

Regulations on the Proper Issuance and Preservation of Documents in Subcontracting Transactions

Practical Guidelines

Enacted July 1, 2017

First Amendment

October 17,

2022

I. Purpose

These guidelines specifically outline matters that the principal contractor must comply with or strive to comply with regarding the issuance and preservation of written documents during the conclusion and transaction process of subcontracting contracts. This aims to ensure that both the principal contractor and the subcontractor clearly understand matters related to the issuance of written documents under the "Act on Fairness in Subcontracting Transactions"(hereinafter referred to as the "Subcontracting Act") and thereby facilitate the exercise of rights and fulfillment of obligations under it. Furthermore, it aims to promote advanced written issuance practices and establish a fair subcontracting transaction order by presenting measures to be implemented by the Fair Trade Commission to spread and solidify a desirable written culture within the subcontracting transaction process.

II. Composition of Implementation Items

These guidelines consist of three parts: ① matters concerning the issuance of various documents during the subcontracting transaction process, ② matters concerning the preservation of issued documents, and ③ provisions defining the content and procedures of the Fair Trade Commission's policies to promote the establishment of document issuance and preservation practices.

III. Matters Concerning the Issuance of Various Documents During the Subcontracting Transaction Process

The principal contractor shall issue documents as specified below during the conclusion and performance of the subcontracting transaction contract. The documents subject to issuance are as listed in Table 1 below.

<Table 1: Documents Subject to Issuance>

Serial Number	Document Subject to Issuance	Remarks
1	Basic Contract (including supplementary/amended contracts)	Subcontracting Act Article 3
2	Subcontracting Agreement Confirmation Document	Article 3, Paragraph 6 of the Subcontracting Act
3	Reduction Notice	Subcontracting Act Article 11

4	Request for Provision of Technical Data	Subcontracting Act Article 12-3
5	Certificate of Receipt of Deliverables, etc.	Subcontracting Act Article 8
6	Inspection Result Notification	Subcontracting Act Article 9
7	Notice of Contract Change Details	Subcontracting Act Article 16

1. Issuance of Subcontract Agreement

A. Obligation to Issue in Writing (Subcontracting Act Article 3)

○ When the principal contractor entrusts the subcontractor with the manufacture, repair, construction, or service provision (hereinafter referred to as "manufacturing, etc.") of the subject matter under the Subcontracting Act, the principal contractor must agree with the subcontractor on the main contract details, such as the content, quantity, and unit price of the entrusted subject matter, and then issue a subcontract agreement in writing.

○ If the original contract terms change due to design modifications or entrusting additional work, an additional or amended written document must be prepared and issued unless there are exceptional circumstances.

b. Required Written Details

○ The subcontract agreement document must reflect the actual facts of the transaction and, in principle, must include the following items:

① The date of entrustment, details of the entrusted items, quantity and unit price, the time and place for delivery or provision of the items, the inspection method and timing for the items, and the subcontract payment (including advance payments, progress payments, and completion payments for construction projects) along with the payment method and due date

② If the principal contractor intends to provide the subcontractor with raw materials required for manufacturing the items, etc., the name of such materials, quantity, date of provision, payment method, and payment schedule

③ Requirements, methods, and procedures for adjusting subcontract payments due to price fluctuations of raw materials, etc., after entrusting the manufacture, etc., of the subject matter

c. Timing of Written Issuance

○ In principle, the principal contractor shall issue a written contract without delay after agreeing on the main terms of the subcontracting agreement with the subcontractor.

○ Even if the principal contractor faces circumstances making it difficult to promptly provide the written contract to the subcontractor, the contract must be issued in writing by at least the deadlines specified in the following subparagraphs, unless there are special reasons.

① Contract Manufacturing: Before the contractor commences work for goods delivery, etc.

② Repair Contract: Before the contractor commences the contracted repair work

③ Construction Commissioning: Before the contractor commences work on the contracted construction project

④ Service Commissioning: The contractor commences the contracted service performance

activity. d. Method of Written Issuance

○ The principal contractor shall issue a contract signed (including a certified electronic signature as defined in Article 2, Item 3 of the Electronic Signature Act) or stamped by the company or its representative to the subcontractor.

○ If a written document is issued without the signature or seal of the subcontracting transaction parties, it shall be deemed a failure to issue the written document.

○ Written documents may be issued by providing electronic records as follows:

- Transmission via telecommunication lines and recording in a file stored on an electronic record device used by the subcontractor (e.g., email)
- Providing access to the subcontractor via telecommunication lines and recording it in a file on the electronic recording device used by the subcontractor (e.g., web)
- Methods such as delivering electronic records to the recipient business via floppy disk, CD-ROM, etc. d.

Exceptions

In cases where written documents are issued in a reasonable manner consistent with the actual circumstances of the subcontracting transaction, as exemplified below, the obligation to issue written documents may be fulfilled differently from the aforementioned written document requirements and issuance timing.

- When there are matters that are difficult to determine at the time of entrustment. However, the principal contractor may issue a document without including such matters only if there is a justifiable reason for their difficulty at the time of entrustment.

* However, even in such cases, the reason why the matter is not specified and the expected date for determining it must be stated. Once the matter is finalized, a written document containing that information must be issued without delay.

- In cases where frequent transactions occur in the reality of subcontracting transactions, and where, considering the characteristics of the industry or the reality, there are no significant problems in establishing and maintaining the contract.

- When a basic contract is provided and placed via fax transmission or other electronic means, and the order details are objectively clear

- When some statutory items are omitted from the contract, but the omitted items can be ascertained through the quantity sheets or work instructions provided at the time of each order placement

- When the basic contract is sent and the supplier submits offer sheets to the principal while manufacturing export goods, and these offer sheets can serve as individual contracts

- Where, in connection with entrusting additional construction work, the contract is replaced by a settlement agreement immediately after completion for work types where quantity fluctuations are clearly foreseeable due to minor and frequent additional tasks

* However, the following cases constitute failure to issue written documentation:

- Where the scope of additional work is distinct and the amount is substantial, yet no specific additional contract or work order is issued.
- When additional or altered construction quantities are proven during the construction process, but a change order or settlement statement is not issued due to a dispute between the parties

b. Special Provisions

(1) Presumption of Subcontracting Agreement

○ Where the principal contractor, while entrusting manufacturing or similar work, fails to issue a written subcontract agreement containing the items specified in Article 3, Paragraph 2 of the Subcontracting Act (including cases where a written agreement omitting some items was issued pursuant to Paragraph 3), the subcontractor may request confirmation by notifying the principal contractor in writing, stating the details of the entrusted work, the subcontract price, the date of entrustment, the business names and addresses of the principal contractor and subcontractor, and other details of the entrusted work.

- In this case, the subcontractor shall use [Form 1] "Request for Confirmation of Entrusted Details" from the "Fair Subcontracting Transactions Guidelines" as the standard form.

※ Appendix 1: Standard Form for Request for Confirmation of Entrusted Details

○ Upon receiving the above Request for Confirmation of Entrusted Details from the subcontractor, the principal contractor must respond in writing to the subcontractor within 15 days, either acknowledging or denying the details.

- In this case, the principal contractor shall use [Form 2] "Reply to Request for Confirmation of Entrusted Content" from the "Fair Subcontracting Transactions Guidelines" as the standard form.

※ Appendix 2: Standard Form for Written Response to Request for Confirmation of Entrusted Content

○ If the principal contractor fails to send a reply within 15 days, it shall be presumed that the subcontracting occurred as notified by the subcontractor, except in cases where a reply is impossible due to force majeure or other unforeseeable circumstances.

○ The written notice requesting confirmation of the entrusted work and the written reply to such request shall be sent to the addresses of the principal contractor and the subcontractor, respectively, by certified mail or other means (excluding email) that objectively confirm the content and receipt of the notice and reply.

(2) In the case of a joint contract

○ In the case of a joint contract under a joint execution method, all joint contractors shall jointly execute the subcontract agreement and issue the written document, or each shall individually execute a subcontract agreement for their respective share of the work, or the representative

The representative may enter into the subcontract agreement on behalf of the joint venture and issue the written document.

2. Issuance of Subcontract Payment Reduction Documents

A. Obligation to Issue Written Notice (Subcontracting Act Article 11)

- When the principal contractor intends to pay the subcontractor less than the agreed subcontract payment amount for manufacturing or other entrusted work, it must issue a written reduction notice to the subcontractor.

When entering into a subcontract agreement, frequent transactions necessitate separate documents for payment terms, transportation, inspection, returns, and other transaction conditions, ~~to~~ materials, manufacturing processes, etc., into the basic contract. For matters related to subcontracting fees, such as unit prices and quantities, these are delegated to special agreements or purchase orders. If the fee is determined based on separate special agreements or purchase order details, the point at which such special agreements or purchase order details are notified to the subcontractor is deemed the "point of delegation."

b. Items to be Included in the Written Notice

- When the principal contractor intends to reduce the subcontract payment, the written notice provided must include the reasons and basis for the reduction, the quantity of the subject matter subject to reduction, the amount of the reduction, the method of reduction (such as deductions), and other matters proving the legitimacy of the reduction.

c. Timing of Written Issuance

- When the principal contractor intends to reduce the amount, they must issue a written reduction notice to the subcontractor in advance before making the reduction.

d. Method of Written Issuance

- When the principal contractor requests a reduction in the subcontract payment from the subcontractor in writing, the company or its representative must provide a document bearing a signature (including a certified electronic signature as defined in Article 2, Item 3 of the Electronic Signature Act) or a name seal.

- When the principal contractor intends to reduce the amount, the standard form in Appendix 3 shall be used.

- ✕ Appendix 3: Standard Form for Subcontract Payment Reduction Notice

- Written documents may be issued by providing electronic records as follows:

- Transmission via telecommunication lines and recording in a file stored on the electronic recording device used by the subcontractor (e.g., email)
- Providing access to the subcontractor via telecommunication lines and recording it in a file on the electronic recording device used by the subcontractor (e.g., web)
- By delivering electronic records such as floppy disks or CD-ROMs to the subcontractor, etc. c.

Exceptions

The principal contractor may issue a written reduction notice without including items that are difficult to determine at the time of issuance, provided there is a justifiable reason.

* However, even in such cases, the document must specify the reason why the matter is not yet determined and the expected date by which it will be determined. Once the matter is finalized, a document containing that information must be issued without delay.

3. Issuance of Written Requests for Technical Data

a. Obligation to Issue a Written Request (Subcontracting Act Article 12-3)

o The principal contractor shall issue a written request to the subcontractor when there exists a justifiable reason for requesting the provision of technical data.

<Examples of Justifiable Grounds for Requesting Technical Data>

- When requesting technical data from the subcontractor during the process of concluding a subcontract agreement through direct contracting, competitive bidding (general competition, restricted competition, designated competition, etc.), for purposes such as evaluating the subcontractor's technical capabilities, establishing a base price for the ordered goods, reviewing proposals, conducting joint technology development, or meeting the requirements of the client's Request for Proposal (RFP)
- When the principal contractor requests technical data from the subcontractor during the subcontracting transaction under the pretext of technical guidance, quality control, performance testing, joint patent application, patent application support, joint technology development, or requesting cost data for adjusting the delivery unit price.
- When the principal contractor requests the subcontractor's technical data for a technology covered by a technical data deposit agreement, due to the occurrence of a delivery condition specified in the deposit agreement

b. Items to be Included in the Written Request

o The written request for technical data shall include the name and scope of the technical data, the purpose of the request, matters concerning confidentiality*, matters concerning the attribution of rights*, the consideration for the technical data, the date of request, the date of delivery, the method of delivery, and other matters that can prove the legitimacy of the principal contractor's request for technical data.

* Confidentiality Matters: Specify which parts of the technical data are to be kept confidential. Attach any confidentiality agreements mutually executed between the parties.

* Ownership Rights: The current owner of the rights to the technical data requested by the principal contractor, whether a technology transfer agreement exists between the parties, whether the requested technology is jointly developed, and any mutual agreements regarding ownership rights after the technical data is provided.

d. Timing of Written Issuance

o When the principal contractor requests the provision of technical data, it shall, in principle, first consult with the subcontractor to determine the name and scope of the technical data, the purpose of the request, the request date, the delivery date, the delivery method, matters concerning confidentiality, the attribution of rights, and the compensation for the technical data. It shall then issue the written request to the subcontractor without delay.

c. Method of Issuing the Written Request

o The principal contractor shall issue a written request for technical data provision to the subcontractor, signed by the company or its representative (including a certified electronic signature as defined in Article 2, Item 3 of the Electronic Signature Act) or bearing their seal.

o When the principal company requests technical data from the subcontractor in writing, it shall use the standard written request form for technical data (Form 1) specified in the "Guidelines for Reviewing Requests for Technical Data and Misuse" (Fair Trade Commission Regulation No. 115) whenever possible.

※ Appendix 4: Standard Form for Written Request for Technical Data

o The principal contractor may request the provision of technical data through separate contractual documents, such as special agreements, in addition to the above standard form. However, such separate contractual documents must include the items specified in Section 2. na.

o Written documents may be issued by providing electronic records as follows:

- Transmission via telecommunications lines and recording in a file stored on an electronic recording device used by the subcontractor (e.g., email)

- Providing access to the recipient contractor via telecommunication lines and recording in a file stored on an electronic recording device used by the recipient contractor (e.g., web)

- Methods such as providing floppy disks, CD-ROMs, or other electronic records to the subcontractor. c.

Exceptions

o Where written documents are issued in a reasonable manner consistent with the actual subcontracting transaction, as exemplified below, the obligation to issue written documents may be fulfilled in a manner differing from the above-mentioned written document requirements and issuance deadlines.

- For items within the written request for technical data provision that are difficult for the principal contractor and subcontractor to determine in advance, a written document omitting such items may be issued only when there is a justifiable reason.

- * However, even in such cases, the reasons for not specifying the relevant matters and the scheduled date for determining them must be clearly stated. Once the relevant matters are finalized, a written document detailing them must be issued without delay.

- Where frequent requests for technical data are unavoidable due to industry characteristics or transaction realities, the parties may use individual request forms to specify additional details such as the date of request, delivery date, and delivery method, after first setting forth basic terms in a signed or sealed written document. These basic terms include the name and scope of the technical data, the purpose of the request, confidentiality provisions, ownership rights, and compensation.

4. Other Issuance of Documents

a. Issuance of Proof of Receipt for Deliverables, etc. (Subcontracting Act Article 8)

- o Except where there are grounds attributable to the subcontractor, the principal contractor shall issue a certificate of receipt for the subject matter, etc., to the subcontractor upon delivery, handover, or provision of the subject matter, etc. (excluding cases where the supply of services was entrusted).

- o The principal contractor shall issue the receipt certificate to the subcontractor immediately (or immediately upon completion of inspection if a domestic letter of credit has been opened pursuant to Article 7 of the Subcontracting Act), even before inspecting the subject matter.

B. Issuance of Inspection Results for Deliverables, etc. (Subcontracting Act Article 9)

- o The principal contractor shall, after receiving the subject matter, etc., from the subcontractor, conduct necessary inspections to determine the completion of the subject matter, etc., and the scope of the payment obligation, and shall notify the subcontractor of the results in writing.

- o The principal contractor shall, in principle, issue the written inspection results within 10 days from the date of receiving the subject matter, etc., from the subcontractor.

- Here, the date of receipt of the subject matter, etc., includes the date of notification of the completed portion in the case of manufacturing or repair contracts, and means the date of notification from the subcontractor of the completion of the work or the completed portion in the case of construction contracts.

- o However, the principal contractor may notify the inspection results after exceeding 10 days if there are justifiable reasons as exemplified below.

- When the quantity of items subject to inspection is excessive, making inspection within 10 days difficult
 - When the inspection period is lengthy, and a determination regarding pass/fail can only be made after a considerable period has elapsed
 - When there is a clear agreement between the principal contractor and the subcontractor to extend the inspection period, etc.
- o If the principal contractor fails to issue the inspection results in writing to the subcontractor within 10 days of receiving the subject matter without justifiable reason, the subject matter shall be deemed to have passed inspection.

d. Issuance of Contract Amount Change Statement Due to Design Changes, etc. (Subcontracting Act Article 16)

o If the contract amount increases or decreases after entrusting manufacturing or other work due to design changes, price fluctuations, or other economic circumstances, the principal contractor must notify the subcontractor of the reason and details for the increase or decrease received from the client.

- However, this shall not apply if the client directly notifies the subcontractor of the reason and details.

o The principal contractor shall issue the above written notice to the subcontractor within 15 days from the date the contract amount was increased or decreased by the client.

Method of Issuing Written Notification

o The prime contractor shall issue a written document signed (including a certified electronic signature pursuant to Article 2, Item 3 of the Electronic Signature Act) or sealed with the name and seal of the company or its representative to the subcontractor.

o The written document may be issued by providing an electronic record as follows:

- A method of transmitting via telecommunication lines and recording in a file stored on an electronic record device used by the subcontractor (e.g., email).
- Providing access to the recipient business via telecommunications lines and recording the information in files stored on the recipient business's electronic recording device (e.g., via the web)
- Methods such as providing floppy disks, CD-ROMs, or other electronic records to the recipient

IV. Matters concerning the preservation of written documents

o Both the principal contractor and the subcontractor must preserve the documents listed in Section III above and other documents specified in each item of Article 6 (Preservation of Documents), Paragraph 1 of the Enforcement Decree of the Subcontracting Act. The documents to be preserved are as shown in Table 2 below.

<Table 2: Documents Subject to Preservation>

Serial Number	Documents Subject to Preservation	Remarks	
1	Basic Contract (including supplementary/amended contracts)	Subcontracting Act Article 3	No n- Iss ua nc e Wr itte n No tice
2	Subcontracting Agreement Confirmation Document	Article 3, Paragraph 6 of the Subcontracting Act	
3	Reduction Notice	Subcontracting Act Article 11	
4	Request for Provision of Technical Data	Subcontracting Act Article 12-3	
5	Certificate of Receipt of Deliverables, etc.	Article 8 of the Subcontracting Act	
6	Notice of Inspection Results	Subcontracting Act Article 9	
7	Notice of Contract Change Details	Article 16 of the Subcontracting Act	
8	Document containing inspection results of the subject matter, inspection completion date, etc.	Enforcement Decree Article 6 Paragraph 1 Item 2	Ma in De tail s of Su bc ont rac tin g Tra nsa cti on s, etc.
9	Documents stating the payment date, payment amount, and payment method for the subcontract payment (including the date of issuance, amount, and maturity date of the promissory note when settling by promissory note)	Enforcement Decree Article 6 Paragraph 1 Item 3	
10	Documents stating the payment date and amount paid for advance payments and late interest, bill discount fees and late interest, refunds of customs duties, etc., and late interest	Enforcement Decree Article 6 Paragraph 1 Item 4	
11	Where the principal contractor provides the subcontractor with raw materials, etc., necessary for the manufacture, etc., of the subject matter, and deducts the consideration therefor from the subcontract payment, documents stating the contents of such raw materials, etc., the date and amount of deduction, and reason	Enforcement Decree Article 6 Paragraph 1 Item 5	
12	When the subcontracting payment is adjusted due to design changes, etc., the adjustment Document stating the specified amount and reason	Enforcement Decree Article 6 Paragraph 1 Item 6	
13	When a supply contractor applies for adjustment of subcontract payment due to price fluctuations of raw materials, etc., the application details, consultation details, and adjustment amount and reasons for adjustment	Enforcement Decree Article 6 Paragraph 1 Item 7	
14	Documents related to the determination of subcontract payment, such as bid specifications, bid award decision documents, quotations, site explanation documents, and design explanation documents	Enforcement Decree Article 6 Paragraph 1 Item 8	

o Documents required to be preserved must be preserved in original state as they were at the time of issuance, approval, or other use. This also applies to documents created, transmitted, or stored electronically using devices with information processing capabilities, such as computers.

o The principal contractor and the subcontractor shall preserve the above documents for three years from the date the subcontracting transaction between the parties ends. Here, the date the subcontracting transaction ends means the following

date:

- For manufacturing, repair, or service subcontracting involving the creation of knowledge or information deliverables: The date the subcontractor delivered or handed over the item entrusted by
- Service Entrustment: The date the principal contractor completed the service supply entrusted to the subcontractor
- Construction Contract: The date the contracted construction work is completed
- In cases where a subcontracting agreement is terminated mid-term or transactions are suspended: The date of termination or suspension

VI. Criteria for Determining Implementation and Operation of Practices

o The principal contractor's implementation and operation of the practice items shall be deemed to have been implemented and operated if all of the following conditions are continuously met for the preceding one year.

1. The content of the practice items is reflected in regulations related to subcontracting operations (company rules, operational guidelines).
2. The standard form (or equivalent written form) is adopted when issuing written documents such as contracts to the subcontractor
3. The management ledger for documents that must be issued or retained for suppliers must be in use.

Supplementary Provisions (July 1, 2017)

This regulation shall take effect from July 1, 2017.

Supplementary Provisions (October 17, 2022)

These regulations shall take effect from October 17, 2022.

[Appendix 1]

Request for Confirmation of Entrusted Work Details

1. Principal Contractor and Subcontractor							
Principal Contractor (Recipient)	Business Name *			Corporate Registration Number or Business Registration Number			
	Representative's Name			Phone Number			
	Address *						
Contractor (Sender)	Business Name *			Corporate Registration Number or Business Registration Number			
	Representative's Name			Phone Number			
	Address *						
	Contact Person	Name		Affiliation		Phone Number	
2. Date and time of entrustment, person in charge who instructed the work							
Date of Assignment *		Person in Charge Who Instructed the Work	Name		Affiliation	Position	
3. Scope of Entrustment (Attach supporting documents if available)							
1) Subject Matter *	Details of the entrusted work, etc.						
2) Subcontracting Fee *	Amount, payment method, payment date, etc.						
3) Delivery of the Subject Matter	Timing and location, etc.						

The appendix (*) contains provisions stipulated in the enforcement decree

4) Inspection of the subject matter	Inspection method and timing, etc.
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5) Adjustment of Subcontracting Fees	Requirements, methods, and procedures for payment adjustments due to raw material price increases, etc.
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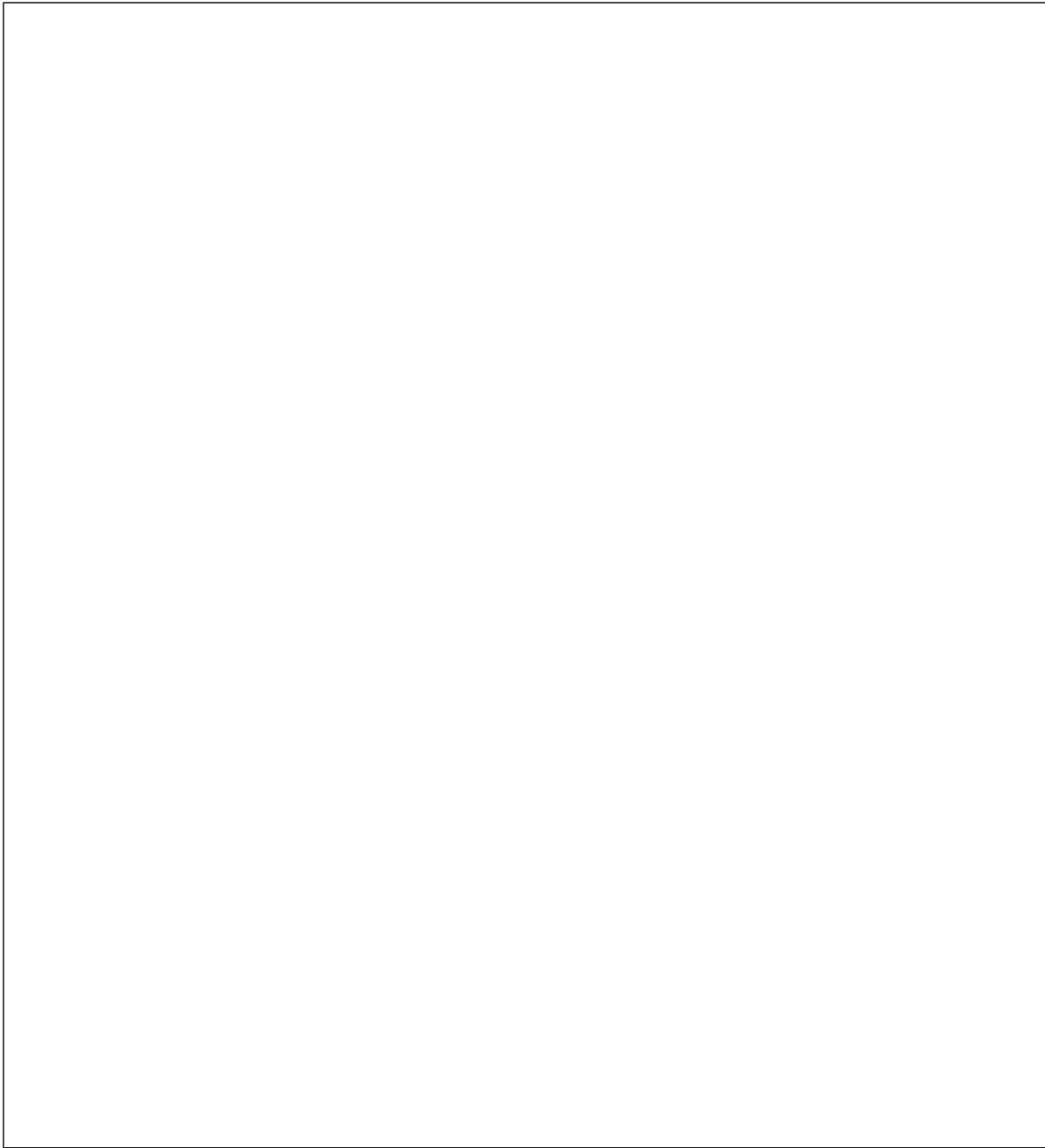
6) Other Matters	When the principal contractor provides raw materials, etc., the name, quantity, date of provision, price, payment method, and payment due date of such raw materials, etc.
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<p>We request confirmation of the above entrusted matters. If no response is provided within 15 days of this confirmation request, Pursuant to Article 3, Paragraphs 5 through 8 of the Fair Subcontracting Transactions Act, we hereby notify you that the establishment of the contract is presumed as requested in the confirmation.</p> <p style="text-align: center;">Year Month Day</p> <p style="text-align: right;">Business Name _____ Representative _____ (Seal)</p>	
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[Appendix 2]

Response to Request for Confirmation of Entrustment Details

1. Principal Contractor and Subcontractor							
Contractor (Recipient)	Business Name			Corporate Registration Number or Business Registration Number			
	Representative's Name			Phone Number			
	Address						
Original Business Owner (Sender)	Business Name			Corporate Registration Number or Business Registration Number			
	Representative's Name			Phone Number			
	Address						
	Contact Person	Name		Affiliation		Phone Number	
2. Items Requested for Verification by the Recipient							
Date of Entrustment							
Scope of Entrustment	Subject matter, subcontract payment, delivery of subject matter, inspection, payment adjustment, etc.						
3. Response to Request for Confirmation of Entrustment Details							



We hereby respond to your request for confirmation of the entrusted details as stated above.

Year Month Day

Business Name _____ Representative _____ (Seal)

Subcontract Payment Reduction Notice

1. Principal Contractor and Subcontractor							
Principal Contractor	Business Name				Corporate Registration Number or Business Registration Number		
	Representative's Name				Phone Number		
	Address						
	Contact Person	Name		Affiliation		Phone Number	
Contractor	Business Name				Corporate Registration Number or Business Registration Number		
	Representative's Name				Phone Number		
	Address						
	Contact Person	Name		Affiliation		Phone Number	
2. Reduction Details (Attach supporting documents if available)							
1) Reason for Reduction		State if there is a valid reason for reducing the subcontract payment					
2) Reduction Criteria		Criteria applied to calculate the amount of the payment reduction					
3) Quantity of the subject matter subject to reduction		The specific quantity of the entrusted items subject to reduction					

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4) Amount of Reduction	Final reduction amount calculated based on reduction criteria and the volume subject to reduction
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5) Reduction methods such as deductions	Actual reduction methods, such as deductions from advance payments or progress payments
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6) Other matters	Other matters proving the legitimacy of the principal contractor's reduction
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We confirm that the subcontract payment is reduced as stated in the above written items.

Year Month Day

Business Name _____ Representative _____ (Seal)

Technical Data Request Form

1. Principal Contractor and Subcontractor								
Principal Contractor	Business Name				Corporate Registration Number or Business Registration Number			
	Representative's Name				Phone Number			
	Address							
	Contact Person	Name			Affiliation			Phone Number
Contractor	Business Name				Corporate Registration Number or Business Registration Number			
	Representative's Name				Phone Number			
	Address							
	Contact Person	Name			Affiliation			Phone Number
2. Technical Data Requests (Attach supporting documents if available)								
1) Details of Technical Data		Specify the name, scope, and other specific details of the requested technical information/data (attach supporting documents for technical data, such as patent registration certificates)						
2) Purpose of Request*		State the legitimate reason why the principal contractor is requesting the technical data						
3) Confidentiality Matters*		(i) Attach any confidentiality agreements concluded between the parties, (ii) Specify in detail which parts of the technical data are to be kept confidential						

4) Rights Attribution Relationship	(i) Current owner of rights to the technical data requested by the Principal Contractor, (ii) Whether a technology transfer agreement exists between the parties, (iii) Whether the requested technology is jointly developed, (iv) Mutual agreements regarding rights attribution after the technical data is provided, etc.
5) Consideration	Specific details regarding compensation for providing the technical data
6) Delivery Date and Method	The delivery date of the relevant technical data and the specific delivery method, etc.
6) Other Matters	Whether a technical data deposit agreement has been concluded, and any other matters mutually agreed upon between the principal contractor and the subcontractor when technical data is requested

Principal Contractor ○○○ and Subcontractor ○○○ agree that upon the Principal Contractor's request for technical data, the above matters shall be mutually discussed and confirmed.

and confirm that the above matters are mutually agreed upon. This written document, containing the above matters, is hereby provided to the Principal Contractor to request the Subcontractor to provide the △△△ technical

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Principal Contractor Name _____ Representative _____ (Seal)

Subcontractor Name _____ Representative _____

(Seal)