

**The foundations and provisions for approving electronic contracts  
and documents in electronic transactions according to the  
international trade law**

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**Abstract**

The aim of the current research is to identify the foundations and provisions for approving electronic contracts and documents in electronic transactions according to the provisions of international trade law. This research followed the descriptive analytical approach to gather information and view books and literature in the field of international and electronic commerce.

The importance of the current research was that its topic is modern and evolving, moving international trade to a new and unconventional position represented in the talk, the foundations of accreditation for electronic contracts and documents in electronic transactions in the light of the provisions of international trade law. Electronic transactions.

The research has come out with a number of results, including: that the international trade law determined the approval of electronic documents through what is called documentary credit, which is an important means of financing international trade because it gives the beneficiary or exporter of the goods the advantage of obtaining its dues within his country , The results of the research also showed "the UNCITRAL Model Law on Electronic Commerce" which has shown in Chapter Three how the contracts are formed and validated.

In addition, the "United Nations Convention on the Use of Electronic Communications in International Contracts" specifies the time and place to send and receive electronic communications, as well as the question of whether or not an electronic message arrives.

The research recommended conducting more studies and research on the basis for adopting contracts and electronic documents internationally, as well as periodically updating the laws of electronic commerce and electronic transactions in a manner that is compatible with technological development.

**Keywords:** Foundations, Documents, Accreditation, Commercial, International.

## Introduction

International trade is considered as one of the keystones of national economies, as it possesses a number of advantages and characteristics that distinguish it from internal trade, where the "UNCITRAL Model Law on Electronic Commerce" defines commercial activity as: "Issues arising from the collection of relationships of a commercial nature, whether contractual or not." , and relationships of a commercial nature include: the following transactions including but not limited to: commercial transaction for the supply or exchange of goods or services, distribution agreement, commercial representation or commercial agency, commission agencies, consulting services, engineering business, licensing, investment, finance, banking business, insurance, agreement or concession of exploitation, joint ventures, and other forms of industrial or commercial cooperation, transport of goods or passengers by air, sea or railways or roads<sup>1</sup>.

E-commerce is one of the modern manifestations of international trade, where e-commerce is defined as: the transport and delivery of goods and services via the Internet<sup>2</sup>, and some have defined it as: buying and selling processes that takes place via the Internet<sup>3</sup>. It was also defined as: the mean by which the consumer is provided with services at the right price through the internet, either within the borders of the state or outside it<sup>4</sup>.

Electronic transactions have become of great importance for governments and commercial projects around the world, and many agreements and organizations have adopted the regulation of these transactions: the United Nations organization represented in the "United Nations Commission on International Trade Law (UNCITRAL)" 1996<sup>5</sup>,

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<sup>1</sup> UNICERAL Model Law on Electronic commercee .1996 Article 1.

<sup>2</sup> Al-Sayed Ahmed Abdel-Khalek. (2006 AD). E-commerce and globalization. Arab Administrative Development Organization - Arab League. P. 34

<sup>3</sup> Ibid., p 34.

<sup>4</sup> Tariq Farooq Al-Hosary. (2010). International economy. Cairo: The Modern Library, p. 219.

<sup>5</sup> Medhat Abdel-Halim Ramadan. (2001). Criminal protection for electronic commerce. Cairo: Arab Renaissance House. P. 10

and the "World Trade Organization" that was established According to the Marrakesh Agreement of 1995<sup>6</sup>, the Organization for Economic Cooperation and Development in 1961<sup>7</sup>, the European Union<sup>8</sup> and the International Chamber of Commerce in 1919<sup>9</sup>.

Since electronic documents and contracts are an integral part of electronic transactions, international trade law has developed a set of foundations and provisions that ensure their adoption, as the electronic document is referred to as an electronic signature that guarantees the identity of the contractors, and the electronic contracts are considered one of the applications of the electronic document, which is characterized by a method its convening and the way it is implemented, as the process of convening the various processes is carried out through an electronic means or broker based on the use of audio-visual information and communication technology that is open for use by everybody<sup>10</sup>, so electronic contract is not created except through an offer and acceptance and this is sent through e-mail or fax, regardless of whether the contracting party is a moral body or a natural person, and the party to whom the offer was directed has to put his electronic signature to express his acceptance and then return it to the offeror party, and thus, the electronic contract is concluded and it will has legal value, and the party to whom the offer was sent may send its acceptance through a separate message from the document that contains the offer or the same document, by pressing one of the buttons on the document page after reviewing the terms of the contract, and if there is no box for his acceptance in the document, he can put his electronic signature in a specific box and then send the document to offeror<sup>11</sup>.

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<sup>6</sup> Mohamed Hossam Mahmoud Lotfy. (2002 AD). The legal framework for electronic transactions: a study of the rules of evidence in civil and commercial materials. Egypt. P. 19

<sup>7</sup> Hadi Muslim Younis Qasim Al-Bashkani. (2002 AD). Legal regulation of electronic commerce. PhD thesis, University of Mosul, College of Law, Iraq. P. 12

<sup>8</sup> Rovikalakota & Andrew B. Whinstone. (1996). frontiers of electronic commerce. p 225.

<sup>9</sup> Mohammed Saeed Ahmed Ismail. (2005 AD). Legal protection methods for e-commerce transactions. Unpublished Doctor Thesis, Ain Shams University, Faculty of Law, p. 77

<sup>10</sup>

<sup>11</sup> Ammar Karim Kazem. (2007 AD). The legal force of an electronic document. Journal of Judicial Research in Yemen (7) ... p. 177

But not every electronic document or contract is acceptable in international trade law, so it worked to lay out a set of foundations and provisions that guarantee their international adoption, and this is what the current research will clarify.

### **Research problem**

The electronic technical progress in the field of international trade has led to the emergence of foundations and provisions for the adopting of each of the contracts and documents in electronic transactions, as the foundations for the adoption of the electronic document appeared to solve the problems that result from the arrival of goods before the documents arrived, and the existence of the foundations and provisions for the adopting of this document are working to increase the confidence of dealers in electronic transactions, and hence strengthening and developing economic relations between countries<sup>12</sup>.

Therefore, the foundations and provisions were laid down in the International Trade Law for adopting of electronic contracts and documents in electronic transactions, the assignment of data messages, the acknowledgment of their integrity, and the determination of the time and place of sending and receiving them, some of the laws that established this are: the UNCITRAL Model Law on Electronic Signatures of 2001, the United Nations Convention on the Use of Electronic Communications in International Contracts for the year 2005, and others.

### **Research questions**

1. What are the principles and provisions adopted in electronic contracts in the provisions of international trade law?
2. What are the principles and provisions adopted in electronic documents in the provisions of international trade law?

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<sup>12</sup> Ammar Karim Kazem. (2007 AD). The legal force of an electronic document. Previous reference. P. 180

### Research objectives

The current research topic aims to achieve a set of objectives, which are as follows:

1. Discover of the principles and provisions approved in electronic contracts in the provisions of international trade law.
2. Discover of the foundations and provisions approved in electronic documents in the provisions of international trade law.

### Research importance

The importance of the current research lies in the fact that its topic is modern and advanced, moving international trade to a new and untraditional position represented in the foundations of accreditation for electronic contracts and documents in electronic transactions in the light of the provisions of international trade law. This is in addition to the fact that most studies did not address this issue and did not give it any attention in electronic transactions.

### Research approach

This research followed the descriptive analytical method, which depends on gathering information and accessing books and literature in the field of international trade and electronic commerce, and the research also relied on various international agreements and laws regulating this field.

### Previous studies

(Moazeb, 2019) conducted a study entitled: "**The legal framework for electronic transactions in international trade: a legal study in accordance with international agreements related to international trade law.**" This study aimed to identify the legal aspects of international trade and international legal regulation of international trade. The study followed the descriptive analytical **approach. Among the results that came out of the study were about the electronic contract and document in international trade:** the results showed that the majority of international commercial contracts are almost free of interference of electronic transactions in their negotiation, conclusion,

And implementation, and showed also that the presence of the electronic document in international electronic commerce protects the rights of the contracting parties and guarantees confidence between them. The study recommended encouraging developing countries to join the World Trade Organization. **The study also recommended** the establishment of an electronic club under the supervision of the United Nations through which international electronic trade contracts will be implemented.

(Al-Sanjari, 2018) conducted a study entitled: "**The Authentic of Electronic Documents in Evidential in Iraqi and Jordanian Legal.**" This study aimed to demonstrate the legal authority of the electronic document. **This study followed the comparative approach.** Among the results of the study on the electronic document was that: For the electronic document to be absolute authentic, it must be signed by the party that issued it, and the results of the study showed that the electronic document should be written and documented in the manner agreed upon by the parties to the contract with each other. **The study recommended** the Iraqi and Jordanian legislators to spread digital awareness among members of society and expand the electronic dealing circle between individuals and the government. The study also recommended that each legislator reconsider the exceptions that removed many contracts out from the dealing.

(Kazim, 2007) conducted a study entitled: "**The legal force of the electronic document.**" This study aimed to research the power of the electronic document in a legislative way. **The study came out with a number of results**, including: that the electronic document is the main pillar through which electronic commerce achieves its goals, since it is possible to complete transactions and conclude deals easily and conveniently, which in turn leads to saving expenses And for this link between the electronic document and electronic commerce led to the protection of consumer rights, and also the results of the study showed that the electronic document is considered as the primary reference for knowing what was agreed upon by the parties to the contract that regulated electronically and identifying their obligations.

**The study recommended** the Iraqi legislator to regulate a law on electronic transactions in general and give the electronic document in particular the legal force explicitly in order to enjoy sufficient confidence in electronic transactions.

(Hassan, 2007) conducted a study entitled: "**The Legal Regulation of Electronic Contracts**". This study aimed to identify the e-commerce and the nature of electronic contracts. **Among the results of the study about the internationalization of electronic contracts:** that electronic commerce contracts are international contracts when the user of the Internet is in a country, the supplier of subscription services in the network is in a second country, and the company that processes data, enters it, and uploads it via the network is in a third country. The results of the study also showed that if the economic standard is linked to international trade contracts for the flow of goods, products, and services across borders, it will be an international trade contract. **The study recommended** finding the necessary means to achieve confidence and safety among the contractors by finding the necessary guarantees for the implementation of electronic contracts. The study also recommended finding unified international legislations on electronic commerce comparable to the unified international legislation on international trade.

#### **Commenting on previous studies**

The current research is consistent with previous studies in referring to international electronic documents and contracts, and the current research differs from previous studies in that it has covered the subject of electronic contracts and documents in terms of the foundations and provisions that make them adopted in international trade law.

#### **Benefits from previous studies:**

**As for to the aspects of benefiting from these previous studies, they are summarized in the following points:**

1. Benefiting from their theoretical frameworks in writing the theoretical framework for the current study, in addition to knowing the presentation and analysis of the results.



2. Benefiting from the results and recommendations of these studies for the results of the current study, and then trying to complete those scientific efforts to reach new results that these studies were not able to reach.

### **The foundations and provisions for the adoption of electronic contracts in electronic transactions in accordance with the provisions of international trade law**

The electronic contract<sup>13</sup> is formed through the convergence of the will of the contracting parties and express of them through electronic means, and the "UNCITRAL Model Law on Electronic Commerce" in Chapter (3) entitled "Contract Formation and Validity<sup>14</sup>" clarified that there is an authentic for recognizing data messages in offer and acceptance exchanges, and the law has explained in its explanatory note issued by the United Nations Commission on International Trade Law (UNCITRAL) that (Article 11) of UNCITRAL law is not intended to link it to the formation of an electronic contract, but rather by means of stimulating international trade to greater legal certainty when concluding the contracts electronically. "The United Nations Convention on the Use of Electronic Communications in International Contracts" has specified the time and place for sending and receiving electronic communications, as well as the issue of whether or not an electronic message arrives, and the consequences of not having it, as follows:

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<sup>13</sup> Article 2 of the European directive issued on May 20, 1997, related to the protection of consumers in contracts concluded remotely, stipulates that: "A contract relating to goods and services that takes place between a supplier and a consumer through the regulatory framework for the remote sale or provision of services organized by the supplier, which occur by one or more of electronic means of communication until the completion of the contract". Through this text, we conclude that the European directive did not identify the electronic contract, but only defined the contract remotely, which is every contract made in the field of sales or every performance or supply of the service, whatever the method used, including the supplier and the consumer of the Internet.

<sup>14</sup> UNICERAL Model Law on Electronic commerce 1996, Article 11/1.

- Regarding the time of sending the electronic letter, the agreement made him at the time when the electronic message leaves the information system<sup>15</sup> in the originator<sup>16</sup>, regardless of whether he sent it or through a person acting on his behalf, as the agreement stipulated:

"The time the electronic communications are sent is the time when the information system is left under the control of the originator or the party that sent it on behalf of the originator<sup>17</sup>."

In the event that the letter does not leave the information system that is under the control of the originator or who is acting on his behalf to send the letter is the time it was received and received by the addressee, so the agreement set a time for receiving the electronic letter, and indicated to it that it is the communication that can be extracted by the addressee on a specific electronic address, it stated that: "The time of receipt of the electronic communication is the time when it is able to be retrieved by the addressee in the electronic address designated by the addressee<sup>18</sup>."

We can say through the previous text that this agreement relied on the theory of the arrival of the communication and not knowledge of it, because the party to whom it was sent had received the electronic communication from the originating party, but the agreement mitigated this theory by setting two foundations for that, they are:

1. That the addressee assigns an electronic address to the sending party to deliver the letter, in order to maintain the stability of electronic transactions and to preserve the principle of good faith.

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<sup>15</sup> Which is "any system for creating, sending, receiving, processing, or storing data messages in any other way." See: **United Nations Convention on the Use of Electronic Communications in International Contracts 2005, Article f / 4.**

<sup>16</sup> It means "the party that sent the electronic message or created it before storing it if storage occurred, or who did it on its behalf, but it does not include the party that acts as an intermediary with respect to that electronic message". See: **United Nations Convention on the Use of Electronic Communications in International Contracts For the year 2005, Article d / 4.**

<sup>17</sup> United Nations Convention on the Use of Electronic Communications in International Contracts For the year 2005, Article 1/10.

<sup>18</sup> The same previous reference. Article 10/1.

2. That the electronic letter is extractable at the specified electronic address, where the communication must be available to the addressee at the requested address that can be extracted from it by the addressee or the party on his behalf, and therefore the sending party can view the contents of the communication that the addressee intended to clarify, and it was the purpose of the agreement is to discontinue the allegation of the originator of the electronic communication, and to deliver the communication to the address of the addressee without his responsibility for the extractable of that communication, such as if the file is encrypted<sup>19</sup>.

In the event that there is an error in the formation of the electronic message by the offeror or acceptor or when it is sent, such as by clicking on the execution of the order and sending it before its completion, so, the United Nations Agreement on the Use of Electronic Communications in International Contracts for 2005 is organized, this matter in Article (1/14), whereby it allowed the natural person who made the mistake to withdraw the part in which he made a mistake, and here it is considered retracting from the electronic letter, but the agreement set conditions for this retreat, which are as follows:

1. This regression applies only to the natural person, that is, if the electronic communications were automated through computers without the natural person's intervention, it is not necessary to retract, because the goal is to achieve the principle of contentment in commercial contracts between natural persons when preparing documents for electronic contracts.
2. Sending a notification from the contracting party that committed the error or acting on its behalf at the earliest time to the other party during the period referred to in the agreement, and made determining this a discretionary power for the judge of the matter, through his consideration of each case individually,

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<sup>19</sup> Abdul Khaleq Saleh Moazeb. (2019 AD). The legal framework for electronic transactions in international trade: a legal study in accordance with international agreements related to international trade law. Germany - Berlin: Arab Democratic Center for Strategic, Political and Economic Studies. P. 205

- and in the event that the person failed to inform the party the other during this period forfeits his right to withdraw the electronic communication.
3. That the party in error or his representative did not use the goods or service subject to the contract to which the electronic communication is attached, or that he received a value from the other party linked to the location of the contract.
  4. The absence of an automated system that supports error correction in electronic communications.

**Based on the above, we can say that:**

That the United Nations Convention on the Use of Electronic Communications in International Contracts for the year 2005 AD did not clarify the nature of the excepted error from errors in electronic communications, which is the unintended error, and we also find that the agreement did not specify controls to maintain the principle of good faith in protecting the other party, which must be when interacting between the two parties, one of them may exploit this exception to abrogated the contract that he later realized its uselessness for him, because the agreement has made the allowable party to withdraw the electronic communication is the same person who determines the time period for the possibility of withdrawing it, which leads to harming at the other party, and we also conclude that agreement require that the contracted merchandise is not used is in violation of the principle of consent in the contract, and applying it may lead to harm to the interests of the contracting parties, and also the requirement of the agreement that there is no automatic system that corrects the error is useless requirement, because the person in error is It is himself who owns the corrected automated device, and thus he can hide the error he committed, and then we see that this condition was in the interest of the party in error and not the injured party, as we conclude that the agreement limited the issue of error handling to the introduction of texts in electronic communications and did not set exceptional rules governing the error in electronic transactions in general<sup>20</sup>.

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<sup>20</sup> The same previous reference. pp 205 – 213.

### **The basis and provisions for adopting electronic documents in electronic transactions in accordance with the provisions of international trade law**

International trade law has determined the adopting of electronic documents through the so-called documentary credit, which is an important means of financing international trade because it gives the beneficiary party or the exporter of the goods the advantage of obtaining its dues within his country, that is, they are considered as a credit instrument, where the documentary credit is defined as The credit that the bank opens in accordance with a request from the other party, regardless of the method of execution, whether by acceptance of a bill of exchange or by discounting it, or by paying an amount to the customer, and the guarantee here is represented in possession of the goods<sup>21</sup>. Documentary credit is also defined as: a form of documentary in foreign trade<sup>22</sup>.

#### **The documentary credit is characterized by a number of characteristics, as follows:**

**First:** The documentary credit is a consensual contract binding on the bank, the customer, and the beneficiary party.

**Second:** The documentary credit is a contract that is separate from the sales contract.

**Third:** The documentary credit contract is a contract based on personal consideration, but there are types of it that accept transfer and partition.

**Fourth:** The documentary credit is a commercial contract for the bank, and it is not considered commercial for the customer unless the customer meets the conditions of the merchant.

**Fifth:** Documentary credit has a number of benefits represented by the lack of need to get to know the merchant and his commercial reputation, and ensure access to value,

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<sup>21</sup> Samah Youssef Ismail Al-Saeed. (2007 AD). The contractual relationship between the parties to the documentary credit contract. Master Thesis, An-Najah National University, Nablus, p. 15

<sup>22</sup> Abdul Muttalib Abdul Majeed. (2000 AD). Comprehensive Banks: operations and management. Alexandria: University Publishing House. P. 240

and ensure commitment to the contract, prior knowledge of duties, and provides advantages to open credit, and other benefits<sup>23</sup>.

**Documentary credits in electronic transactions are divided into four sections:**

**1. Documentary credit is divided in terms of the degree of safety and commitment strength into:**

- **Revocable credit:** It is permissible for the issuing bank to withdraw or amend it without notifying the beneficiary party before the presentation of documents, but this type has become unacceptable for banks<sup>24</sup>.
- **Irrevocable accreditation:** It is called peremptory or unqualified accreditation, which may not be revoked or modified except by accreditation parties<sup>25</sup>.
- **An enhanced irrevocable credit:** Here another bank enters the side of the issuing bank of credit, which is called a support bank or a reinforced bank, and the beneficiary uses this credit for economic or security reasons related to the conditions of the country in which the issuing bank is located, and here becomes the bank that agreed to the enhancing is committed to all that the issuing bank has committed to, either by sight payment or at a later date<sup>26</sup>.

**2. In terms of the form of documentary credit, it is divided into:**

- **Transferable documentary credit:** The credit here is transferable in favor of another beneficiary. The recipient party may hereby transfer the receipt of credit to another beneficiary provided that this is included in the credit contract<sup>27</sup>.

<sup>23</sup> Abdullah Saeed Al-Omari. (No history). Documentary Credits. Saudi Arabia: Management of the Trade Services Center. pp. 15-17.

<sup>24</sup> Salim Boutros Al-Ashmawi. (1984 AD). Documentary accreditation between the scientific and legal perspectives. Cairo: Arab Center for Journalism, p. 21

<sup>25</sup> Zaid Hussain Al-Afif. (2005 AD). Types of documentary credits. A scientific paper to complete the requirements for a doctorate degree, Department of Private Law. P. 1

<sup>26</sup> Abdullah Saeed Al-Omari. (No history). Documentary Credits. Previous reference. P. 29.

<sup>27</sup> Issam Hanafi Mahmoud. (2012 AD). International Trade Law. Banha University, Faculty of Law, p. 310.

- **The credit corresponding to another credit:** The beneficiary opens this credit by ensuring that there is another credit previously opened for him, and it is called auxiliary credit or additional credit, and it produced by the beneficiary's use of the credit provided by the credit source bank the another additional credit support provided by the seller bank to the supplier who supplies the commodity to the seller.

- **Revolving Credit:** It is a credit that is automatically divisible in terms of duration or amount of credit<sup>28</sup>.

**3. The documentary credit in terms of payment method is divided into:**

- **By sight credit:** Also called executed credit, its value is paid after reviewing the documents and submitting them to the reinforced bank and ensuring their authenticity.

**4. Documentary credit is divided in terms of shipping way to:**

- **Divisible Credits:** The seller has the right to ship his goods on more than one shipment during the credit period<sup>29</sup>.

- **Documentary credit which does not allowed for partial shipment:** the goods are not allowed to be divided here and must be shipped here in one batch.

- **Documentary credit which permit to be re-shipping:** it is allowed here to ship the goods to a specific country and then ship them to an importing country, and this often occurs in countries that do not have seaports, where the goods pass here through the lands of another neighboring country that have seaports<sup>30</sup>.

- **Documentary credit does not allow re-shipping:** here it is not allowed to ship the truck or re-shipping the goods<sup>31</sup>.

<sup>28</sup> Issam Hanafi Mahmoud. (2012 AD). International Trade Law. Ibid., P. 130.

<sup>29</sup> Mohammed bin Abdul Aziz bin Saad Al Yamani. (1426 AH). Penal condition and its impact on contemporary contracts. PhD thesis, King Saud University, Kingdom of Saudi Arabia. P. 311.

<sup>30</sup> Ibid., P. 311.

<sup>31</sup> Samah Youssef Ismail Al-Saeed. (2007 AD). The contractual relationship between the parties of the documentary credit contract, previous reference, pp. 28-29



Although documentary credits guarantee confidence between the seller (with the presence of a trusted body represented by credit issuing bank), and the buyer (that the bank pays the price to the seller after verifying the authenticity of the documents provided), there are a number of risks arising from these credits, which are as the following:

- **Independence of documentary credits from their resulting contracts:** that is, they are separated from sales contracts and other contracts on which they are based, and banks are not obligated to those contracts and have nothing to do with their implementation, or even be referred to in the event of disagreement between the parties to the contract<sup>32</sup>.
- **Risks facing the buyer (the order):** such as the bank exceeding the limits of the authority stipulated in the documentary credit opening contract, or the arrival of the goods in violation of the terms of the base contract between the two parties or the bank's failure to implement the documentary credit<sup>33</sup>.
- **Risks associated with facing the seller (the beneficiary):** such as shipping the goods before receive the price, loss of documents, or the intermediary bank's intervention in the event of an intermediary bank between the seller and the credit issuing bank<sup>34</sup>.
- **Risks related to the bank issued same credit:** as lack of accurate data, or lack of conformity between documents and the amount of collateral granted by the documentary credit<sup>35</sup>.
- **Risks arising from political, social and economic conditions, and others**<sup>36</sup>.

<sup>32</sup> Abdullah Saeed Al-Omari. (No history). Documentary Credits. Saudi Arabia: A Previous Reference. P. 13.

<sup>33</sup> Muayyad Ahmad Obaidat and Abdullah Hussein Al-Khashrum. (2009). The risks of documentary credit. Al-Manara Magazine, 15 (2). P. 157

<sup>34</sup> Ibid., P. 164.

<sup>35</sup> Ibid., P. 166.

<sup>36</sup> Hussein Saber Bakhtiar. (2009). The bank's responsibility for documentary credit and the risks it faces. Cairo - Egypt: Legal Books House - Mansoura University Publications, p. 159.



### **Conclusion (findings and recommendations)**

Several agreements and organizations have adopted the organization of electronic transactions for international trade, namely: the United Nations represented in the "United Nations Commission on International Trade Law (UNCITRAL)" 1996, the "World Trade Organization" that was established under the Marrakesh Agreement in 1995, and the "Organization for Economic Cooperation and Development" 1961, the European Union and the International Chamber of Commerce 1919.

Electronic documents and contracts are considered as an integral part of electronic transactions. International trade law has worked to develop a set of foundations and provisions to ensure their adoption. The electronic document is referred to as an electronic signature that guarantees the identity of the contractors, and electronic contracts are considered an application of the electronic document.

The "UNCITRAL Model Law on Electronic Commerce" has outlined in (Chapter Three) "How contracts are formed and validated," and the United Nations Convention on the Use of Electronic Communications in International Contracts specifies the time and place to send and receive electronic communications, as well as the question of whether or not an electronic message arrives.

International trade law also determined the adopting of electronic documents through the so-called documentary credit, which is an important means of financing international trade because it gives the beneficiary or exporter of the goods the advantage of obtaining its dues within his country, and the documentary credit is distinguished as a consensual and independent contract based on consideration Personal, and ensures access to value, and commitment to the contract, as well as guarantees prior knowledge of duties, and the adopting of documents is divided into four sections in terms of: the degree of safety and commitment strength, the form of documentary credit, the payment way in addition to the shipping way.

Although documentary credits guarantee confidence between the seller (with the presence of a trusted body represented by the issuing bank), and between the buyer (that the bank pays the price to the seller after verifying the authenticity of the documents provided), there are a number of risks resulting from these credits, such as the independence of documentary credits On the resulting contracts, the risks related to the credit issuing bank itself, and the risks of confronting the buyer (the order), in addition to the risks arising from political, social and economic conditions.

The research recommends conducting further studies and research on the basis for adopting contracts and electronic documents internationally, as well as periodically updating the laws of electronic commerce and electronic transactions in a manner that is compatible with technological development.

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