
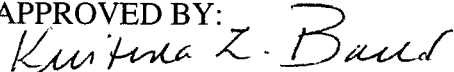


**JUDICIARY OF GUAM
POLICY AND PROCEDURES
ADMINISTRATIVE POLICY NO. UJ22-02**

 Judiciary of Guam	Division: ADMINISTRATIVE OFFICE OF THE COURTS
TITLE: Electronic Signature Policy	EFFECTIVE DATE: February 15, 2022
REVISED DATE:	APPROVED BY:  Kristina L. Baird, Administrator of the Courts

I. PURPOSE

This Policy authorizes the use of electronic signatures as an acceptable means of providing signatures for certain Judiciary of Guam (“Judiciary”) documents. The Judiciary’s use of electronic signatures will improve efficiency, enhance savings, reduce or eliminate paper and paper filing requirements, and facilitate signatures among parties who are in different locations. This Policy does not mandate the use of electronic signatures or otherwise limit the rights of parties to conduct transactions on paper.

This Policy is intended to be consistent with the Uniform Electronic Transaction Act, codified in Guam law as 18 GCA § 91101 *et seq.*

II. APPLICABILITY

This Policy applies to Judiciary employees with the responsibility for signing documents in support of Judiciary administrative operations. This Policy applies to transactions between parties, each of which has agreed to conduct transactions by electronic means. Whether the parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the parties’ conduct.

This Policy shall not apply to judicial documents signed by Judicial Officers acting in such capacity, nor shall it apply to judicial filings signed by litigants and filed with the Court. The signature requirements of judicial documents are governed by Administrative Orders and Promulgation Orders as issued by the Supreme Court of Guam.

III. GENERAL POLICY

1. *Electronic signature* means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
2. Use of electronic signatures is acceptable on Judiciary documents as part of its regular business including the obligation of contractual funds.
3. An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner.
4. The effect of an electronic record or electronic signature is determined from the context and surrounding circumstances at the time of its creation, execution, or adoption, including the parties' agreement, if any, and otherwise as provided by law.
5. This Policy applies to transactions between the Judiciary and any affiliate or third party, each of whom has agreed to conduct transactions by electronic means.

IV. USE OF AN ELECTRONIC SIGNATURE

1. Subject to the limitations and supplemental approvals required by this Policy, when a Judiciary policy, a law, or a regulation requires that a record be executed by a responsible person, the execution of such record may be evidenced by an Electronic Signature.
2. The mere fact that an individual signs a record using an Electronic Signature does not guarantee that the record has been signed by a person authorized to sign or approve such record. Appropriate procedures must be used to confirm that the person signing the record has the appropriate authority. Such appropriate procedures may include the following:
 - i. Using software which has been approved by the Judiciary's Management Information Systems ("MIS") as acceptable.
 - ii. Typing "/s/" or a similar identifier on a signature line, provided that the document is sent in PDF form from an email address which is only accessible by the person signing and sending the document.

3. If a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record.

V. ACCEPTANCE OF ELECTRONIC SIGNATURES FROM THIRD PARTIES

1. In general, when the Judiciary enters into a contract, or is a signatory to another type of document, in each case with a third party, the Judiciary and such third party should consent to the use and acceptance of electronic signatures. It is prudent to obtain some written evidence from the third party that it has agreed to the use of electronic signatures. However, obtaining such evidence may not be possible and consent may be implied by the parties' conduct.
2. If the Judiciary is party to a business contract, if possible, the terms of the contract should evidence the use and acceptance of electronic signatures. For example, the following language may be added to a contract:

“The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.”

VI. VIOLATIONS

Any individual or party that makes inappropriate or illegal use of electronic signatures, transactions, and/or records is subject to sanctions up to and including dismissal, suspension, and criminal prosecution.

VII. REFERENCES

1. Signature Stamp Policy, UJ22-03

