

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.

South Korea permits natively electronic documents through the Act on Electronic Documents and Transactions and the related Enforcement Decree. According to the Act, electronic documents cannot be denied legal effect solely because they are in electronic form, unless it is expressly prohibited in other Acts.

Therefore, HR-related documents (e.g. employment contracts, letters of intent, etc.) can be created directly in electronic form, without need for a paper original.



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