



## Contract Checklists—Never Miss a Step

### KNOWLEDGE

Create and maintain document templates and clause libraries-- model legal documents containing standard and alternative provisions.

### INFORMATION

Collect, organize your precedent and share your best practices through an integrated wiki.

### INNOVATION

Your documents can now be compared to your firm's standards and industry norms - how will your documents stack up?

For more information please visit us on the Web at: [www.kiiac.com](http://www.kiiac.com) or call (312) 720-9626

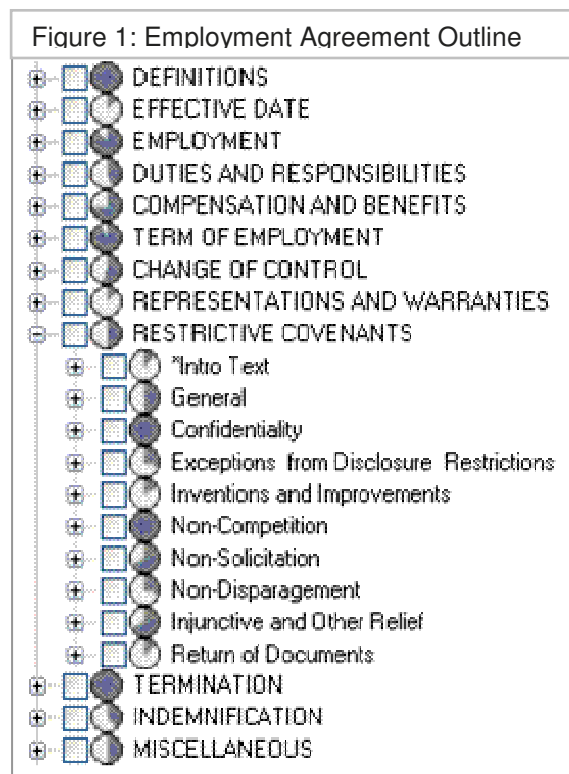
**Situation:** Your client calls and asks what special terms should be included in an employment agreement in the circumstance where the client wants to make a job offer to a senior technologist currently working for a competing company. The client specifically asks whether the company can claim ownership of inventions after the term of employment and for what period of time.

**Pre-KIIAC Approach:** In the past, you might have said you will research the matter and get back to the client. You might, then, search Google and/or online databases for recent articles, and send emails to colleagues asking for their advice.

**KIIAC Solution:** Your firm uses kiiac software to create and maintain drafting templates and checklists for employment agreements. The firm also collects agreements available from public sources. kiiac analyzes the contracts, aggregating them into a single outline. It automatically determines what clauses they contain, how those clauses are organized, and the range of standard and non-standard language used in each clause. Now you can quickly and authoritatively address your client's needs.

1 Launch a quick link to kiiac and choose employment agreement as the deal type. The software displays an outline of the agreement, showing you how frequently each clause appears. (Figure 1, clause frequency shown by the fullness of the pie icon)

2 Browse through the agreement. Typically, the key provisions will be found in the covenants. The template outline includes a section covering ownership and obligations concerning intellectual property. It serves as a checklist of all the items you may want to consider for inclusion in any given contract.





## AUTOMATE

Create drafting templates and clause libraries from your own documents

## DRAFT

Refine the Reference Standard; select default and alternative clauses; and deploy the Reference Standard to a document assembly module

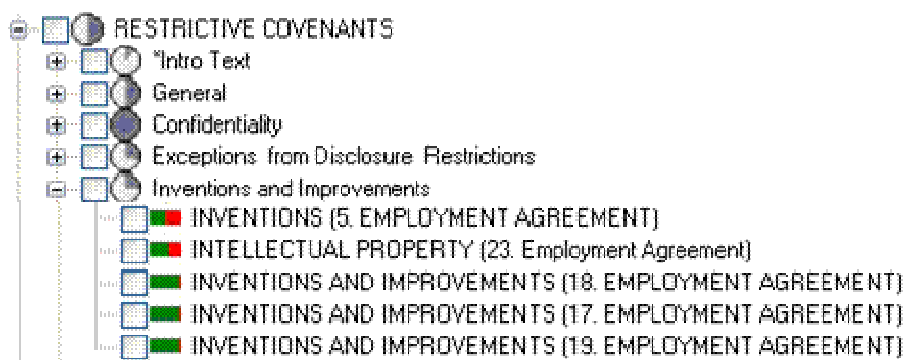
## BENCHMARK

Use kiiac's Reference Standards 'as-is' to benchmark a document, quickly identify divergent clauses, and find alternative clause language.

## AUDIT

Feed final documents back into the system to audit compliance and capture improvements to the templates and clause libraries

- 3 For each section of the agreement, kiiac creates a clause library of all the matching clauses. The software identifies the default clause and sorts the clause by divergence from the standard. You can quickly view the range of clause types by clicking through the clause list.



- 4 Use kiiac's accurate search features to explore related concepts such as "shop rights" and "work for hire." You can search by caption, text fragment and/or clause example.

- 5 Next you can examine the exact language differences. kiiac gives you the tools to compare each clause to the standard language, displaying the common terms in blue and the non-standard language in red as shown in the following example.

**f) Inventions. Executive shall promptly communicate and disclose in writing to the Corporation all those inventions and developments whether patentable or not, as well as patents and patent applications (hereinafter collectively called "Inventions"), made, conceived, developed or purchased by Executive, or under which Executive acquires the right to grant licenses or to become licensed, alone or jointly with others, during the Term of Employment, which have arisen or may arise out of Executive's employment, or relate to any matters pertaining to, applicable to, or useful in connection with, the business or affairs of the Corporation or any Affiliated Companies. All of Executive's right, title and interest in, to and under all such inventions, licenses and rights to grant licenses shall be the sole property of the Corporation. Any such inventions disclosed to anyone by Executive within one (1) year after the termination of the Term of Employment for any cause whatsoever shall be deemed to have been made or conceived by Executive during the Term of Employment.**

- 6 Review the wiki pages created by your colleagues discussing key provisions in employment, together with links to your firm CLE collection and vetted Internet sources.

Test drive kiiac  
at [www.kiiac.com](http://www.kiiac.com)

Precision drafting for the 21<sup>st</sup> Century lawyer