

UNCITRAL Model Law on E-Commerce & E-Signature

UNCITRAL Model Law on E-Commerce

The United Nations Commission on International Trade Law (UNCITRAL) is the core legal body of the United Nations system in the field of international trade law. UNCITRAL's core business is the modernization and harmonization of rules on international business.

UNCITRAL Model Law on E-Commerce was passed by the Commission in **December 1996**. It was a breakthrough and initiative to provide a legal mechanism to govern the electronic transactions.

The UNCITRAL Model Law on Electronic Commerce aims to enable the commercial use of modern means of communications and storage of information. It establishes rules for the formation and validity of contracts concluded electronically and for the attribution and retention of data messages.

This Model law is divided into **two parts**. The first part relates to the General provisions related to E-commerce whereas the second part relates to the Specific provisions for e-commerce in certain areas.

The Model law provides that 'Electronic Communications' shall be given equivalent legal effect to paper-based communications. The member countries are required to prepare a relevant law within the framework of this Model law. Bangladesh also as a member of UNCITRAL accede this Model law. It is pertinent to mention here that, UNCITRAL document is a permissive document rather than a regulatory one.

This model laws

- establishes rules and norms that validate and recognize contracts formed through electronic means
- sets rules for forming contracts and governing electronic contract performance
- provides for the acceptability of electronic signatures for legal and commercial purposes

UNCITRAL Model Law on Electronic Signature

- The UNCITRAL Model Law on Electronic Signatures aims at bringing additional legal certainty to the use of electronic signatures.
- It establishes criteria of technical reliability for the equivalence between electronic and handwritten signatures.
- It follows a technology-neutral approach, which avoids favoring the use of any specific technical product.
- It establishes basic rules for assessing possible responsibilities and liabilities for the signatory, the relying party and trusted third parties intervening in the signature process.