

## Presenter's credentials

The popular course has been designed, and will be run, by Mark Anderson. His credentials are:

**Solicitor:** He is a practising solicitor, who is recommended in Chambers Directory 2012 for both life science transactions and intellectual property (IP). He is recommended in the international guide, IAM Licensing 2011/12, as a leading UK lawyer in the field of IP licensing.

**Author on contract drafting:** He is the author or co-author of 7 practitioner texts on contract drafting subjects, published by OUP, LexisNexis, Tottel and Law Society Publishing. These include:

*Drafting and Negotiating Commercial Contracts (2<sup>nd</sup> edn, Bloomsbury, 2007)*. 'It is one of the best, if not the best, texts on the principles of commercial drafting... The material is extremely well written and accessible.' (Student Law Journal).

*Execution of Documents (2<sup>nd</sup> edn, Law Society, 2008)*. "This is, for a highly technical law book, a riveting read. Keep it on your shelves and you'll be confident that you will have the answer to most issues about how to make a legal document work." (New Law Journal)

*A-Z Guide to Boilerplate and Commercial Clauses (2<sup>nd</sup> edn, Bloomsbury, 2006)*. 'An extremely useful reference work, the book will be of great benefit to in-house counsel drafting commercial contracts' (the In-House Lawyer). '[The book] is very useful and I hope that it will reach a wider audience.' (His Honour Humphrey Lloyd QC, The International Construction Law Review).

**Draftsman:** He and his colleagues have drafted hundreds of precedents for commercial contracts, which have been published by OUP, LexisNexis and others. Their latest project is a 1,500-page loose-leaf comprising precedents and associated commentary on international life science agreements. As General Editor, Mark has coordinated commentary from commercial lawyers in 7 countries, including the UK, US, Germany and France. This has provided him with detailed insights into drafting issues in several common law and civil code jurisdictions.

**Trainer:** He has run CPD courses on contract drafting subjects for the last 10 years.

## Course details

**Duration:** The course will provide the equivalent of 6 hours CPD.

**Price:** The course fee is £350 plus VAT per person. The price includes course materials, a light lunch, coffee and tea. 10% discount if two or more people attend from the same organisation.

We can arrange in-house courses for a fixed price at your premises, for between 5 and 20 people. We usually price these on the basis that the client arranges and pays for copying of course materials and the provision of a conference room, lunch, coffee and tea. Please ask for further details. For example, an in-house course within 100 miles of our offices would cost in the region of £1,750 plus VAT. This price assumes it is a standard course without 'tailoring' for the client (which we are happy to discuss).

## Location and dates

**Dates and location to be confirmed; the last course was held at Faculty of Laws, UCL, London (close to Euston Station).**

For further information about us, please visit our website at [www.andlaw.eu](http://www.andlaw.eu). Please register your interest in attending one of our courses by contacting Mark Anderson at:

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# Drafting and understanding 'legal' provisions in contracts: warranties, indemnities, liability, dispute resolution and boilerplate clauses

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# Drafting and understanding 'legal' provisions in contracts: warranties, indemnities, liability, dispute resolution and boilerplate clauses

This popular, one-day course provides training and practical exercises in the drafting of "legal" terms in contracts. In the morning, we focus on warranties, indemnities and limitation of liability. In the afternoon we focus on law and jurisdiction, entire agreement, interpretation, third party rights, and a selection of other boilerplate clauses.

All terms in contracts are "commercial" in the sense that a commercial decision needs to be taken as to whether they are acceptable. In practice, some terms are regarded as core to the commercial deal – eg the performance of work, the grant of rights, and payment – while others are regarded as secondary. In the latter category are those "legal" terms which tend to be negotiated by lawyers and specialist contract negotiators because they raise difficult issues of law and practice.

This course focuses on why legal clauses are needed, what they mean, and how they are drafted. The legal context of the clause, including statute and case law, is considered as part of the discussion. The course also considers common drafting mistakes and how to avoid convoluted drafting.

## Who should attend?

This workshop is designed for people (lawyers, commercial managers and others) whose job involves contract drafting or review, and would like to increase their knowledge of the detailed wording of "legal" clauses in contracts. The course assumes that attendees have at least a basic understanding of contract law and practice.

*Please note:* this is a course on drafting issues in relation to legal clauses, with examples, exercises and practical case studies. Students should leave the course with a better understanding of why the clauses are important, and the key drafting issues that arise. The course also discusses some negotiating issues that crop up when reviewing the clauses, although this is not the primary purpose of the course. It is not a course on contract law, nor does it attempt the impossible task of telling you what contract risks your organisation should find commercially acceptable. These points may seem obvious, but past experience suggests they need to be made explicitly.

## Other courses you may want to attend

We run public courses on related subjects, including:

- Introduction to contracts
- Advanced-level workshop on contract drafting
- Masterclass on technology licensing
- Masterclass on research collaboration agreements
- Business law for entrepreneurs

We can also provide these and other tailored, in-house courses for your team. Please ask Mark Anderson for further details.

## Preparation for the workshop?

Although not essential, attendees may find it helpful to read the following practitioner texts as preparation for the workshop:

- *Drafting and Negotiating Commercial Contracts*, by Mark Anderson (2nd edn, Bloomsbury, 2007)
- *A-Z Guide to Boilerplate and Commercial Clauses*, by Mark Anderson (2nd edn, Bloomsbury, 2006)

## Programme

9.30	<b>Introduction to today's course</b>	Why are legal clauses needed, why do they seem so complicated?
9.45	<b>Drafting and understanding warranties, indemnities and limitations of liability</b>	Understanding what the terms mean and how they are used Some detailed aspects of warranties and indemnities, including drafting practice Limiting liability, including direct and indirect losses
11.00	<b>Coffee</b>	
11.15	<b>Drafting and understanding warranties, etc, continued</b>	
12.00	<b>Practical exercises; discussion of answers</b>	
12.45	<b>Lunch</b>	
13.45	<b>Boilerplate clauses</b>	Law and dispute resolution      Best and reasonable endeavours Entire agreement                      Termination Assignment and novation              Third party rights Force majeure Interpretation
15.15	<b>Tea</b>	
15.30	<b>Boilerplate clauses, continued</b>	
16.00	<b>Workshop on warranties</b>	
17.00	Close of course	

## Comments from previous attendees

Mark designed and ran a similar course for a commercial conference organiser, several times a year for ten years, until the course organiser withdrew from public courses. The most recent feedback we received from that earlier course included the following comments:

- *Excellent speaker. Very well explained – easy to follow and understand*
- *Very useful course. Of particular relevance to me were refs/comparisons to other jurisdictions, especially the USA. Unexpected and refreshing for an English law course.*
- *Excellent presentation, speaker and exercises. The best [name of organiser] course I have attended.*

(Average score [10 questionnaires] for speaker presentation, technical content and documentation: 4.9 out of 5)