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Report of Working Group IV (Electronic Commerce) on the work of its sixty-first session (New York, 6–9 April 2021)

Contents

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I. Introduction

1. Background information on the work of the Working Group on legal issues related to identity management (IdM) and trust services may be found in document A/CN.9/WG.IV/WP.166, paragraphs 4–17.

II. Organization of the session

2. The Working Group, composed of all States members of the Commission, held its sixty-first session from 6 to 9 April 2021. The session was organized in accordance with the decision of the States members of the Commission on the format, officers and methods of work of the UNCITRAL working groups during the coronavirus disease (COVID-19) pandemic, adopted on 19 August 2020 and extended by decision adopted on 9 December 2020 (see annex I of document A/CN.9/1038 and A/CN.9/LIII/CRP.14). Arrangements were made to allow delegations to participate in person at the Vienna International Centre and remotely.

3. The session was attended by representatives of the following States members of the Working Group: Algeria, Argentina, Austria, Belgium, Brazil, Canada, Chile, China, Colombia, Côte d'Ivoire, Czechia, Dominican Republic, Ecuador, France, Germany, Ghana, Honduras, Hungary, India, Indonesia, Iran (Islamic Republic of), Israel, Italy, Japan, Lebanon, Libya, Malaysia, Mali, Mexico, Pakistan, Peru, Philippines, Poland, Republic of Korea, Russian Federation, Singapore, South Africa, Spain, Sri Lanka, Switzerland, Thailand, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, United States of America, Venezuela (Bolivarian Republic of), Viet Nam and Zimbabwe.

4. The session was attended by observers from the following States: Angola, Bhutan, Botswana, Burkina Faso, Costa Rica, El Salvador, Guatemala, Kyrgyzstan, Lao People's Democratic Republic, Madagascar, Mauritania, Morocco, Niger, Paraguay, Qatar, Saudi Arabia, Senegal, Sudan and Sweden.

5. The session was attended by observers from the Holy See and from the European Union.

6. The session was attended by observers from the following international organizations:

(a) *United Nations system*: World Bank;

(b) *Intergovernmental organizations*: Eastern and Southern African Trade and Development Bank;

(c) *International non-governmental organizations*: All India Bar Association, Alumni Association of the Willem C. Vis International Commercial Arbitration Moot, Asociación Americana de Derecho Internacional Privado, China Council for the Promotion of International Trade, China International Economic and Trade Arbitration Commission, Council of the Notariats of the European Union, European Law Institute, European Law Students' Association, Grupo Latinoamericano de Abogados para el Derecho del Comercio Internacional, International and Comparative Law Research Center, International Association of Young Lawyers, International Bar Association, International Chamber of Commerce, International Union of Notaries, Kozolchyk National Law Center, Law Association for Asia and the Pacific and Union Internationale des Hussiers de Justice.

7. According to the decisions by States members (see para. 2 above), the following persons continued their office:

Chairperson: Ms. Giusella Dolores FINOCCHIARO (Italy)

Rapporteur: Mr. Paul KURUK (Ghana)

8. The Working Group had before it the following documents:

(a) An annotated provisional agenda (A/CN.9/WG.IV/WP.166);

(b) A note by the Secretariat containing draft provisions on the use and cross-border recognition of IdM and trust services (A/CN.9/WG.IV/WP.167) ("draft provisions");

(c) Comments on the draft provisions submitted by the World Bank (A/CN.9/WG.IV/WP.168).

9. The Working Group adopted the following agenda:

1. Opening of the session and scheduling of meetings.
2. Adoption of the agenda.
3. Draft instrument on the use and cross-border recognition of identity management and trust services.
4. Other business.

III. Deliberations and decisions

10. The Working Group continued its consideration of legal issues related to IdM and trust services on the basis of the documents listed in paragraph 8.

11. The Working Group was reminded that the Commission had, at its fifty-third session, encouraged the Working Group to finalize its work and to submit it to the consideration of the Commission at its upcoming fifty-fourth session (A/75/17, part two, para. 41). The Working Group agreed that substantial progress had been made on the draft provisions, despite the limitations arising from the format of the session during the COVID-19 pandemic. Noting that resolution was still pending on several draft provisions, the Working Group recommended that it continue consideration of pending matters at its next session with a view to finalizing the draft provisions at that session. To that end, the Working Group requested the Secretariat to revise the draft provisions to incorporate its deliberations and decisions at the present session, as set out in chapter IV below, and to present the revised draft provisions together with draft explanatory materials for consideration at the next session.

IV. Draft instrument on the use and cross-border recognition of identity management and trust services

A. Preliminary matters

12. The Working Group heard that, as foreshadowed at the sixtieth session (A/CN.9/1045, para. 11), informal consultations had been held on 15–17 March 2021 to discuss several outstanding issues, namely liability, the relationship of the draft provisions with existing UNCITRAL texts, cross-border recognition, and definitions and other terminological issues. The Working Group was invited to focus its deliberations on those issues.

B. Liability

13. It was observed that articles 12 and 24 of the draft provisions were in similar terms, and that each presented two options for a liability provision with respect to IdM services and trust services, respectively. The Working Group proceeded to consider both articles together.

14. The Working Group was informed that option B had attracted support during informal consultations, but with paragraph 1 amended to omit the words “intentional or negligent”. It was explained that, pursuant to paragraph 2, questions of fault would therefore be left to applicable law outside the draft provisions.

15. Attention was drawn to a proposal of the United States (“US proposal”), which (a) expressed the view that establishing a statutory basis for liability in the draft provision would not be a practical way forward as it did not sufficiently take into account that many IdM systems and trust services were governed by contractual frameworks, which might include a liability regime, and (b) put forward the following alternative liability provision:

> “(1) Subject to rules of mandatory law and the express obligations provided for in articles [6, 7 and 14], the liability of the participants in an [IdM system] [trust service] is governed by the operational rules, procedures, and practices governing the [IdM system] [trust service];
>
> (2) Liability not governed by paragraph 1 shall be governed by otherwise applicable law.”

16. It was explained that the words “operational rules, procedures, and practices” repeated the wording used in article 6(a) and that, as those rules, procedures and practices were also placed on a contractual footing (see A/CN.9/1045, para. 13), the alternative provision made it possible to always require compliance with the said provisions of article 6(a), even if liability for those obligations had been limited by contract.

17. Attention was also drawn to a proposal of France, which (a) expressed a preference for option B, and (b) put forward the view that paragraph 3(b) of option B should be amended to require the subscriber to have knowledge of, and to have accepted, the limitations on the purpose or value of the transactions for which the service may be used. Broad support was expressed for implementing the principle of transparency in the draft provisions. In that regard, it was suggested that article 6(d) should specify that reasonable access to operational rules, procedure and practices should be provided to all parties, similarly to article 14(1)(b).

18. Finally, attention was drawn to the paper submitted by the World Bank (A/CN.9/WG.IV/WP.168), which advised that the draft provisions should opt to rely on liability under applicable law, without establishing any new basis for liability.

19. Different views were expressed in the Working Group as to which option should be preferred.

20. Some support was expressed for option A, although it was added that option B could be accepted if paragraph 1 were amended to omit the words “intentional or negligent”.

21. Broad support was expressed for option B, including the amendment to omit the words “intentional or negligent”. Support was also expressed for a proposal to refer to liability for “loss” (rather than liability for “damage”). It was explained that the reference was more in line with other UNCITRAL texts, although a question was raised as to whether the term “loss” was suitable for some legal systems.

22. It was observed that paragraph 1 of option B established liability to “any person”. A view was expressed that the liability provision should only deal with liability to subscribers. It was added that the cost of covering an unknown scope of direct liability to third parties would be passed on to subscribers by way of increased fees. It was also added that, in any case, even if paragraph 1 only dealt with liability to subscribers, a third party was not without recourse as the third party could seek redress against the subscriber for the loss suffered, and the subscriber would then seek redress against the provider.

23. It was observed that paragraph 3 provided only for liability to subscribers to be limited. It was suggested that paragraph 3 could be extended to liability to third parties

(e.g. relying parties), and that this could be balanced by an obligation on the service provider to make the limitations on the service known to those third parties (see para. 6 above). The Working Group was invited to consider how such a mechanism could operate in practice and whether the obligation to make operational rules, policies and practices available under articles 6(d) and 14(1)(b) covered this scenario.

24. It was observed that, if option B established a statutory basis for liability separate from liability under mandatory law and contract law, the Working Group would need to address the relationship between the draft provisions and contractual agreements. One question was whether the service provider could exclude under contract its liability for failure to comply with its obligations under the draft provisions. Another question was the extent to which the contract could deviate from the obligations under the draft provisions. In that regard, it was pointed out that the Working Group had previously acknowledged that some of the obligations established minimum standards for which there was no room for contractual deviation (see, e.g., A/CN.9/1045, para. 19).

25. It was nevertheless noted that option B should not displace liability under contract law. To this end, support was expressed for a proposal to specify in paragraph 1 that the provision was without prejudice to liability of the service provider arising from a failure to comply not only with other obligations under the law, but also its obligations "under contract".

26. Support was also expressed for the alternative provision put forward in the US proposal. It was noted that the US proposal was flexible and essentially covered the same bases of liability as option B. It was also noted that, by focussing on liability under contract, it avoided some of the pitfalls associated with harmonizing rules on liability.

27. Noting that the US proposal extended liability to all "participants", which was not a term used in the draft provisions, it was suggested that the meaning of the term should be clarified. It was questioned whether it would be sufficient to limit the proposal to liability of service providers given the absence of a reference in the alternative provision to the obligations of subscribers in article 8.

28. An attempt was made to distil common elements from option B and the alternative provision put forward in the US proposal. First, both provisions preserved mandatory law, including obligations of the service provider under the draft provisions. Second, both provisions recognized that the service provider could be liable for failing to comply with its obligations under the draft provisions regardless of whether those obligations also had a contractual footing. Third, both provisions acknowledged the possibility to limit liability under contract. Fourth, both provisions accepted that all other matters relating to liability were left to applicable law outside the draft provisions. It was suggested that a liability provision built on those common elements could attract consensus.

29. The Working Group was invited to consider whether, as an alternative to establishing a statutory basis for liability, the draft provisions could attach other legal consequences to a failure of a service provider to comply with its obligations thereunder. It was noted that such a failure was already a relevant consideration under article 10(1) in determining the reliability of an IdM system for the purposes of the functional equivalence provision in article 9. In response, a view was expressed that that consequence was not a sufficient substitute for liability.

C. Trust services

30. The Working Group was informed that the relationship between trust services and the functional equivalence rules in articles 16 to 21 had been discussed during informal consultations.

1. Presumption of reliability

31. The Working Group was invited to express its view on the proposal set out in footnote 51 of A/CN.9/WG.IV/WP.167, which concerned the consolidation of provisions establishing the presumption of reliability for methods that used a designated trust service. Attention was drawn to a submission by France, which did not support the proposal.

32. It was observed that the proposal would streamline chapter III of the draft provisions without affecting the substance of the existing provisions. Broad support was expressed for avoiding redundancy and repetition in the draft provisions, although it was cautioned that this should not come at the expense of certainty and completeness.

33. A view was expressed that article 23 dealt with the designation of trust services and not with the determination of reliability of methods used by trust services, and that it was therefore not appropriate for the provisions to be consolidated in article 23. The need to keep separate the designation of trust services and the determination of reliability was stressed. In response, it was noted that article 23 was concerned with reliability as it dealt with the designation of reliable trust services, and that the provisions being consolidated were concerned with designation as the presumption that they established was only raised by the use of a designated trust service. It was concluded that it was therefore appropriate for the provisions to be consolidated in article 23.

34. In light of those comments, it was suggested that the provisions could instead be consolidated in article 22. While some support was maintained for retaining the provisions in article 23, the Working Group agreed to proceed on the basis of the suggestion. It was added that due consideration should be given to the connection between articles 22 and 23.

2. Definition of “trust service”

35. The Working Group was informed that a proposal had been put forward during informal consultations to amend the definition of “trust service” in article 1(k) by inserting the words “the methods and means for creating and managing” after the words “and includes”. It was explained that the insertion aimed at clarifying that the trust service referred to the services provided and not to the result deriving from the use of those services, which in turn helped to clarify the effect of article 13.

36. Broad support was expressed in the Working Group for such clarification. Several suggestions were made with respect to drafting. For instance, it was said that the reference to “means” should be deleted as it could have the effect of overstretching the notion of trust service providers. One alternative suggestion was to replace the words “and includes” in article 1(k) with the words “which consists of the creation and management of”.

37. On a related note, it was asked whether the list contained in draft article 1(k) was “open-ended” (i.e. non-exhaustive) or “closed” (i.e. exhaustive). It was recalled that the Working Group had previously agreed that the list should be non-exhaustive (A/CN.9/1005, para. 18). It was noted that the development of additional trust services in the future was possible.

38. The view was expressed that, although it was desirable to make the instrument as future-proof as possible, it was not practical to retain an open-ended list as each new trust service would require a corresponding functional equivalence rule. Hence, it was added, it would be necessary to insert a new functional equivalence rule each time a new trust service was identified in order to give legal effect to that new trust service. It was also queried whether it was appropriate for the draft provisions to deal with trust services whose features were yet unknown. Accordingly, a suggestion was made to delete the “abstract definition” of “trust service” in the first part of article 1(k) and retain only a closed list.

39. Conversely, the view was expressed that an open-ended list was needed so that the provisions could apply flexibly to new trust services. It was suggested that the open-ended nature of the list should be clarified by prefacing it with qualifiers such as “among other things”. Another suggestion was to delete the list altogether and retain only the “abstract definition”. It was added that the word “certain” could also be deleted.

40. In the same line, it was explained that current and future trust services may not have a paper-based equivalent, and therefore that it was not appropriate to link trust services and functional equivalence rules.

3. Relationship with existing UNCITRAL texts

41. Broad support was expressed for the general principle that the draft provisions should be consistent with existing UNCITRAL texts on electronic commerce. It was noted that the issue was particularly relevant with respect to the United Nations Convention on the Use of Electronic Communications in International Contracts (ECC) (see A/CN.9/1045, para. 32). Several areas of potential divergence with the ECC were identified. At the same time, it was cautioned that ensuring consistency should not come at the expense of legal certainty in the draft provisions or improvements in their drafting.

(a) Where the law “permits”

42. It was observed that, while article 16 of the draft provisions applied where the law permitted a signature, article 9(3) ECC applied instead where the law provided consequences for the absence of a signature. It was recalled that the notion of the law “permitting” a signature had been introduced in article 9 of the UNCITRAL Model Law on Electronic Transferable Records, and that the Working Group had considered the meaning of the term “permits” at its fifty-ninth session in the context of IdM (A/CN.9/1005, para. 99).

43. A variety of views were put forward in favour of deleting, replacing or supplementing the words “or permits” in article 16(1). Broad support was expressed for deleting those words. It was noted that the notion of the law “requiring” a signature already covered the notions of the law permitting a signature or providing consequences for the absence thereof, and that it was therefore sufficient to refer only to the law “requiring” a signature. It was observed that, while the notion of the law “permitting” a signature might be appropriate in the context of transferable records, it was not appropriate for a functional equivalence rule of broad application.

44. To maintain consistency with article 9(3) ECC, it was proposed to replace the words “or permits” in article 16(1) with the words “or provides consequences for the absence of”. It was explained that the latter formulation covered the same situations as the term “permits”, with the example given of a document being invalid or inadmissible in evidence for want of a signature. An alternative formulation to use the words “or attributes legal effects” received some support. Another view was expressed that the new words could be inserted while retaining the word “permits”. In response, it was noted that the formulation in article 9(3) ECC was the result of careful deliberation within the Working Group at the time.

(b) Relative standard of reliability

45. It was recalled that the Working Group had agreed at its sixtieth session that the draft provisions should acknowledge that the reliability of a method used by a trust service was relative and not absolute (A/CN.9/1045, para. 56). It was noted that, while the Working Group had sought to implement this approach by adding “the function for which the trust service is being used” as a factor for determining reliability (as reflected in article 22(1)(h)), the amendment was not sufficient to align the draft provisions to article 9(3)(b)(i) ECC. Accordingly, it was proposed to amend article 22 by deleting paragraph (1)(h) and inserting a new first paragraph as follows:

> “For the purposes of articles 16 to 21, the method is reliable if: (i) it is as reliable as appropriate for the purpose for which the trust service is being used.”

46. Some opposition was expressed to the proposal. It was noted that, as the trust service provider had no knowledge of the purpose for which the subscriber might use the trust service, it was not appropriate to refer to "purpose", and that reference to the word "function", as it appeared in article 22(1)(h), was preferable. It was also noted that the words "as appropriate" were too vague and introduced uncertainty into the draft provisions. In response, it was noted that the reliability of the method was a matter as between the subscriber and the relying party, which would both be aware of the purpose pursued, while the knowledge of the trust service provider was not relevant. It was also noted that the "function" contemplated in article 22(2) should not be confused with the reference to "purpose" in the proposed redraft of article 22(1).

(c) Safety clause against non-repudiation

47. The Working Group recalled the discussion at its sixtieth session (A/CN.9/1045, para. 30). It was indicated that article 22(2) was inspired by article 9(3)(b)(ii) ECC, but that the two provisions diverged in two respects: first, the word "deemed" in article 22(2) could be interpreted as establishing a presumption, which article 9(3) did not; second, article 22(2) did not contain a reference to "by itself or together with further evidence". It was suggested that article 22(2) should be revised to address that divergence. To that end, it was proposed to add to the new paragraph (see para. 46 above) the words "; or (ii) it is proven in fact to have fulfilled the functions to which the relevant trust service relates, by itself or together with further evidence".

48. In response, it was indicated that the draft provisions departed significantly from the ECC by providing for both an ex ante and ex post determination of reliability, while the ECC provided only for an ex post approach. It was added that the introduction of a presumption of reliability in a provision that dealt with an ex post approach would interfere with the operation of the ex ante approach in article 23, which was also based on a presumption of reliability. It was stressed that, while connected, articles 22 and 23 should be kept separate. It was suggested that, in order to avoid repudiation of methods that had in fact fulfilled the relevant functions and to maintain consistency with the ECC, the words "in particular, if it is proven in fact that the function has been fulfilled" could be added at the end of article 22(1)(h).

49. It was suggested that reference to "level of reliability" should be added to the list of factors in article 22(1). It was explained that levels of reliability were of great importance for the cross-border recognition of trust services.

(d) Article 16 (electronic signatures)

50. Reference was made to possible ambiguity in the interpretation of the phrase "…in respect of the information contained in the data message" contained in article 16(1)(b) (see also the comments in A/CN.9/WG.IV/WP.168). It was indicated that, while that phrase should be interpreted as applying both to identifying the person and to indicating the person's intent, the article could also be interpreted in the sense that the phrase would apply only to article 16(1)(b). An alternate formulation of article 16(1), aimed at clarifying the issue, was suggested, and obtained some support.

(e) Conclusions

51. The Working Group agreed that, while no consensus was reached on any of the suggestions made, those suggestions could provide a useful basis for the finalization of the text.

4. Common provisions

52. The Working Group asked the Secretariat to review the draft provisions to align, where appropriate, common provisions of chapter II and chapter III that performed the same function.

D. General provisions

53. The Working Group moved to consider article 4. It was indicated that article 4 contained provisions that are found in several other UNCITRAL treaties and model laws. It was explained that paragraph 1 aimed at promoting uniform interpretation across enacting jurisdictions, and that paragraph 2 dealt with gap-filling.

54. It was indicated that the relevance of article 4 depended on the final form of the instrument, which was yet to be decided. It was also said that jurisdictions might decide to enact article 4 selectively based on existing rules on statutory interpretation and private international law. It was added that, while some of the provisions contained in article 4 seemed more appropriate for an international treaty and should therefore not be included in a model law, a model law on IdM and trust services could eventually be used as the basis for bilateral international agreements, in which case those provisions would become again relevant.

55. It was suggested that the word "character" in article 4(1) should be replaced by the word "origin", which would align the provision with recent UNCITRAL texts (e.g. art. 2A(1) of the UNCITRAL Model Law on International Commercial Arbitration). The deletion of article 4(2) was also suggested.

56. After discussion, the Working Group decided to delete the text in square brackets in article 4(2).

E. Cross-border recognition

57. The Working Group recalled its previous discussions on the provisions contained in article 25 (A/CN.9/1005, paras. 119–121; A/CN.9/1045, paras. 67–74). It was again stressed that article 25 was a core provision for the cross-border recognition of IdM and trust services, which addressed a gap in existing laws.

1. Article 25(2)

58. Different views were expressed on the subject of cross-border recognition in the context of IdM. One view favoured reference in article 25(2) only to "identity credentials" on the basis that, in practice, it was the identity credentials presented that were trusted and accepted. In response, it was noted that the trust and acceptance of identity credentials was due to the recognition of the IdM service used to issue and manage those credentials, and that therefore article 25(2) should refer only to "IdM services".

59. The Working Group was reminded of its earlier discussions on the relationship between "IdM systems" and "IdM services", and it was indicated that the notion of "IdM system" encompassed the notion of "IdM service". It was explained that, in practice, public IdM systems generally corresponded to a single IdM service, while private IdM systems could correspond to multiple IdM services with different levels of reliability. It was argued that the explanation reinforced the view in favour of referring only to "IdM services". It was noted that an IdM credential that had remained unchanged could become untrustworthy when the reliability of the IdM service used to issue the credential had been compromised, and therefore it would be inappropriate to recognize the IdM credential instead of the IdM service supporting the IdM credential. It was further noted that focusing on the reliability of an IdM system that supported more than one IdM service could result in recognizing all the supported IdM services as equally reliable even though one or more may be of a lower level of reliability. Alternatively, it was argued that the explanation supported the need to refer to the broader notion of "IdM system" instead.

60. After discussion, it was proposed that the words "whether [identity credentials] [an IdM system] [IdM services] or" should be replaced with the words "whether an IdM system, IdM service, or identity credential, as appropriate, or". The proposal received broad support, and the Working Group agreed to amend article 25(2)

accordingly. It was acknowledged that the deliberations of the Working Group on the relationship between "IdM systems" and "IdM services" were relevant to other provisions in which those terms were used (e.g. article 11), and it was suggested that the explanatory materials could clarify the hierarchy between them.

61. Different views were expressed on the required level of equivalence in reliability. Arguments in favour of retaining "substantially equivalent" and substituting "at least equivalent" were reiterated (see A/CN.9/1045, paras. 69). While the preponderant view favoured the latter approach, neither approach reached consensus, and the Working Group agreed to revise article 25(2) with alternative wording for each approach.

62. Broad support was expressed for retaining "recognized international standards" without square brackets, and the Working Group agreed to revise article 25(2) accordingly.

2. Article 25(3)

63. It was explained that article 25(3) contained a clear and useful statement on how the ex ante approach would operate in a cross-border context, including by signalling the authority that could designate foreign IdM systems and trust services, and that it should therefore be retained. In response, it was said that articles 11(4) and 23(4) already provided for the designation of foreign IdM systems and trust services, and that article 25(3) was redundant and should be deleted. It was also suggested that, for consistency with articles 11 and 23, the word "specified" should replace the word "designated".

64. It was noted that article 25(3) was open to different interpretations. In response, it was explained that article 25(3) referred to the possibility for a designating authority to rely on the designation of IdM systems and trust services made by a foreign authority. It was added that the enacting jurisdiction could decide whether that reliance should be in the form of automatic recognition (e.g. IdM systems and trust services designated by the foreign authority would automatically have legal status as designated in the enacting jurisdiction without further action by the designating authority in that jurisdiction), or in the form of a presumption (e.g. IdM systems and trust services designated by the foreign authority would be presumed reliable in the enacting jurisdiction, but would not have legal status as designated in that jurisdiction without further action by the designating authority).

65. In response, it was noted that, while automatic recognition of foreign designations was in many cases undesirable, it could be useful for a designating authority to rely on the assessment already carried out by a foreign authority, but that such reliance was, in the end, a matter for each enacting jurisdiction to decide. It was added that article 25(3) would be useful to attribute designated status in all contracting States if the instrument were to take the form of a treaty, but would not be useful in a model law, according to which designation would be performed by a specified national authority.

66. After discussion, the Working Group decided to replace the word "designated" with the word "specified" and to keep article 25(3) in brackets for further consideration.

F. Terminology

67. The Working Group recalled the discussions at its sixtieth session on whether to use the term "electronic identification" or "authentication" in article 1(c) (see A/CN.9/1045, paras. 133–136). It was noted that, in technical usage, "identification" referred to presenting an identity without evidence, while "authentication" referred to presenting evidence of the identity, and therefore that the definition in article 1(c) corresponded with "electronic identification". Broad support was expressed in favour of using "electronic identification", while some support was expressed in favour of

using “authentication”, though the discussion could not be completed due to lack of time. It was also suggested that the term “identity proofing” should be replaced with the term “authentication”. The Working Group decided to revisit the issue at its next session.