

ELECTRONIC COMMUNICATIONS IN CONTRACTUAL TRANSACTIONS

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PART 1

GENERAL PROVISIONS

SECTION 101. SHORT TITLE.

SECTION 102. DEFINITIONS. In this [Act]:

(1) **"Agreement"** means the bargain of the parties in fact as found in their language or by implication from other circumstances including, without limitation, course of performance, course of dealing or usage of trade.

Source: Oklahoma Model Section II. A., UCC Section 1-201(3)

(2) **"Authenticate"/"Authentication"**

Alternative One

"Authenticate" means to sign or to execute or adopt a symbol, including a digital signal and identifier, or to do an act that encrypts a record or an electronic message in whole or in part, with present intent to establish the authenticity of, or signify a party's acceptance and adoption of, a record or term that contains the authentication or to which a record containing the authentication refers.

Source: Article 2B Draft Section 2B-102(a) (2)

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Alternative Two

"Authentication" means a process used to ascertain the identity of a person or the integrity of specific information. For an electronic record, authentication involves ascertaining its source and that it has not been modified or replaced in transit [since creation].

Source: Illinois Model Section 103(3)

(3) **"Computer Program"** means a set of statements or instructions to be used directly or indirectly in an information processing system in order to bring about a certain result.

Source: Article 2B Draft Section 2B-102(a)(4)

(4) **"Confirm"** means to ascertain through appropriate inquiry and investigation.

Source: Illinois Model Section 103(8)

(5) **"Conspicuous"** means so displayed or presented that a reasonable person against whom it operates would likely have noticed it or, in the case of an electronic message, intended to evoke a response without the need for review by an individual, in a form that would enable a reasonably configured electronic agent to take it into account or react to it without review of the message by an individual. Except in the case of an electronic agent, a term is conspicuous if it is:

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- 1 (A) a heading in capitals in a record or display;
- 2 (B) language in the body or text of a record or
- 3 display in larger or other contrasting type or color than other
- 4 language;
- 5 (C) prominently referenced in the body or text of
- 6 a record or display and can be readily accessed from the record
- 7 or display; or
- 8 (D) so positioned in a record or display that a
- 9 party cannot proceed without taking some additional action with
- 10 respect to the term or the reference thereto.

11 **Source: Article 2B Draft Section 2B-102(a) (6)**

12 (6) **"Consumer"** means an individual who, at the time of

13 contracting, enters into the contract primarily for personal,

14 family, or household purposes. The term does not include a

15 person that enters into the contract primarily for profit making,

16 professional, or commercial purposes, including agricultural,

17 investments, research, and business and investment management,

18 other than management of an ordinary person's personal or family

19 assets.

20 **Source: Article 2B Draft Section 2B-102(a) (7) Note:** This

21 definition has been modified to eliminate the specific licensing

22 context of Article 2B.

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(7) **"Contract"** means the total legal obligation which results from the parties' agreement as affected by this Act and any other applicable rules of law.

Source: UCC Section 1-201(11)

(8) **"Contractual Transaction"** means the negotiation, formation, performance and effectuation of remedies and other actions or requirements resulting in or from the contract of one or more persons as affected by this Act and other applicable rules of law.

Source: New

(9) **"Electronic Agent (System?)"** means a computer program designed, selected, or programmed by a party to initiate or respond to electronic records or performances without review by an individual. The term does not include a common carrier employed or used in that capacity.

Source: Article 2B Draft Section 2B-102(a)(12); Illinois Model Section 103(11). Note: While the concept of an electronic system which operates without human intervention is essential given today's technology and business practice, should the defined term reference "agent" which might connote agency principals which are neither applicable nor appropriate?

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(10) **"Electronic Message"/"Electronic Record"** means a record stored, generated, or transmitted for purposes of communication to another party or an electronic agent by electronic, optical, or similar means. The term includes electronic data interchange, electronic mail, facsimile, telex, telecopying, and similar communications.

Source: Article 2B Draft Section 2B-102(a)(13); Illinois Model Section 103(12)

(11) **"Electronic Signature"** means any letters, characters, numbers, or other symbols in digital form [attached to or logically associated with an electronic record] executed or adopted by a party with present intention to authenticate the electronic record.

Source: Illinois Model Section 103(13) Note: Compare "signed"/"signature" infra.

(12) **"Electronic Transaction"** means a transaction in which the parties contemplate that a contract will be formed by means of electronic messages in which the messages of one or both parties will not be reviewed by an individual.

Source: Article 2B Draft Section 2B-102(a)(14)

(13) **"Good Faith"** means honesty in fact and the observance of reasonable commercial standards of fair dealing.

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Source: Article 2B Draft Section 2B-102(a) (16)

(14) **"Information"** means data, text, images, sounds, computer programs, software, databases, mask works, or the like, or any associated intellectual property rights or other rights in information.

Source: Article 2B Draft Section 2B-102(a) (18); Illinois Model Section 103(18)

(15) **"Merchant"** means a person that is a professional in the business involved in the contractual transaction, a person that by occupation purports to have knowledge or skill peculiar to the practices involved in the contractual transaction, or a person to which knowledge or skill may be attributed by the person's employment of an agent or broker or other intermediary that purports to have the knowledge or skill.

Source: Article 2B Draft Section 2B-102(a) (26) Note: This definition has been modified to eliminate the specific licensing context of Article 2B.

(16) **"Notify"** means to communicate or make available information to another person in a form and manner as appropriate or required under the circumstances.

Source: Illinois Model Section 103(22)

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(17) **"Organization"** includes a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.

Source: UCC Section 1-201(28)

(18) **"Person"**

Alternative One

includes an individual or organization.

Source: UCC Section 1-201(30)

Alternative Two

means a human being or a public or private organization (or device under the control thereof) which is capable of signing a record, or verifying a digital signature.

Source: Illinois Model Section 103(24)

(19) **"Public Record Keeper"** means any government employee or agent or elected official charged with the maintenance of records evidencing or giving notice of the transfer of ownership and other interests in real, personal, and/or mixed property.

Source: Oklahoma Model Section II.C.

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1 (20) **"Receipt"** means taking delivery of a copy or
2 information. An electronic record is received when it enters an
3 information processing system in a form capable of being
4 processed by that system and the recipient uses or has designated
5 that system for the purpose of receiving such records or
6 information.

7 **Source: Article 2B Draft Section 2B-102(a) (29)**

8 (21) **"Record"** means information that is inscribed on a
9 tangible medium or that is stored in an electronic or other
10 medium and is retrievable in perceivable form.

11 **Source: Article 2B Draft Section 2B-102(a) (30)**

12 (22) **"Record Integrity"** means the assurance of
13 unaltered transmission and receipt of a record from the sender to
14 the intended recipient.

15 **Source: Illinois Model Section 103(30)**

16 (23) **"Rule of Law"** means any statute, regulation,
17 ordinance, common law rule, court decision, or other rule of law
18 enacted, established or promulgated by the State of [], or any
19 agency, commission, department, court, other authority or
20 political subdivision of the State of [], [and relating to
21 contractual transactions].

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1 **Source: Oklahoma Model Section II.F; Illinois Model Section**

2 **103(33) Note:** The last bracketed provision is added to limit the
3 scope of applicability to contractual transactions as defined
4 above, and does not appear in the referenced sources.

5 (24) **"Security Procedure"** means, with respect to
6 either a record or signature, a methodology or other process
7 agreed to by the parties to a contractual transaction or which
8 otherwise is demonstrated to provide substantial evidence that
9 (i) a record is that of the person identified in the record as
10 the signer and (ii) that the content of the record has not been
11 altered since it was signed.

12 **Source: UCC Section 4A-201; Oklahoma Model Section III.B.2. NOTE:**
13 This is a new definition derived from the sources indicated.

14 (25) **"Signed" or "signature"**

15 **Alternative One**

16 includes any symbol or methodology executed or adopted by a
17 person with a present intention to authenticate a record,
18 including electronic or digital methods. [A record or
19 record is [signed] as a matter of law if the symbol or
20 methodology adopted by the party complies with an
21 authentication procedure previously agreed to by the
22 parties. Otherwise, a signature may be proved in any
23 manner, including by showing that a procedure existed by

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1 which a party must of necessity have executed a symbol in
2 order to proceed further in the use or processing of the
3 information.]

4 **Source: Illinois Model Section 103(35)**

Alternative Two

6 includes any symbol or methodology executed or adopted by a
7 person with a present intention to authenticate a record.

8 **Source: Oklahoma Model Section II.G.**

9 (26) **"Transferable Record"** means a record, other than
10 a writing, which otherwise qualifies as (i) an instrument or
11 chattel paper under Article 9 of the Uniform Commercial Code as
12 enacted in **[enter name of State]** from time to time or (ii) as a
13 document of title under Article 1 of the Uniform Commercial Code
14 as enacted in **[enter name of State]** from time to time.

15 **Source: Oklahoma Model Section II.H.**

16 (27) **"Trustworthy System"** means computer hardware,
17 software, and procedures that:

18 (a) Are reasonably secure from intrusion and
19 misuse;

20 (b) provide a reasonable level of availability,
21 reliability, and correct operation; and

22 (c) are reasonably suited to performing their
23 intended functions; and

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(d) adhere to generally accepted security procedures.

Source: Illinois Model Section 103(41)

(28) **"Written" or "Writing"** includes printing, typewriting, or any other reduction to tangible form.

Source: UCC Section 1-201(46)

SECTION 103. PURPOSES. The underlying purposes of this Act are

a) to facilitate and promote commerce by validating and authorizing the use of electronic records and signatures;

b) to eliminate barriers to electronic commerce resulting from uncertainties relating to writing and signature requirements [in the law relating to contractual transactions]

c) to simplify, clarify and modernize the law governing [commerce] [contractual transactions] through the use of electronic communications;

d) to permit the continued expansion of commercial electronic practices through custom, usage and agreement of the parties;

e) to promote uniformity of the law among the states (and worldwide) relating to the use of electronic and similar

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1 technological means of effecting and performing contractual
2 transactions;

3 f) to promote public confidence in the validity,
4 integrity and reliability of electronic commerce; and

5 g) to promote the development of the legal and business
6 infrastructure necessary to implement electronic commerce.

7 **Sources: Illinois Model Section 102; UCC Section 1-102(2) Note:**

8 This section is compiled from purposes set forth in the sources.
9 It is intended to direct Courts in construing the Act to permit
10 flexibility in addressing new technologies as they arise.

11
12 **SECTION 104. SCOPE.** Unless the context otherwise requires,
13 this Act applies to any contractual transaction, except the
14 following:

15 **Source: New NOTE:** As more fully set out in the Reporter's
16 Preliminary Memorandum, the principal question for the Committee
17 relates to the Scope of the Act. 1. Should it be limited to
18 Contractual Transactions? 2. If not, what exceptions should be
19 made in any event? 3. If so, what other transactions, within the
20 definition of contractual transaction, should be excepted from
21 the Scope of the Act?

22 **SECTION 105. TRANSACTIONS SUBJECT TO OTHER LAW.**

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SECTION 106. VARIATION BY AGREEMENT.

SECTION 107. APPLICABLE LAW.

SECTION 108. APPLICATION AND CONSTRUCTION. This Act shall
be liberally construed and applied consistently with commercially
reasonable practices under the circumstances and to promote its
underlying purposes and policies.

Source: UCC Section 1-102(a); Illinois Model Section 102.

SECTION 109. SEVERABILITY CLAUSE.

SECTION 110. EFFECTIVE DATE.

SECTION 111. SAVINGS AND TRANSITIONAL PROVISIONS.

PART 2
ELECTRONIC RECORDS AND SIGNATURES GENERALLY

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SECTION 201. LEGAL RECOGNITION OF ELECTRONIC RECORDS.

Information [documents] shall not be denied legal effect,
validity or enforceability solely on the grounds that it is in
the form of an electronic record.

Source: Illinois Model Section 201

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SECTION 202. WRITINGS.

(a) **[ALT 1]** Where a rule of law requires information to be in writing or to be presented in writing, or provides for certain consequences if it is not, an electronic record satisfies that rule of law if the information contained therein is accessible so as to be usable for subsequent reference.

(a) **[ALT 2]** Where a rule of law requires information to be in writing or to be presented in writing, or provides for certain consequences if it is not, an electronic record satisfies that rule of law if the information is fixed on a temporary or permanent basis in a medium from which the information can be perceived, reproduced, used, or communicated either directly or with the aid of a machine or other device.

(b) The provisions of this section shall not apply to: _____
_____.

Source: Illinois Model Section 202

SECTION 203. SIGNATURES.

[ALTERNATE 1]

(a) Where a rule of law requires a signature, or provides for certain consequences in the absence of a signature, that rule is satisfied in relation to an electronic record if the electronic record is signed.

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[ALTERNATE 2]

(a) Where a rule of law requires a signature or provides for certain consequences in the absence of a signature, that rule is satisfied in relation to an electronic record if:

(1) a method is used to identify that person and to indicate that person's approval of the information contained in the electronic record; and

(2) that method is as reliable as was appropriate for the purpose for which the electronic record was generated or communicated, in the light of all the circumstances, including any relevant agreement.

(b) Where a rule of law requires that a signature be notarized or acknowledged for the electronic record to be enforceable or filed of record, that requirement shall be deemed satisfied with respect to an electronic record, other than a writing, which has not been notarized if (i) the electronic record includes a secure signature, or (ii) the creation, transmission and storage of the electronic record itself, and/or (iii) the symbol or methodology adopted for signing such electronic record, provide substantial evidence of the identity of the person signing the electronic record. Whether the substantial evidence standard has been met is for decision by the court.

(c) Absent agreement to the contrary, the recipient of a signed electronic record is entitled to establish reasonable

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requirements with respect to the symbol or methodology adopted by the person signing.

(d) The provisions of this article do not apply to: _____
_____.

Source: Illinois Model Section 203

SECTION 204. CONSPICUOUSNESS. Where a rule of law requires that information be displayed or disclosed conspicuously, a record, or any portion thereof, shall be deemed conspicuous if it is so displayed or presented that a reasonable person against whom it is to operate ought to have noticed it. Whether a record or a portion thereof is "conspicuous" or not is for decision by the court.

Source: Oklahoma Model Section VI.

SECTION 205. WRITING AND SIGNATURE NOT MANDATORY. Nothing contained herein shall require any person to accept any electronic message in lieu of any other method of transmitting information. Nor shall anything herein prevent any person from requiring that information be supplied in a particular form or be signed or authenticated in any particular way.

Source: Illinois Model Section 204

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1 **SECTION 206. ORIGINALS.** (a) Where a rule of law requires
2 information to be presented or retained in its original form, or
3 provides consequences for the information not being presented or
4 retained in its original form, that requirement is met by an
5 electronic record if:

6 (1) there exists a reliable assurance as to the
7 integrity of the information from the time when it was first
8 generated in its final form, as an electronic record or
9 otherwise; and

10 (2) where it is required that information be
11 presented, that information is capable of being displayed to the
12 person to whom it is to be presented.

13 (b) For the purposes of subparagraph (1) of paragraph (a):

14 (1) the criteria for assessing integrity shall be
15 whether the information has remained complete and unaltered,
16 apart from the addition of any endorsement and any change which
17 arises in the normal course of communication, storage and
18 display; and

19 (2) the standard of reliability required shall be
20 assessed in the light of the purpose for which the information
21 was generated and in the light of all the relevant circumstances.

22 (c) The provisions of this article do not apply to the
23 following:_____.

24 **Source: Illinois Model Section 205**

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SECTION 207. ADMISSIBILITY INTO EVIDENCE.

(a) In any legal proceeding, nothing in the application of the rules of evidence shall apply so as to deny the admissibility of an electronic record [or electronic signature] into evidence:

(1) on the sole ground that it is an electronic record [or electronic signature]; or

(2) on the grounds that it is not in its original form or is not an original.

(b) Information in the form of an electronic record [or electronic signature] shall be given evidential weight by the trier of fact. In assessing the evidential weight of an electronic record [or electronic signature], the trier of fact shall consider the manner in which the electronic record [or electronic signature] was generated, stored and/or communicated, the reliability of the manner in which the integrity of the electronic record [or electronic signature] was maintained, the manner in which its originator was identified or the electronic record was signed, and any other relevant information or circumstances.

Source: Illinois Act Section 206

SECTION 208. RETENTION OF ELECTRONIC RECORDS.

(a) Where the law requires that certain documents, records or information be retained, that requirement is met by retaining electronic records, provided that the following conditions are satisfied:

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1 (1) the information contained therein is accessible so
2 as to be usable for subsequent reference; and

3 (2) the electronic record is retained in the format in
4 which it was generated, sent or received, or in a format which
5 can be demonstrated to represent accurately the information
6 generated, sent or received; and

7 (3) such information, if any, is retained as enables
8 the identification of the original and destination of an
9 electronic record and the date and time when it was sent or
10 received.

11 (b) An obligation to retain documents, records or
12 information in accordance with paragraph (1) does not extend to
13 any information the sole purpose of which is to enable the record
14 to be sent or received.

15 (c) A person may satisfy the requirement referred to in
16 paragraph (a) by using the services of any other person, provided
17 that the conditions set forth in subparagraphs (1), (2) and (3)
18 of paragraph (a) are met.

19 (d) The provisions of this section do not apply to
20 documents, records, or information excluded from the provisions
21 of Section 202 (Writings) or Section 203 (Signatures).

22 (e) Nothing in this section shall preclude any Federal or
23 state agency from specifying additional requirements for the
24 retention of electronic records that are subject to the
25 jurisdiction of such agency.

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Source: Illinois Model Section 207

PART 3
SECURE ELECTRONIC RECORDS AND SIGNATURES

SECTION 301. SECURE ELECTRONIC RECORDS. If, through the application of a security procedure, an electronic record can be verified to have not been altered since a specified point in time, such record shall be considered to be a secure electronic record from that point in time forward.

Source: Illinois Model Section 301

SECTION 302. SECURE ELECTRONIC SIGNATURES. If, through the application of a security procedure, it can be verified that an electronic signature is unique to the person using it, is capable of verification, is under the sole control of the person using it, and is linked to the electronic record to which it relates in a manner such that if the record is changed the electronic signature is invalidated, such signature shall be considered to be a secure electronic signature.

Source: Illinois Model Section 302

SECTION 303. PRESUMPTIONS. (a) In resolving a dispute involving a secure electronic record, it shall be rebuttably

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presumed that the electronic record has not been altered since the specific point in time to which the secure status relations.

(b) In resolving a dispute involving a secure electronic signature, it shall be rebuttably presumed that--

(1) the secure electronic signature is the signature of the person to whom it correlates, and

(2) the secure electronic signature was affixed by that person with the intention of signing the record.

(c) In the absence of a secure electronic message or a secure electronic signature, nothing in this [Act] shall change existing rules regarding the legal or evidentiary rules regarding the burden of proving the authenticity and integrity of the electronic record or an electronic signature.

Source: Illinois Model Section 303

PART 4
ELECTRONIC CONTRACTS

SECTION 401. FORMATION AND VALIDITY. (1) In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed by means of data messages [records]. Where a data message [record] is used in the formation of a contract, that contract shall not be denied

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1 validity or enforceability on the sole ground that a data message
2 [record] was used for that purpose.

3 **Source: Uncitral Model Article 11**

4 **SECTION 402. EFFECTIVENESS BETWEEN PARTIES.** (1) As
5 between the originator and the addressee of a data message
6 [record], a declaration of will or other statement shall not be
7 denied legal effect, validity or enforceability solely on the
8 grounds that it is in the form of a data message [record].

9 (2) The provisions of this article do not apply to the
10 following: [. . .].

11 **Source: Uncitral Model Article 12**

12
13 **SECTION 403. ATTRIBUTION.** (1) A data message [record] is
14 that of the originator if it was sent by the originator itself.

15 (2) As between the originator and the addressee, a data
16 message [record] is deemed to be that of the originator if it was
17 sent:

18 (a) by a person who had the authority to act on behalf
19 of the originator in respect of that data message [record]; or

20 (b) by an information system programmed by or on
21 behalf of the originator to operate automatically.

22 (3) As between the originator and the addressee, an
23 addressee is entitled to regard a data message [record] as being
24 that of the originator, and to act on that assumption, if:

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1 (a) in order to ascertain whether the data message
2 [record] was that of the originator, the addressee properly
3 applied a procedure previously agreed to by the originator for
4 that purpose; or

5 (b) the data message as received by the addressee
6 resulted from the actions of a person whose relationship with the
7 originator or with any agent of the originator enabled that
8 person to gain access to a method used by the originator to
9 identify data messages [records] as its own.

10 (4) Paragraph (3) does not apply:

11 (a) as of the time when the addressee has both
12 received notice from the originator that the data message
13 [record] is not that of the originator, and had reasonable time
14 to act accordingly; or

15 (b) in a case within paragraph (3) (b), at any time
16 when the addressee knew or should have known, had it exercised
17 reasonable care or used any agreed procedure, that the data
18 message [record] was not that of the originator.

19 (5) Where a data message [record] is that of the originator
20 or is deemed to be that of the originator, or the addressee is
21 entitled to act on that assumption, then, as between the
22 originator and the addressee, the addressee is entitled to regard
23 the data message [record] as received as being what the
24 originator intended to send, and to act on that assumption. The
25 addressee is not so entitled when it knew or should have known,

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1 had it exercised reasonable care or used any agreed procedure,
2 that the transmission resulted in any error in the data message
3 [record] as received.

4 (6) The addressee is entitled to regard each data message
5 [record] received as a separate data message [record] and to act
6 on that assumption, except to the extent that it duplicates
7 another data message [record] and the addressee knew or should
8 have known, had it exercised reasonable care or used any agreed
9 procedure, that the data message [record] was a duplicate.

10 **Source: Uncitral Model Article 13**

11 **SECTION 404. ACKNOWLEDGEMENT OF RECEIPT.** (1) Paragraphs
12 (2) to (4) of this article apply where, on or before sending a
13 data message [record], or by means of that data message [record],
14 the originator has requested or has agreed with the addressee
15 that receipt of the data message [record] be acknowledged.

16 (2) Where the originator has not agreed with the addressee
17 that the acknowledgment be given in a particular form or by a
18 particular method, an acknowledgement may be given by

19 (a) any communication by the addressee, automated or
20 otherwise, or

21 (b) any conduct of the addressee, sufficient to
22 indicate to the originator that the data message [record] has
23 been received.

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1 (3) Where the originator has stated that the data message
2 [record] is conditional on receipt of the acknowledgment, the
3 data message [record] is treated as though it had never been
4 sent, until the acknowledgement is received.

5 (4) Where the originator has not stated that the data
6 message [record] is conditional on receipt of the acknowledgment,
7 and the acknowledgment has not been received by the originator
8 within the time specified or agreed or, if no time has been
9 specified or agreed, within a reasonable time the originator:

10 (a) may give notice to the addressee stating that no
11 acknowledgment has been received and specifying a reasonable time
12 by which the acknowledgment must be received, and

13 (b) if the acknowledgement is not recieved within the
14 time specified in subparagraph (a), may, upon notice to the
15 addressee, treat the data message [record] as though it has never
16 been sent, or exercise any other rights it may have.

17 (5) Where the originator receives the addressee's
18 acknowledgement of receipt it is presumed that the related data
19 message [record] was received by the addressee. That presumption
20 does not imply that the data message [record] corresponds to the
21 message [record] received.

22 (6) Where the received acknowledgement states that the
23 related data message [record] met technical requirements, either
24 agreed upon or set forth in applicable standards, it is presumed
25 that those requirements have been met.

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(7) Except in so far as it relates to the sending or receipt of the data message [record], this article is not intended to deal with the legal consequences that may flow either from that data message [record] or from the acknowledgement of its receipt.

Source: Uncitral Model Article 14

SECTION 405. TIME AND PLACE OF DISPATCH AND RECEIPT. (1)

Unless otherwise agreed between the originator and the addressee, the dispatch of a data message [record] occurs when it enters an information system outside the control of the originator or of the person who sent the data message [record] on behalf of the originator.

(2) Unless otherwise agreed between the originator and the addressee, the time of receipt of a data message [record] is determined as follows:

(a) if the addressee has designated an information system for the purpose of receiving data messages [records], receipt occurs:

(i) at the time when the data message [record] enters the designated information system; or

(ii) if the data message [record] is sent to an information system of the addressee that is not the designated information system, at the time when the data message [record] is retrieved by the addressee;

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1 (b) if the addressee has not designated an information
2 system, receipt occurs when the data message [record] enters an
3 information system of the addressee.

4 (3) Paragraph (2) applies notwithstanding that the place
5 where the information system is located may be different from the
6 place where the data message [record] is deemed to be received
7 under paragraph (4).

8 (4) Unless otherwise agreed between the originator and the
9 addressee, a data message [record] is deemed to be dispatched at
10 the place where the originator has its place of business, and is
11 deemed to be received at the place where the addressee has its
12 place of business. For the purposes of this paragraph:

13 (a) if the originator or the addressee has more than
14 one place of business, the place of business is that which has
15 the closest relationship to the underlying transaction or, where
16 there is no underlying transaction, the principal place of
17 business;

18 (b) if the originator or the addressee does not have a
19 place of business, reference is to be made to its habitual
20 residence.

21 (5) The provisions of this article do not apply to the
22 following; [. . .].

23 **Source: Uncitral Model Article 15**

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SECTION 406. TRANSFERABLE RECORDS. With respect to

Transferable Records, if the identity of the rightful holder of a record can be reliably determined from the record itself or from a methodology employed for recording, registering or otherwise evidencing the transfer of interests in such records, the rightful holder of such record shall be deemed to be in possession of the record, and any indorsements required by applicable rules of law to effect transfer to the rightful holder shall be deemed given.

Source: Oklahoma Model Section III.B.2.

PART 5
PUBLIC ELECTRONIC RECORDS

SECTION 501. REQUIRED FILINGS WITH PUBLIC AUTHORITIES.

SECTION 502. PERMISSIVE FILINGS WITH PUBLIC AUTHORITIES.