

# Welcome to the Standardisation Revolution



Powered by

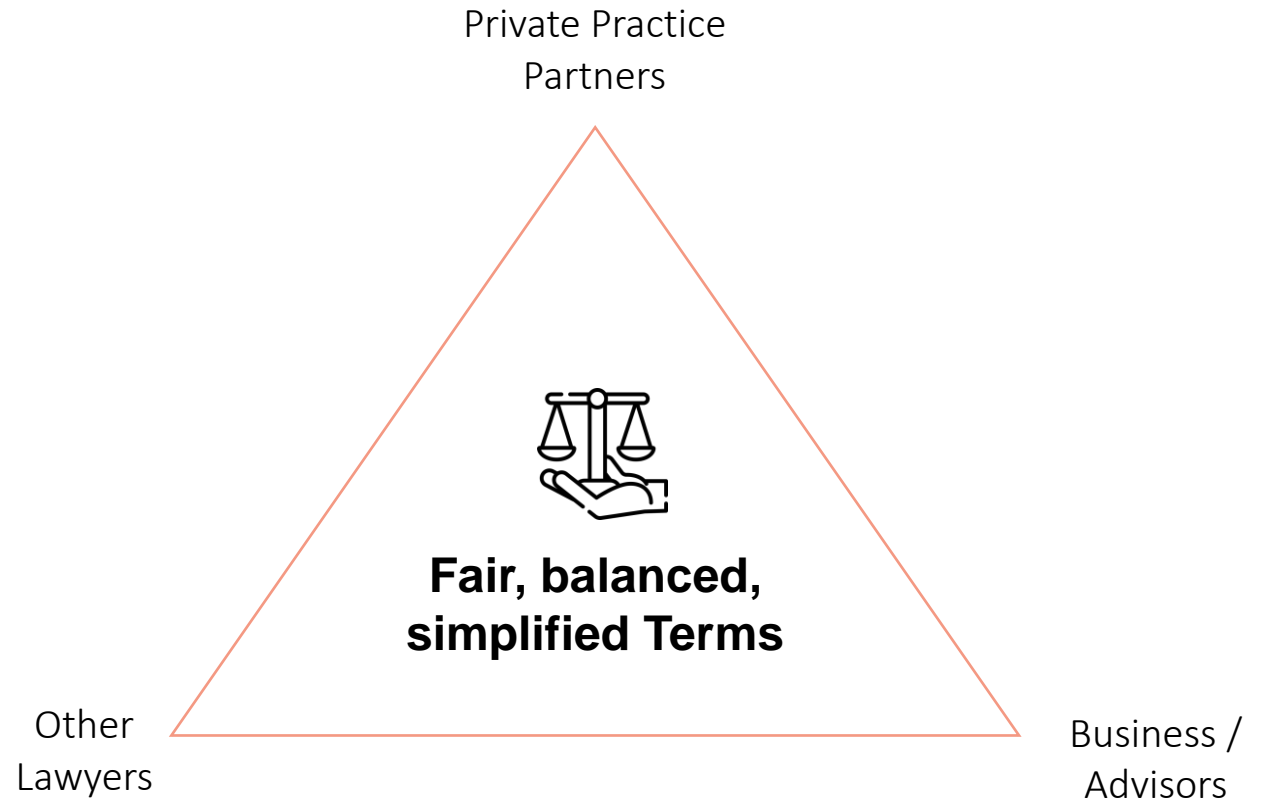
Clausify®

Special thanks to our hosts  
and workflow leads



ashurst

# A drafting committee committed to **transparency** and **levelling the playing-field** for diverse suppliers



# Drafting stages

4 discrete phases to build document from the bottom up



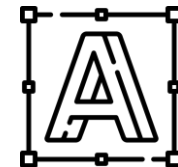
Alignment on principles



Legal drafting



Consultation with industry



Document style and language

Key industry collaborators



**michelmores**



# Introducing GSA Terms.



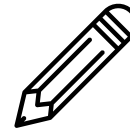
GSA Confidentiality Agreement



Digital & Consulting Framework Agreement



Statement of Work (SOW)



Change Request

**GSA badges**  
promote fairness  
in contracting.



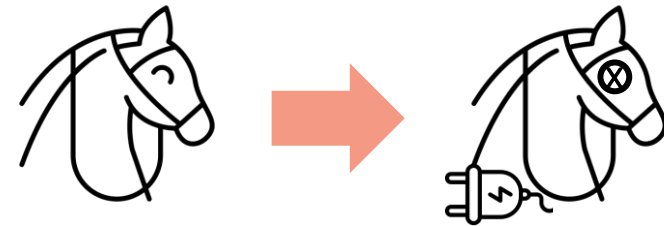


+ Clausify®

**Industry Standard Terms  
on a platform purpose-built for  
standardised contracts**

# Digitising the existing process does not solve this issue.

There are many legal-tech tools available today, which essentially make the existing process digital. This means we continue to experience process and costs inefficiencies – if anything there is added cost of procuring the technology, ongoing maintenance and change management.

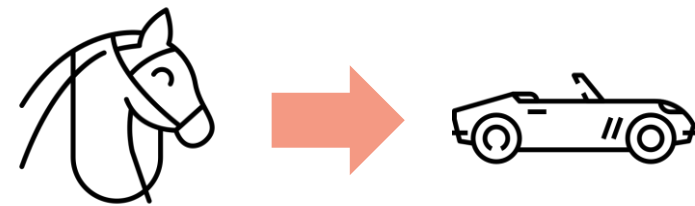


*This method is akin to going from a horse to an electric horse.... which isn't super smart.*

# We need a **step change** in how we do business.

We need a solution that leverages technology to help us change how we negotiate – getting us to the settlement zone faster.

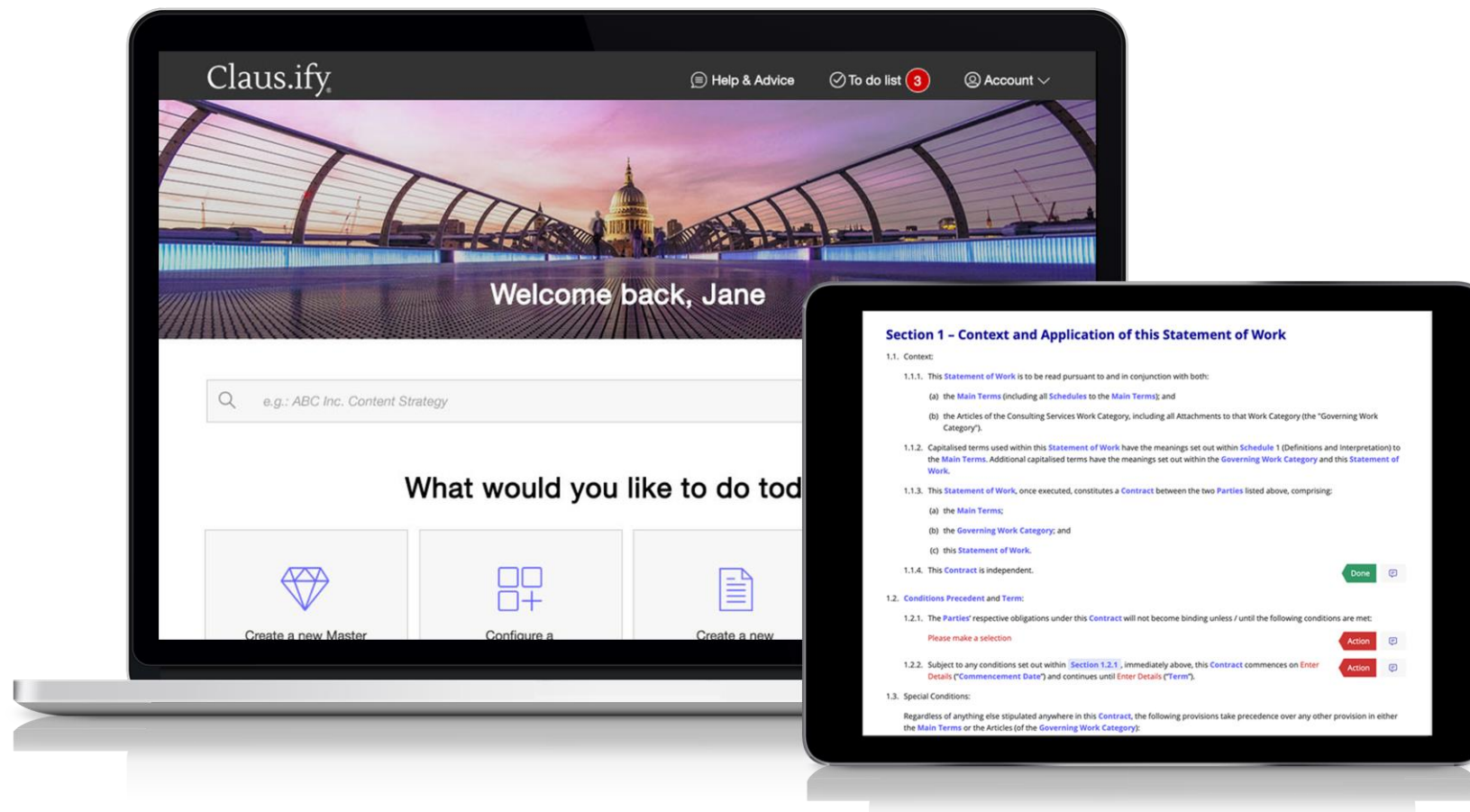
*This* is the step change needed to close deals faster and either enable us to do more deals with the existing team, save money by streamlining the team or elevating what the team does.



*This method is akin to going from a horse to an electric car. It enables us to reinvent the process into one that actually improves the way we work and drives business efficiencies.*



# Clausify®



# Clausify is an end-to-end contract management platform that acts as a powerful negotiation tool.



## Set-up

Set up new Counterparties in 1 easy step



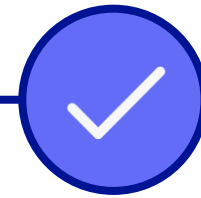
## Create

Create new contracts quickly by leveraging A.I. applied to Industry Standard contracts



## Edit & Sign

Edit & review contracts with ease with our enhanced MS Word® functionality and sign-online



## Manage

Manage contracts in one location: make Clausify your Single Source of Truth or export PDFs into your existing repository

# Key benefits to Clausify.



## Close deals faster

Close deals faster by leveraging our industry approved contracts, crafted with the settlement zone in mind.



## Focus on the scope

Start with an industry approved contract built around the settlement-zone, bringing the focus of negotiations back to the scope of services instead of debating legal terms.



## De-risk the process

Remove the risk of parallel versions, versioning issues and visible internal comments with our automated features.



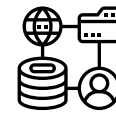
## Reduce OpEx

Leverage Clausify to optimise negotiations and close deals faster – meaning you can streamline or elevate the legal function.



## Enable supplier diversity

Ensure integrity of standard terms is maintained, and support diverse suppliers with the use of balanced terms

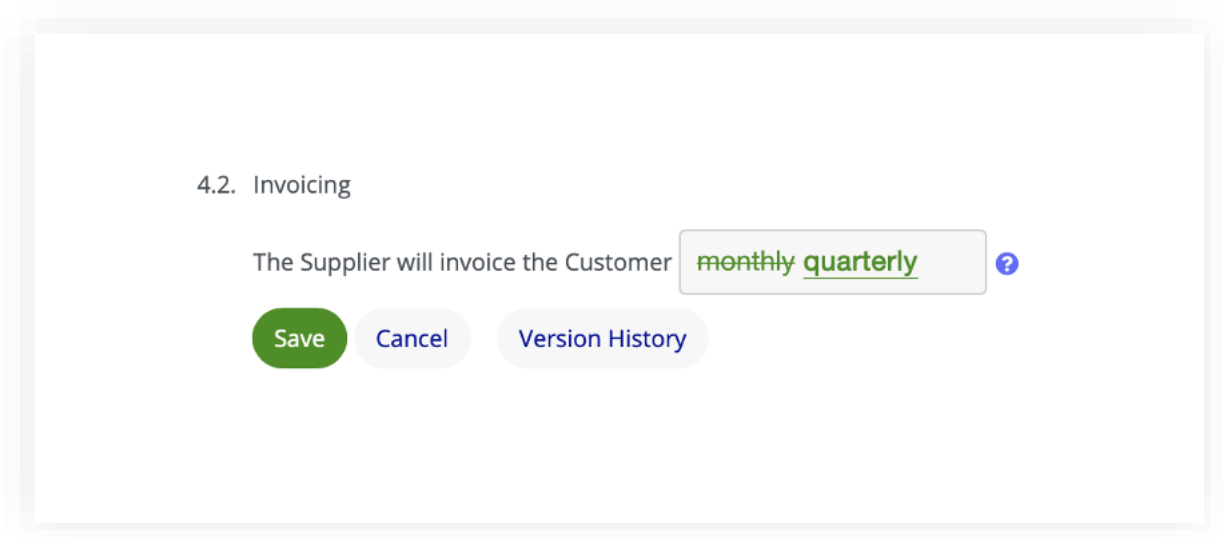


## E2E management

One system for document creation/editing, e-signature, document management and communication.

# Tracked changes as standard.

Automatically track all changes at both Version and Clause level, so you have a deep understanding of how a document is modified, by whom and when.



# Definitions just a click away.

Click on a Term to view its definition as an overlay.

## General Commitments

8.1. Each **Party** warrants, represents and undertakes to the other that:

8.1.1. it has full capacity, power and authority to enter into, deliver and perform its obligations under and in accordance with this **Agreement**;

**"Agreement"** means the MSA and/or a Contract, as the context requires. ✕

consents; and (b) all regulatory approvals from Regulators to the extent any of the same are necessary for it to perform its obligations under the **Agreement**; and

# Clause references also a click away.

One click on Clauses to view the detail in split screen, enabling easy referencing.

**7. Intellectual Property Rights**

7.1. **Your Content**

7.1.1. Save as expressly provided for within this [Clause 7](#), you retain all rights, [Title](#) and interest in all of [Your Content](#).

7.1.2. You grant us a non-exclusive, non-transferable, non sub-licensable (save that we may sub-license such right to any Permitted Subcontractor), royalty-free licence to use [Your Content](#) for the [Term](#) only to the extent necessary to provide the [Services](#).

7.1.3. You represent and warrant to us that:

- (a) you or your licensors own all rights, [Title](#) and interest in and to [Your Content](#) and [Suggestions](#);
- (b) you have all rights in [Your Content](#) and [Suggestions](#) necessary to grant the rights contemplated by this [Agreement](#); and

**Clause 7. Intellectual Property Rights**

7.1. Your Content

7.1.1. Save as expressly provided for within this Clause 7, you retain all rights, Title and interest in all of Your Content.

7.1.2. You grant us a non-exclusive, non-transferable, non sub-licensable (save that we may sub-license such right to any Permitted Subcontractor), royalty-free licence to use Your Content for the Term only to the extent necessary to provide the Services.

7.1.3. You represent and warrant to us that:

- (a) you or your licensors own all rights, Title and interest in and to Your Content and Suggestions;
- (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and
- (c) none of Your Content or your Authorised Users' use of Your Content or the Services will contravene any Laws, or any reasonable and commonly-held principles of morality or decency.

Forbidden by any [Laws](#), you must not and you must procure that your [Authorised Users](#) and agents do not (nor attempt to):

# Version history at clause level.

History is maintained at the Clause level, meaning you can review how a particular Clause evolved and who made what change and when.

The screenshot displays a legal document editor interface. At the top, the section is titled "Governing Law". Below this, clause 6.5 is shown: "This agreement will be governed, construed, and enforced in accordance with the Laws of  , without regard to its conflict of laws rules and any and all disputes will be subject to the jurisdiction of the courts of  .". Below the clause text, there are four buttons: "Save" (green), "Cancel" (grey), "Version History" (grey), and "Accept" (green). Underneath the buttons, a status line reads: "Updated at Version: 5.00 Updated by: David Jones Updated at: 22 May 2023 2:34pm".

The "Version History" section is titled "Previous Versions" and contains three entries:

- England & Wales**  
Created at Version: 3.01 Created by: TestCo May 2022 Ltd Created at: 22 May 2023 2:34pm
- United Kingdom**  
Created at Version: 1.01 Created by: TestCo May 2022 Ltd Created at: 22 May 2023 2:32pm
- UKI**  
Created at Version: 1.00 Created by: David Jones Created at: 22 May 2023 2:29pm

# Comments that can be hidden from Counterparties.

Option to hide comments from Counterparties to enable internal dialogue and learning.

The screenshot displays a software interface for a document titled "Framework Agreement Level Meetings". The document contains a clause (15.1) regarding dispute resolution. To the right of the text is an "Action" button and a comment icon. Below the text is a "Comments" section with a text input field containing the text "I'm not sure - what do you reckon? Monthly?". Below the input field are three buttons: "Add a Comment", "Cancel", and a checkbox labeled "Don't show comment to Counterparty" which is checked.

**Framework Agreement Level Meetings**

15.1. In addition to any requirement to meet in relation to a **Dispute** (in accordance with **Clause 20 (Dispute Resolution)**, the **Customer** and **Supplier** must procure that their respective **Nominated Procurement Lead** and **Customer Account Lead** meet no less frequently than once per **Enter Details** (in respect of the **Framework Agreement**), in order to discuss the following:

**Comments**

Add a Comment

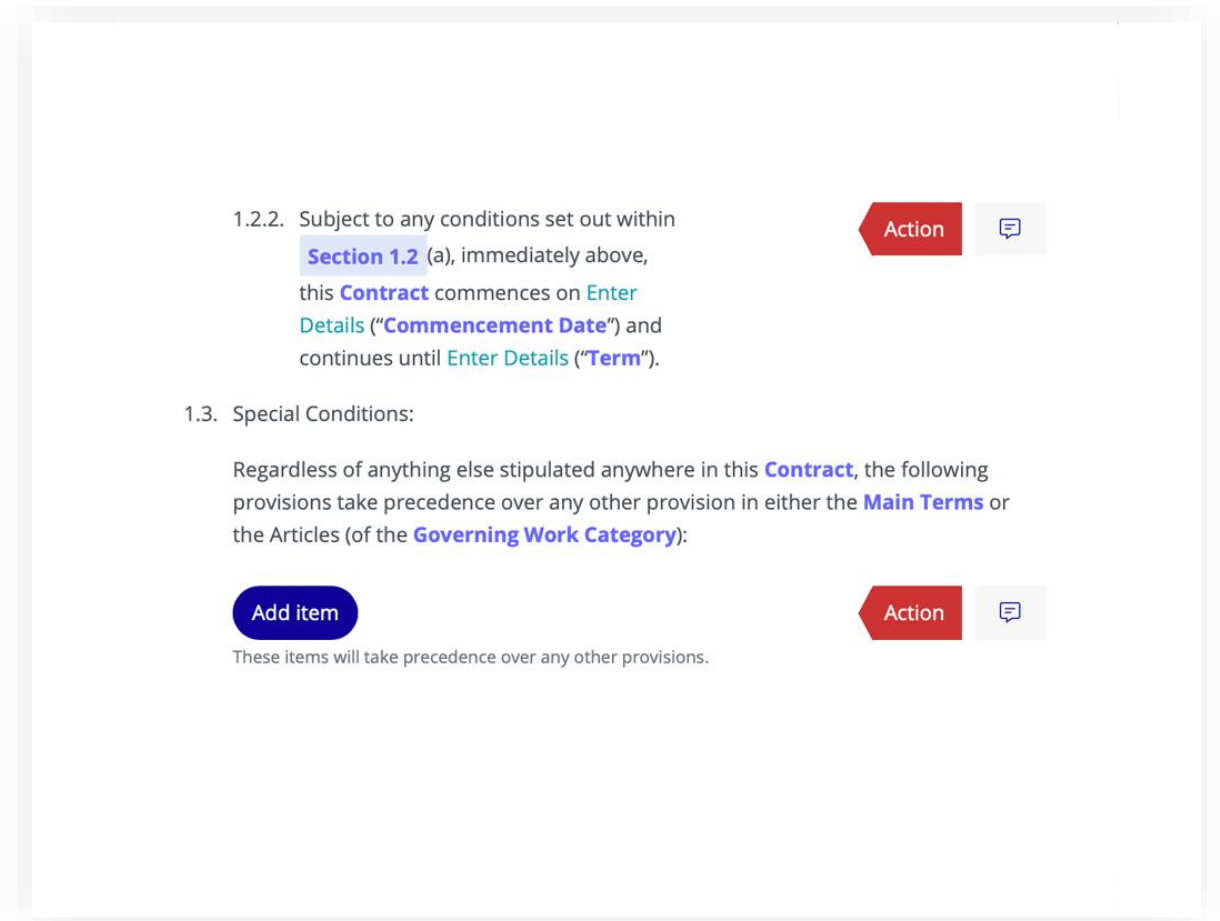
I'm not sure - what do you reckon? Monthly?

Add a Comment Cancel  Don't show comment to Counterparty



# Business-friendly Gamified UI.

Action buttons, drawing your eye to areas that require user input – enabling you to focus on priority items.



# Automated clauses based on user input.

Answer a few questions upfront to automatically generate relevant clauses.

Question to understand your deal, with simple responses

Yes OR  No

This clause has been autopopulated.  
That's one less thing for you to do. Boom.

Done

# Sign online without leaving the platform.

Sign contracts within the platform itself –  
a safe and quick way to execute contracts.

Signed by, for and on behalf of ABC Inc.



---

Jane Doe

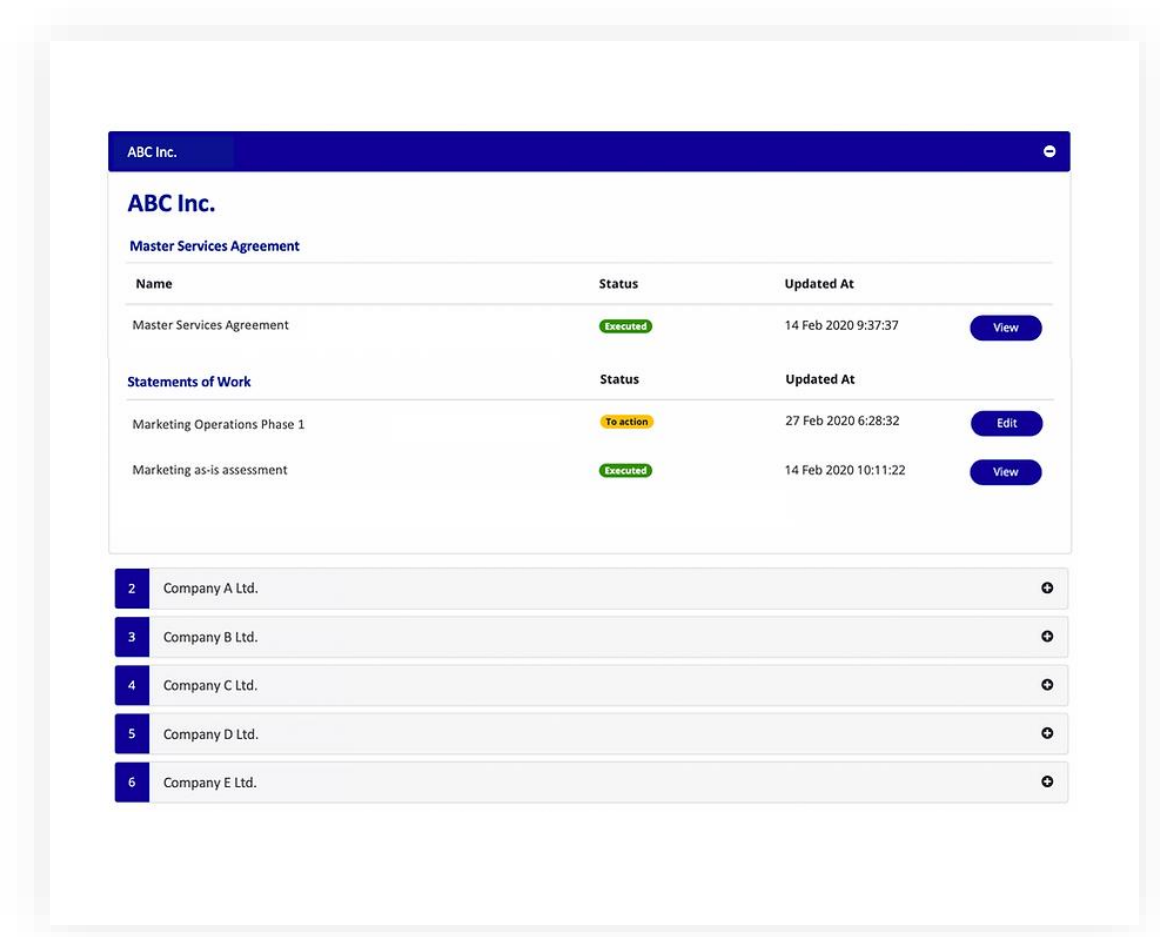
jane.doe@abc.com

Procurement Lead

2020-06-01 10:55:53

# Manage documents in one place.

All contracts initiated within Clausify are automatically stored within Clausify, meaning they are easy to find. You can also add non-Clausify contracts to Clausify as PDFs or export Clausify signed contracts to your repository.



**Tracked Changes Automated Clause Generation  
Automated Version Control One-click Definitions  
Automated Version History at Clause level Editable  
Comments One-click Clause Referencing Notifications  
Comments hidden from Counterparties To Do list  
Sign online within Platform Document Status Search  
Nudge Business Friendly Prompts Gamified UI User  
Single Source of Truth Approval Audit Trail Table  
Share with external parties Executed version as PDF  
Access control View previous version of document**

Thank you

