



# HR Electronic Records – Hungary

## Natively Electronic Documents

### What is the legal value of native electronic documents (that do not require signature by the parties)?

The majority of legislation generally recognizes the validity and probative value of documents that are natively electronic (i.e., created as electronic originals), subject to compliance requirements. Under the Labor Code (Sec. 22), employers in Hungary are able to create legal documents electronically provided that the:

- information contained in the record can be retrieved unaltered;
- individual who created the record can be identified; and,
- the time the record was created can be verified.

The Hungarian Civil Code (Chapter XVI: Special Provisions Relating to Contracts Concluded by Electronic Means) sets specific provisions for electronic contracts, including informing the other party, in advance, of:

- technical steps that will be taken to conclude the contract;

- whether the contract will be “made in writing,” whether it will be filed electronically and whether it will remain accessible;
- how errors will be identified and corrected (note that employees must be able to correct errors before the contract is finalized);
- the language; and,
- the code of conduct that will be followed during the creation of the contract (if possible) and where the code will be accessible.



Last updated October 2022.

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