

Current trends in Contract Analytics and Design

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IACCM Research and Analytics

- [Capability Maturity Analysis](#)
- [Skills & Competency Analysis Tools](#)
- [Contract Design and Simplification](#)
- [Contract Benchmark Assessment](#)



Capability Maturity Analysis

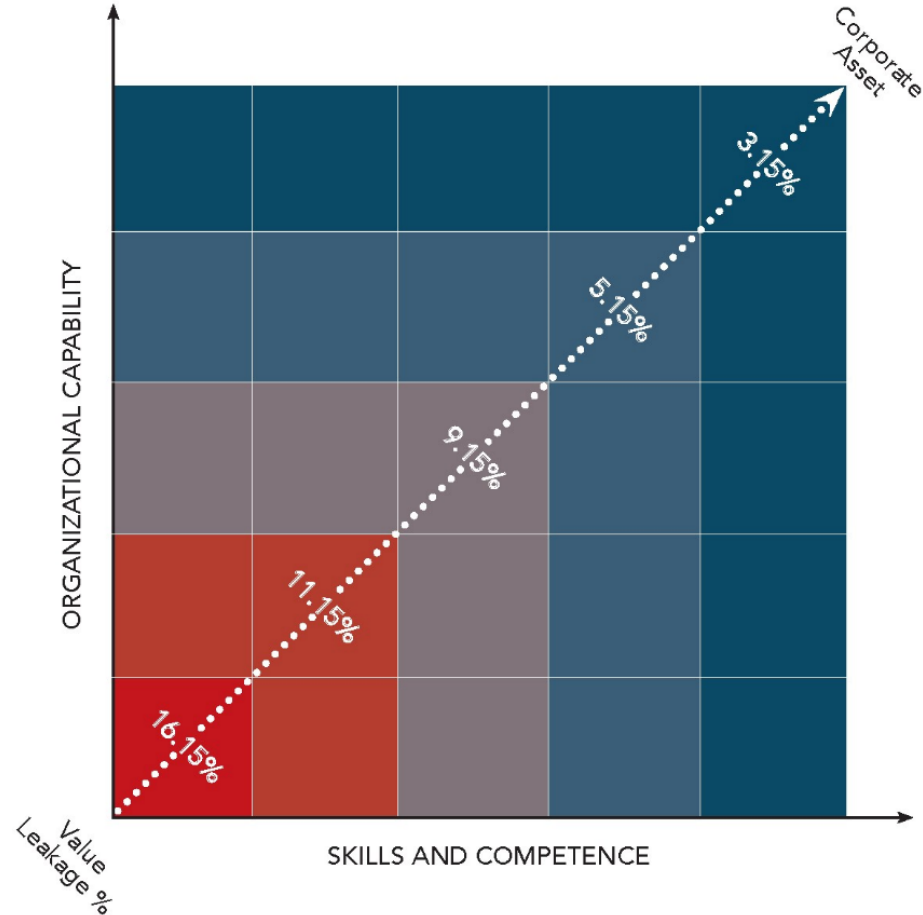
The Transformation Agenda

Through its research, training, assessment and advisory services, IACCM assists its members by identifying:

- Their current leakage rating
- The leakage rating across a comparative group
- The path for improvement

IACCM supports organizations to implement their transformation agenda:

- Contract and Relationship
- Process
- Analytical Tools
- Measures
- Personnel
- Organizational Design

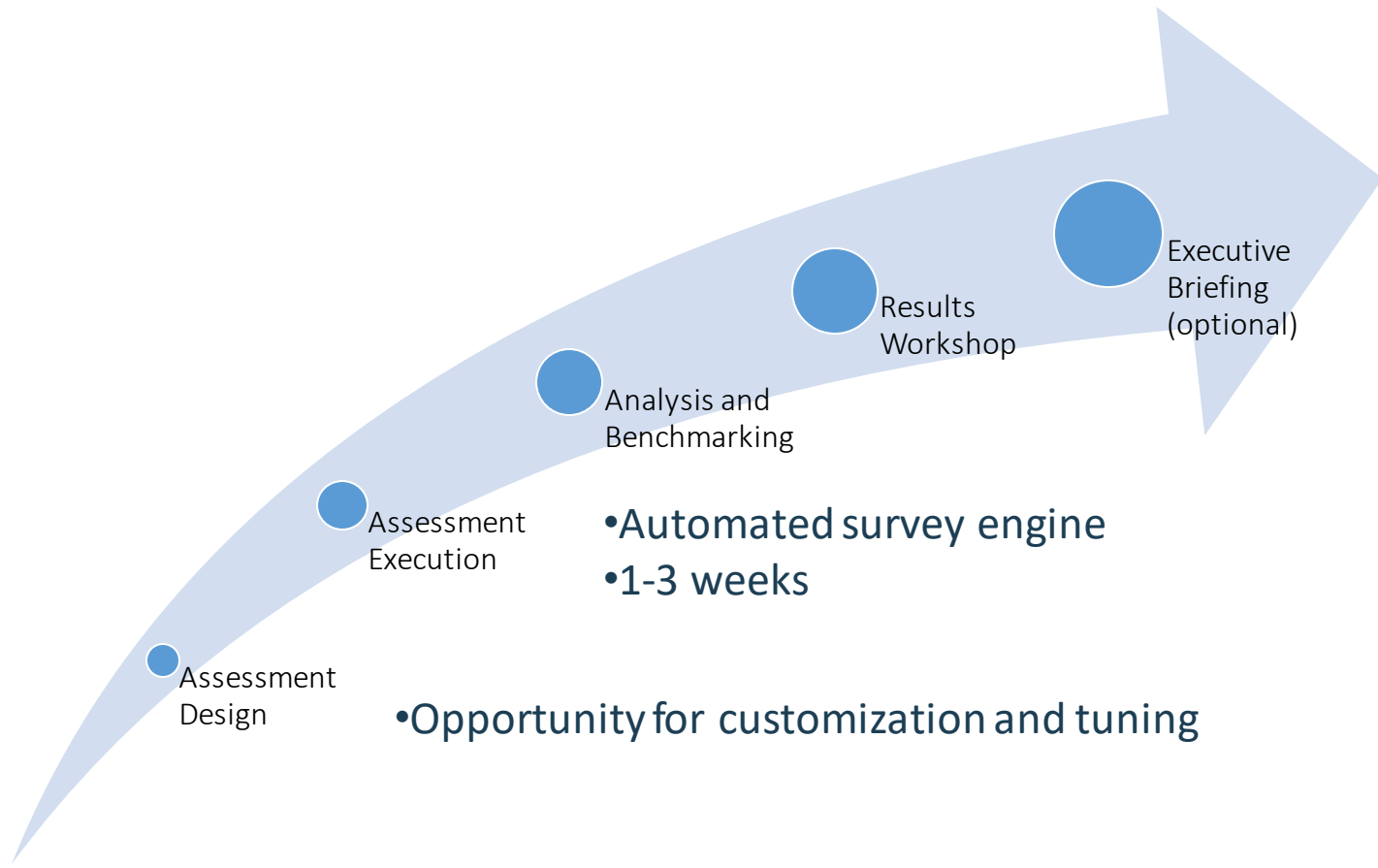




9 Criteria of engagement

- **Leadership** – Executive exposure to the concept of commitment management.
- **Customer Vendor Experience** – Plan and track business relationships.
- **Execution & Delivery** – Strong focused on results metrics only.
- **Solution Requirements Management** – Management & segmentation of product/service categories.
- **Financial** – Link T&Cs to price and cost analysis, as part of strategic review.
- **Information Systems / Knowledge Management** – use of automation to capture and manage contract and relationship performance.
- **Risk Management** – implementation of risk management and its impact on business practices.
- **Strategy** – Policy formation for robust, systemized mapping of strategic and operational goals.
- **People Development** – Closing skills gaps and development of team members as trusted advisors.

5 steps in the process ..



- Automated survey engine
- 1-3 weeks

•Opportunity for customization and tuning

Analysis and Benchmarking – Summary (sample only)

	"Client" (n=304)	IACCM Benchmark
Average for Leadership	3.6	2.8
Average for Customer / Vendor Experience	3.4	3.0
Average for Execution and Delivery	3.6	2.9
Average for Solution Requirements Management	3.3	2.8
Average for Financial	3.3	2.7
Average for Info Systems/KM	2.3	2.3
Average for Risk Management	3.1	3.1
Average for Strategy	2.9	2.7
Average for People Development	3.3	2.9

"Client" average score 3.2 (64%)
 Benchmark average 2.8 (56%)
 Top quartile average 3.5 (69%)

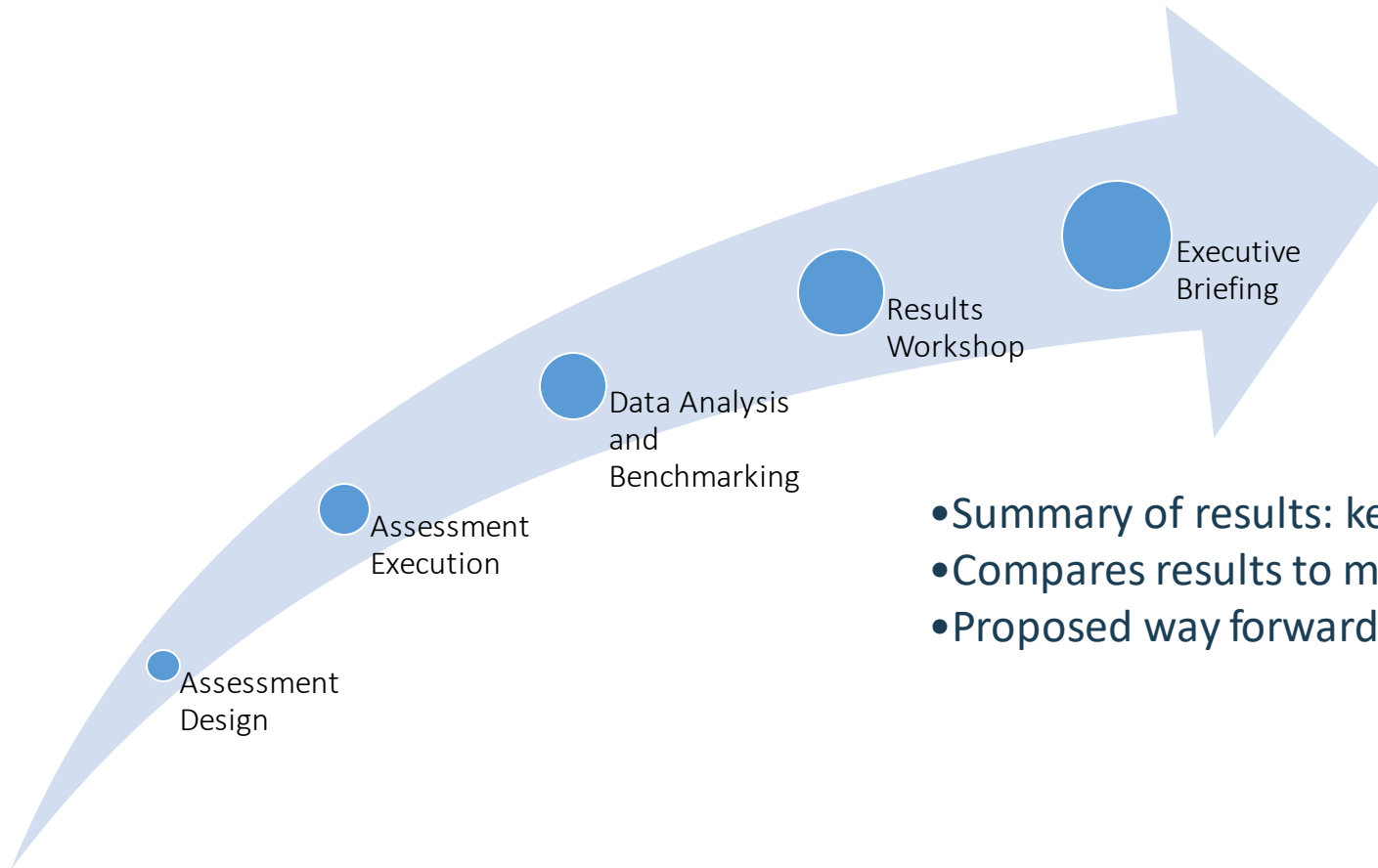


Analysis and Benchmarking – Leadership (sample only)

	"Client" (n=304)	IACCM Benchmark	Customer facing (n=105)	Procurement/Subcontracting/Sourcing (n=34)	Both Customer facing and Procurement/Subcontracting/Sourcing (n=165)	"Client" Global Defense (n=143)	"Client" Mission Solutions (n=16)	"Client" Transportation Systems (n=130)
There is clarity over who owns the contract management process and is accountable for its quality	3.81	3.15	3.99	3.42	3.77	4.06	3.94	3.61
Senior Executives perceive contract management as a key element in achieving strategic goals and this is reflected in their support for the function	3.76	2.69	3.86	3.60	3.73	3.85	4.13	3.66
Senior Executives request and review contract management metrics for major relationships and for the overall contracts portfolio and process	3.39	2.65	3.55	3.22	3.32	3.55	3.64	3.23
Contract Management data informs and shapes Senior Executive engagements with customers and suppliers	3.44	2.82	3.55	3.46	3.36	3.54	3.87	3.31
At Business Unit Executive Leadership level Contract Management is viewed as a key competence and reviewed accordingly	3.68	3.00	3.86	3.50	3.61	3.89	3.67	3.50
Average for Leadership	3.6	2.8	3.7	3.4	3.5	3.8	3.9	3.5

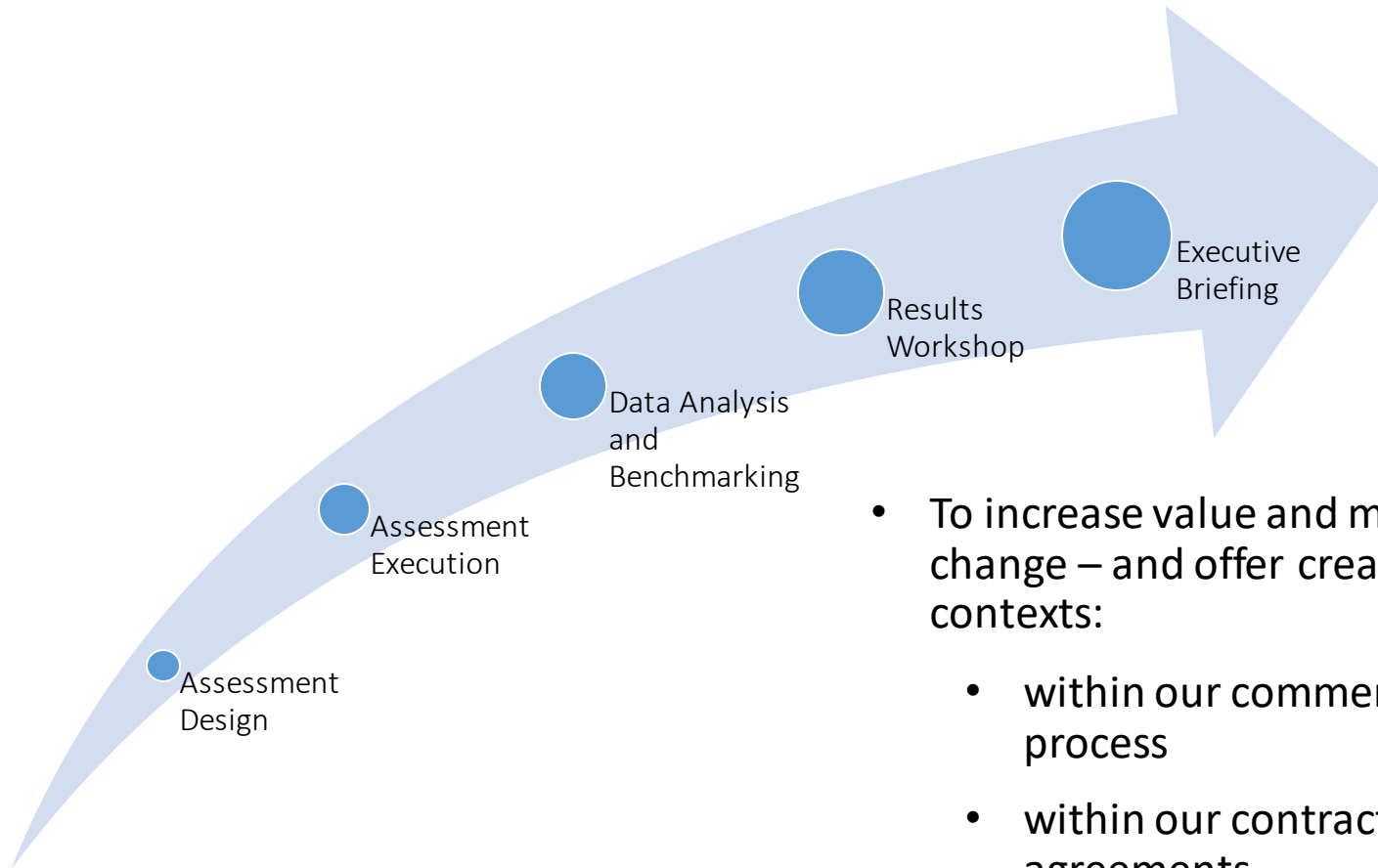


5 steps in the process ..



- Summary of results: key points
- Compares results to market standards
- Proposed way forward

5 steps in the process ..



- To increase value and maturity, we consider change – and offer creative ideas – in three contexts:
 - within our commercial policies and process
 - within our contract templates and agreements
 - within our organization and its capabilities
- Focus on agreed initiatives to raise capability

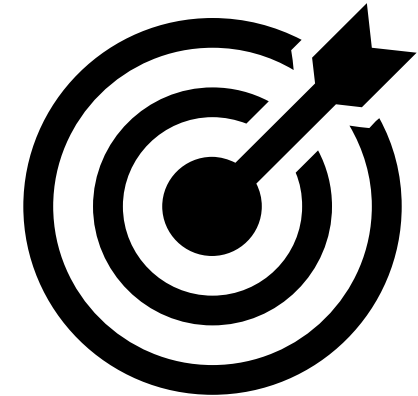
Skills and Competency Analysis Tools (SAT)

Overview

The IACCM skills & competency analysis tool (SAT) is the bedrock of any professional development program geared to building commercial acumen and supports organizational initiatives designed to foster commercial excellence.

What it does:

1. SAT paints a picture of the type and strength of existing competencies of an individual, team or function; and benchmarks results against industry norms;
2. SAT enables individuals and organizations to develop targeted and cost-effective plans to increase commercial acumen (e.g., training programs to fill competency gaps); and
3. SAT enables individuals and organizations to track growth and demonstrate ROI.

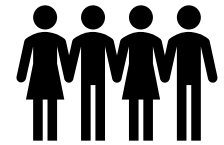


If you don't know where you
are going, any road will get
you there.

- Lewis Carroll

About the IACCM Skills & Competency Analysis

- Through continuous monitoring and industry consultation, IACCM has defined skills and knowledge which together support commercial excellence
- IACCM offers a confidential and objective analysis of current performance and compares results against industry norms and world-class standards
- Over **15,000** individuals world wide have participated in an IACCM learning programs on contract and commercial management, and have completed the online IACCM Skills Assessment as a prerequisite to their training
- IACCM's online skills assessment tool provides a **benchmarked gap analysis** to underpin competency development at individual, team or functional level





The 45 individual skill and knowledge criteria are grouped under three categories:

- **Business Acumen**
- **Technical**
- **Personal/Interpersonal Skills**

There are also 24 background & experience criteria grouped under four categories:

- **General Experience**
- **Contracts Experience**
- **Education & Training**
- **Professional Contribution**

What makes the IACCM Skills & Competency Analysis Tool Unique:

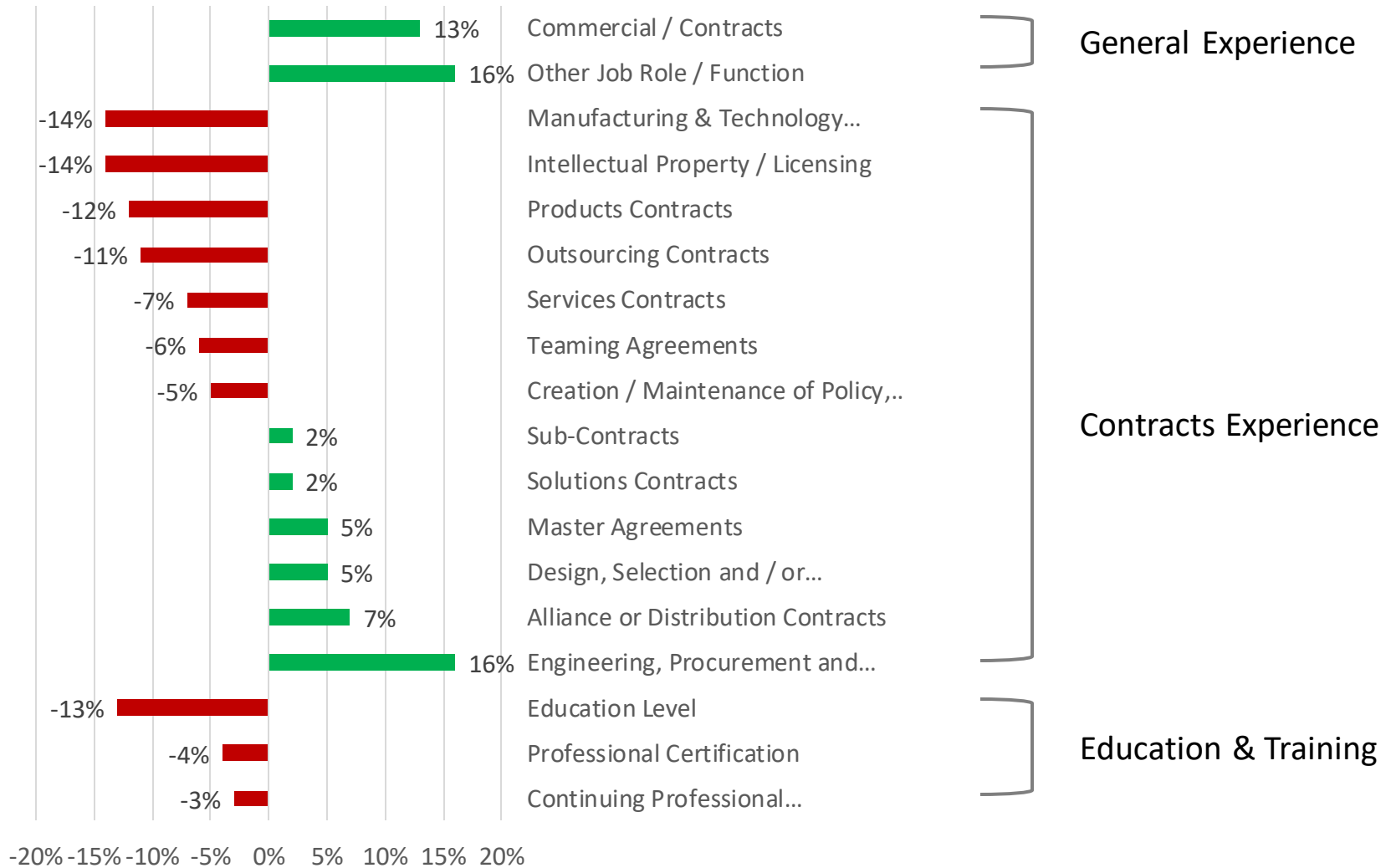
- Individuals are able to highlight their individual experience and skill sets to support their rating. Reviewers are assigned to each Assessment (internal reviewers or IACCM experts) to validate information provided for each criteria.
- IACCM can generate team reports collating individual assessments to benchmark against averages within a particular industry, level, etc.
- SAT can be updated after completion of training programs, or annually, to track progress and professional growth.
- Criteria in the SAT can be customized.



Self assessment scoring – level 0 to 4

- Level 0** I have been involved in this subject, and have supported or assist the process, understand the concept, but have little direct experience in applying. I have an awareness of this area
- Level 1** I have led on simple examples of this competency, with direction and guidance perhaps as a subset of a bigger project/subject area, the outcomes appear to have been successful, though I typically lack data on actual outcome or possible alternative results. I understand the role and the value of this
- Level 2** I lead relatively complex examples of this competency, have significant personal authority in this area and can describe a wide range of successful implementations. I can describe techniques I have used that have led to better than expected results. I take individual responsibility and develop specialist knowledge in this area
- Level 3** Senior management and colleagues view me as a highly effective and successful at this competency. I lead on complex examples, with relative autonomy, I can illustrate by describing how my understanding of this competency resulted in quantifiable business advantage and expansion of value. I regularly guide others in their planning and execution of this competency area. I am accountable for this area in the team and have expert knowledge
- Level 4** I am an expert, in this area, sought out by executive management to lead complex examples of this competency of strategic significance to the organizations I support. I regularly mentor and / or teach others in the tools and techniques of this competency. I lead and influence this role. I champion the function. I sponsor and coach. I lead as a trusted business advisor.

Example of Team Report Slide for Background & Experience



Contract Simplification and Design



Contract Simplification and Design

- People and companies want to buy from businesses that make it simple and easy and sellers want to close deals fast. Contract documents affect:
 - the perception of being easy to work with and
 - the speed it takes to execute a contract.

were not known about when making the tender and that the service provider can demonstrate grounds for the price change. Accordingly the price of the service shall change from the date when the above-mentioned changes come into force. The service provider shall also have the above-mentioned right when the price is fixed.

7. If the price is not fixed, the service provider shall have the right during the contract period to adjust the price corresponding to the general cost trend of the service. The service provider must deliver a price adjustment notification in writing at least two (2) months before the price adjustment comes into force. The service provider must present to the customer an appropriate explanation of the cost trend and the reasons for the price adjustment. If no unanimity is reached on the price adjustment, the customer shall have the right to give notice of terminating the contract from the time that the price adjustment comes into force. The giving of notice must be made in writing before the new prices come into force. If the customer does not give notice of terminating the contract, the contract shall continue using the new prices notified by the service provider or other prices agreed together by the contracting partners in price adjustment negotiations.
8. If the price is not fixed, the customer shall have the right during the contract period to propose a price adjustment corresponding to the general cost trend of the supplies. If no unanimity is reached on the price adjustment and the customer considers that it cannot continue the contract under the prevailing prices, the customer shall have the right to terminate the contract with a notice period of two (2) months. Notice of termination must be made in writing. If the customer does not give notice of terminating the contract, the contract shall continue using the prices prevailing before the price adjustment proposal or using other prices agreed together by the contracting partners in price adjustment negotiations after the price adjustment proposal.
9. If not otherwise agreed, the contracting parties may propose price adjustments in the ways described in Paragraphs 10.7 and 10.8 at the earliest twelve (12) months after the contract came into force and at intervals of not less than twelve (12) months.
10. In the event of the customer giving notice of terminating the contract on the grounds presented in this section, the service provider shall be obliged if the customer so wishes to deliver the supplies at the prevailing prices, if the notice of termination has been made on the basis of Paragraph 10.8, or according to the prices notified by the service provider in the price adjustment notification, if the notice of termination has been made on the basis of Paragraph 10.7, until the time notified by the customer, however at most six (6) months from the ending of the contract.

Familiar?



all contracts look and feel the same,
even though they are
addressed to different users,
with different needs & skills,
and are produced by different organizations
to regulate a variety of different transactions
with different goals

From contract drafting to contract design



- **Drafting: focus on legal needs and language.**
Contracts and guidance easily become **overwritten** and **over lawyered**: their **legal functionality** (in a dispute) is prioritized over **business functionality** (in everyday use.)
- **Design: focus on human and business needs, and on communication.**
Contracts and guidance need to be **human-friendly** and **business-friendly**, not just legal-friendly. They need to be easy to **make**, **use**, and **act upon**.

Shell Marine Lubricants T&Cs

BEFORE

Design: Rob Waller

Source:

<https://www.shell.com/business-customers/marine/contact-shell-marine/lubricants.html>

OPERATING STANDARDS FOR THE SALE OF SHELL LUBRICANTS

At Shell we are committed to providing you with the best possible service. We offer a variety of ways to fulfill your requirements and interact with you in whichever way you prefer, whether this is in person, by email, or via one of our automated systems. Our aim is to make it easy for you to do business with Shell.

PLACING ORDERS
Buyer may submit orders through touch-less applications as "SHELL eSERVE", at: www.shell.com/eserve, or, where these are not available, through the Shell Customer Service Centre ("CSC") via email: [53], phone [74] or fax [75], and also available at: <http://www.shell.com/global/aboutshell/contact-us.html>. Buyer can place orders through the CSC (Monday to Friday, 08:00 to 17:30 (excl. national holidays)) [54] by quoting their account number [76]. Any questions or additional support requests will have to be addressed to: [52].

CHANGING OR CANCELLING ORDERS
Buyer can amend or cancel orders on the same day that the orders are placed, by contacting the CSC before the prescribed cut off time, (Monday – Friday: 1:00 PM) [56]. Amendments made after cut off time may result in the need to cancel the earlier order and place a new order with a new standard lead time, which will start from the following working day. Shell will use reasonable endeavours to meet those orders, but shall retain the right to cancel the order and/or any order amendment, by providing notice to the Buyer. Surcharges as included in Table A will apply for cancellations received after a Product has been loaded onto the delivery vehicle.

URGENT ORDERS
Shell offers an urgent order service for deliveries that are required earlier than the standard lead time, as included in Table B. All urgent orders must be made by telephone only to the Customer Service Centre. Urgent orders are subject to availability of Product and delivering capacity. A surcharge as included in Table A will apply for this service, for both packed and bulk Products.

MINIMUM ORDER QUANTITIES AND SURCHARGES
Minimum order quantity can be found in Table A and will be based on the smallest stock keeping unit for packed and on the smallest amount of bulk to be delivered. The small order quantity can be found in Table A and will be based on the bulk volume or weight of the entire order. For orders below a small order quantity threshold a surcharge will apply. If the order is a combination of packed and bulk products, the volume or weight will be calculated by packed and bulk independently to determine whether the surcharge will be applied. No surcharge will be applied if Shell is at fault. At the time of the Agreement, the surcharges in Table A shall apply but may be amended by Shell from time to time.


DELIVERIES
For all deliveries, accepted orders for Product shall be delivered in the mode indicated in the Commercial Terms agreed between Buyer and Shell.

DELIVERY LEAD TIMES
To optimise our manufacturing and scheduling operations, orders are delivered within a lead time. Deliveries will be made during an agreed window and are specified in Table B.

EX RACK SALES <CUSTOMER PICK-UP ONLY>
Any damages arising from the defective condition of the containers or of their measuring devices, from inaccurate or insufficient information provided by the Buyer, or from contamination and/or commingling, shall not be compensated for by Shell. Any measures initiated by Shell shall not be construed as an acknowledgment of an obligation to pay damages. The Buyer shall be liable for any damages sustained by Shell's loading equipment and caused by Buyer's containers or means of transportation.

DELIVERY BY ROAD VEHICLE BY SHELL < DELIVERY BY SHELL ONLY >
In the case of delivery by or on behalf of Shell, deliveries shall be made by road vehicle to the delivery points listed in the Commercial Terms. Product shall be delivered to Buyer or procured to be delivered within the lead time specified in the order confirmation. The lead time described at Table B should be considered as purely indicative and not binding for Shell. Buyer shall notify Shell as soon as possible and at least within [15 days], of any changes in opening hours of the delivery location at its site which may affect the delivery. Shell has right to refuse to make deliveries at the changed hours if such changes cause any scheduling conflicts for Shell.

Shell will provide its road tank vehicles with 13.5 metres of hose for the purposes of bulk discharge. Any special delivery arrangement will be subject to Shell's acceptance and will be provided at an additional charge.

 Shell Lubricants – Operating Standards

Page 5


Shell Marine lubricants T&Cs

AFTER



Marine Lubricants
General terms and conditions of sale

These terms and conditions ("Terms") apply to the sale of Marine Lubricants by us to you. Please read them with the Commercial Terms. These Terms and the Commercial Terms form the entire Agreement ("Agreement") between us and you. The Agreement supersedes all written and oral representations and prior agreements between us and you. Any other terms that you may seek to impose or incorporate are excluded.



Words and phrases with special meanings

1. Definitions

The following definitions apply to the Agreement:

Affiliate: with respect to either Party: any company which (i) is a Party; or (ii) controls a Party, or (iii) is controlled by the same company which controls a Party, and for these purposes, "control" means a direct or indirect ownership interest of 50% or more of the issued voting shares or stock, having the right to vote to appoint directors of the relevant company.

Commercial Terms: the commercial terms which have been agreed by the Parties and provided to you, and which are part of the Agreement.

Delivery Company: a party that we ask to deliver to you on our behalf.

Delivery: the delivery of Marine Lubricants by us or our Delivery Company at a Delivery Port to response to a Nomination.

Delivery Port: the port or place of which Marine Lubricants are delivered.

Energy Institute: the leading professional body for the energy industries which is based in London.

Marine Lubricants: any of the products described in the Price List.

Minimum Notice Period: the minimum number of working days' notice for delivery to each Delivery Port as specified in the Port Services Guide.

No-Show Fee: the fee payable by you

in accordance with section 2.3, as set out in the Price List.

Nomination: written notice of your Marine Lubricants requirements sent by fax, email or via a designated web portal.

Party: us (or Delivery Company where applicable) and you individually and collectively. "Parties" means a direct or indirect ownership interest of 50% or more of the issued voting shares or stock, having the right to vote to appoint directors of the relevant company.

Pollution Event: any event which causes Marine Lubricants to escape onto, or into, land or water.

Port Services Guide: the Port Services Guide as amended by us from time to time, which can be found on www.shell.com/global/products-services/solutions-for-businesses/marine-products/port-services-guide/eng-lubricants.html

Price List: the "Shell Marine International Price List" as amended from time to time.

Restricted Jurisdictions: any place declared an embargo or restricted destination by Trade Controls Laws. Currently, these places include Iran, Sudan, Cuba, North Korea, Crimea region and Syria. We may notify you of any changes to these Restricted Jurisdictions.

Restricted Party: a person: (i) targeted by Trade Control Laws or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons, and includes directors, officers or employees (including agency personnel).

Shell Trade Marks: the name "Shell", the Shell pecten symbol and any trademark and other manifestations as we may advise you, and any of our, or our Affiliates' characteristics, goods, services and activities.

Ship's Receipt: a document (in a form approved by us) confirming that you have received the grades and quantities of Marine Lubricants onboard the vessel.

Specification: the specification set out in the "Typical Physical Characteristics" section of the applicable section in the Port Services Guide.

Trade Control Laws: any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licenses, orders, or requirements, including those of the E.U., the U.K., the U.S. and the U.N.

Us (whether capitalized or not): the party identified as the seller in the Commercial Terms and "our" and "we" shall be read accordingly.

You (whether capitalized or not): the party identified as the buyer in the Commercial Terms and "your" and "yours" shall be read accordingly.

Shell Marine US Terms • September 2018 GTC: 1/10

Ordering, payment and delivery

2. Nominations

A Nomination is a list of what you need, and when:

- grades
- quantities
- method of delivery
- type of products (including whether bulk or packed)
- port or place of delivery

For each vessel and expected date of arrival at a Delivery Port, taking into account the Minimum Notice Period.

For confirmed Nominations, we, or the Delivery Company, will make reasonable efforts to satisfy the Nomination, but will otherwise have no liability.

What if your requirements change?

2.1 You will give us, or our representative, your Nomination. Your Nomination will specify:

2.2 If you change your requirements without cancelling or amending your Nomination or if you don't give the Minimum Notice Period you will pay out or our Delivery Company's related expenses.

If the vessel arrives early

2.3 If the vessel arrives earlier than your nominated arrival date, we will try to supply the vessel but our supply obligation remains limited to the nominated arrival date. We will inform you if any circumstances prevent a Delivery.

If a vessel is more than 10 days late

2.4 Your vessel must arrive at the Delivery Port within 10 days after the nominated arrival date.

Non-compliance

- If your vessel has not arrived at delivery port
- We may cancel the order
- Change you also have to cancel the order
- Return the order to inventory

3. Price

We hold the price for 30 days

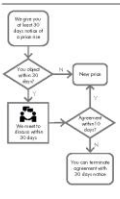
3.1 The price of the Marine Lubricants will be the price shown in the Price List which is in force on the date we receive the Nomination from you. This price is valid for 30 days from the date of the Nomination. If Delivery takes place after this 30 days period, the price shown in the updated Price List will apply.

3.2 We will provide you with at least 30 days' prior written notice of any proposed changes to the price which results from a price review and/or to the range of Marine Lubricants available.

If you think the increased price is unreasonable, you may, within 30 days of receiving our notification, notify us of this in writing (Objection).

While 10 days of receipt of your Objection, a representative from your company and our account manager (Representative) shall confer at least once to discuss the matter in good faith and seek to resolve it in an amicable manner.

If the Representatives are unable to reach agreement within ten business days of a referral being made to them then you may terminate the Agreement by giving us 30 days written notice.



Shell Marine US Terms • September 2018 GTC: 2/10

After delivery you will sign a Receipt

7.9 On completion of a Delivery, the master of the vessel, or your representative, will sign a Ship's Receipt, and two copies will be retained by the master or your representative.

8. Health and safety and environmental requirements

What to do if there is a pollution event

8.1 If a Pollution Event occurs:

- we may at any time, take reasonable steps to control and stop the Pollution Event, remove the escaped Marine Lubricants and clean the affected area and you will provide all reasonable assistance with those steps;
- if the Pollution Event is caused by an act or omission of a Party, the Party who has caused the Pollution Event must compensate the other Party (including the Delivery Company as applicable) for the cost of any steps taken;
- you will supply us, or the Delivery Company, with any documents and information concerning the Pollution Event or any programme for the prevention of a Pollution Event as we, or the Delivery Company, ask you for, or that are required by any applicable law.

You are responsible if you damage our equipment

8.2 You will be responsible for the proper use, maintenance, and repair of any of our equipment that you or your agents damage during the Delivery. You will immediately inform us of any problems with the equipment which occur during the Delivery.

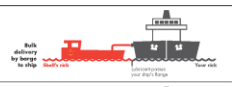
We both agree to comply with environmental laws and policies

8.3 The Parties confirm that they will comply with all applicable environmental laws and government regulations and that they have environmental policies in place concerning their Marine Lubricants processes.

9. Risk and title during delivery


9.1 Delivery will be completed and title and risk will pass to you:

9.1.1 for bulk Deliveries




- when the Marine Lubricants pass the flange connecting the delivery facilities with the receiving facilities provided by you.

Bulk delivery by barge




Bulk delivery by road in IBC



- if delivering in intermediate bulk containers (IBCs) to a quay or other point on land, when the IBCs are landed from the delivery vehicle to the ground.

9.1.2 for Delivery in containers



- if delivering to a quay or other point on land, when the goods are landed from the delivery vehicle to the ground.

Shell Marine US Terms • September 2018 GTC: 5/10

Award winning design: IACCM Innovation Award + Financial Times Intelligent Business Award

Design: Rob Waller

Source: <https://www.shell.com/business-customers/marine/contact-shell-marine/lubricants.html>



Before

To protect Proprietary Information that may be disclosed by either of the above identified parties to the other for the specific purpose of evaluation and negotiating a possible transaction(s) between the parties (the "Purpose"), the parties hereby agree to the provisions set forth in this Agreement.

1 INFORMATION PROTECTED.

Proprietary Information means information that the receiving party ("Recipient") knows or has reason to believe is confidential, proprietary, or trade secret information of the disclosing party ("Discloser"), either

- (i) because the information is disclosed by the Discloser in writing, is marked as confidential or proprietary, or with words of similar import, at the time of disclosure, or
- (ii) if disclosed by the Discloser in any other manner, is identified as proprietary at the time of disclosure, or
- (iii) because of the nature of the information and the context in which it was disclosed.

Without limitation, information concerning business models, strategies, network design and traffic, customers, and pricing in all cases under Section 1(iii) above, subject to Section 4.

This Agreement and any discussions between the parties in connection with this Agreement are also Proprietary Information. This Agreement is also intended to encompass the Affiliates of both parties. Consequently, Affiliates of either party may disclose Proprietary Information to the other party or its Affiliates, and Affiliates of either party may receive Proprietary Information from the other party or its Affiliates. The terms "Discloser" and "Recipient" shall therefore be deemed to include the Affiliates of the parties with respect to Proprietary Information disclosed or received by such Affiliates. "Affiliate" means, in relation to either party, an entity whether directly or indirectly through one or more intermediaries, either Controls such party, or is Controlled by such party, or is under the common Control of such party. "Control" or "Controlled" means the authority to direct the management and / or practices of such party.

2 DISCLOSING PROPRIETARY INFORMATION.

Subject to Section 4 below, the Recipient will not, at any time, either directly or indirectly, make any use of the Proprietary Information disclosed to it other than for the Purpose.

3 TERM.

This Agreement is effective as of the Effective Date specified above and shall continue for a period of three (3) years from the Effective Date (the "Term"), unless terminated earlier by either party as provided for in this Agreement. Notwithstanding the expiration of the Term or the earlier termination of this Agreement, each party's obligations of non-disclosure with respect to the other party's Proprietary Information shall continue for a period of three (3) years following the date of disclosure of such Proprietary Information, provided, however, that the obligations of confidentiality regarding software (if any) (including object and source code) and/or trade secrets or shall continue indefinitely, subject to any subsequent agreement covering such software.

4 EXCLUSIONS AND OBLIGATIONS.

This Agreement does not protect Proprietary Information that:

- (i) was already in Recipient's rightful possession prior to its receipt from Discloser;
- (ii) is independently developed by or for Recipient without reference to Discloser's Proprietary Information;
- (iii) is rightfully received by Recipient from a third party without a duty of confidentiality to Discloser;
- (iv) is or becomes available to the public through no fault of Recipient;
- (v) is required to be disclosed by a regulatory authority or by governmental or court action, provided that Recipient uses its reasonable

And after:

► Confidential information

1. Exchange of information






The parties agree to **exchange** Confidential Information for the Purpose

The Recipient will **protect** the Confidential Information in accordance with this agreement.

Each party **retains all interest and proprietary rights** in the Confidential Information it discloses and in any information or materials that it or the other party derives from that Confidential Information.

2. Excluded information

This agreement's restrictions on the use and disclosure of Confidential Information do not apply to information that, without the breach of this agreement,

-  is **already known** to the Recipient,
-  is or becomes **publicly known**,
-  is or subsequently comes into the possession of the Recipient **from a third party without restrictions**,
-  is **independently developed** by the Recipient without the use of Confidential Information, or
-  is expressly **indicated as not confidential** by the Discloser.

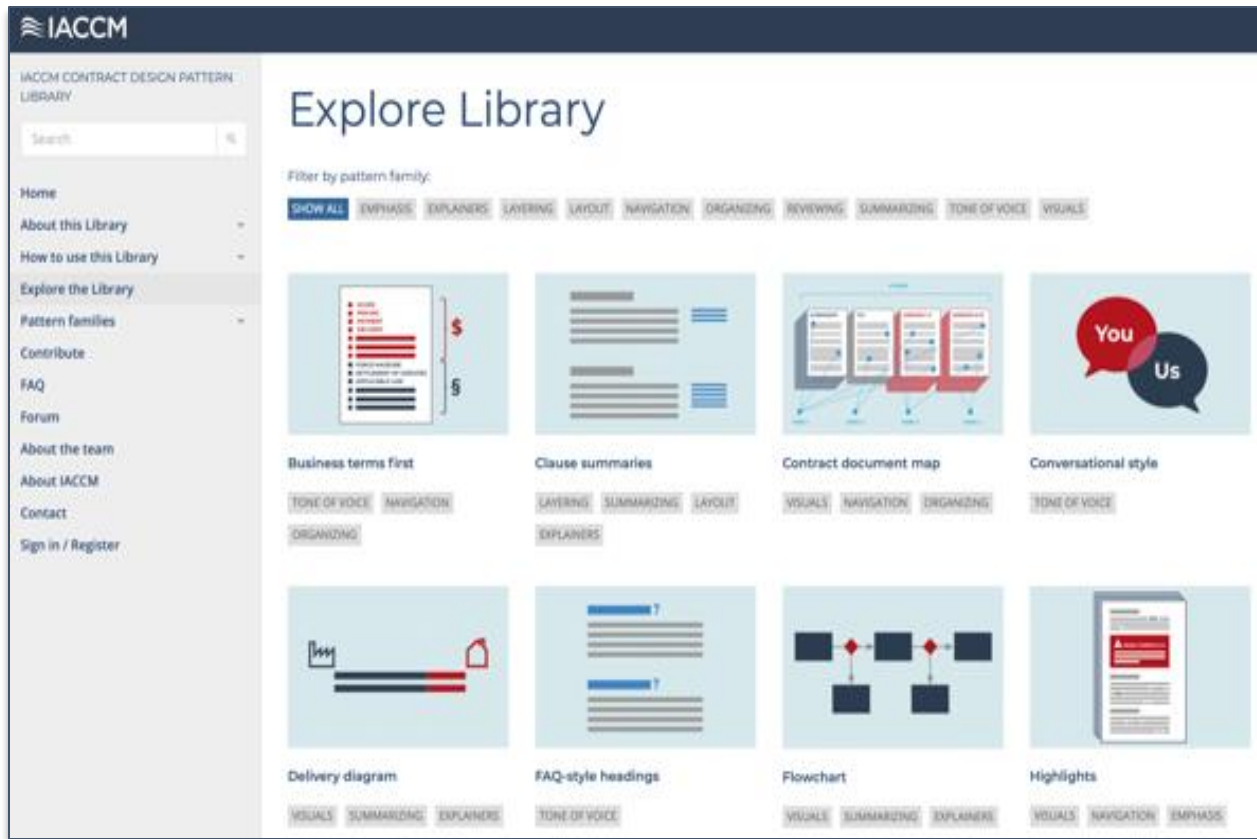
3. Burden of proof

The Recipient has the burden of proof relating to all exceptions to the definition of Confidential Information.

Contract Design

Objective: Release

Actual: Released and Updated!



Objective:

Increased volume
of contract
standards and
design activities

Actual:

Almost three-fold
increase of contract
standards and design
activities

Contract Benchmarking

Why benchmark?

“Many organizations lack the data needed to support a business case for contract and commercial resources. As a result, they make decisions based on perceptions from the past or on whichever executive is prepared to take ownership. Our research shows that this leads to fragmented organization and process, leading to sub-optimal results.

In themselves, benchmarks are of limited value – unless the data from them can lead us to optimized process and organizational design.”

Tim Cummins



IACCM's Benchmark Analysis

Extensive experience on contract analysis and benchmarking for global clients;

Use of the latest technology to support effective and efficient analysis;

A unique repository of best practice examples gleaned from our research and benchmarking services together with the Contract Design Awards;

A history of focus on commercial contracts and the strengths and weaknesses of many different models; and

Over 20 years of research on contracts including most negotiated terms which informs clients on the norms and standards within industry and the sources of competitive advantage.



IACCM's Benchmark Analysis

- IACCM undertakes comparative analysis of documentation currently in use by the organization, its identified competitors and IACCM standards. The analysis considers:
 - differences of structure (particularly looking at number of links to external sources)
 - differences of content (wording, positioning, additions / omissions)
 - differences of intent
 - observations on comparative ease of use

Contract Standards and Principles



THE NEED FOR
CONFORMED CLAUSE
STANDARDS



DEVELOPMENT OF
CONFORMED CLAUSE
STANDARDS



RELATIONSHIP WITH
THE IACCM
CONTRACTING
PRINCIPLES



RELATIONSHIP WITH
THE IACCM
CONTRACT DESIGN
PATTERN LIBRARY



CONFORMED CLAUSE
STANDARDS



STEERING
COMMITTEE

Objective	Target	Actual
Principles	5	5
Standards	3	3

- Termination Assistance
- Assignment and Novation
- Dispute Resolution
- Subcontracting
- Non-solicitation

- **As A Service Principles**

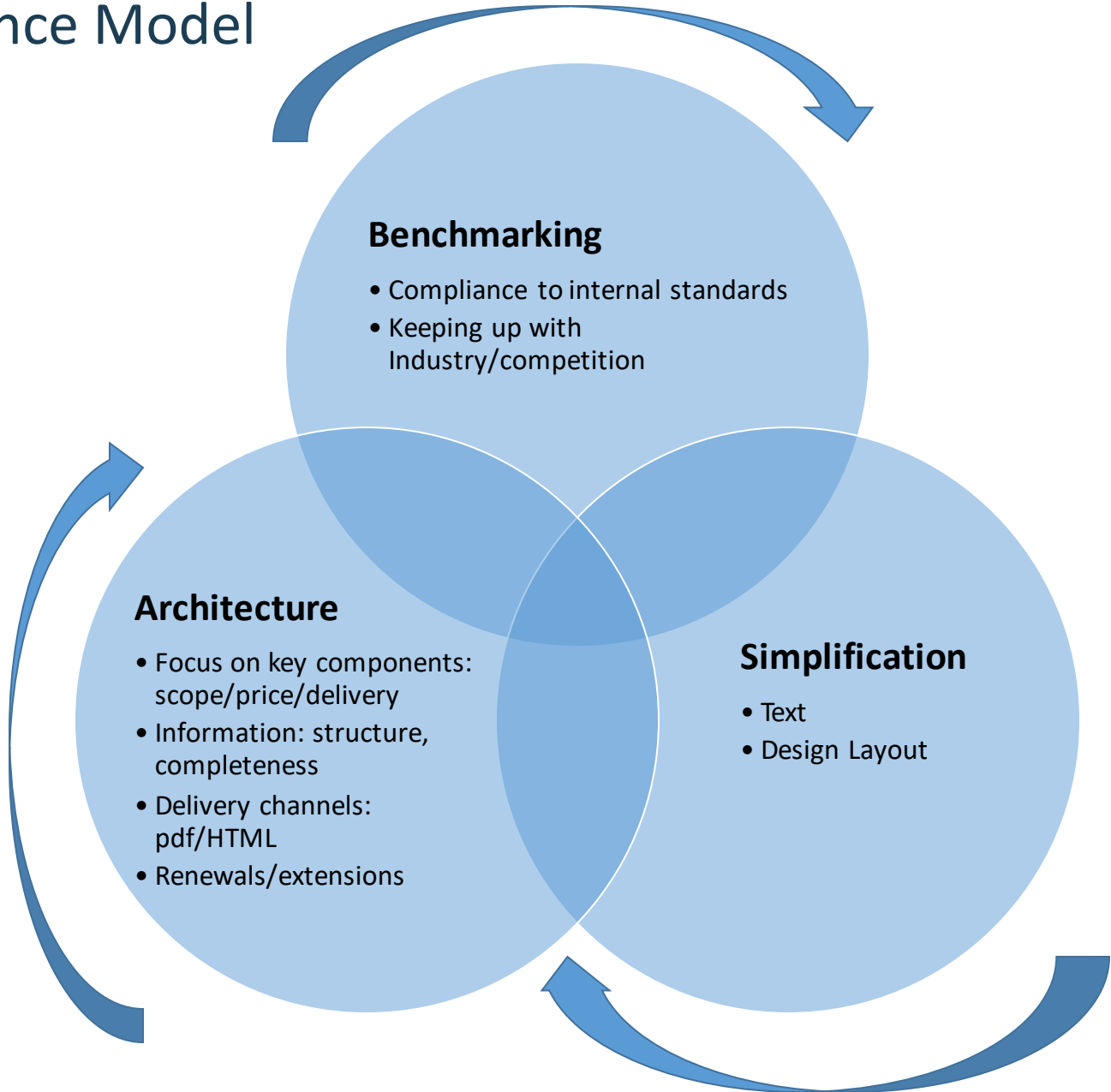
- NDA
- Data Sharing Agreement
- Data Processing Agreement

- CLM Process Forum

IMPACT!



Contract Excellence Model



IACCM's world-class research





Research 2020

Managing supply ecosystems
(initial report issued last week,
full report end February)

Negotiation or Avoidance?
(early February)

Optimism Part 2: how behaviours
are impacting effectiveness (April)

Talent and Conflict:
Reconciling CCM challenges (May)

Social Value: Contracting for Change (June)

Top Negotiated Terms (May / June)



Questions?

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