



HR Electronic Records – Pakistan

Electronic Signatures

What is an electronic signature?

Generally speaking, an electronic signature (or e-signature) is a technical process logically associated with a document which two (or more) individuals or organizations (the signatories) agree to rely on in order to express their intent to sign such document. Three components are therefore necessary: a document, a signatory and an e-signature tool. While the tool most commonly used for handwritten signatures is a simple pen, electronic signature tools are typically more complex.

From a regulatory standpoint, an electronic signature is a broad category that encompasses many types (or levels) of electronic signatures.



Depending on the country it is used in, there are differences in purpose, legal acceptance, technical implementation and cultural acceptance of electronic signatures. In particular, e-signature requirements tend to vary significantly between most “civil law” countries (including the European Union and many countries in South America and Asia), and most “common law” countries (such as the United States, Canada and Australia). Civil law countries typically support a “tiered” approach including higher levels of signature often called

digital or qualified electronic signatures (typically required for specific types of contracts), as opposed to common law jurisdictions which are typically more technology-neutral.

In addition, some industries (such as healthcare or banking) and documents (such as marriage or adoption contracts) may require a higher level of e-signature.

What are the laws and regulations in Pakistan?

Electronic signatures in Pakistan are regulated under the Electronic Transactions Ordinance, 2002 (ETO 2002). The ETO 2002 sets two types of electronic signatures: Electronic Signatures and Advanced Electronic Signatures.

Electronic Signatures are defined as letters, numbers, symbols, images, characters or any combination in electronic form, applied to, incorporated in or associated with an electronic document, with the intention of authenticating or approving the same, in order to establish authenticity or integrity, or both.

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Advanced Electronic Signatures are defined as Electronic Signatures which are either:

- unique to the individual signing it, capable of identifying the signer, created in a manner or using a means that is under the sole control of the signer, and attached to the relevant electronic document in a manner that any subsequent change is detectable; or,
- provided by an accredited certification service provider and accredited by the Certification Council.

Government certified electronic signatures are generally not necessary in the context of employment related records.

Is an electronic signature valid in Pakistan?

When there is a requirement under law for a document to be signed, that requirement is met when an electronic or advanced electronic signature is applied. Under the ETO 2002, “The requirement under any law for affixation of signatures shall be deemed satisfied where electronic signatures or advanced electronic signature are applied.”

The authenticity and integrity of an electronic signature can be verified in any manner. If an advanced electronic signature is questioned in a legal proceeding, the advanced electronic signature would be considered valid unless proven otherwise.



HR Best Practices

Electronic signatures are generally considered valid in the employment context in Pakistan. When using electronic signatures, ensure that appropriate safeguards are in place and that metadata (such as time stamps) is properly recorded.

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