（右条約の英文）

AGREEMENT BETWEEN JAPAN AND THE UNITED STATES OF AMERICA CONCERNING DIGITAL TRADE

Japan and the United States of America ("the Parties") have agreed as follows:

Article 1
Definitions

For the purposes of this Agreement:

(a) "algorithm" means a defined sequence of steps, taken to solve a problem or obtain a result;

(b) "computing facilities" means computer servers and storage devices for processing or storing information for commercial use;

(c) "covered enterprise" means, with respect to a Party, an enterprise in its territory, owned or controlled, directly or indirectly, by an investor of the other Party, in existence as of the date of entry into force of this Agreement or established, acquired, or expanded thereafter;

(d) "covered financial service supplier" means:

(i) a financial institution of the other Party; or

(ii) a financial service supplier of the other Party, other than a financial institution of the other Party, that is subject to regulation, supervision, and licensing, authorization, or registration by a financial regulatory authority of the Party;

(e) "covered person" means:

(i) covered enterprise; or

(ii) person of the other Party;

(f) "customs duty" includes any duty or charge of any kind imposed on or in connection with the importation of a good, and any surtax or surcharge imposed in connection with such importation, but does not include any:

(i) charge equivalent to an internal tax imposed consistently with paragraph 2 of Article III of the GATT 1994;

(ii) fee or other charge in connection with the importation commensurate with the cost of services rendered; or

(iii) antidumping or countervailing duty;

(g) "digital product" means a computer program, text, video, image, sound recording, or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically;[1]

(h) "electronic authentication" means the process or act of verifying the identity of a party to an electronic communication or transaction and ensuring the integrity of an electronic communication;

(i) "electronic signature" means data in electronic form that is in, affixed to, or logically associated with an electronic document or message and that may be used to identify the signatory in relation to the electronic document or message and indicate the signatory's approval of the information contained in the electronic document or message;[2]

(j) "electronic transmission" or "transmitted electronically" means a transmission made using any electromagnetic means;

(k) "enterprise" means any entity constituted or otherwise organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association, or similar organization;

(l) "enterprise of the other Party" means an enterprise which is constituted or otherwise organized under the law of the other Party and is engaged in substantive business operations in the territory of the other Party;

(m) "existing" means in effect on the date of entry into force of this Agreement;

(n) "financial institution" means a financial intermediary or other enterprise that is authorized to do business and is regulated or supervised as a financial institution under the law of the Party in whose territory it is located;

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[1] A digital product does not include a digitized representation of a financial instrument, including money.

[2] For Japan, an electronic signature shall fulfill the requirement that such data can confirm that the information in the electronic document or message has not been altered.