



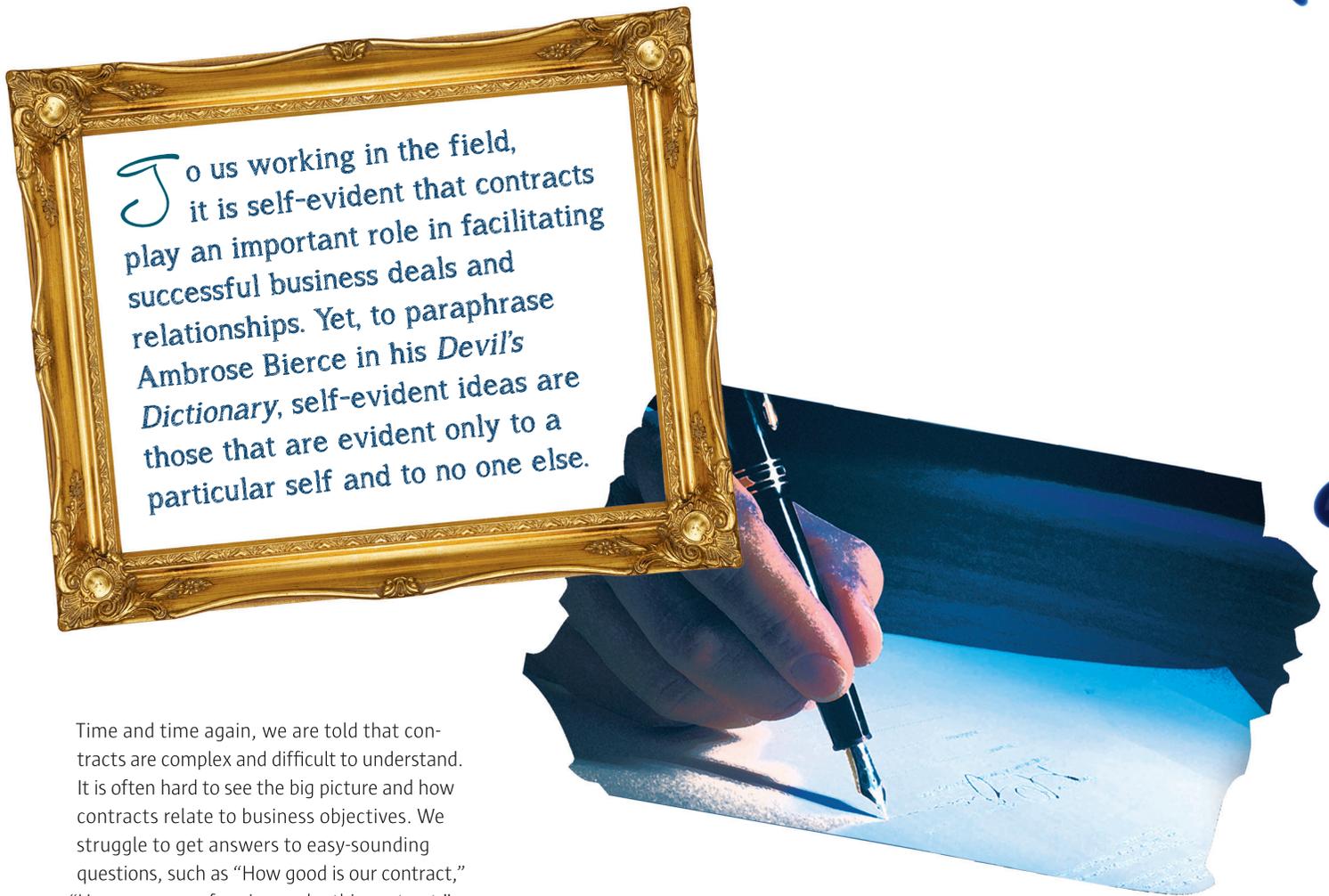
# Communicating Contracts in Split Seconds:

USING **VISUAL TOOLS** TO MAKE  
LEADERSHIP PAY ATTENTION



**Good contract management and a clear understanding of contract terms are vital for business success, but how do we relay the various elements of a contract to non-experts?**

**By Milva Finnegan and Helena Haapio**



Time and time again, we are told that contracts are complex and difficult to understand. It is often hard to see the big picture and how contracts relate to business objectives. We struggle to get answers to easy-sounding questions, such as “How good is our contract,” “How are we performing under this contract,” or “What are our biggest risks?” We also struggle to get quick answers to important business questions such as “How much money are we making on this contract?”

The growing complexity of contracts seems to be a fact of life we need to learn to cope with. Initiatives related to contract simplification, such as “lean contracting,” “user-centered contract design,” and “contract ergonomics” have been launched in various parts of the world to remove problematic complexity and help to make the contracting process smoother. Before these initiatives manage to remove the problem—if they ever will—we need tools and techniques to control the complexity and overcome the barriers to good communication. The time has come for contract drafters to focus on the usability of their work products, not just as legal tools, but also as business tools.<sup>1</sup> The answer is the use of visual tools to quickly summarize the core requirements, impacts, and status of the contract and the related risks and opportunities.

This article is a first step toward compiling an inventory of visual tools and techniques that practitioners currently use. The focus in this article is on tools that help communicate contract-related information to leadership and senior-level executives at the post-contracting stage. We plan to continue collecting, developing, and testing further visual tools and other contract communication ways for different pre- and post-contract contexts. If you have tools you use to simplify or communicate contracts and can share with us, we would like to hear from you.

### What is a Contract?

When hearing the word “contract,” people have a tendency to think of formal, legal documents. Many tend to categorize “contracts” under “law” and think that contracts are best left for lawyers. Up until recently, most senior leaders (along with others,

including researchers outside the legal field) have ignored contracts, despite the fact that the ability to understand and use contracts is vital in today’s business environment.

Most businesses today engage in some type of contract formation prior to commencing work. When contracting for the sale of standard goods, the contract might be very simple in terms and easily understood. However, this is not the case for most things sold today, as things have market- and customer-specific requirements. Contracts get more complex when services and custom solutions are involved, not to mention cross-border and global commerce with its regulatory and other requirements. So how does a business that engages in thousands of sales a year keep track of all the specific contract terms and requirements that it has to execute? How does it communicate their impact and status to key decision-makers



(or their requirements to those in charge of implementing those contracts)?

The standard format for terms and conditions is usually a document with only black and white text ranging from a few pages to hundreds. Most business people not trained in the contracts field struggle understanding all the contract requirements just by reading through the contract text. Even businesses that have narrowed down their contracts to more manageable-sized documents struggle when needing key data quickly in order to make business decisions.

One of the reasons is the fact that contract structure, with its paragraphs and references, resembles that of laws. The same applies to contract briefs and summaries, which tend to be not so brief, but dense texts with lots of references to other texts. They employ little visualization or other means to clarify the text. The current practices have hardly ever been questioned.

### What is Contract Visualization?

When it is up to us, contract professionals, to support contract-related decision-making, communicate contract risks or opportunities, or make sure contracts are implemented as agreed, what can we do to manage the complexity and overcome the existing barriers? How can we make it easier for our companies and colleagues to work with contracts? How do we help corporate boards or executives—or project managers, field engineers, or implementation teams—see the impact of contracts and the value of contract management?

We have found that contract summaries in a PowerPoint presentation with key visual charts and summaries in bullets are an effective way to communicate the contract content to both upper management and team members involved in contract execution. Contracts professionals with in-depth knowledge of the contract can complete this type of summary fairly easily if given the right tools and standard set of templates. In the beginning, we may need

some help from teammates on translating contract requirements into detailed delivery schedules in picture format, showing payment milestones in visual graphs, and so on. Once we get started, we can create quick summaries, easy-to-understand pictures, and a great reference of the contract that can be utilized throughout contract execution. Having all relevant contract data in an easy-to-understand, standard format enables management to make informed decisions quickly, leading to better outcomes and fewer surprises or problems.

In this article, we use “contract visualization” as an umbrella term for nontextual ways to express contract-related concepts, data, information, or knowledge. We include graphical mapping and other visualizations that aim to help create, integrate, and apply knowledge; amplify cognition; and enhance communication. We are interested both in the process of *visualizing* and its tools and outcomes. The latter include visual metaphors, conceptual diagrams, mind maps, flowcharts, contract risk cubes, and timelines. They can also



**FIGURE 1. THE CONTRACT PUZZLE** (adapted from Helena Haapio, "Innovative Contracting," *A Proactive Approach to Contracting and Law*, 2008)

take the form of tables, drawings, photos, and sketches. A PowerPoint template with set background and font is an easy tool to use. In the following, we suggest standard formats for a general contract summary, risk analysis, technical analysis, financial analysis, and delivery schedules.

### Contract Puzzle—the Visual Metaphor

The first step is to create a simple outline of the key elements of a contract. In this article, we use the “B2B contract puzzle” shown in **FIGURE 1** above as our visual metaphor. It shows a contract as a puzzle of five pieces:

- Technical and contextual,
- Performance and delivery,
- Business and financial,
- Legal and risk management, and

- Project and contract management.

If correctly assembled—and only if correctly assembled—the pieces of the puzzle form a complete, synchronized picture. Ideally, the contract will be implemented within the allotted time, with the resources that have been allocated and within budget. The supplied solution will then meet the customer’s requirements, while the project will satisfy the supplier’s needs in respect to profitability and risk management.<sup>2</sup>

We will now illustrate, via our sample contract, ways to translate contract requirements, impacts, and status in the five areas illustrated in **FIGURE 1** into an easily understandable presentation to communicate to leadership or others the essential elements of a contract. While we are aware of the criticism against using (too much) PowerPoint, we have chosen it to be our starting point for a reason: its wide availability and familiarity around the world. While there are other and probably better

tools for contract visualization purposes, we have yet to test them. Our experience from different parts of the world is that PowerPoint is still by far the most popular tool for running business presentations.

### Sample Contract: Nordic Birdhouses Ltd. and Timo Inc.

We will use the following hypothetical business case<sup>3</sup> as our starting point: Nordic Birdhouses Ltd., located in one of the Nordic countries<sup>4</sup> (the supplier), has entered into an agreement with Timo Inc., located in Vandalia, Illinois (the buyer), to produce 100,000 custom birdhouses. The buyer does research work on birds and the 100,000 birdhouses will be used in a large study. Therefore, the birdhouses must be made to exact specifications and have one wall made of special Plexiglas to allow for bird observation. Because the buyer has been approved for a federal grant that has an expiration date, the delivery schedule is extremely tight and all 100,000 birdhouses must be delivered and installed, with all the electronic surveillance in place, within 12 months from the effective date of the contract. In addition, the companies have agreed to a 10-year service agreement where ABC Company on behalf of the supplier will maintain the birdhouses to assure maximum bird occupancy and optimal monitoring and reporting at all times. For both Nordic Birdhouses and Timo, contract simplification efforts would be welcome but have so far been postponed. Both companies are located in countries whose laws allow the parties considerable freedom in determining the terms that apply in B2B relationships.

This sample contract is not an ideal model, but should help aid in illustrating our points. As there are variations in different types of public and private procurement—between goods, services, and construction; different legal systems; etc.—our example is simplified so as to be as universally applicable as possible. Whatever your line of business is, the following examples illustrate the many ways and tools that exist for communicating the key points in your contracts.



FIGURE 2. PRESENTATION COVER

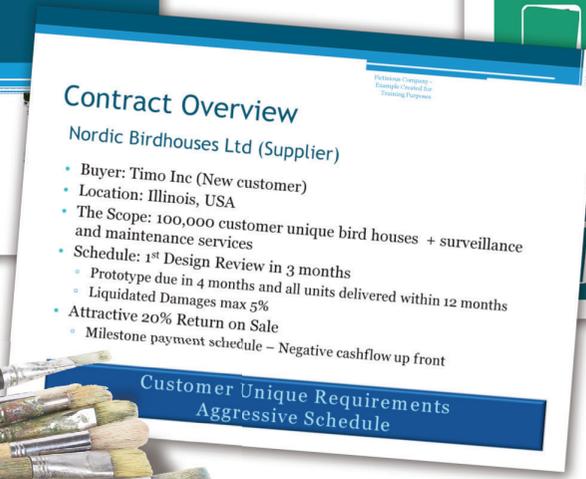


FIGURE 3. CONTRACT OVERVIEW

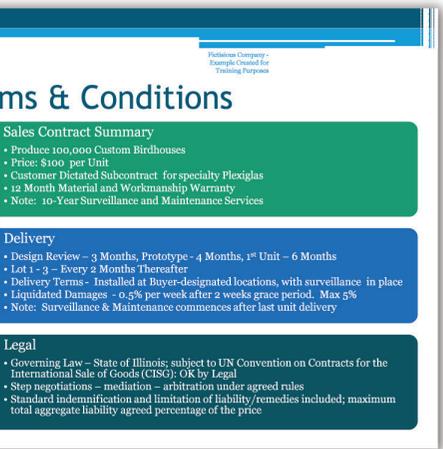


FIGURE 4. CONTRACT SUMMARY

Below is the table of contents of our illustrative contract for the sale and procurement of 100,000 custom-made birdhouses:

|   |                              |
|---|------------------------------|
| 1   General Terms                                     | 13   <i>Force Majeure</i>    |
| 2   Goods to be Sold; Surveillance and Other Services | 14   Warranty                |
| 3   Effective Date: Period of Performance             | 15   Price and Payment       |
| 4   Delivery; Acceptance                              | 16   Indemnification         |
| 5   Change Management                                 | 17   Limitation of Liability |
| 6   Notices   | 18   Appendices              |
| 7   Assignment  |                              |
| 8   Severability                                      |                              |
| 9   Required Subcontract                              |                              |
| 10   Choice of Law                                    |                              |
| 11   Disputes   |                              |
| 12   Termination                                      |                              |

Our sample contract is 30 pages long and along with its appendices (another 30 pages) includes all the relevant information the parties have agreed to. We will now take key pieces of this contract to create our PowerPoint summary presentation of the key contract terms and their impact.

**Sample Contract Summary and Five Key Elements Visualized**

We will begin our presentation with a general summary of the contract. If this is our first presentation to the audience in question, we may include an introduction of the parties and some background on the deal and re-

lationship. This could be a narrative or bullet format, the key point being to summarize the overall contract to set the stage for what the deal is all about. The sample presentation is prepared by the supplier’s contract manager to be presented to the company CEO along with the heads of each function. The time available for this presentation is 20 minutes. See FIGURES 2, 3, and 4 above.

FIGURE 4 shows a summary of the key elements of the contract to give the audience a quick overview. The key elements summarized on this illustration were scattered throughout the contract and its appendices and would have required a complete read-through of the 30–60 pages. By summarizing in this way, you can share this critical data in five minutes with a busy business executive or a large audience. Depending on the audience and what they need to know, you can then continue to the other key elements of the contract and drill down to details.

**Performance and Delivery**

Delivery schedules can be extremely complicated with many different interrelated events. Summarizing them in a picture gives the audience a quick view of the timeline and the interdependencies.



**FIGURE 5. DELIVERY SCHEDULE**

- The effective date,
- Delivery milestones,
- Manufacturing milestones (such as design reviews and customer reviews),
- Subcontract milestones,
- Payment milestones,
- Timeline for the completion of installation, and
- Any other critical dates or actions outlined in the contract.

Ideally, this delivery schedule would be shared with the customer and supplier(s) and reviewed on a regular basis. See **FIGURE 5** at left.

There are many different scheduling tools and software on the market to make timeline creation easy. The key elements of a delivery schedule are to include all events needed to

show how successful contract implementation is dependent upon all parties' execution. This includes, but is not limited to:

**Business and Financial**

Next we will review the contract price and payment terms. **FIGURE 6** below shows a summary table of the milestone payment schedule taken directly from the contract.

|                    | Month | Value       | Cumulative \$ |
|--------------------|-------|-------------|---------------|
| Down Payment       | 1     | \$1 million | \$1 million   |
| Design Review      | 3     | \$1 million | \$2 million   |
| Prototype Approval | 4     | \$1 million | \$3 million   |
| First Unit         | 6     | \$1 million | \$4 million   |
| Lot 1              | 8     | \$2 million | \$6 million   |
| Lot 2              | 10    | \$2 million | \$8 million   |
| Lot 3              | 12    | \$2 million | \$10 million  |

**FIGURE 6. MILESTONE PAYMENT SCHEDULE**

Now the question becomes: What does this mean? Is this a good financial deal? We find standard financial analysis to be as critical as the technical specifications of a contract, yet often financial reports contain jargon that non-experts find difficult to understand. Without a financial plan and upfront knowledge of the contract's key financials, CEOs and management don't know the business impact when making decisions. So we may need to translate the data into meaningful messages. Depending on the audience, we may or may not want to use acronyms. For example, it may sometimes be better to write out "net present value" instead of "NPV." Whatever language we use, however, understandable financial analysis is needed early on, beginning from the pre-bid and contract negotiation phase to getting approval for the deal. Financial analysis sets the expected financial returns, and regular updates will be needed during the execution phase to review the financial drivers to know the contract's current financial health. (See **FIGURE 7** on page 32.)

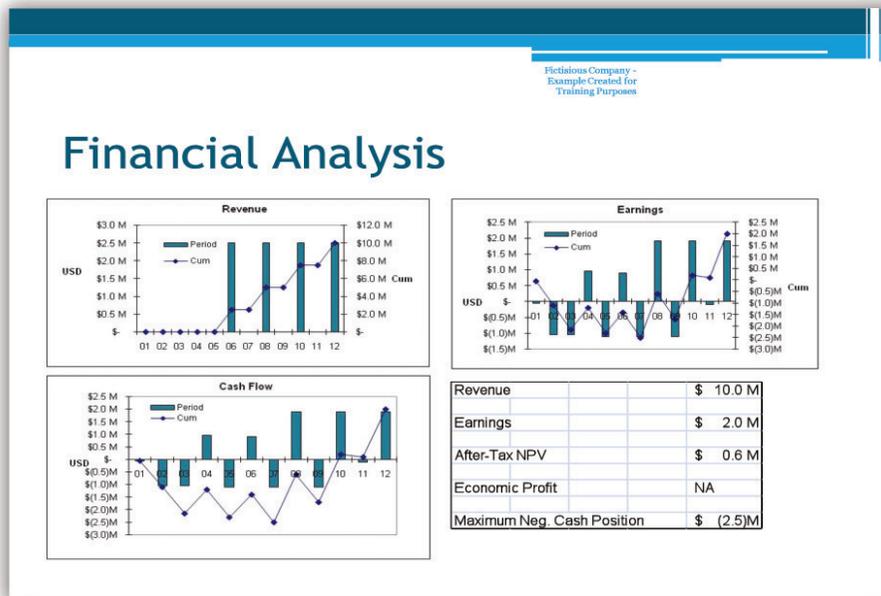


FIGURE 7. FINANCIAL ANALYSIS

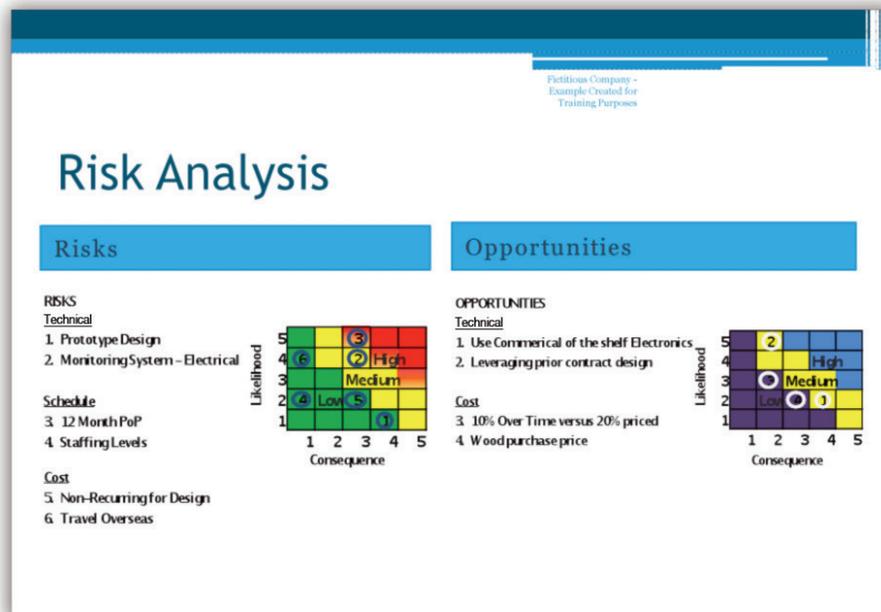


FIGURE 8. RISK AND OPPORTUNITIES ANALYSIS—THE RISK CUBE (adapted from Richard L. Coleman, Jessica R. Summerville, and Megan E. Dameron; "Making Risk Management Tools More Credible: Calibrating the Risk Cube" (June 12, 2006); Northrop Grumman.

Different measures can be selected to be tracked. Some common ones are revenue, earnings, and cash flow. Your organization's finance or business manager is a key team member at the pre-contract stage and during contract execution to help keep track of the project financials. In our example, we analyzed the production phase separately from the

maintenance and surveillance, doing a 10-year financial analysis would be appropriate as well.

### Legal and Risk Management

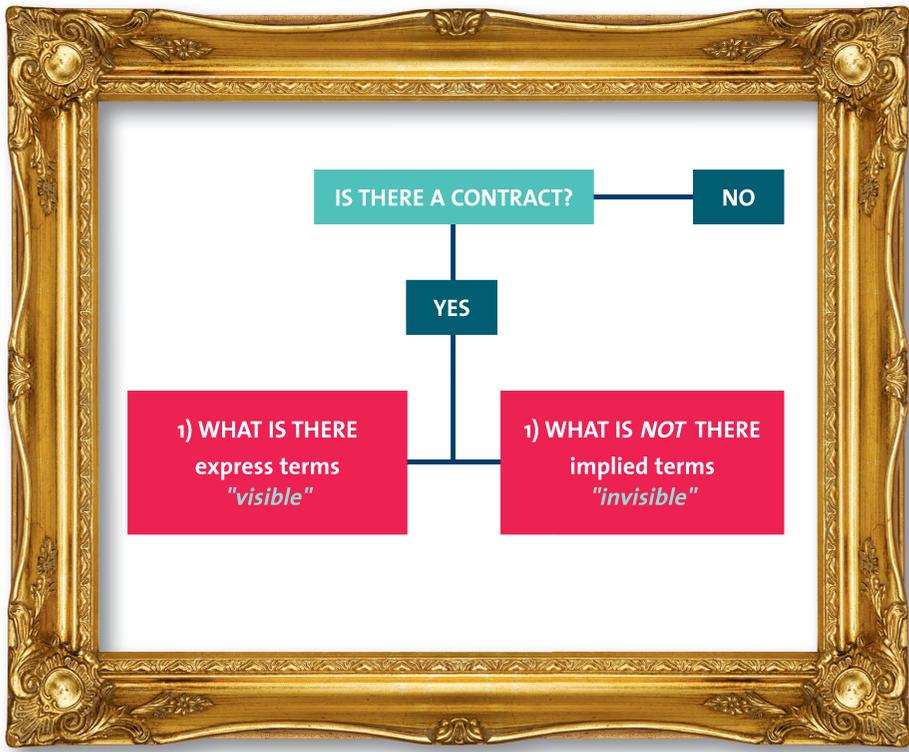
Next we will summarize the contract-related risks and opportunities. During the solicitation and bid process and contract

negotiations, a risk analysis is often conducted. For the supplier, this is vital to help substantiate the appropriate level of profits on the contract. Risk analysis should not only be done to analyze the potential downsides to a contract, but should also be done for potential upsides and opportunities. In addition, the risk analysis should be an ongoing weekly process throughout contract execution for early detection and management of risks and opportunities.

Risks and opportunities need to be analyzed in all functions, not just financial. Three good categories to summarize risks and opportunities are technical, schedule, and cost.

Weekly risk meetings should be held with the team to facilitate collaboration. Finance, technical, and schedule functions should work together to help determine the potential financial impact. There are several tools available to summarize risks and opportunities, including matrices, cubes, "traffic lights," and graphs. The key is for the organization to implement one standard risk analysis tool to have meaningful data to analyze. FIGURE 8 shows an example from our fictitious supplier company's risk analysis tool, the "risk matrix," also known as the "risk cube." While some of the choices may be subjective, this tool makes it easier to see the big picture and verify that important items have received risk-mitigating attention and will continue to do so.

Risks and opportunities can also arise in the legal domain. Your company may face liability if it breaches its obligations. It may incur harmful consequences if its contracts are invalid, or if documentation is defective or lacking. Risks can be caused by the other party's inability or unwillingness to pay or to fulfil its obligations. If your company operates in the middle of a supply chain, its sell-side and buy-side contracts may not support each other. Gaps—or lack of clarity or alignment—may lead to disputes and litigation. More often, they threaten business relationships, reduce margins, and may prevent the parties from achieving their business objectives. Therefore, our contracts and communication should help us control the causes of potential problems.



**FIGURE 9. CONTRACTUAL LITERACY**

(adapted from Helena Haapio, “Business Success and Problem Prevention through Proactive Contracting,” *A Proactive Approach to Contracting and Law*, P. Wahlgren (ed.) (2008): 170.)

Beyond questions relating to the express, “visible” terms of the contract, risks and opportunities may arise from what the parties have not addressed specifically in their contract, namely terms that are implied, or “invisible.” (See **FIGURE 9** above.<sup>5</sup>)

In our example, both parties have their place of business in a country that has signed the UN Convention on Contracts for the International Sale of Goods (CISG, a.k.a. the “Vienna Convention”). This means that unless the parties expressly excluded the CISG in the contract, the CISG applies, instead of either party’s domestic sales law (for instance, the respective Nordic country’s Sale of Goods Act, or U.S. state law based on the Uniform Commercial Code). In cross-border contracting, sometimes the CISG becomes part of the contract, without the parties being aware of that fact. Trade usage and practice may become part of the contract as well. These may bring along requirements, rights, responsibilities, and remedies that the parties did not know existed. This we want to avoid—and can,

with the help of making the *invisible* terms *visible* through visualization. Your organization’s legal counsel with experience in similar business is a key team member when visualizing these terms. Working together, you can create summaries and graphics of the key points, making your risks, opportunities, and contractual assets and liabilities, including both parties’ obligations and commitments, more manageable.<sup>6</sup>

Sometimes our presentation might need to address what point in time the parties enter into a contract or a legally binding commitment, which may or may not involve a document bearing the heading “Contract.” As people experienced in international contracts know, even informal e-mail exchanges or bids and purchase orders can create (or change) contracts. So we may need to educate our CEOs or colleagues about the key elements of a legally binding contract and how these might vary depending on the jurisdiction. Or we may need to illustrate the meaning of “delivery” in various incoterms<sup>7</sup> or the consequences of delay.

Why not do this using images? Why not rely on visual guidance in communicating legal knowledge?<sup>8</sup> In this way, we can reframe issues, generate new insights, and improve managerial/legal decision-making.

Let’s examine a “battle of forms” situation. As people experienced in the field know, such a battle arises in the not-uncommon situation in which one company makes an offer or bid using a pre-printed form that contains its standard terms, and the other party responds with its own form and standard terms. Both parties then hope that a contract will be based on *their* terms rather than those of the other party. The applicable law may lead to a negative surprise to one party or both, including the possibility of no contract being formed. To illustrate and prevent or resolve such a battle, one can utilize the “Wolfram Demonstration Project,” where the visual demonstration (contributed by Seth J. Chandler) illustrates Article 2 of the Uniform Commercial Code. Using the free demo,<sup>9</sup> we can choose various details, and the output shows the most likely finding as to whether a contract exists and the terms of that contract, along with a graph that explains the argument that will be advanced in support of the finding.

Experience and research<sup>10</sup> show that applying what is known as “visualizing legal informa-



**FIGURE 10. PHOTO OF THE PRODUCT AS INSTALLED**

| Bird Type  | House Floor (inches) | House Depth (inches) | Hole Above Floor | Minimum Diameter of Hole (inches) | Height Above Ground              |
|------------|----------------------|----------------------|------------------|-----------------------------------|----------------------------------|
| Flicker    | 7 x 7" or 6 x 8"     | 16-18"               | 13" (14 to 16")  | 2.5-3"                            | 6-20" (12-20' best)              |
| Bluebird   | 6 x 6" or 5 x 5"     | 9"                   | 7" or 6-10"      | 1 9/16" or 1.375 x 2.25" oval     | 4-10'                            |
| Barred Owl | 14 x 14" or 13 x 15" | 26-28" or 16"        | 21-23" or 4"     | 6-8" or 8"                        | 15-30' or 12-18'                 |
| Woodpecker | 6 x 6"               | 12-15"               | 9-12"            | 1.5-2.75" or 1.6-1.8"             | 12-20', 8-20', 15-45' (esp. 35') |

**FIGURE 11. PRODUCT SPECIFICATION**

tion” (or “visual law”) can make the legal piece of the puzzle more easily accessible and understandable for non-experts. We can even visualize the requirements, rights, responsibilities, or remedies based on the CISG that enter the picture where the contract is silent, and drill down to successive levels of

detail where necessary. If we are not familiar with the CISG (or whatever the applicable law may be) ourselves, a legal professional who is also a visual thinker will be of great help.

**Technical and Contextual**

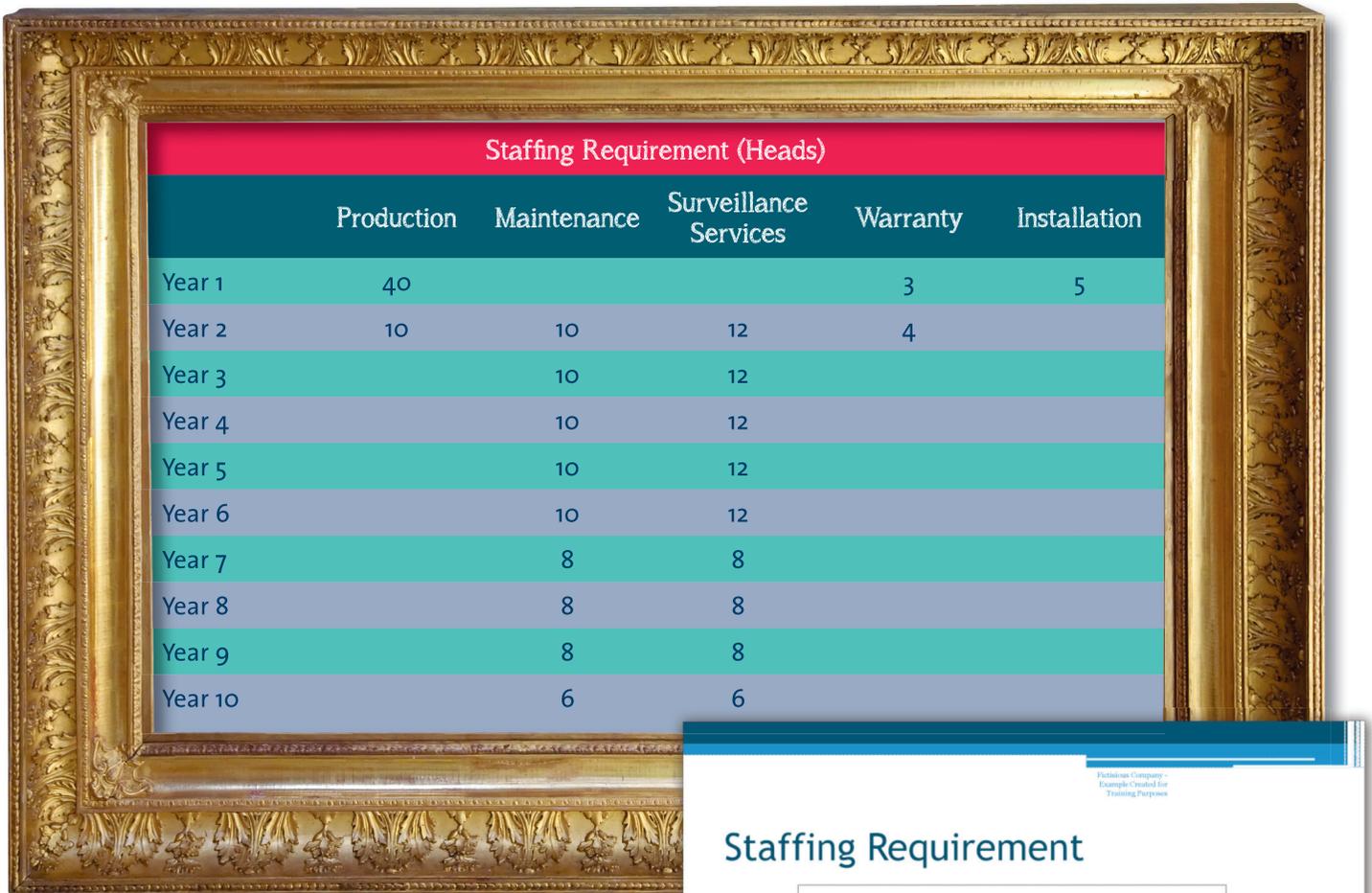
Now we come to the core of our sample contract: what the deal is all about. We will first show a photo of our end product, the birdhouse, customized and installed, with the buyer’s name on it. We can easily take pictures like this with our current mobile equipment and load them into our presentation. (See **FIGURE 10** on page 36.)

**FIGURE 11** above shows specifications directly out of the contract document. Detailed specification documents can be extremely complex and hard to understand by non-technical people. However, the technical requirements, the fourth piece of the puzzle,

are often equally important to be understood and translated into easily presentable documents so they can be understood by CEOs as well as the entire team.

As the contracting puzzle indicates, all five pieces are interrelated and if one piece is not in place or aligned with the others, the entire contract picture isn’t presented. Without having a basic understanding of the entire contract, it is impossible to make informed business decisions. Technical data and key performance elements need to be summarized and translated into manageable matrices or other images. Examples include staffing charts, responsibility matrices, lines of code for software, drawings for design work, and so forth. Our example company, the supplier, as the producer of the birdhouses, used staffing charts. The illustration in **FIGURE 12** shows the detailed staffing requirements in an easy-to-review table and chart.





**FIGURE 12. STAFFING REQUIREMENT**

For Nordic Birdhouses Ltd., a small business, with only 30 employees, the graph in **FIGURE 12** above shows the critical need to hire more staff or rely on subcontractors up front. In addition, it shows that once the production phase is over, the contract will still require significant staffing to maintain and conduct the agreed services. This gives management critical information when moving forward with staffing and also when deciding to bid on future contracts.

**Project and Contract Management**

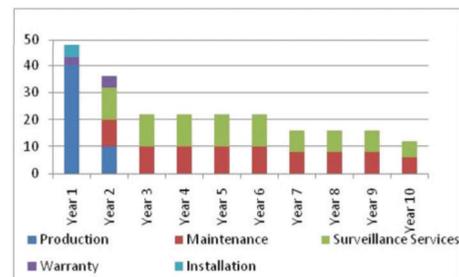
Experience and research tell us that the input of managers and engineers is needed in key areas in order to lay the foundation for the deal and construct operationally efficient contracts. Interaction and cross-communication are required, as each stakeholder only has a fragmented understanding of the key elements involved.<sup>11</sup> As in any situation

where many people and functions are involved, there may be different and conflicting needs and interests, which must be aligned and then articulated as clearly as possible.

Even if the contract is as clear as it can be, major issues can arise from a disconnect between the pre-contract sales or procurement process and post-contract implementation and management. It is up to contract and project management to see that contracts are translated into actions and are implemented as agreed.

One critical element of the sample contract for sale and procurement is the reliance on

**Staffing Requirement**



**Aggressive Staffing Plan**

subcontractors who make up over 50 percent of the contract cost. Contracting with subcontractors and subsequently managing them in order to achieve successful contract execution is an important task—and its success relies on understanding the contract terms. To convey the importance of the subcontracts to the executives, the visuals in **FIGURE 13** on page 40 were developed for the presentation. In addition, subcontract score cards, stop light charts, or similar tools are great visual tools to show



FIGURE 13. SUBCONTRACT MANAGEMENT

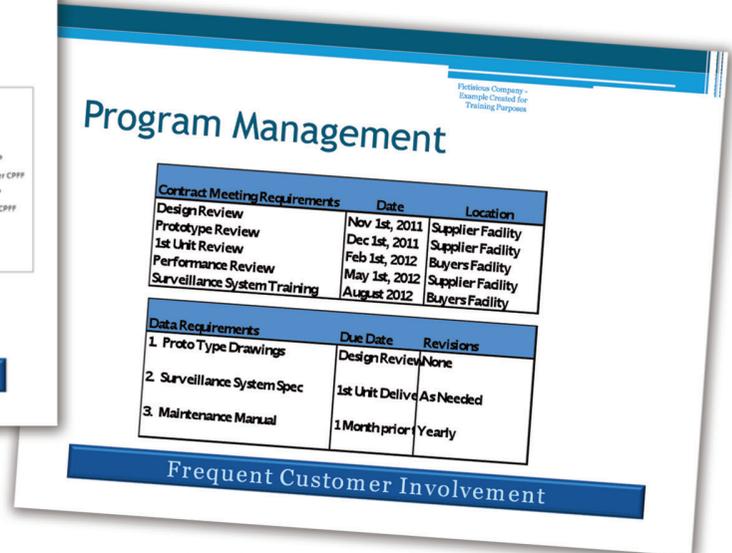


FIGURE 14. SUMMARY OF AGREED MEETINGS AND DELIVERABLE DOCUMENTS

further detail such as past performance, company size, contract types, current/prior contracts, value, etc. Visuals can also be used to convey important information to suppliers and their executives who need to know about the scope, timelines, and flowdown requirements such as warranty and technical support.

In addition, administrative activities outlined in the contract should not be forgotten about.

A simple summary of the deliverable documents and agreed-to meetings can be done just to get the entire team on the same page up front. Again, simpler is better. In our birdhouse example, there are five critical meetings and three deliverable documents that the supplier is contractually obligated to participate in and deliver. These types of requirements are often as important as product-related requirements. One missed deliverable could entitle the customer to withhold payment or claim liquidated damages. (See FIGURE 14 above.)

The path to *results* begins from clarity of thought and expression and, then, ideally, flows to understanding. (See FIGURE 15.<sup>12</sup>)

Project management is one of the early adapters of visualization. *Visualizing Project Management*<sup>13</sup> is a book (already in its

third edition) that illustrates that complex systems do not require complex project management and that visualization is a



FIGURE 15. THE PATH TO RESULTS (adapted from Martin Eppler, "Why Care About Clarity? Because it Leads to Results," in his presentation, "How to be CLEAR in Complex Corporate Communication," at Aalto University Business School (January 24, 2011).)

powerful technique for achieving high performance. We hope that one day contract management is enriched with a similar resource, based on proved visual models.

Meanwhile, with this article we wish to open the discussion and take some early steps toward this goal. **FIGURE 16** on page 43 shows where many companies still seem to be (“before”) and where we would like to take them (“after”), with the help of visualization.

### Conclusion

Many contract professionals and lawyers are good communicators. Yet could we grow from *good* to *great*? How well prepared are we—or those reporting to us—to communicate clearly, particularly when CEOs, senior leaders, managers, or non-experts in our field are the targeted audience? In the birdhouse example in this article, we followed through how the core elements of a 60-page contract were translated into a brief PowerPoint visual presentation utilizing tables,

timelines, and graphs for easy understanding. This enabled the contracts professional to present all key elements and contract requirements to the company CEO and functional managers in a 20-minute meeting.

We believe in the power of visualization. First, it offers tools that can help change attitudes. When we get over “contract phobia” and mistaken beliefs, we can start to engage in truly cross-professional communication and co-creation. Working together, we can translate goals, expectations, and promises into legally sound contracts expressed in a language that is understood in the way intended. We can make the pieces of the contract puzzle match and be capably coordinated, managed, and communicated.

Visual tools can help reduce uncertainty and make information more appealing, easily accessible, and understandable. Visuals can help communicate key contract messages to leadership and others who

need to know, quickly and easily, both inside and outside our own organization. In this way, business decisions can be made based on contract facts and accurate data, without the need for everyone involved to actually read the contract. Using cross-functional, visual summaries from the bid/solicitation phase to contract negotiation and throughout contract execution, we can help communicate and manage the contract and govern the relationship to produce the expected results and prevent negative surprises.

Leadership and managers make contract-related business decisions daily, and the more informed they are of the facts, the more informed decisions they can make. We, the contract professionals, want to be business partners with the CEO, leadership, and managers in order to share our in-depth knowledge to engage in timely business decisions. In the future, the ability to visualize contracts—providing easy-to-understand guidance for desired

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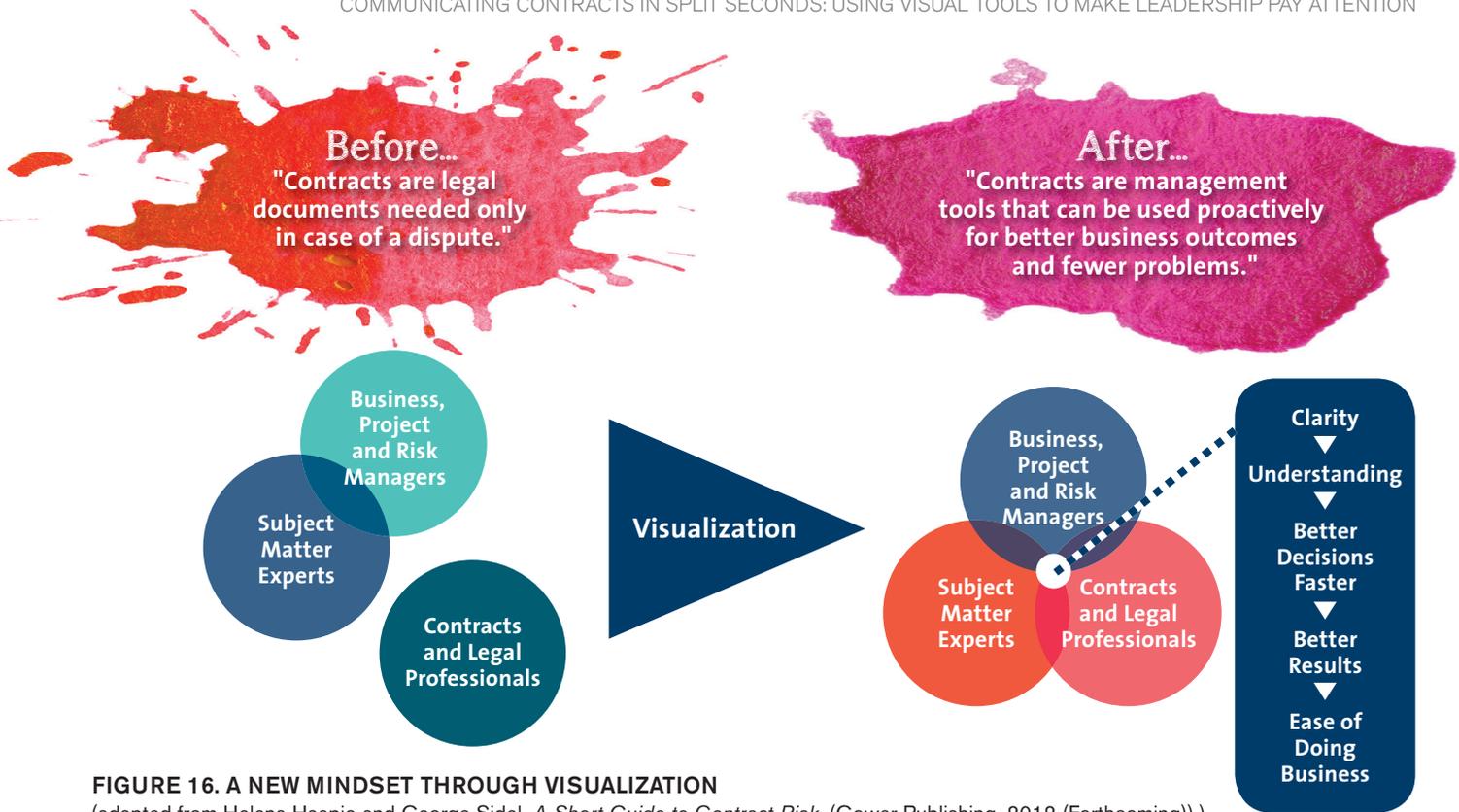
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**FIGURE 16. A NEW MINDSET THROUGH VISUALIZATION**

(adapted from Helena Haapio and George Sidel, *A Short Guide to Contract Risk*, (Gower Publishing, 2012 (Forthcoming)).)

performance and summarizing what is in the contract, including its impact on business outcomes—can become what distinguishes *good* contract professionals from *great* contract professionals. **CM**

**ABOUT THE AUTHORS**

**MILVA FINNEGAN, CFCM, CCCM**, is an independent contracts consultant based in St. Louis, Missouri. Her emphasis has been on global business and during her 12 years at the Boeing Company she was involved on both the acquire and execute for multiple global aerospace contracts. She is the certification chair for the St. Louis Gateway Chapter.

**HELENA HAAPIO** is the international contract counsel for Lexpert, Ltd., based in Helsinki, Finland. Before founding Lexpert, she served several years as corporate in-house counsel. She is the coauthor of *Proactive Law for Managers*, published in 2011, and *A Short Guide to Contract Risk*, which will be published later this year.

Send comments about this article to [cm@ncmahq.org](mailto:cm@ncmahq.org).

**ENDNOTES**

1. See, generally, Helena Haapio, “Making Contracts Work for Clients: Toward Greater Clarity and Usability,” *Transformation of Legal Languages*, Proceedings of the 15th International Legal Informatics Symposium, IRIS 2012, Erich Schweighofer et al. (eds.) (Vienna: OCG, 2012).
2. See George Sidel and Helena Haapio, *Proactive Law for Managers: A Hidden Source of Competitive Advantage* (Gower, 2011): 122.
3. The sample contract and companies involved are fictitious.
4. I.e., Denmark, Finland, Iceland, Norway, and Sweden.
5. Adapted from Helena Haapio, “Business Success and Problem Prevention through Proactive Contracting,” *A Proactive Approach*, P. Wahlgren (ed.) (2006): 170, available at [www.scandinavianlaw.se/pdf/49-9.pdf](http://www.scandinavianlaw.se/pdf/49-9.pdf).
6. See, generally, Helena Haapio, “Invisible Terms and Creative Silence: What You Don’t See Can Help or Hurt You,” *Contract Management Magazine* (September 2009); and Helena Haapio, “Invisible Terms in International Contracts and What to Do About Them,” *Contract Management Magazine* (July 2004).
7. Trade terms frequently used in cross-border trade.
8. For sample images, including delivery terms diagrams and a liquidated damages bar chart, see Stefania Passera and Helena Haapio, “Enhancing Contract Usability and User Experience through Visualization,” presentation at the SHOK Summit in Helsinki, Finland (April 25, 2012), available at [www.shok.fi/public/files/smedlund.pdf](http://www.shok.fi/public/files/smedlund.pdf).
9. Available at <http://demonstrations.wolfram.com/VisualizingLegalRulesBattleOfTheForms>.
10. See the pioneering work of Colette R. Brunschwig, who wrote her doctoral thesis on “*Visualisierung von Rechtsnormen—Legal Design*” (“Visualization of Legal Norms”) in 2001. In their article “Doing Deals With Flowcharts” in ACCA Docket’s October 2011 issue, Henry W. Jones and Michael Oswald discussed various benefits of visualization, with examples, and the technology tools available to help use flowcharts to add value and improve productivity and efficiency.
11. See Martin Eppler, “Knowledge Communication Problems Between Experts and Managers: An Analysis of Knowledge Transfer in Decision Processes,” Paper 1/2004 (University of Lugano, May 2004): 6, available at [http://doc.rero.ch/1m.php?url=1000.42.6.20051020101029-UL/1\\_wpca0401.pdf](http://doc.rero.ch/1m.php?url=1000.42.6.20051020101029-UL/1_wpca0401.pdf). See also Helena Haapio, “Communicating Contracts: When Text Alone is Not Enough,” *Clarity—Journal of the International Association Promoting Plain Legal Language* (May 2011), available at [www.clarity-international.net/pastjournals.html](http://www.clarity-international.net/pastjournals.html).
12. Adapted from Martin Eppler, “Why care about Clarity? Because it leads to results” in his presentation How to be CLEAR in Complex Corporate Communication at Aalto University Business School on 24 January 2011, citing Xplane, Inc.
13. Kevin Forsberg, Hal Mooz, and Howard Cotterman; *Visualizing Project Management*; third ed. (Wiley, 2005).

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