

## **What you need to know about e-Signatures**

The law and practice and remote public and court services in Qatar

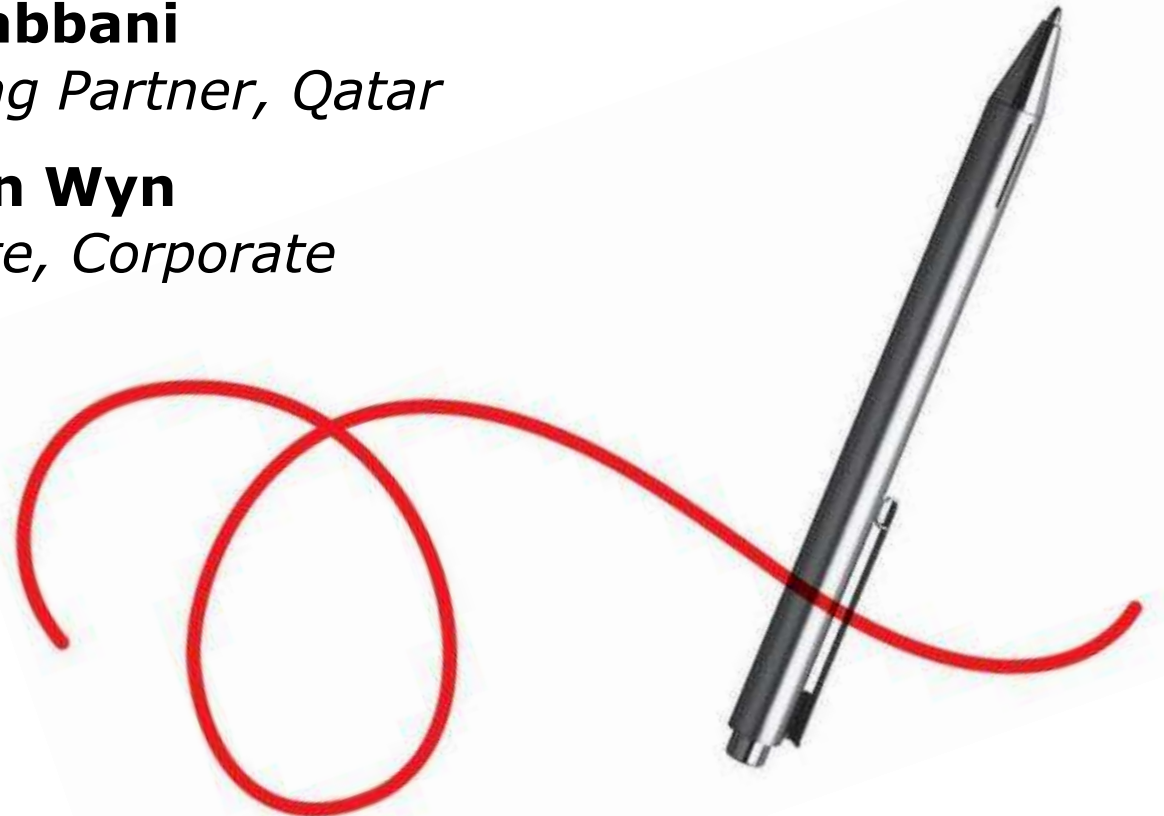
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## **We will cover:**

1. Law and practice around E-signatures
2. Remote public and court services
3. Q&A session

# **1. Law and practice around E-signatures**

# 1. Law and practice around E-signatures

## State level: defining E-signatures



- E-Commerce Law No. 16 of 2010, defines E-Signatures as:
- *"letters, numbers, symbols or others affixed to a data message, which uniquely identify the signatory from others in order to indicate the signatory's approval on the data message."*



# 1. Law and practice around E-signatures

## Basic Principles



- Article 4 provides that *“an offer or acceptance of an offer may be expressed, in whole or in part, by means of electronic communications.”*
- *“A contract or transaction shall not be denied validity or enforceability solely on the grounds that one or more electronic communications were used in its formation.”*
- No signature necessarily required for a contract to be validly formed under the Civil Code (Law No. 22 of 2004)
- ‘Basic’ e-signatures could evidence an offer or acceptance of an offer eg typing the name of the signatory, adoption of a signature symbol, or signature drawn by means of a stylus on a tablet or smartphone
- Recommended to use advanced or ‘proper’ e-signatures



# 1. Law and practice around E-signatures

## Advanced or 'proper' Electronic Signatures



- “Where any law requires the signature of a person or identified consequences for the absence of the signature of a person, that requirement is satisfied if the conditions stipulated in Article (28) are met” (Article 22)
- To satisfy Article 28, an electronic signature essentially needs to be created using a secure authentication procedure where:
  - the signature creation information is identified with the signatory and no other person
  - the signature creation information is, at the time of signing, under the sole control of the signatory
  - any alteration to the electronic signature, made after the time of signing, is detectable
  - where a purpose of the legal requirement for a signature is to provide assurance as to the integrity of the information to which it relates, any alteration made to that information after the time of signing is detectable

# 1. Law and practice around E-signatures

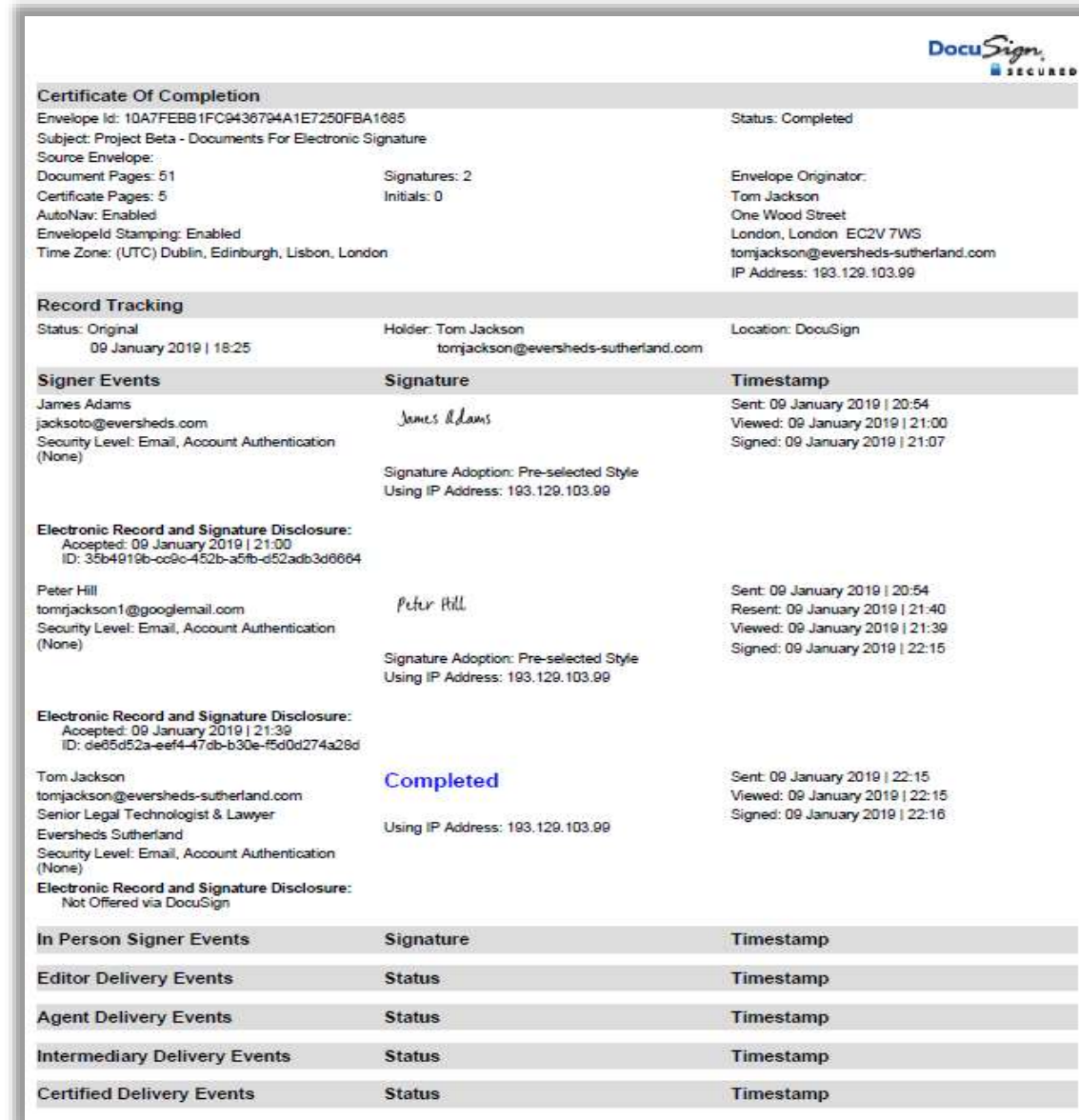
## Advanced or 'proper' Electronic Signatures



- Advanced Electronic Signature:
  - highly secure form of e-signature
  - subject to secure certification procedures agreed by the parties
  - enables verification that, at the time of signing, the e-signature was:
    - limited to the person using it
    - capable of verifying the identity of the person
    - under that person's full control, and
    - linked to the electronic communication to which it relates
- DocuSign and AdobeSign are among the most established service providers, able to issue completion certificates containing an effective audit trail

# 1. Law and practice around E-signatures

## Certificate of Completion (DocuSign)



The image shows a DocuSign Certificate of Completion for an electronic signature envelope. The document is titled 'Certificate Of Completion' and includes details about the envelope, record tracking, and signer events. The DocuSign logo is visible in the top right corner.

**Certificate Of Completion**

Envelope Id: 10A7FE8B1FC9436794A1E7250FBA1685  
Subject: Project Beta - Documents For Electronic Signature  
Source Envelope:  
Document Pages: 51  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator:  
Tom Jackson  
One Wood Street  
London, London EC2V 7WS  
tomjackson@eversheds-sutherland.com  
IP Address: 193.129.103.99

**Record Tracking**

Status: Original  
09 January 2019 | 16:25  
Holder: Tom Jackson  
tomjackson@eversheds-sutherland.com  
Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
James Adams jacksoto@eversheds.com Security Level: Email, Account Authentication (None)	<i>James Adams</i>  Signature Adoption: Pre-selected Style Using IP Address: 193.129.103.99	Sent: 09 January 2019   20:54 Viewed: 09 January 2019   21:00 Signed: 09 January 2019   21:07
<b>Electronic Record and Signature Disclosure:</b> Accepted: 09 January 2019   21:00 ID: 35b4919b-cc9c-452b-a5fb-d52adb3d6664		
Peter Hill tomjackson1@googlemail.com Security Level: Email, Account Authentication (None)	<i>Peter Hill</i>  Signature Adoption: Pre-selected Style Using IP Address: 193.129.103.99	Sent: 09 January 2019   20:54 Resent: 09 January 2019   21:40 Viewed: 09 January 2019   21:39 Signed: 09 January 2019   22:15
<b>Electronic Record and Signature Disclosure:</b> Accepted: 09 January 2019   21:39 ID: de65d52a-eef4-47db-b30e-f5d0d274a28d		
Tom Jackson tomjackson@eversheds-sutherland.com Senior Legal Technologist & Lawyer Eversheds Sutherland Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 193.129.103.99	Sent: 09 January 2019   22:15 Viewed: 09 January 2019   22:15 Signed: 09 January 2019   22:16
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

**In Person Signer Events**

In Person Signer Events	Signature	Timestamp
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**Editor Delivery Events**

Editor Delivery Events	Status	Timestamp
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**Agent Delivery Events**

Agent Delivery Events	Status	Timestamp
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**Intermediary Delivery Events**

Intermediary Delivery Events	Status	Timestamp
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**Certified Delivery Events**

Certified Delivery Events	Status	Timestamp
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# 1. Law and practice around E-signatures



Exceptions: when is the use of E-signatures not allowed?

E-Commerce Law recognises e-signatures as having evidential weight. However, E-signatures cannot be used in:

- documents that create interests in land
- documents relating to family and personal status
- documents that are required by law to be authenticated by the Notary Public
- negotiable commercial instruments in accordance with the provisions of the Commercial Law (No. 27 of 2006)



# 1. Law and practice around E-signatures

Qatar Financial Centre



- No specific regulations on e-signatures
- Article 8 Contract Regulations 2005: *“Nothing in these Regulations requires a contract to be made or evidenced in writing or by a particular form. It may be proved by any means, including witnesses.”*
- Definition of “signed” in QFCA Rules expressly contemplates *“physical signature or **electronic signature.**”*



# 1. Law and practice around E-signatures

## English law contracts

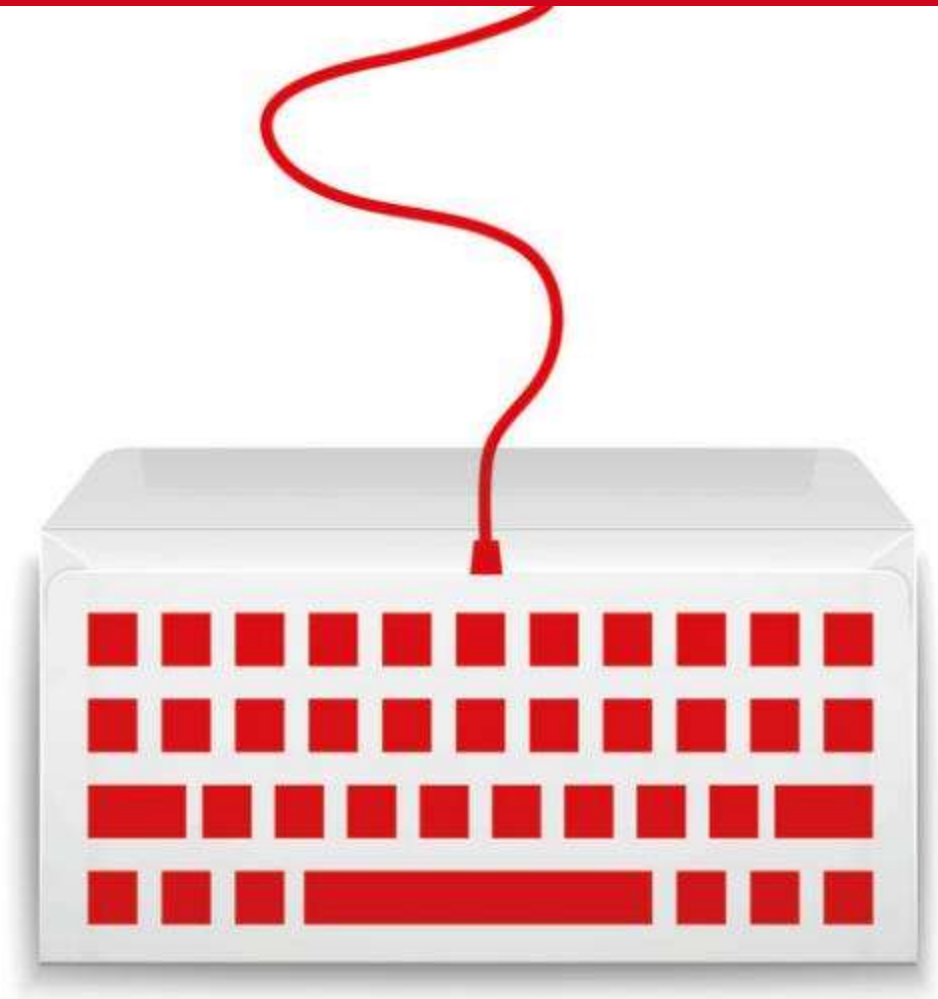


- E-signatures are recognised as valid, provided there is **intention** – eIDAS Regulation (EU), UK's Electronic Communications Act 2000, case law
- Definition: "*Data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign*" (eIDAS Regulation)
- Can be 'simplified', 'qualified' or 'advanced'
- Recognised as admissible evidence
- Limitations to electronic signing for certain documents – eg Deeds (Note – Law Commission Guidance)
- Overseas companies must comply with local jurisdictional requirements for execution

# 1. Law and practice around E-signatures

## Practical considerations

- Reminder: a signature is not always required to form a legally binding contract
- Type of E-Signature
- Contractual principles
- Evidence of Intention
- Review of contractual arrangements



## **2. Remote Public and Court Services**

## 2. Remote Public and Court Services



### Remote services

- Ministry of Commerce and Industry:
  - establishing a new company
  - renewing Commercial Registration
  - changing and updating name and partners
- Real Estate Registration and Documentation Department
- ‘Hukoomi’ e-Government portal
- Metrash 2



## 2. Remote Public and Court Services

### Court services

- Courts of the State of Qatar:
  - online submission of claims
- QICDRC (QFC):
  - first fully remote hearing on 7-8 April 2020
  - judges, lawyers and court staff across four different countries



## 2. Remote Public and Court Services

### Use of popular messaging apps

- WhatsApp and SMS:
  - useful but secure?
  - sending copies of signed documents
  - admissibility in court





# Any Questions?



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