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DESIGNING GLOBAL CONTRACT TEMPLATES



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CONTENTS

03. THE PROBLEM

09. OUR METHOD

17. THE RESULT

19. HOW WE CAN HELP

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THE PROBLEM

DESIGNING GLOBAL CONTRACT TEMPLATES

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MOST GLOBAL TEMPLATES ARE BUILT ON A SINGLE LAW, USUALLY US COMMON LAW

Most international businesses standardise their contracts, but within the framework of a single law, usually US common law.

This “one-size-fits-all” model forces local contracts to conform to common law standards and US culture, overlooking important differences in local law.

Few companies have coherent global templates that can be adapted to each jurisdiction with little effort.

BACKGROUND COMMON LAW PRECEDENTS FILL THE GAP

International models never kept pace with globalisation, so US-centric common law precedents now dominate global contracting.

01

INTERNATIONAL MODELS

ICC Incoterms (1936): the most successful set of international terms, prevalent in trade

ICC and ITC model contracts: bridge civil and common law, but never matched Incoterms

02

COMMON LAW PRECEDENTS

US multinationals: bring highly detailed common law precedents from home

Civil law tradition: relies on legislation, not the contract, to fill the gaps

European businesses: follow the same US-centric approach as they expand

IN-HOUSE COUNSEL FACE FOUR OBSTACLES TO GLOBAL TEMPLATES

A home-country precedent, translated and patched locally, cannot overcome them. Each needs to be planned for from the start.

THE STARTING POINT

Home templates and common law precedents are hard to adapt; local lawyers revert to their own models.

LINGUISTIC BARRIERS

Legal terms rarely have exact equivalents, and translation can strip precision and create ambiguity.

LEGAL AND CULTURAL GAPS

Some concepts do not exist in other systems, and drafting styles differ by culture.

CHANGING LEGISLATION

New laws and court decisions mean templates must be updated regularly.

TRANSLATION STRIPS LEGAL TERMS OF THEIR MEANING

Many legal terms have no direct equivalent, because the underlying concept does not exist in the other legal system.

Machine translation helps, but cannot close this gap. Translation can strip away precision and create ambiguity.

COMMON LAW

Warranty

CIVIL LAW

Garantie^{FR}
Garantia^{PT}
Garantía^{ES}
Garanzia^{IT}

“Garantie”, “Garantia”, “Garantía” and “Garanzia” can also translate “guarantee”

The translation reads correctly, but the precise common law meaning of “warranty” is lost.

SOME LEGAL CONCEPTS HAVE NO EQUIVALENT IN OTHER SYSTEMS

The problem is not finding the right word but the absence of the concept itself. Transplanting it requires changes that create discrepancies and interpretation risk.

CONSEQUENTIAL DAMAGE	MERCHANTABILITY	FORCE MAJEURE	LIMITATION OF LIABILITY
Does not exist, and should not be used, in most civil law countries.	A standard for goods in common law that civil law does not recognise.	Originated in the French Civil Code; common law now gives it a different meaning.	Standard in common law contracts, but meets strong objections and legal restrictions in many civil law countries.

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OUR METHOD

DESIGNING GLOBAL CONTRACT TEMPLATES

BUILD GLOBAL TEMPLATES FROM THE TOP DOWN

Adapting a single-law precedent after the fact rarely works:

- Common law precedents are hard to adapt to local law
- Local lawyers revert to their home-country models
- No cohesive global standard emerges

TOP-DOWN DESIGN

01 Global clauses

02 Common law and civil law groups

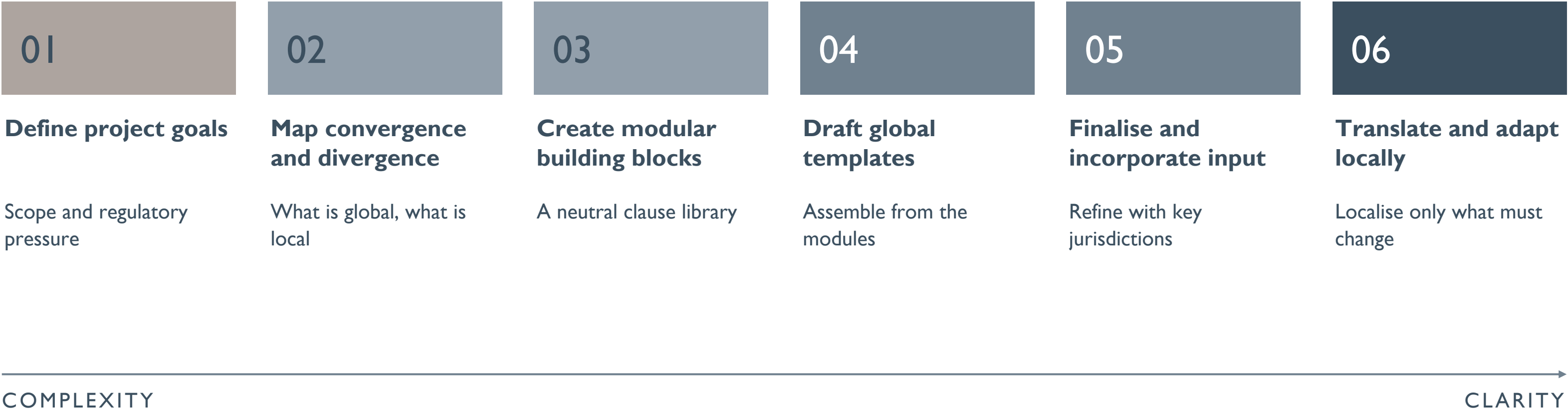
03 Regional and language groups

04 Country templates

Mapping where legal systems converge and diverge from the start reduces the need for adaptation, improves standards and makes local compliance easier.

SIX STEPS BUILD A TEMPLATE THAT IS STANDARD AND ADAPTABLE

A structured process produces one global framework that can be translated and tailored to comply with each local legal system.



STEPS 1 AND 2 SET THE BLUEPRINT BEFORE DRAFTING

Defining goals and mapping each jurisdiction first keeps the author's home-country law from shaping the template.

01

DEFINE PROJECT GOALS

Scope: one contract or a full suite (employment, distribution, sales); design to scale

Preliminary assessment: how regulated each subject matter is where the company operates

02

MAP CONVERGENCE AND DIVERGENCE

Global clauses: object, consideration, performance, default, termination, governing law

Regulatory pressure: by contract type, e.g. employment and consumer high, B2B sales low

Specific restrictions: general limits on clauses such as limitation of liability or non-compete

THE CLAUSE MATRIX SHOWS WHERE REGULATION FORCES LOCAL DRAFTING

Employment and consumer contracts are the most regulated; sales and services the least.

	Sales and services	Distribution and agency	Employment	Consumer
Object, price and performance	Global standard	Global standard	Local clause	Adaptation
Termination	Global standard	Adaptation	Local clause	Adaptation
Governing law and jurisdiction	Global standard	Global standard	Local clause	Local clause
Warranties	Adaptation	Adaptation	—	Local clause
Limitation of liability	Adaptation	Adaptation	Local clause	Local clause
Non-compete and exclusivity	Adaptation	Adaptation	Local clause	—

The matrix feeds the modular clause library in step 3. Illustrative only: results vary by contract, clause function and country.

LIABILITY LIMITS SPLIT ALONG THE COMMON LAW AND CIVIL LAW LINE

Illustrative country matrix for a B2B distribution agreement, one country per legal and language group.

	US	Germany	Portugal
Confidentiality	Global standard	Global standard	Global standard
Governing law and disputes	Global standard	Global standard	Global standard
Termination	Global standard	Adaptation	Adaptation
Limitation of liability	Global standard	Local clause	Local clause

Similar countries can share one adaptation, e.g. **Germany and Portugal under EU law**. Illustrative only: to be confirmed by local counsel.

STEP 3 BUILDS A MODULAR CLAUSE LIBRARY

- **Start from tested models.** Use ICC or ITC models, or check in-house precedents against them.
- **Write for translation.** Neutral, non-idiomatic terms and no culturally specific references.
- **Record each clause's origin.** Note its key common law and civil law issues.
- **Flag local variations.** Insert placeholders, e.g. [LOCAL LAW WARRANTY LANGUAGE].

CLAUSE LIBRARY

GLOBAL MODULE

Confidentiality term

Used unchanged in every jurisdiction

ADAPTABLE MODULE

Warranties

Adjusted locally using the matrix

ADAPTABLE MODULE

Limitation of liability

Adjusted locally using the matrix

LOCAL CLAUSE

Drafted per jurisdiction where no shared concept exists

STEPS 4 TO 6: ASSEMBLE, REFINE AND DEPLOY THE TEMPLATES

Templates are built from the modules, refined with input from key jurisdictions, then localised only where the matrix requires it.

04

DRAFT FIRST GLOBAL TEMPLATES

Assemble contracts from the modular building blocks.

BEST PRACTICE

Start with less regulated contract types. For highly regulated documents such as employment agreements, a blank page built on the modular principles often works best.

05

FINALISE THE GLOBAL TEMPLATE

Use input from key jurisdictions to refine the global clauses.

STRUCTURE

Separate global clauses clearly from the sections intended for localisation.

06

TRANSLATE AND ADAPT LOCALLY

Translate the final template and localise the adaptable modules, using the matrix as a guide.

EFFICIENCY

Group issues by legal system and language, and compare across regions, e.g. the EU, to keep variations to a minimum.

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THE RESULT

DESIGNING GLOBAL CONTRACT TEMPLATES

A TOP-DOWN PROCESS REPLACES THE FLAWED ONE-SIZE-FITS-ALL APPROACH



SWIFT IMPLEMENTATION

New templates and updates roll out faster.



STRATEGIC ALIGNMENT

Local contracts follow the business's global vision.



REDUCED LOCAL VARIATION

Fewer over-specialised and unnecessary local changes keep documents consistent.



MITIGATED RISK

Fewer ambiguities, and fewer disputes caused by poor translation and adaptation.

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HOW WE CAN HELP

DESIGNING GLOBAL CONTRACT TEMPLATES

HOW WE WORK GLOBAL DRAFTING WITH LOCAL AND AI SUPPORT

Our Advanced Legal Services team drafts global templates and adapts them to local laws and languages.

01

OUR TEAM

Global templates: drafted once, then adapted to each local law and language

Local network: we work with leading local and international law firms

02

OUR TECHNOLOGY

Proprietary Technology: tailor-made legal AI software with access to foundational models

Lawyer in the loop: a lawyer reviews every AI-assisted output

Efficiency: less drafting time and faster, consistent results

FIVE LEGAL DESIGN SERVICES MAKE DOCUMENTS CLEARER

Our Advanced Legal Services team applies design principles to legal drafting, without losing precision.

ACCESSIBILITY	PLAIN LANGUAGE	BY AUDIENCE	GLOBAL TEMPLATES	VISUAL DESIGN
User-centric documents their addressees can understand, without losing their purpose.	Fewer provisions, shorter sentences, less jargon and fewer embedded conditions.	Accessible B2C terms and simpler, still precise, B2B agreements.	Reviewing, adapting and deploying templates across jurisdictions and languages.	Legible fonts, consistent numbering and hierarchy, aligned with your brand.



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