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Default rules for data provision contracts (fourth revision)

Note by the Secretariat

Contents

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I. Introduction

1. The annex to this note contains an annotated fourth revision of the draft default rules for data provision contracts, which the secretariat has prepared to reflect the deliberations of the Working Group at its sixty-eighth session (New York, 24–28 March 2025) (A/CN.9/1202, paras. 10–79).[1]

2. The Working Group will recall that, in the third revision that was considered at its sixty-eighth session (A/CN.9/WG.IV/WP.188), the drafting history for the various default rules was presented in the footnotes to each rule in a way that allowed the Working Group to review the text as a whole. Those footnotes have not been retained but are cross-referenced in the present revision. The Working Group may therefore wish to refer to A/CN.9/WG.IV/WP.188 for a fuller account of the drafting history of the project.

II. Issues for consideration

A. Rules placed in square brackets

3. The Working Group agreed to place several default rules in square brackets pending its consideration of other provisions. For convenience, those rules are extracted in this section and not reproduced in the annex.

1. Rules on conformity assessment and remedies

4. The following default rules in the third revision on conformity assessment were placed in square brackets:

(a) Article 8(4): “Where appropriate, the parties shall agree on procedures for assessing the conformity of the data and remedying any lack of conformity”;[2]

(b) Article 8(6): “The data recipient shall notify the data provider of any lack of conformity of the data within a reasonable time after discovering it”;[3]

(c) Article 8(7): “As between the parties, the data provider shall not bear the legal consequences of any lack of conformity of the data […] if, at the time of the conclusion of the contract, the data recipient knew or could not have been unaware of such lack of conformity”;[4]

(d) Article 11(3): “Each party shall give notice to the other party of any impediment to the use of the data arising from a right or claim of a third party without delay after becoming aware of the right or claim”.[5]

5. The Working Group agreed to revisit those rules in its consideration of default rules on non-performance, but time constraints prevented their discussion at the sixty-eighth session. At the present session, the Working Group may wish to pick up those deliberations in its consideration of article 12. In particular, building on the

[1] An “initial draft” (A/CN.9/WG.IV/WP.180) was considered by the Working Group at its sixty-fifth session (A/CN.9/1132, paras. 9–51), a “first revision” (A/CN.9/WG.IV/WP.183) was considered at its sixty-sixth session (A/CN.9/1162, paras. 59–89), a “second revision” (A/CN.9/WG.IV/WP.186) was considered at its sixty-seventh session (A/CN.9/1197, paras. 29–72) and a “third revision” was considered at its sixty-eighth session (A/CN.9/1202, paras. 10–79).

[2] For drafting history, see note 33 of A/CN.9/WG.IV/WP.188.

[3] For drafting history, see note 34 of A/CN.9/WG.IV/WP.188.

[4] For drafting history, see note 35 of A/CN.9/WG.IV/WP.188.

[5] For drafting history, see note 49 of A/CN.9/WG.IV/WP.188. At the sixty-eighth session, it was suggested to require notice to be given “without undue delay” (A/CN.9/1202, para. 77).

exchange of views at its sixty-eighth session (see A/CN.9/1202, paras. 44–47, 74 and 77) and earlier sessions,[6] the Working Group may wish to consider:

(a) What procedures (if any) to prescribe for assessing data conformity (e.g. inspection of the data and notification of non-conformity);

(b) What legal consequences (if any) to prescribe for non-compliance with those procedures;

(c) What specific legal consequences (if any) to prescribe for any lack of conformity detected pursuant to those procedures;

(d) The other issues relating to remedies identified by the secretariat in the third revision.[7]

2. Rules on providing and applying "means" to use the data

6. The following default rules in article 9(2) of the third revision on the use of data, which applied when the data is provided by giving access (as opposed to by delivery), were placed in square brackets:

(a) Article 9(2)(a): "The data provider shall provide the data recipient with the means necessary to use the data under the contract and these rules";[8]

(b) Article 9(2)(b): "The data recipient shall apply those means and is entitled to use the data within the limits of those means".[9]

7. Following broad support to decouple default rules on the use of data from the mode of provision, the Working Group agreed to revisit those rules in its further consideration of articles 5 and 6 (A/CN.9/1202, paras. 48 and 65).

8. It has been observed that the concept of "means" needs to be clarified (see A/CN.9/1132, para. 40, A/CN.9/1197, para. 63 and A/CN.9/1202, para. 62). The concept of "means" in article 9(1) refers to the operations that the data recipient performs when using the data, including those operations specified in article 1(b), while the concept in article 9(2) refers to the technical means (e.g. software) to perform those operations in using the data. Moreover, the "means" referred to in article 9(2) (i.e. the means to read and to process the data) has been distinguished from the "means" for accessing the data (i.e. the means to read the data), which has been suggested to form part of the concept of "providing" data in article 5 (see A/CN.9/1197, paras. 45 and 51 and A/CN.9/1202, para. 62).

9. Bearing in mind these clarifications and building on the deliberations on article 9(2) at its sixty-eighth session (A/CN.9/1202, paras. 60–65), the Working Group may wish to consider:

(a) Specifying that the obligation to provide the data under article 5 includes an obligation to provide the means for accessing the data (e.g. by inserting at the end of article 5(2) the words "including any information necessary to access the data"), such as the provision of an encryption key to access encrypted data;[10]

(b) Confirming the deletion of article 9(2), which has not been retained in the present revision.[11]

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[6] See remarks in note 34 of A/CN.9/WG.IV/WP.188. In particular, a rule requiring the data recipient to inspect the provided data was included in the initial draft but not retained in subsequent drafts after doubts were raised as to the applicability of the corresponding rules in articles 38 and 29 of the CISG to data transactions (A/CN.9/1132, para. 37).

[7] See remarks in paras. 18–20 of A/CN.9/WG.IV/WP.188.

[8] For drafting history, see note 41 of A/CN.9/WG.IV/WP.188.

[9] For drafting history, see note 42 of A/CN.9/WG.IV/WP.188.

[10] See note 24 of A/CN.9/WG.IV/WP.188.

[11] The remaining default rule in article 9(2)(c) of the third revision has already been superseded by the recast of article 9(1) (see A/CN.9/1202, para. 65).

B. Applying the rules differentially depending on the type of data transactions

1. Contracts for the "passive" provision of data

10. The "passive" provision of data was discussed at length at the sixty-eighth session of the Working Group (A/CN.9/1202, paras. 23 and 78–79). Attention focused on whether and how the default rules on data conformity should be applied differentially to the "passive" provision of data, although rules on the use of data and on remedies had also been mentioned at the sixty-seventh session.[12] It was suggested that transactions involving the "passive" provision of data could be distinguished by reference to the mode of provision, in that the data provider merely "allowed" access to the data by refraining from limiting or impeding access by the data provider, as opposed to "enabling" access by taking proactive steps to arrange access for the data recipient (ibid., paras. 21–22). However, the correctness of applying different default rules depending on the mode of provision was later called into question (ibid., para. 48).

11. If the Working Group wishes to include contracts for the "passive" provision of data within scope, it may wish to consider whether the revisions made to articles 8 and 9 sufficiently accommodate such transactions, particularly the concern to avoid imposing responsibilities on "passive" data providers which they cannot reasonably be expected to undertake. The Working Group may also wish to bear such transactions in mind when considering the default rules on remedies in article 12.

2. Contracts reflecting a "sales" or "licensing" approach

12. It was suggested at the sixty-eighth session that the default rules on the use of data could be applied differentially depending on whether the transaction reflected a "sales" or a "licence" approach (A/CN.9/1202, para. 50). Article 9 of the present revision has been reformulated as agreed by the Working Group at that session. It lists a single set of use rights, which could be said to reflect aspects of both approaches. Specifically, article 9 entitles the data recipient to determine the purposes and means of use, which is indicative of a "sales" approach, while it entitles the data provider to continue to use the data, which is indicative of a "licensing" approach.[13]

13. The Working Group may wish to consider whether it is sufficient to rely on the agreement of the parties to adapt the default settings reflected in article 9 to suit their specific type of transaction. Alternatively, it may wish to consider establishing an additional list of use rights that applies to transactions reflecting more a "sales" or "licence" approach, while bearing in mind the preference expressed within the Working Group at earlier sessions to avoid characterizing data provision contracts as "sales or "licences" (see A/CN.9/1132, para. 39). For example, a default rule could be inserted that effectively reverses the default settings in paragraphs (b) and (c) if the parties have agreed to depart from the default rule in paragraph (a) by limiting the purposes or means by which the data recipient is to use the data.

C. Imposing additional obligations on the data recipient

14. At its sixty-eighth session, the Working Group heard suggestions for additional default rules requiring the data recipient (i) to dispose of the data upon expiry or earlier termination of the contract and (ii) to respect third-party rights when using the data (A/CN.9/1202, para. 59). Similar suggestions have been made at earlier sessions (see A/CN.9/1132, para. 41, A/CN.9/1162, para. 84; and A/CN.9/1197, para. 63).

[12] For earlier consideration of the issue by the Working Group, see paras. 11–12 of A/CN.9/WG.IV/WP.188.

[13] See remarks in para. 43 of A/CN.9/WG.IV/WP.180.

15. With regard to the first additional rule (on disposal of data), the Working Group may wish to consider inserting a default rule in article 9 along the following lines:

> "If the parties have agreed that the data recipient is to use the data only for a limited period of time, the data recipient shall erase the data at the end of that period."[14]

16. With regard to the second additional rule (on respecting third-party rights), a rule requiring the data recipient to "ensure that the data is not used in a manner that infringes the rights of the data provider or of a third party with respect to the use of the data" was inserted in the first revision[15] but was deleted following deliberations at the sixty-sixth session (A/CN.9/1162, para. 85). In considering whether to take up the suggestion, the Working Group may wish to consider how to integrate such a rule into the current revision, particularly in view of the default rule in article 8(3)(b), which requires the data to be provided "free from any right or claim of a third party which impedes the use of the data under the contract or these rules", as well as the default rule in article 11(3) (extracted in para. 4 above), which requires the parties to notify one another of any impediment to the use of the data arising from a right or claim of a third party.

D. Form of the default rules

17. The Working Group may wish to hold a discussion on the possible form of the default rules. Various options have been mentioned in earlier sessions, including the development of default rules as part of a legislative text, a guide to good practice for parties, or a legislative guide.[16] While the possibility of model contract clauses has also been noted, this was not actively pursued as a standalone outcome; such clauses could instead accompany or supplement a legislative text or guide (A/CN.9/1132, para. 10). One possible option the Working Group may wish to explore is whether a convention could be appropriate. In that regard, it may be recalled that the draft rules were developed using the United Nations Convention on Contracts for the International Sale of Goods (CISG) as a conceptual model for identifying legal issues relevant to data provision contracts (A/CN.9/1132, para. 15).

18. As the secretariat reported to the Working Group at its last session,[17] no decision has been taken on the form or legal nature of the eventual output. The Working Group has proceeded on the basis of draft default rules, prepared and revised by the secretariat, which establish standards from which the parties may derogate in accordance with the principle of party autonomy (A/CN.9/1132, para. 14). While the formulation of default rules does not presuppose a particular final form of instrument, the ultimate format will have implications for both the drafting and the content of the rules.

[14] It is assumed that an obligation to erase the data is more appropriate as a primary rule than an obligation to deliver up the data.

[15] See article 8(3)(c) of A/CN.9/WG.IV/WP.183. This obligation was not retained in the second revision to reflect a suggestion at the sixty-sixth session (A/CN.9/1162, para. 85).

[16] A/CN.9/WG.IV/WP.188, paras. 4–5.

[17] Ibid.

Annex

Article 1. Definitions[1]

For the purpose of these rules:

(a) "Data" means a representation of information in electronic form or other form suitable for processing in an information system;

(b) "Using" data includes performing one or more operations involved in the processing of data, such as sharing, porting, transferring or providing data.

Article 2. Scope of application[2]

1. These rules apply to contracts for the provision of data under which one party (the "data provider") provide data [that it holds] to another party (the "data recipient"), whether or not with the involvement of a third party.

2. These rules do not apply to contracts for the supply of software.

[3. These rules do not apply to contracts concluded [by a data provider] for personal, family or household purposes[, unless the data provider, at any time before or at the conclusion of the contract, neither knew nor ought to have known that the data recipient was acting for any such purposes].]

4. Nothing in these rules affects the application of any rule of law that may govern the provision of data, including laws related to data privacy and protection, the protection of consumers, trade secrets or intellectual property.

Article 3. Party autonomy[3]

1. The parties may derogate from or vary by agreement any of these rules.

2. Such an agreement does not affect the rights of any person that is not a party to that agreement.

Article 4. Interpretation[4]

1. In the interpretation of these rules, regard is to be had to their international origin and to the need to promote uniformity in their application and the observance of good faith in international trade.

2. Questions concerning matters governed by these rules which are not expressly settled therein are to be settled in conformity with the general principles on which they are based.

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[1] *Definitions – general*: Article 1 was not considered by the Working Group at its sixty-eighth session and remains unchanged from the third revision. For remarks on the article, see notes 10–13 of A/CN.9/WG.IV/WP.188.

[2] *Scope of application – general*: Article 2 was not considered by the Working Group at its sixty-eighth session and remains unchanged from the third revision. For remarks on the article, including the square brackets, see notes 11–19 of A/CN.9/WG.IV/WP.188.

[3] *Party autonomy – general*: Article 3 was not considered by the Working Group at its sixty-eighth session and remains unchanged from the third revision. For remarks on the article, see note 20 of A/CN.9/WG.IV/WP.188. In addition to article 3, several rules are stated to apply subject to the agreement of the parties or similar. While it has been acknowledged that such statements could be seen as redundant in view of article 3 (A/CN.9/1162, para. 84), it has been observed that they can nevertheless serve a useful purpose in clarifying the application of the default rules (A/CN.9/1202, para. 57).

[4] *Interpretation – general*: Article 4 was not considered by the Working Group at its sixty-eighth session and remains unchanged from the third revision. For remarks on the article, see note 21 of A/CN.9/WG.IV/WP.188.

Article 5. Obligation to provide the data[5]

1. The data provider shall provide the data to the data recipient as [required by] [specified in] the contract and according to these rules.

2. The obligation of the data provider in paragraph 1 consists of making the data available to the data recipient.[6]

Article 6. Mode of provision of the data[7]

1. The data provider shall make the data available to the data recipient by the mode agreed upon by the parties.[8]

2. In the absence of an agreed mode of provision, the data provider shall make the data available to the data recipient by:[9]

(a) Delivering the data to the data recipient, including by enabling the data recipient to export the data from a particular information system; or

(b) Giving the data recipient access to the data in a particular information system.

Article 7. Timing of provision of the data[10]

1. The data provider shall provide the data according to the time frame fixed by or determinable from the contract.

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[5] *Obligation to provide – general*: Article 5 has been revised to reflect the suggestion agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 16). For clarity, the secretariat has also suggested replacing the words "required by" with "specified in" and to insert the words "according to" in paragraph 1. For drafting history, see note 22 of A/CN.9/WG.IV/WP.188.

[6] *Obligation to provide – making the data "available"*: At the sixty-eighth session, the Working Group agreed to focus on data availability rather than accessibility as the essential component of the obligation to provide data (A/CN.9/1202, para. 16). The obligation to provide data is concerned not with the "usability" of the data under the contract but with putting the data recipient in a position to use the data (ibid., paras. 15 and 16).

[7] *Mode of provision – general*: Article 6 has been revised to reflect suggestions made during the sixty-eighth session of the Working Group (A/CN.9/1202, para. 17–24). In particular, paragraph 1 re-establishes a default rule that defers to the agreement of the parties (ibid., para. 19) and paragraph 2 contains a simplified list of modes available in the absence of agreement (ibid., para. 20). The word "or" has been inserted at the end of subparagraph (a) for clarity. For drafting history, see notes 25 and 26 of A/CN.9/WG.IV/WP.188.

[8] *Mode of provision – default rule*: Concerns have been expressed within the Working Group about a default rule that merely defers to the agreement of the parties, but so have concerns for different business models to be "sufficiently accommodated" (A/CN.9/1202, paras. 18–19).

[9] *Mode of provision – fallback rule*: Paragraph 2 identifies "delivery" and "giving access" as two distinct modes of provision. Each mode is described in terms that avoid referring to information systems under the "control" of either party (A/CN.9/1202, para. 18). Subparagraph (a) has been further revised to reflect a suggestion to refer to the data provider taking steps to export the data from its system (ibid., para. 22). The suggestion to split subparagraph (b) into "enabling" access and "allowing" access has not been reflected pending further consideration of the issue of accommodating contracts for the "passive" provision of data (see para. 10 of the cover note).

[10] *Timing of provision – general*: Paragraph 2 has been revised as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 28). Article 7 is intended to apply to data that is provided as a single occurrence, at recurring intervals (including by way of updates) or continuously (A/CN.9/1132, para. 29) and extends to "future" data (i.e. data that is not in existence at the time of the conclusion of the contract) (A/CN.9/1202, para. 27). The reference to "time frame" in paragraph 1 encompasses notions of periodicity and timeliness (A/CN.9/1197, para. 49), and thus the default rule assumes that the contract will deal with how often the data is provided and how promptly it is provided once available. At the sixty-eighth session of the Working Group, it was suggested that article 7 could refer explicitly to real-time data access. Access to data in real time connotes not only the periodicity and timeliness of the data provision (i.e. data provided continuously and as soon as it is generated), but also the currency of the data. Accordingly, it has been recognized within the Working Group that real-time data access engages the default rules on timing in article 7 and the default rules on conformity in article 8.

2. In the absence of a time frame fixed by or determinable from the contract, the data provider shall provide the data without undue delay.

Article 8. Conformity of the [provided] data[11]

1. The data shall be of the quantity, quality and description as agreed by the parties.[12]

2. In addition, the data shall:[13]

(a) Possess the characteristics that may reasonably be expected of data provided by the data provider in the circumstances;

(b) Be fit for any particular purpose expressly or impliedly made known to the data provider at the time of the conclusion of the contract, except where the circumstances show that the data recipient did not rely, or that it was unreasonable for the data recipient to rely, on the data provider's skill and judgment; and

(c) Possess the characteristics which the data provider has held out to the data recipient as a sample or model.

3. The data shall be provided:

(a) In compliance with applicable law;[14] and

(b) Free from any right or claim of a third party which impedes the use of the data under the contract or these rules and of which, at the time of the conclusion of the contract, the data provider knew or could not have been unaware.[15]

[4. In assessing whether the requirements under paragraphs 1 and 2 are met, regard is to be had to:

(a) All relevant characteristics of the data, including its authenticity, integrity, completeness, accuracy and currency, as well as the format and structure of the data; and

(b) Any agreement between the parties or applicable industry standards.][16]

[11] *Data conformity – general*: Article 8 has been revised to reflect the deliberations of the Working Group at its sixty-eighth session (A/CN.9/1202, para. 29–47). If the Working Group agrees to retain the word "provided" in the heading of article 9 (see note 34 below), it may wish to insert the word in the heading of article 8 for consistency. For drafting history, see note 28 of A/CN.9/WG.IV/WP.188.

[12] *Data conformity – basic standard*: Paragraph 1 of article 8 has been revised as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, paras. 30 and 34).

[13] *Data conformity – supplementary standards*: Paragraph 2(a) of article 8 has been revised as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 35). For drafting history of that subparagraph, see note 30 of A/CN.9/WG.IV/WP.188. Subparagraphs (b) and (c) remain unchanged from the third revision (A/CN.9/1202, para. 36).

[14] *Data conformity – lawfulness of provision*: Paragraph 3(a) of article 8 remains unchanged from the third revision (A/CN.9/1202, para. 40). For drafting history, see note 31 of A/CN.9/WG.IV/WP.188.

[15] *Data conformity – freedom from third-party rights and claims*: Paragraph 3(b) of article 8 remains unchanged from the third revision (A/CN.9/1202, para. 40). For drafting history, see note 32 of A/CN.9/WG.IV/WP.188.

[16] *Data conformity – assessment criteria*: Paragraph 4 of article 8 has been placed in square brackets as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 47) and otherwise remains unchanged from the third revision. It was inserted in the first revision to provide guidance on assessing data conformity following deliberations by the Working Group at its sixty-fifth session (A/CN.9/1132, paras. 33 and 35).

Article 9. Use of the [provided] data[17,18]

Unless otherwise agreed by the parties:

(a) The data recipient is entitled to use the data for any lawful purpose and by any lawful means;

(b) The data recipient is entitled to use the data for an unlimited period of time;

(c) The data recipient is not entitled to provide or otherwise transfer the data to a third party;

(d) The data provider is entitled to continue to use the data;

(e) The data provider is entitled to provide the data to a third party.

Article 10. Derived data[19]

1. As between the parties to the contract, the data recipient is entitled to provide derived data to a third party.

2. For the purposes of paragraph 1, "derived data" means data that:

(a) The data recipient generated by processing the data provided under the contract, including by combining that data with other data; and

(b) Is sufficiently distinct from the data from the data provided under the contract in terms of its content, format and structure.

3. For the purposes of paragraph 2(b), whether the derived data is sufficiently distinct is to be determined taking into account all relevant circumstances, which may include:

(a) Whether the derived data can be processed to generate data that is essentially identical to the data provided under the contract, including by way of reverse engineering;

(b) Whether the derived data can be used as a substitute for the data provided under the contract; and

(c) The level of investment involved in the generation of the derived data.

[17] *Use of the data – general*: Article 9 has been revised as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 58). For clarity, the chapeau has further been simplified and the words "or otherwise transfer" have been inserted after "provide" in subparagraph (c). For drafting history, see note 36 of A/CN.9/WG.IV/WP.188.

[18] *Use of the data – heading*: The heading of article 9 has been revised as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 66). In earlier versions, the heading referred to "use of provided data". The heading was changed in the third revision to "use of the data" to align with the headings of other articles, which in turn reflected an assumption that the reference to "the" data implied the data provided under the contract.

[19] *Derived data – general*: As agreed by the Working Group (A/CN.9/1202, para. 71), article 10 has been revised to reflect suggestions put forward at its sixty-eighth session (ibid., paras. 67–70). For clarity, the chapeau of paragraph 3 and paragraph 3(a) have further been reformulated (compare article 10(2) of the third revision). For drafting history, see note 44 of A/CN.9/WG.IV/WP.188.

Article 11. Common obligations of the data provider and data recipient[20]

1. Each party shall cooperate with the other party when such cooperation may reasonably be expected for the performance of that party's obligations under the contract and these rules.[21]

[2. Each party shall give notice to the other party of any serious data breach affecting the provision of the data under the contract within a reasonable time after becoming aware of it.][22]

Article 12. Non-performance[23]

1. Nothing in these rules affects the application of any rule of law that may govern the legal consequences of a failure of a party to perform its obligations under the contract or these rules.[24]

[2. If the data provider fails to perform its obligations under articles 6 or 7, the data recipient may require performance by the data provider in accordance with applicable law.]

[3. If the data provider is entitled by law to claim restitution from the data recipient of data provided under the contract, that requirement may be met by the data recipient erasing the data from any information system under its control, provided that the data provider remains in a position to use the data.]

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[20] *Common obligations – general*: Article 11 has been revised to reflect the deliberations of the Working Group at its sixty-eighth session (A/CN.9/1202, paras. 72–77). For drafting history, see note 46 of A/CN.9/WG.IV/WP.188. For convenience, paragraph 3 of the third revision, which imposed a common duty to notify impediments to the use of the data, has been extracted and is addressed in the cover note (see para. 4).

[21] *Common obligations – general duty to cooperate*: Paragraph 1 remains unchanged from the third revision (A/CN.9/1202, para. 77). For drafting history, see note 47 of A/CN.9/WG.IV/WP.188.

[22] *Common obligations – duty to notify data breaches*: Paragraph 2 has been placed in square brackets as agreed by the Working Group at its sixty-eighth session (A/CN.9/1202, para. 77). It has also been revised to reflect some drafting suggestions made at the session (ibid., para. 75). It was also suggested to require notice to be given "without undue delay" (ibid., para. 77). For drafting history, see note 48 of A/CN.9/WG.IV/WP.188.

[23] *Non-performance – general*: Article 12 was not considered by the Working Group at its sixty-eighth session and remains unchanged from the third revision. For remarks on the article, see note 50 of A/CN.9/WG.IV/WP.188.

[24] *Non-performance – preservation of remedies under applicable law*: see footnote 51 of A/CN.9/WG.IV/WP.188.