



HR Electronic Records – The Netherlands

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. HR-related documents can generally be created directly in electronic form in the Netherlands, without need for a paper original.

According to book 6 (Art. 227) of the Dutch Civil Code, contracts in the Netherlands can be concluded in natively electronic form if:

- the contract is accessible and remains accessible by all parties;
- the authenticity of the agreement is sufficiently guaranteed (via electronic signature);
- the time the agreement was formed can be determined with sufficient certainty; and,
- the identity of the individuals involved can be determined with sufficient certainty.

Certain clauses and elements of employment contracts, including probationary period clauses, non-competition clauses and the penalty clause, should be concluded in writing. In addition, termination agreements should be concluded in writing (Book 7, Art. 670 b). To meet the written requirement, these provisions and agreements are generally completed with qualified electronic signatures or wet-ink signatures.



Note that, per Book 7 (Art. 626) of the Dutch Civil Code, payslips can only be provided electronically with the employee's explicit consent and if the payslip is easy to save.

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