

## 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 (e.g. employment contracts, letters of intent, etc.) in Austria can generally be created directly in electronic form, without need for a paper original. Note that while contracts generally do not require signatures to be valid due to the principle of freedom of forms (§ 883

Austria General Civil Code), if an electronic (or paper) document is not signed, it may be problematic to prove that it was actually agreed to by the employee in court and administrative proceedings.



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