



## **What you need to know about e-Signatures: the law & practice and remote public services in Qatar**

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	Question	Answer
1.	Can e-signatures be enforceable?	As explained in the webinar, electronic signatures shall be given evidential weight if the conditions set out in Article 28 of the E-Commerce Law (Law No. 16 of 2010) are satisfied. However, it is crucial to distinguish between the enforceability of an electronic signature and its evidential weight. Even if the Article 28 conditions are not met, it is still possible for an e-signature to be enforceable and to give rise to an enforceable contract if the key principles of contract formation pursuant to the Civil Code (Law No. 22 of 2004) are present.
2.	Is there only one type of feature that is accepted as e-signature? For example adobe acrobat signature feature?	Article 28 of the E-Commerce Law provides that the Ministry of Transport and Communications (MoTC) would issue a decision confirming which e-signature providers and technologies satisfy the Article 28 conditions. As far as we are aware, no such decision has yet been issued. We know that many organisations in Qatar (including governmental and semi-governmental bodies) currently use DocuSign or Adobe Sign.
3.	While working from home, is it acceptable for managers to sign contracts via PDFs from their homes?	See the answer to Question 1 above. If you are referring to an e-signature, it would be given evidential weight if it met the Article 28 conditions although it may well be an enforceable contract even without the Article 28 conditions being satisfied. On the other hand, if you are referring to a situation where someone prints a document at home, signs in wet ink and scans that signed document as a PDF, that would be perfectly acceptable but it wouldn't be an example of an e-signature.
4.	For attestation of the employment agreements in the QFC, the Employment Standards Office, in addition to the signature and initials on each page of the agreement, usually puts security stickers to prevent forging of the document or replacement of any of the pages. How can we balance this need with the use of e-signature? Would the security sticker no longer be needed in light of the situation?	<p>There are no specific regulations on electronic signatures in the QFC, however the definition of "signed" in the QFCA Rules expressly contemplates "<i>physical signature or electronic signature</i>". This suggests that the QFC very much recognises e-signatures. This isn't surprising given the common law principles on which most QFC laws are based and the freedom afforded to contracting parties. Article 8 of the Contract Regulations is an example as it confirms that "<i>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.</i>"</p> <p>Whether the security sticker/seal is still required is an issue for the ESO itself and is not technically required by the laws and regulations of the QFC.</p>

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5.	Does a document in which the signature is scanned have the same legal value as an unsigned document which is sent by email with a confirmation of approval? Which is the best option?	Assuming that you are referring to a wet ink signature on a document that is subsequently scanned, this is a much more advisable approach than just providing confirmation of approval by email. Scanning and emailing a document that has been signed in wet ink is not an e-signature but is merely an electronic method of communicating a document that has been physically signed.
6.	If e-signatures being used do not meet security requirements they do not meet the conditions of the law. What are other best alternatives - in view that the signatories are all based remotely?	As explained above, if the e-signatures do not meet the conditions of Article 28 of the E-Commerce Law, they do not carry the statutory evidential weight. However, other forms of signature applied electronically could give rise to an enforceable contract if the key principles of contract formation pursuant to the Civil Code are present e.g. pasting a JPEG image of a manuscript signature into an electronic document, or using a stylus or finger to sign an electronic document via a touchscreen or digital pad.
7.	What is a certification service provider? Are Adobe or DocuSign regarded as certification service provider under the law and do they satisfy the legal functions of a certification service?	<p>The E-Commerce Law defines a certification service provider as "<i>a person licensed to maintain public key infrastructure, to issue certification certificates and to provide related electronic signature services.</i>"</p> <p>Certification services are covered by Articles 35 – 44 of the E-Commerce Law and they relate to a type of e-signature that has an added layer of security to those that comply with Article 28. They rely on Public Key Infrastructure (PKI) which uses technically complex technologies and processes involving public and private keys, encryption and decryption software. This <a href="#">DocuSign</a> article summarises the complex issues efficiently.</p> <p>We are not aware of any regulations or decisions by the MoTC specifying which providers are approved. We are also not aware of any such certification services using PKI being used by any organisations in Qatar.</p>
8.	Where contracts have strict confidentiality provisions re. sharing/storing of information, would uploading the contract to DocuSign or Adobe Sign violate such obligations?	This would depend on the exact terms of your confidentiality provisions. However, if all parties to a contract agree in advance to use a platform such as DocuSign or Adobe Sign, there shouldn't be any concerns and you may consider expressly carving out the use of the e-signature platform from the confidentiality clause.
9.	When using the key e-signature providers, email addresses, IP addresses and names are regularly captured. What are the data protection implications in terms of transparency and	Details of DocuSign's data security certifications are given in their <a href="#">standard terms and conditions</a> . Documents signed using DocuSign are hosted in the cloud and

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	retention when using these services? Also, what about the metadata held on this platform and its oversight?	<p>organisations that have concerns about data security will need to consider this in accordance with their data security/IT policies.</p> <p>When documents are sent by email to recipients they are encrypted upon signing and decrypted upon receipt. Documents hosted on the DocuSign platform cannot be accessed by DocuSign personnel, only by the document sender and recipient. Documents are only distributed to recipients whose email addresses have been inputted by the administrator giving a basic, practical level of data security. Various additional levels of security can be applied, for example requiring a recipient to enter a verification code communicated by telephone, IM or SMS before documents can be opened via an email link.</p>
10.	Does e-signature apply to leases and S&P of properties?	Council of Ministers' Decision No.1 of 2019 amended certain provisions of the E-Commerce Law. In the original E-Commerce Law, it was provided that the law did not apply to any documents that create interests in land or any documents that are required by law to be authenticated by the Notary Public. Pursuant to the aforementioned decision, the position has changed and the E-Commerce Law does now apply to such documents.
11.	With DocuSign, do you routinely upload the entire contract? I suspect it is necessary to upload the entire contract for signing purposes.	Yes, it is absolutely critical that the entire contract is uploaded as the signatory needs to be seen to approve the contract as a whole. This would not be the case if only the signature page was uploaded and made visible to the signatory.
12.	Are commercial invoices signed electronically valid?	Negotiable commercial instruments, such as cheques, are specifically excluded from the scope of the E-Commerce Law (Article 3(4)). However, commercial invoices are not negotiable commercial instruments therefore there is no apparent reason why they would not be valid if signed electronically.

For more information, please contact:

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