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Legislative Document

No. 2072

H.P. 1451

House of Representatives, March 30, 1999

An Act to Clarify the Admissibility of Electronic Records and Signatures.

Submitted by the Department of Administrative and Financial Services pursuant to Joint Rule 204.

Reference to the Committee on Judiciary suggested and ordered printed.

JOSEPH W. MAYO, Clerk

Presented by Representative THOMPSON of Naples. Cosponsored by Representative MADORE of Augusta, Senator: LONGLEY of Waldo.

	Be it enacted by the People of the State of Maine as follows:
2	Sec. 1. 16 MRSA §358 is enacted to read:
4	\$358. Electronic records and signatures
б	
8	1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the
10	following meanings.
12	A. "Electronic" means electrical, digital, magnetic, optical, eletromagnetic or any other similar technology.
14	B. "Electronic record" means a record generated, communicated, received or stored by electronic means.
16	
18	C. "Electronic signature" means any identifier or authentication technique attached to or logically associated with an electronic record that is intended by the person
20	using it to have the same force and effect as a manual
22	signature.
24	D. "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
26	
28	E. "Rule of law" means a statute, rule, regulation, ordinance, common-law rule, court decision or other law relating to a governmental transaction enacted, established
30	or adopted by the State or any agency, commission, department, court, political subdivision or other authority
32	of the State.
34	2. Scope. The provisions of this section do not apply:
36	A. To the extent that their application would involve a construction of a rule of law that is clearly inconsistent
38	with the manifest intent of the lawmaking body or repugnant to the context of the same rule of law, provided that the
40	requirement that information be in writing, written, printed or signed or in any other manner purports to specify or
42	require a particular communications medium is not by itself sufficient to establish such intent; or
44	Sufficient to establish such intent; of
46	B. To any record that serves as a unique and transferable physical token of rights and obligations including, without limitation, negotiable instruments and other instruments of
48	title in the case of which possession of the instrument is
50	deemed to confer title.

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50 <u>electronic records and electronic signatures do not satisfy</u>		B. Nothing in this subsection may be construed to mean that
	50	<u>electronic records and electronic signatures do not satisfy</u>

	legal requirements for a writing or a signed writing in
2	transactions not covered by this section.
4	
_	SUMMARY
6	
	This bill provides for the validity and admissibility into
8	evidence in a legal proceeding of electronic records and also
	allows for an electronic signature to have the same legal force
10	and effect as a manual signature.