

THE CONTRACT PROCESS

Relevant Ken Adams blog posts (plus some articles)

1. **Who Does What?**
 - (a) What part of the contract process, if any, requires a lawyer?
 - (1) <http://www.adamsdrafting.com/what-part-of-the-contract-process-if-any-requires-a-lawyer/>
 - (2) <http://www.adamsdrafting.com/businesspeople-as-drafters-and-reviewers/>
 - (b) Comparing lawyers and contract managers
 - (1) <http://www.adamsdrafting.com/lawyers-and-contract-management-personnel/>
 - (2) <http://www.adamsdrafting.com/lawyer-and-contract-manager-compare-and-contrast/>
2. **Training**
 - (a) Distinguished from mentoring
 - (1) <http://www.adamsdrafting.com/you-say-mentoring-i-say-training/>
3. **Establishing the Terms**
 - (a) Listen; take notes; double-check
 - (b) Prepare an outline
4. **Copying from Contracts**
 - (a) Issues related to copying
 - (1) <http://www.adamsdrafting.com/the-role-of-trust-in-contract-drafting/>
 - (2) <http://www.adamsdrafting.com/contract-drafting-and-plagiarism/>
 - (3) <http://www.adamsdrafting.com/wp/wp-content/uploads/2013/03/Copyright-NYLJ-8.23.06.pdf>
 - (b) Searching EDGAR
 - (1) <http://www.adamsdrafting.com/retrieving-and-using-contracts-filed-with-the-sec/>
 - (c) Using computer-assisted legal research
 - (1) <http://www.adamsdrafting.com/computer-assisted-legal-research-and-the-contract-drafter/>

- (d) Free online forms
 - (1) <http://www.adamsdrafting.com/free-at-all-cost-a-response-to-bill-carleton/>
 - (2) <http://www.adamsdrafting.com/you-get-what-you-pay-for-part-27/>
 - (3) <http://www.adamsdrafting.com/dubious-document-assembly-dla-pipers-document-factory/>
 - (4) <http://www.adamsdrafting.com/free-online-forms/>
 - (5) <http://www.adamsdrafting.com/docstoc/>
- (e) Other sources of templates
 - (1) <http://www.adamsdrafting.com/bar-associations-as-a-source-of-template-contracts/>
 - (2) <http://www.adamsdrafting.com/rocket-lawyer-contract-automation-fail/>

5. **Template Contracts**

- (a) Drafting by committee
 - (1) <http://www.adamsdrafting.com/drafting-by-committee/>
- (b) Fixing and maintaining template contracts
 - (1) <http://www.adamsdrafting.com/how-to-fix-your-templates-a-heart-to-heart-conversation/>
 - (2) <http://www.adamsdrafting.com/if-you-dont-maintain-template-contracts-theyre-doomed-to-fail/>
- (c) Having a law firm draft your templates
 - (1) <http://www.adamsdrafting.com/encouraging-outside-counsel-to-improve-their-contract-drafting/>
 - (2) <http://www.adamsdrafting.com/having-a-law-firm-redraft-your-templates/>
- (d) Law-firm template initiatives
 - (1) <http://www.adamsdrafting.com/law-firms-maintaining-template-contracts/>
 - (2) <http://www.adamsdrafting.com/its-possible-to-change-how-a-law-firm-drafts-contracts/>
 - (3) <http://www.adamsdrafting.com/wp/wp-content/uploads/2014/01/NYLJ-New-Assoc-Future-of-Contract-Drafting-Directors-Cut.pdf>
 - (4) <http://www.adamsdrafting.com/problem-with-law-firm-template-initiatives/>
- (e) Practice-support lawyers

- (1) <http://www.adamsdrafting.com/the-practice-support-lawyer-an-endangered-species/>

6. **Analyzing Precedent**

(a) Using contract-analysis technology

- (1) <http://www.adamsdrafting.com/some-thoughts-on-the-accs-contract-advisor/>
- (2) <http://www.adamsdrafting.com/greenline-legal/>
- (3) <http://www.adamsdrafting.com/yet-more-about-garbage-in-garbage-out/>
- (4) <http://www.adamsdrafting.com/more-about-garbage-in-garbage-out/>
- (5) <http://www.adamsdrafting.com/kiiac-q-and-a/>

7. **Drafting**

(a) Which side gets to draft?

- (1) <http://www.adamsdrafting.com/in-commercial-transactions-which-side-gets-to-draft/>

(b) Issue-spotting

- (1) <http://www.adamsdrafting.com/in-spotting-issues-a-miss-can-be-as-good-as-a-mile/>
- (2) <http://www.adamsdrafting.com/working-through-the-what-ifs/>
- (3) <http://www.adamsdrafting.com/issue-spotting/>
- (4) <http://www.adamsdrafting.com/covering-the-bases/>

(c) Risks of revising Word templates

- (1) <http://www.adamsdrafting.com/the-perils-of-revising-word-templates/>

(d) Revising contracts to reflect changed circumstances

- (1) <http://www.adamsdrafting.com/reflect-changed-circumstance/>

(e) Ethics

- (1) <http://www.adamsdrafting.com/new-article-on-the-ethics-of-contract-drafting/>
- (2) <http://www.adamsdrafting.com/gamesmanship-in-contract-drafting/>

(f) Collaboration

- (1) <http://www.adamsdrafting.com/rigorous-crowdsourced-contracts-it-aint-happening/>
- (2) <http://www.adamsdrafting.com/open-source-law-and-contract-drafting/>

- (3) <http://www.adamsdrafting.com/real-time-document-collaboration/>
- (4) <http://www.adamsdrafting.com/wp/wp-content/uploads/2014/01/NYLJ-Wiki-Article-021507.pdf>
- (g) Outsourcing
 - (1) <http://www.adamsdrafting.com/integreons-disruption-free-collaboration-with-seyfarth-shaw/>
 - (2) <http://www.adamsdrafting.com/revisiting-the-outsourcing-of-law-firm-contract-drafting/>
 - (3) <http://adamsdrafting.com/downloads/NYLJ-Sending-Contracts-Offshore-4.19.07.pdf>
- (h) “Good enough” and contract drafting
 - (1) <http://www.adamsdrafting.com/good-enough-and-contract-drafting/>
- (i) File-naming etiquette
 - (1) <http://www.adamsdrafting.com/file-naming-etiquette/>
- (j) Use of code names
 - (1) <http://www.adamsdrafting.com/use-of-code-names-in-contract-draftin/>
- (k) Hyperlinking within a contract
 - (1) <http://www.adamsdrafting.com/using-hyperlinks-within-a-contract/>

8. **Document Assembly**

- (a) General
 - (1) <http://www.adamsdrafting.com/distinguishing-commoditization-from-standardization/>
- (b) Uses
 - (1) <http://www.adamsdrafting.com/more-on-commoditizing-ma-drafting/>
 - (2) <http://www.adamsdrafting.com/commoditizing-ma-drafting-does-biglaw-have-the-stomach-for-it/>
 - (3) <http://www.adamsdrafting.com/laserpro/>
 - (4) <http://www.adamsdrafting.com/wsgr-term-sheet-generator/>
 - (5) <http://www.adamsdrafting.com/aia-advertisement/>

9. **Proofreading**

- (a) Proofreading tips

- (1) <http://www.adamsdrafting.com/proofreading-tips/>
- (b) Technology
 - (1) <http://www.adamsdrafting.com/deal-proof/>
 - (2) <http://www.adamsdrafting.com/lexicon/>
- 10. ***Circulating the Draft Internally***
 - (a) Getting litigator input
 - (1) <http://www.adamsdrafting.com/getting-litigator-input-when-drafting-contracts/>
- 11. ***Circulating the Draft to the Client***
- 12. ***Circulating the Draft to the Other Side***
 - (a) Watch out for metadata
 - (1) <http://www.adamsdrafting.com/avoiding-track-changes-and-metadata-embarrassment/>
 - (2) <http://www.adamsdrafting.com/watch-out-for-metadata/>
 - (b) Adding a copyright notices
 - (1) <http://www.adamsdrafting.com/should-you-include-a-copyright-notice-in-your-contracts/>
 - (c) Locking the draft
 - (1) <http://www.adamsdrafting.com/locking-a-draft-contract/>
 - (d) Discouraging counterproductive comments
 - (1) <http://www.adamsdrafting.com/a-real-world-example-of-a-preempt-the-traditionalists-cover-note/>
 - (2) <http://www.adamsdrafting.com/preempting-pushback-from-traditionalists/>
 - (3) <http://www.adamsdrafting.com/forestalling-objections-from-traditionalists/>
 - (4) <http://www.adamsdrafting.com/change-mscd-compliant-language/>
- 13. ***Reviewing—If You’re Not the One Drafting***
 - (a) Reading the contract closely
 - (1) <http://www.adamsdrafting.com/you-have-to-read-the-contract/>
 - (b) Limiting your comments to deal points

- (1) <http://www.adamsdrafting.com/making-changes-to-the-other-sides-legalese-filled-draft/>
- (c) Document-comparison etiquette
 - (1) <http://www.adamsdrafting.com/document-comparison-etiquette/>
- 14. **Negotiation**
 - (a) The connection between contract drafting and negotiation
 - (1) <http://www.adamsdrafting.com/the-connection-between-contract-drafting-and-negotiation/>
 - (b) The risks of revising drafts by adding extra language rather than changing existing language
 - (1) <http://www.adamsdrafting.com/wp/wp-content/uploads/2014/01/nylj-cerberus-021908.pdf>
- 15. **Getting the Contract Signed**
 - (a) You don't have a deal until the contract is signed
 - (1) <http://www.adamsdrafting.com/saying-you-have-a-deal/>
 - (b) The order in which the parties sign
 - (1) <http://www.adamsdrafting.com/last-to-sign-a-contract/>
 - (c) Making signature copies single-sided or double-sided
 - (1) <http://www.adamsdrafting.com/single-sided-double-sided/>
 - (d) Don't make unilateral changes after the contract is signed
 - (1) <http://www.adamsdrafting.com/unilaterally-fixing-a-signed-contract-is-a-bad-idea/>
 - (2) <http://www.adamsdrafting.com/revising-contract-after-signed/>
 - (e) Signature automation
 - (1) <http://www.adamsdrafting.com/signature-automation-a-dispatch-from-the-front-lines/>
 - (2) <http://www.adamsdrafting.com/different-ways-of-signing/>
- 16. **Archiving**
 - (a) Retaining drafts
 - (1) <http://www.adamsdrafting.com/should-you-retain-drafts-of-contracts/>

17. **Monitoring Performance**

(a) Contract lifecycle management

(1) <http://www.adamsdrafting.com/q-and-a-with-rush-nigut-of-notifyworks/>

(2) <http://www.adamsdrafting.com/symfact-q-and-a/>

(3) <http://www.adamsdrafting.com/qa-ashif-mawji/>