2:133, winter 2007.
- Sorieul, R. Brief overview of international initiatives for an electronic commerce uniform legal network = Aperçu de quelques initiatives internationales pour un droit uniforme du commerce électronique. *Uniform law review = Revue de droit uniforme* (Roma) 4:4:908-926, 1999. In English and French on facing pages.
- \_\_\_\_\_ and J.R. Clift. Establishing a legal framework for electronic commerce: the work of the United Nations Commission on International Trade Law (UNCITRAL). *In* New trends in international trade law. Torino, Giappichelli, 2000. p. 333-347.
- Sorieul, R. The UNCITRAL Model Law and the modernization of legislation to facilitate electronic commerce. *In* Electronic commerce initiatives of ESCAP: business facilitation needs / Economic and Social Commission for Asia and the Pacific. New York, United Nations, 1998. p. 59-80. (Studies in trade and investment; 31)
- \_\_\_\_\_. The UNCITRAL's Model Law on Electronic Signatures. *In* Internet international law. International and European studies and comments. G. Chatillon, ed. Bruxelles, Bruylant, 2005. p. 389-397.
- \_\_\_\_\_. The United Nations Convention on Contracts for the International Sale of Goods (CISG) as a set of uniform rules for electronic commerce. *Business law international* (London) 4:280-408, September 2000.
- Srivastava, A. and S.B. Thomson. E-business law in China: strengths and weaknesses. *Electronic markets* (London) 17:2:126-131, 2007.
- Stoll, P.-T. and B. Goller. Electronic commerce and the internet. *German yearbook of international law = Jahrbuch für internationales Recht* (Berlin) 41:128-169, 1998. Contents dealing with the work of UNCITRAL: Electronic commerce communications and transactions, p. 150-166. Partly deals with UNCITRAL Model Law on Electronic Commerce (1996) and UNCITRAL draft Rules on Electronic Signatures (as of 1998).

- Tagini, P. E-commerce in Vanuatu: can contract law accommodate for new technology? *Journal of South Pacific law* (Suva) vol. 4, 2000. Available online at <http://www.paclii.org/journals/fJSPL/vol04/10.shtml>
- Tan, H.S.K. The impact of the Singapore Electronic Transactions Act on the formation of e-contracts. *Electronic communication law review* (The Hague) 9:2:85-112, 2002.
- Ter, K.L. Towards uniform electronic contracting law. *Singapore academy of law journal* (Singapore) 18:234-247, 2006.
- Thibaut, M. Digital signatures and certification authorities for a Central American high-tech powerhouse: the need for e-commerce legislation in Costa Rica. *ISLA journal of international & comparative law* (Fort Lauderdale, Fla.) 7:711-730, 2001. Also includes Spanish version of the article entitled "Firmas digitales y autoridades certificantes para un país centroamericano lider en el area de alta tecnología: la necesidad de legislación sobre el comercio electrónico en Costa Rica" on p. 853-874
- Thurlow, W.H. Electronic contracts in the United States and the European Union: varying approaches to the elimination of paper and pen. *Electronic journal of comparative law* 5:3, November 2001. Available online at <https://www.ejcl.org/53/abs53-1.html>
- Todd, P. E-commerce law. Abingdon, Routledge-Cavendish, 2005. xxiii, 266 p.
- UN tackles EDI on shipping. *Project & trade finance* (London) 157:20, May 1996.
- UNCITRAL and electronic signatures. *Documentary credits insight* (Paris) 5:2:24, spring 1999.
- UNCITRAL Model Law on Electronic Commerce. *EDI law review* (Dordrecht, The Netherlands) 3:4:275-283, 1996.
- United Nations. Legal implications of e-commerce: basic issues, initiatives and experiences in Asia. Bangkok, UN, 2007. 11 p. United Nations publication, Trade and Investment Division, Staff Working Paper 02/07.
- United Nations: UNCITRAL Model Law on Electronic Commerce: adopted December 16, 1996. *International legal materials* (Washington, D.C.) 36:1:197-209, January 1997. Contents: Introductory note / H.S. Burman, p. 197-199 — *I.L.M.* Content summary and English text of the UNCITRAL Model Law on Electronic Commerce (1996), p. 200-209. The text of the UNCITRAL Model Law on Electronic Commerce (1996) is a reproduction of annex I to the report of the United Nations Commission on International Trade Law on the work of its twenty-ninth session, 28 May-14 June 1996 (*Official Records of the General Assembly, Fifty-first Session, Supplement No. 17*) (A/51/17), p. 70-77.
- United Nations. UNCITRAL Model Law on Electronic Commerce with Guide to Enactment, 1996 with additional article 5 *bis* as adopted in 1998. New York, United Nations, 1999. vii, 75 p. United Nations publication, sales no. E.99.V.4. Contents: 1. General Assembly resolution 51/162 of 16 December 1996, on the report of the Sixth Committee (A/51/628) — 2. UNCITRAL Model Law on Electronic Commerce — 3. Guide to Enactment of the UNCITRAL Model Law on Electronic Commerce. Description based on English edition. Published in all official languages of the United Nations.
- United Nations. UNCITRAL Model Law on Electronic Signatures with Guide to Enactment, 2001. New York, United Nations, 2002. viii, 72 p. United Nations publication, sales no. E.02.V.8. Contents: Resolution adopted by the General

Assembly — Pt.1. UNCITRAL Model Law on Electronic Signatures (2001) — Pt. 2. Guide to Enactment of the UNCITRAL Model Law on Electronic Signatures (2001). Description based on English edition. Published in all official languages of the United Nations.

United Nations. United Nations Convention on the Use of Electronic Communications in International Contracts. New York, United Nations, 2007. v, 100 p. United Nations publication, sales no. E.07.V.2. Accompanied by Explanatory note prepared by the UNCITRAL secretariat on the Convention, p. 13-100. Description based on English edition. Published in all official languages of the United Nations.

United Nations. اتفاقية الأمم المتحدة المتعلقة باستخدام الخطابات الإلكترونية في العقود الدولية = 联合国国际合同 使用《电子通信公约》 = United Nations Convention on the Use of Electronic Communications in International Contracts = Convention des Nations Unies sur l'utilisation de communications électroniques dans les contrats internationaux = Конвенция Организации Объединенных Наций об использовании электронных сообщений в международных договорах = Convención de las Naciones Unidas sobre la Utilización de las Comunicaciones Electrónicas en los Contratos Internacionales. New York, United Nations, 2005. 10, 13, 14, 13, 15, 13 p. Certified true copy (X. 18), January 2006. Multilingual edition: Arabic, Chinese, English, French, Spanish and Russian.

Valdivia, D.C. Report on the e-commerce activities of the OAS, ICC, ABA, and UNCITRAL (panel discussion). *Arizona journal of international and comparative law* (Tucson, Ariz.) 17:1:109-118, winter 2000.

Vallens, J.-L. et R. Sorieul. Codifier le droit international privé en matière de procédures collectives? *Recueil dalloz* (Paris) 183:18:1225-1228, 2007.

Van Houtte, H. Parallel proceedings before state courts and arbitration tribunals: is there a transnational lis alibi pendens - exception in arbitration or jurisdiction conventions? *ASA special series* (Basel)15:35-54, 2001.

Vilus, J. Electronic commerce: an incentive for the modernisation and harmonisation of contract law. *Uniform law review = Revue de droit uniforme* (Roma) 8:1/2:163-170, 2003.

Walden, I. and R. Hill. The draft UNCITRAL Model Law for Electronic Commerce: issues and solutions. *Letter of credit update* (Arlington, Va.) 12:6:35-42, June 1996. Reprinted from: *Computer lawyer* (Frederick, Md.) 13:3:18-22, March 1996. Article deals with the UNCITRAL Draft Model Law on Legal Aspects of Electronic Data Interchange (EDI) and Related Means of Communication (1995), which is the immediate predecessor of the UNCITRAL Model Law on Electronic Commerce (1996).

Webb, D. Commercial law. *New Zealand law review* (Auckland, N.Z.) 2:171-188, 2001.

Weber, R.H. International e-trade. *International lawyer* (Chicago, Ill.) 41:3:845-872, 2007.

Werner, J. E-commerce.co.uk: local rules in a global net: online business transactions and the applicability of traditional English contract law rules. *International journal of communications law and policy* (Münster, Germany; New Haven, Conn.) 6:1-9, 2000-2001.

- Winn, J.K. and S. Yuping. Can China promote electronic commerce through law reform?: some preliminary case study evidence. *Columbia journal of Asian law* (New York) 20:2:415-450, 2007.
- \_\_\_\_\_ and M.C. Silveira. Secured transactions and electronic commerce law: diverging perspectives in North and South America. *Michigan state journal of international law* (East Lansing, Mich.) 16:30:577-607, 2007.
- Wulff, O. Das UNCITRAL Modellgesetz über den grenzüberschreitenden Überweisungsverkehr. Bielefeld, Giesecking, 1998. xli, 371 p. (Schriften zum deutschen und europäischen Zivil-, Handels- und Prozessrecht; Bd. 176). In German. Translation of title: UNCITRAL Credit Transfer Model Law (1992). Thesis (doctoral) — University of Regensburg (Germany) 1996/97. Includes bibliography and annex with English text of the Model Law.
- Yao, A. UNCITRAL Model Law on Electronic Signatures (2001). *Review of Osaka University of Commerce* (Osaka, Japan) 123:69-91, 2002. In Japanese.
- Zambakhidze, T. Basic principles of legal regulation of electronic commerce (problems and perspectives). *Georgian law review* (Tbilisi) 8:1-2:108-139, 2005. In English and Georgian.
- Zanobetti, A. Contract law in international electronic commerce = le droit des contrats dans le commerce électronique international. *Revue de droit des affaires internationales = International business law journal* (Paris) 5:533-562, 2000. Article in English and French.
- Zazhigalkin, A.V. (Зажигалкин, А.В.) Международно-правовое регулирование электронной коммерции. Санкт-Петербург, ТЕХМАШ, 2005. 28 с. Автореферат. In Russian. Translation of title: International legal regulation of electronic commerce.
- Zeng, G. 国际电子合同法的统一: 《国际合同使用电子通信公约》评析. *Zheng Fa Lun Cong* (China) 1:81-86, 2007. Translation of title: The unification of international electronic contracts law: review of the United Nations Convention on Electronic Contracting (2005).
- Zhao, Yun. Dispute resolution in electronic commerce. Leiden, Martinus Nijhoff publishers, 2005. xiii, 292 p.
- Ziel, G.J. van der. [Draft] Model Law on Electronic Data Interchange and Means of Communications: rules concerning maritime transport. *CMI news letter* (Antwerpen, Belgium) 1:13-15, 1996.