DocuSign®

Readiness guide

Contract Lifecycle Management

FUJIFILM Value from Innovation | Process Automation

Contract templates

Templates are at the core of any contracting process. Before implementing a CLM solution, many organisations are managing agreements in a tedious, manual, copy and paste manner. This process is not only time consuming but can also lead to potential risk as agreements may be drafted and sent without approval. Identifying which agreements could be automated through a document generation process is one of the first steps of a contract management process.

Action item

Review your templates and highlight/comment the fields, paragraphs, and sections that are typically filled in or modified as part of your contract preparation process.

Determine if that data can come from:

1. A CRM system like Salesforce.com
2. Free form user input
3. A term from a clause library
4. Consider the business rules that may apply. For example, term X is only inserted if the end user selects this option as needed

MSA SUBSCRIPTION AND SERVICES AGREEMENT

This MASTER SUBSCRIPTION AND SERVICES AGREEMENT 2.0 and any exhibits, attachments, Orders, SOWs and other documents expressly entered into between the Parties referencing this Master Subscription and Services Agreement (collectively, this "Agreement"), is made effective as of DATE INSERTED BY REP ("Effective Date") between SpringCM Inc. ("SpringCM"), a Delaware corporation with offices at 350 North Orleans, Suite 900, Chicago, Illinois 60654 and ACCOUNT NAME FROM SALESFORCE ("Customer"), a Company with offices at ADDRESS FROM SALESFORCE SpringCM and Customer may be referred to herein individually as a "Party" and collectively as the "Parties." SpringCM and Customer hereby agree to the foregoing and as follows:

1. OVERVIEW.

1.1 Scope. This Agreement sets forth the terms pursuant to which Customer may purchase and SpringCM may provide subscription licenses ("Subscriptions") to SpringCM's non-proprietary online, web-based software applications and platform solutions ("Solutions") and various implementation, configuration, and other professional services related to the Solutions ("Professional Services" or "PS").

1.2 Orders. Customer and SpringCM may from time to time execute: (a) a SpringCM Customer Order Form ("Order") for any of the Solutions; and/or (b) a Statement of Work ("SOW") for PS related to the Solutions. Each Order shall describe the applicable Solution, Order Term (as defined in Section 7.1), related fees, user details and any Subscription limitations. Each SOW shall describe the PS to be provided by SpringCM, any Customer's obligations and the related fees. Each Order and SOW agreed to by the Parties shall reference and be subject to the terms of this Agreement and may contain additional terms applicable to a specific Solution. The initial Order shall be attached to this Agreement as Exhibit A and a SOW, if applicable, shall be attached to this Agreement as Exhibit B.

1.3 Governing Law. TERM FROM CLAUSE LIBRARY

1.4 Source of Reference. SpringCM may publish Customer's logos on SpringCM's web site and refer to Customer as a customer of SpringCM in online and print materials. SpringCM may, with Customer's prior approval, which shall not be unreasonably withheld, identify Customer as a reference for SpringCM and direct potential customers to contact Customer directly regarding SpringCM's products and services, and Customer shall serve as a reference for SpringCM and reasonably discuss SpringCM's products and services with any such potential customers. Customer further agrees to cooperate with SpringCM in the creation of a customer case study detailing Customer's use of the Solutions and the benefits realized by Customer, which study will not be published or used publicly without Customer's prior approval, which shall not be unreasonably withheld ONLY INSERTED IF THE CHECKBOX IS SELECTED THAT THIS TERM IS NEEDED.

1.5 Force Majeure. Except for payment obligations hereunder, neither Party shall be liable or deemed to be in default for any delay or failure in performance hereunder to the extent resulting from causes beyond the Party's reasonable control, including the acts or omissions of third parties, the acts or omissions of the other Party or any delay or failure of the other Party to fulfill its obligations hereunder, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, communications, Internet, mechanical, electronic or other utility interruptions or failures, fire, explosions, floods, or other natural disasters, or any similar cause

Questions to consider

Which agreements would you like to start automating within the system?

How many versions? Are they final and legal approved?

What components of the template would you like to merge in from Salesforce? What clauses/options do you want to include (if any) as selections by end users?

Who manages the CRM within the organisation and should they be involved in the discussion?

Workflow

Workflows help streamline processes that today may be confusing, informal and/or inconsistent. This disjointed process sets the organisation up for potential risk as certain terms and conditions that should require approval may be lost in an email chain or overlooked. By automating these desired workflows within a CLM system, agreements are passed along the proper route automatically, allowing for productivity gains for end users and peace of mind for the organisation.

Action item

Workflow process for each contract type and determine which functional areas from within your organisation need to review (e.g. legal, finance, sales, professional services, operations, etc.) and in what order their approval should take place to ensure you have the most efficient and repeatable process.

Review the sample questions listed below and utilise them as a guide to help with this exercise. A sample workflow diagram is displayed to help chart out the desired outcome.

1/ What contract/agreement is tied to this workflow?

2/ What should the workflow process be named?

3/ What are the different processes/stages that the contract moves through from start to end? Example below:

Sales Generated Agreement

Legal Review

External Review

Out for Signature

Sales Review

Complete

4/ What happens at the end of the process?

Questions to consider

What does the current approval process look like? For which documents, clauses, terms, etc. would you like to set approvals?

Should the approvers be involved in any implementation discussions or demonstrations?

How should approvers be notified? What should that notification include?

What are some SLAs (if any) that you would like to see put in place to support this approval workflow (length of time to approve/edit, etc)?

Redlining and signature process

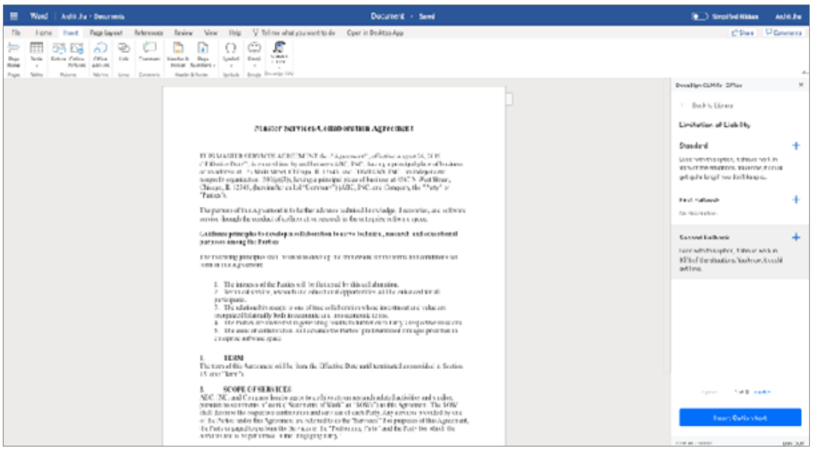
At the core of the redlining process is the clause library which houses all the terms that are traditionally negotiated. Within these clauses, some may be opened up to end users at the document generation stages some may require internal approval before sending to a client, and others may only be available for legal and contract team members to access during negotiation. Identifying clauses and mapping out the library structure will help organise these terms and categorise them appropriately.

The signature process is another key consideration as electronic signature tools can help automate and speed up this final step of negotiation.

Action item

Redlining is often tedious and cumbersome for legal users. The clause library is a key component of a more productive contracting process. Consider how the terms should be structured and within the clause library, which items are opened up to end users upon contract creation; which would require further approval; and which are only accessible to the legal team during negotiation.

An example clause library structure within DocuSign CLM, is displayed below to serve as a helpful guide.



Depending on your industry and where in the world you are conducting business, you should be thinking about how you want to execute your contracts and if sending duplicate paper copies via a courier is the right option for you.

Evaluate whether or not you can achieve process efficiency by using DocuSign eSignature as a natural extension and culmination of your contract approval process.

Questions to consider

What does the clause library structure need to look like? How many terms for each type of agreement?

Within the clause library, are there pre-approved clauses or agreements that can go straight to a customer for redlining without internal approval? Straight to signature?

What would you like that communication to contain? How would you like it to look?

Do you have an electronic signature solution that is integrated into your contract process?

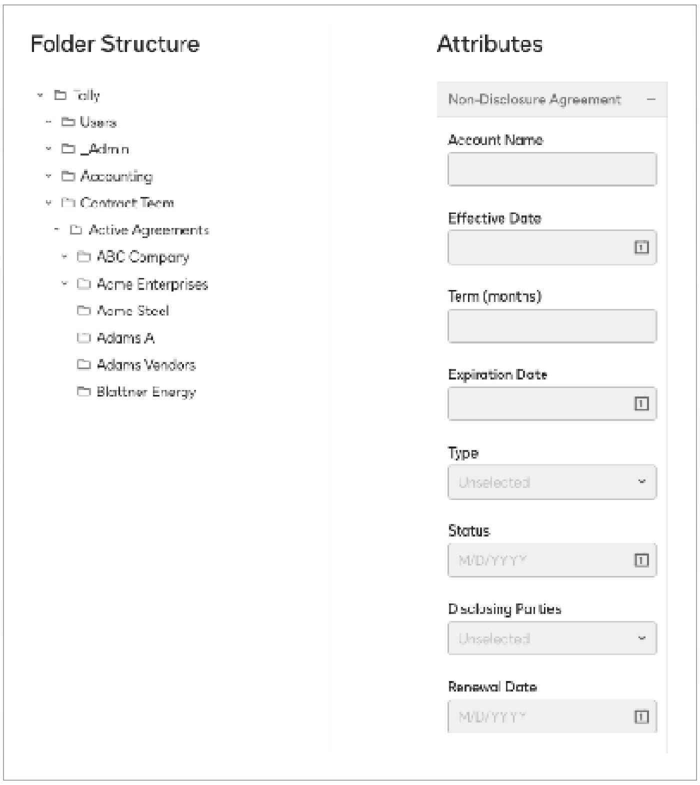
Contract repository

The way documents should be stored, organised and accessed is a core piece of contract lifecycle management. Attributes and metadata can serve as filters within search results and reports. An automated folder structure helps keep documents structured and easy to find.

Action item

Documents will be stored within a centralised repository and the structure of this system must be considered. Some sample images of the layout of DocuSign CLM are available below for reference.

Contract documents contain key information that should be made available for searching or for reporting on a full or filtered listing of contracts and contract terms. The preparation needed to do this is to determine what those key terms are so they can be captured separately as tags or attributes. A few common attributes for Non-Disclosure Agreements are listed below to serve as a guide.



Questions to consider

How would you like contracts to be categorized and tagged? Documents to be organized? Folder structure and relation to CRM?

What metadata do you want tto tie to contracts for ease of access at a later date?

What types of reports and dashboards would need to be created and how do they vary based on user group and area of interest?

How many (if any) legacy contracts would need to be brought into the system?

Implementation timeline and rollout

Executing a contract lifecycle management project may involve players from different departments throughout the organisation, each with their perspective. Having a candid conversation about expectations and implementation considerations in advance can help projects begin smoothly.

Action item

Rolling out a new technology introduces many employees to a more efficient and effective way to work. With any project, however, it is important to have the right people within the company engaged and educated. Now is the time to begin gathering the team who will be setting up the solution to being planning for rollout, socialising the benefits of the tool to end users and nailing down key dates for project execution.

Questions to consider

Who needs to be involved in this project? Do they need to come in at the beginning, middle or end? The entire length of the rollout?

Who will need access to the system? How many licenses?

What is the ideal timeline for rollout?

About FUJIFILM Process Automation

The benefits of process automation are real, but it's not enough to just digitise your business. True transformation only happens when you have technology that makes sense for the way your people need to work.

FUJIFILM Process Automation are experts in creating automated document data flows that accelerate your processes and streamline your business. Our team offers a proven track record backed by leading technologies for Accounts Payable automation, Intelligent Forms, Enterprise Content Management, Robotic Process Automation and more.

Our local team have helped some of New Zealand's top companies and processes. Imagine what we can do for you. Learn more about our tailored approach and get in touch today.

Get in touch

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