Contract analysis and draft clause

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213 contracts read, 206 excluded with reasons, 7 retained · fictional document

Fictional document — demonstration example

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Fictional document, produced for the demonstration. Contracts, suppliers and expiry dates are invented. **No write is made in any real system** and no contract is amended: the draft clause is a text for review, and the negotiation belongs to the client.

How the 213 contracts were sorted

Search criterion	Contracts hit	What the criterion looks for
Supply of an AI component or a model	**6**	Contract subject, technical annexes, attached purchase orders
Automated processing of applications	**1**	Recruitment services with a tool operated by the provider
Technical documentation duty	2 (already counted)	Documentation clause, whatever its heading
None of these criteria	**206**	**Exclusion reason written contract by contract** — see the next table

The 206 excluded, by reason

Exclusion reason	Contracts	Why the reason is written down
Supply of equipment or parts, no software component	**131**	A contract set aside without a reason gets read again next year, and the work has to be redone
Services with no automated processing	48	Same reason — the reason makes the sort replayable
Leases, insurance and financing	19	Outside the scope of the extracted requirements
Expired or terminated contracts	8	With their end date, so the exclusion can be checked

The 7 retained, and exactly what they lack

Contract	What is missing	Expiry	Recommended route
CT-118, CT-141, CT-166, CT-190 — AI component supply	**Neither handover of the technical documentation nor notification of version changes**	CT-118: 31/03/2027 · CT-141: 30/04/2027 · the other two in 2028	**Short clause at renewal** for CT-118 and CT-141; simple amendment for the other two
CT-097, CT-152 — AI component supply	Documentation clause present, **with no deadline**	CT-097: 28/02/2027 · CT-152: 2029	Short clause at renewal for CT-097; simple amendment for CT-152
CT-204 — recruitment services	The provider operates the screening tool; **the contract does not say who answers for what**	**31/01/2027**	**Long form**, at renegotiation

The recommended sort, quantified: 3 contracts fall due within eight months — the short clause rides in with the renewal, with no negotiation opened. For the **other 4**, a simple amendment is enough. **The recruitment contract is the only one that calls**

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for a real renegotiation, and its 31 January 2027 expiry makes it the natural starting point.

Draft clause — short form, four lines

"*The Supplier shall deliver to the Client, upon release of each version and no later than thirty (30) days before it enters service, the technical documentation of the component supplied. The Supplier shall notify the Client in writing, within the same period, of any version change, any substantial modification of the component and any new usage restriction. The Client may refuse to bring into service any version whose documentation has not been delivered. Documents delivered under this article shall be retained by the Client for the term of the contract and five (5) years thereafter.*"

The wording is that of the client's own contracts, not of a generic template: the **last 12 signed amendments** were read to reuse their phrasing, their usual notice periods and the way they name the parties. **A clause that speaks a different language from the contract receiving it gets negotiated twice** — once on substance, once on form.

Long form — what it adds for CT-204

Point added	Why it is needed here
Allocation of roles between the parties	The provider operates the tool; the client remains answerable to the candidates
Information of the people concerned	Requirement EX-04 is performed at the point of contact, which the provider holds
Logging and handover of logs	Requirement EX-03 requires the client to hold logs it does not produce itself
Human oversight and review route	Requirement EX-08 expects a named arrangement, not a principle
Reversibility and data return	So that the end of the contract does not make the evidence disappear

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Draft clause reviewed on _____ by _____ · role _____

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