

LRC Research Training

Contract Drafting Fall 2026

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Today's class will cover:



- How to find high-quality contract templates and other drafting guidance in legal databases
 - Bloomberg Law
 - Lexis Practical Guidance
 - Thomson Reuters (Westlaw) Practical Law
 - CEB OnLaw Pro
- How to incorporate generative AI tools for drafting
 - Bloomberg Law Draft Analyzer and Clause Adviser (M&As)
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Hypothetical



Your client, BrightPath Learning, LLC, is an online education company in California. BrightPath wants to hire a subject-matter expert to create and teach an online course. You are asked to draft the terms of this agreement.

In conversation with the client you have learned:

- The client is particularly concerned about **employee-status claims**.
- The client wants to **retain intellectual property rights** to the course material.

Where to begin?

Finding templates and guidance



Law firm precedent document collections

Forms/sample contracts and guidance

- Bloomberg Law (forms & analysis)
- Lexis Practical Guidance (forms & analysis)
- Thomson Reuters (Westlaw)—
Practical Law (forms & analysis)
- CEB OnLaw Pro (CA-specific; forms & analysis)
- Other fee-based legal websites
(often include forms only)

Quality free sources

- Print books at the LRC (and other law libraries)

Issues to think about

- Author/creator
- Age of materials
- Contract style/clauses
- Content
- Jurisdiction
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☐ 1. **Independent Contractor Agreement**[Clean Version](#)

Sample Agreement, Employment

Independent Contractor Agreement **Independent Contractor Agreement** **Editor's Note:** This agreement can be used when a corporate client seeks advice about retaining **independent contractors** and avoiding employee-status claims.

[Show more extracts](#) ▾☐ 2. **Worker Classification**[Clean Version](#)

Sample Agreement, Employment

For purposes of determining whether a worker is an employee or truly an **independent contractor** under the Fair Labor Standards Act (FLSA), courts apply a multifactor test focused on the economic realities of the work arrangement. Workers who are economically dependent on the employer, regardless of skill level, are employees covered under the FLSA. **Independent contractors**, in contrast, are workers who are economically **independent** and who operate a business of their own.

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ement

[Clean Version](#)

Sample Agreement, Employment

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TABLE OF CONTENTS

1.01. This **Independent Contractor** Agreement ("Agreement") is entered into by and between *[insert company name and address]* ("Company") and *[insert contractor name and address]* ("**Contractor**"), an **independent contractor**, this _ day of ___, 20_ in consideration of mutual promises made herein as follows:

✓

Employment, Sample Agreement - Independent Contractor Agreement

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2.01. The services that Contractor agrees to perform are as follows: *[describe contractor services in as much detail as possible and in quantifiable measure]*

2.02. Contractor will determine the method, details, and means of performing the above described services.

2.03. Contractor enters into this Agreement, and shall remain without interruption throughout the term of this Agreement, an independent Contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of Company while this Agreement is in effect and the parties hereby signify their express intention to this effect. Contractor shall not be controlled by Company as to the specific details or manner of the services, it being understood that Company's intent is the results achieved by Contractor. Contractor is not entitled to the rights and privileges of employment that are extended to Contractor's employees, including sick leave, annual leave, holiday leave, disability or unemployment insurance, medical insurance, workers' compensation, severance, or any other employment benefit. In the event Contractor becomes eligible to participate in any Company benefit program or plan, Contractor hereby waives any right to participate in any such program or plan. Such waiver is not dependent on Contractor status as an independent contractor.

2.04. Contractor retains the right to provide services to others.

ARTICLE III. FEE FOR SERVICES

3.01. In consideration for the services to be performed by Contractor, Company agrees to pay Contractor the sum of ____dollars (\$____) upon completion of the work to be performed. Contractor bears any and all liability for employment taxes on any fees received under this Agreement.



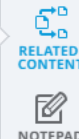
Practice Pointer: Avoid payment by the hour, day, or week. Pay by the project or task.

ARTICLE IV. CONTRACTOR EXPENSES

4.01. The Contractor shall bear all expenses incurred by the need for and hiring of assistants, employees, or subcontractors that Contractor deems necessary to perform services that Contractor has agreed to perform under this Agreement. Company will not control, direct, or otherwise supervise Contractor's assistants, employees, or subcontractors in the performance of such services.

4.02. Contractor is responsible for providing, at Contractor expense, disability insurance, unemployment insurance, medical insurance, workers' compensation, and/or workers' compensation insurance for Contractor's employees and agents.

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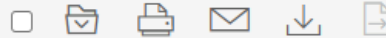
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1 ☐**Independent Contractor Agreement (Pro-service Provider)**

Template | Non-jurisdictional

... 2024 PG LEXIS 31199 **Independent Contractor Agreement** (Pro-service Provider) This template is an **independent contractor agreement** between an **independent contractor** and the party for whom the **independent contractor** will perform specified services. This template includes practical guidance, drafting notes, and alternate and optional clauses. This template has been drafted with terms that favor the **contractor**/service provider. The terms preferential to the **contractor** include, among other things...

2 ☐**Independent Contractor Agreement (Pro-service Recipient)**

Template | Non-jurisdictional

... 2016 PG LEXIS 31032 **Independent Contractor Agreement** (Pro-service Recipient) This template is an **independent contractor agreement** between an **independent contractor** and the party for whom the **independent contractor** will perform specified services (the client). This template contains practical guidance, drafting notes, and alternate and optional clauses. This template has been drafted with terms that favor the client receiving the services and is intended for private employers. It has not been...

3 ☐**Independent Contractor Agreement (Pro-service Recipient) (CA)**

Template | California

... 2016 PG LEXIS 31366 **Independent Contractor Agreement** (Pro-service Recipient) (CA) This



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Independent Contractor Agreement (Pro-service Recipient) (CA)

► Summary

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This **agreement** for performance of services ("**Agreement**") is made on [date] (the "Effective Date"), between [person or firm engaging **independent contractor**'s services] ("**Client**"), with a principal place of business at [address], and [**Independent contractor**] ("**Contractor**"), an **independent contractor**, with a principal place of business at [address].

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contractor status. For further guidance, see [Independent Contractor Tests and Risks of Worker Misclassification](#) and [Independent Contractors State Practice Notes Chart](#).

Contractor shall devote such working time and attention to the performance of the Services as required to satisfy all duties and responsibilities of **Contractor** in finishing the assignment.

Contractor agrees to devote a minimum of [number] hours per [day/week/month] to performing the Services.

– Drafting Note

Drafting Note to Section 1.2, Second Paragraph

Although **Contractor** is solely in charge of methods and performance of services, the Client can still demand due attention, successful completion, compliance with applicable laws, and compliance with Client's policies while on site or interacting with others on behalf of Client. Clients should be careful to limit site access and interaction with Client constituents to an "as necessary" basis. The IRS and DOL look at location of work as a factor in determining whether there is an employee/employer relationship or **independent contractor** relationship. A **Contractor** should work onsite only if necessary. Although the Client should not require the **Contractor** to work on a particular schedule where it can be avoided, the **Agreement** should require the **Contractor** to dedicate a minimum amount of time to performing the covered services. For further guidance, see [Independent Contractor Tests and Risks of Worker Misclassification](#) and [Independent Contractors State Practice Notes Chart](#).

Clients should make sure that demanding compliance with company policies and regulations does not create an employment relationship in their state. Most states accept that in these limited situations, there is an interest in supporting work policies designed to protect ethics, office conduct, health and safety and other work-related concerns. Clients need to understand to what extent their state laws allow them to enforce policies on a **Contractor**.

Contractor shall perform [his/her/its] obligations hereunder in compliance with the terms of this **Agreement** and any and all applicable laws and regulations. If necessity requires **Contractor** to perform any Services on Client's property or requires **Contractor** to interact with any of Client's employees, customers, vendors, affiliates or members of the general public, **Contractor** shall comply with all of Client's policies and regulations.

ARTICLE II. Term of Contract

2.1. This **Agreement** will become effective on the Effective Date and will continue in effect until the Services provided for in this **Agreement** have been performed to Client's reasonable satisfaction.

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☐ > 1. **Independent Contractor/Consultant Agreement (Pro-Client)**

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An Independent contractor agreement between an Individual Independent contractor (a self-employed Individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company and is based on federal law. State and local law may impose different or additional requirements on Independent...

...For a more detailed discussion of Intellectual property clauses in **independent contractor agreements**, see Standard Clauses, IP Rights Clauses for **Independent Contractor/Consultant Agreements** and Practice Note, Intellectual Property: Employees and **Independent Contractors**: IP Rights Provisions for Employee and **Independent Contractor Agreements**....

...State and local law may impose different or additional requirements, including language that must be included in **independent contractor agreements**. Companies engaging **independent contractors** should consider applicable state and local law with this Standard Document. For more information on state law requirements for **independent contractors**, see **Independent Contractors**: State Q&A Tool and **Independent Contractor**...

☐ > 2. **Independent Contractor/Consultant Agreement (Pro-Client) (CA)**

Standard documents • Maintained • California

Automated document



A California-compliant Independent contractor agreement between an Individual Independent contractor (a self-employed Individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company. This Standard Document has integrated notes with important explanations and drafting tips.



Independent Contractor/Consultant Agreement (Pro-Client) (CA)

by Practical Law Labor & Employment

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A California-compliant **independent contractor agreement** between an individual **independent contractor** (a self-employed individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company. This Standard Document has integrated notes with important explanations and drafting tips.

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Note: Read This Before Using Document



[**INDEPENDENT CONTRACTOR NAME**]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[DATE]

Dear [**INDEPENDENT CONTRACTOR NAME**],

This letter **agreement** (this "**Agreement**") sets forth the terms and conditions whereby you agree to provide certain services (as described in Schedule 1) to [CLIENT COMPANY NAME], with offices located at [ADDRESS], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the "**Company**").

1. Services.

1.1 The Company engages you, and you accept such engagement, as an **independent contractor** to provide certain services to the Company on the terms and conditions set forth in this **Agreement**.

1.2 You shall provide to the Company the services listed on Schedule 1 (the "**Services**").



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Independent Contractor/Consultant Agreement (Pro-Client) (CA)

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- [Practice Note, Independent Contractor Classification.](#)
- [Evaluating and Engaging Independent Contractors Checklist.](#)
- [Standard Document, Questionnaire to Determine Independent Contractor Status Under the FLSA.](#)

For information on reporting and other payment obligations, see [Practice Note, Managing Independent Contractors Under California Law.](#)

Use Employment Counsel to Customize Independent Contractor Agreement

Especially in light of [A.B. 5](#)  and [A.B. 2257](#) , companies are strongly encouraged to seek the advice of California employment counsel to discuss whether they may legally engage an individual as an independent contractor because of:

- The complexities of California independent contractor law.
- The application and intersection of differing independent contractor tests applied by the federal or state agency for wage and hour, tax, [workers' compensation](#), and other purposes.

Employment counsel should customize an independent contractor agreement to suit the unique situation because the company should, for example:

- Specify the facts that support the company's position that the individual is an independent contractor either under:
 - the three-prong ABC test ([Cal. Lab. Code §§ 2775 and 2785](#); see [Drafting Note, A.B. 5 Codifies and Extends Dynamex's ABC Test](#)); or
 - one of the ABC test exceptions, where the test under *S.G. Borello & Sons, Inc. v. Dep't of Indus. Relations (Borello)* generally governs ([Cal. Lab. Code §§ 2776 to 2784](#); see [Drafting Note, California Tests for Independent Contractor Classification](#)).

For more information, see [Practice Note, Legal Tests for Independent Contractor Classification Under California Law: A.B. 2257 Significantly Amends A.B. 5 and Applicability of Borello to Certain Occupations and Relationships.](#)

- Evaluate the company's need to acquire the necessary and appropriate [intellectual property](#) rights arising from the services of their independent contractor, while balancing the risk of the individual being deemed a statutory employee under California law (see [Drafting Note, Intellectual Property Rights](#)). The assignment provision provided under Section 5.1 of this Standard Document is a conservative approach to avoid having the independent contractor deemed an employee, but allows the independent

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\$4.40 I. Form: Preamble, General Conditions

PRACTICE GUIDES in [Drafting Employment Documents for California Employers](#)

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made as of __[date]__, between __[contractor's name]__, an independent contractor ("Contractor"), and __[principal's name]__ ("Company").

\$17.38 I. Form: Social Media Influencer Independent Contractor Agreement

PRACTICE GUIDES in [Internet Law and Practice in California](#)

Comment: If the Social Media Influencer Independent Contractor Agreement is directly with an individual talent, as opposed to a media agency, then this release is not necessary.

This Statement of Work ("SOW") is entered into as of the date of the last signature below (the "SOW Effective Date") by and between __[name of company]__ ("Company") and __[name of consultant]__ ("Consultant"), and is subject to the terms of the Social Media Influencer Independent Contractor Agreement entered into by the parties on __[date]__, 2020 ("Agreement").

STEP 31. Draft Agreement Between Principal and Independent Contractor

ACTION GUIDES in [Working With Independent Contractors, Leased Workers, and Outsourcing](#)

AGREEMENT BETWEEN PRINCIPAL AND INDEPENDENT CONTRACTOR

Draft an agreement that increases the defensibility of an independent contractor relationship:

\$4.30 f. Form: Trade Secrets and Confidential Information: Confidentiality Obligation

PRACTICE GUIDES in [Drafting Employment Documents for California Employers](#)

To protect trade secrets and confidential information, it is essential to include a comprehensive confidentiality provision, such as the one above, in the independent contractor agreement.

d. After termination of this Agreement, Sales Agent shall not directly or indirectly, or by action in concert with others, use unlawful or unethical means to induce or influence, or seek to induce or influence, any person who is engaged by Company as an employee, agent

Secondary Sources

Employment Law

- ▶ Advising California Employers and Employees
- ▶ California Wage and Hour: Law and Litigation
- ▼ Drafting Employment Documents for California Employers

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4 Independent Contractors

§4.1 I. INTRODUCTION TO INDEPENDENT CONTRACTORS

In California, a person who performs services for compensation for another (the principal) can be either an employee or an independent contractor. The principal-independent contractor relationship differs in both nature and consequences from an employer-employee relationship. An employer has certain control rights and a multitude of obligations regarding an employee that are not part of a principal-independent contractor relationship. Further, although employees are entitled to a variety of benefits and protections afforded by various laws, such as unemployment benefits, workers' compensation, and unpaid leave, independent contractors are not entitled to any such benefits based on the performance of services for the principal.

Whether a person is an employee or independent contractor is determined under three primary tests: the common law control test (see §§4.2–4.3), the ABC test (see §4.3A), and the economic realities test (see §§4.4–4.5). The common law control test (also referred to as the usual common law rules) is used for federal tax purposes as well as for statutes that do not expressly apply a different standard. The ABC test is used for wage and hour, workers' compensation, and state unemployment tax purposes in California. The economic realities test is used for most federal employment laws that are intended to protect workers' rights, such as the Fair Labor Standards Act of 1938 (FLSA) (29 USC §§201–219) and the Family and Medical Leave Act of 1993 (FMLA) (29 USC §§2601–2654), or laws intended to prevent discrimination, such as Title VII of the Civil Rights Act of 1964 (42 USC §§2000e–2000e–17). As a practical matter, however, all tests look at the same general facts and circumstances to determine the scope of the relationship and the nature of the worker's services. See

California Wage and Hour: Law and Litigation

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§4.37 5. Form: Miscellaneous Provisions, Signatures

▶ C. Sample Confidentiality and Intellectual

4 Independent Contractors

Drafting Employment Documents for California Employers

§4.33 1. Form: Preamble, General Conditions

[Click to Download Form](#)

For your convenience, the form text in §4.33 through §4.37 is contained in a single file. Downloading any one of the included sections will download all these sections.

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made as of _ _[date]_ _ , between _ _[contractor's name]_ _ , an independent contractor ("Contractor"), and _ _[principal's name]_ _ ("Company").

Company and Contractor mutually agree to the following terms and conditions:

I. GENERAL CONDITIONS

A. *Term of Agreement.* Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall be from _ _[date]_ _ , to _ _[date]_ _ . This term may be renewed for not more than 2 additional periods of _ _[state length of renewal periods, e.g., 3 months]_ _ by agreement of the parties in accordance with Section VI.B. below. This Agreement is terminable on 30 days' written notice by either Contractor or Company.

B. *Governing Law.* This Agreement shall be construed under the laws of the State of California.



Hypothetical

Your client, BrightPath Learning, LLC, is an online education company in California. BrightPath wants to hire a subject-matter expert to create and teach an online course. You are asked to draft the terms of this agreement.

In conversation with the client you have learned:

- The client is particularly concerned about **employee-status claims**
- The client wants to **retain intellectual property rights** to the course material

Where to begin?

Which template would you choose to use as a starting point for drafting the BrightPath independent contractor agreement? Consider jurisdiction, avoiding employee-status claims, and intellectual property rights.

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Selected ABA Model Agreements

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- ☐ Agency Agreements
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 - ☐ Asset Purchase Agreements (Energy & Natural Resources)
 - ☒ Asset Purchase Agreements (Intellectual Property)
 - ☐ Asset Purchase Agreements (Purchase of Business)
 - ☐ Asset Purchase Agreements (Real Property)
 - ☐ Asset Purchase Agreements (Section 363)
 - ☐ Asset Purchase Agreements (Specific Assets)
- ☐ Assignments & Assumptions
- ☐ Bear Hug Letters
- ☐ Bills of Sale

x Asset Purchase Agreements (Intellectual Property)

Create Alert

Add Search to Dashboard

Clear All

Search

Example: IP Asset Purchase

Transactional Precedents



Asset Purchase Agreement

CLAUSE OUTLINE

Run Draft Analyzer

Exhibit 6.4

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 14th day of January 2025 (the "**Agreement**"), effective as of the 1st day of January, 2025 (the "**Effective Date**"), by and between Brian Kennedy Seals, on behalf of his publishing designee (Uneek Music, LLC and currently Absolutely Classik Music and any other affiliated entity(ies) having rights designed to the Compositions covered hereunder) (individually and on behalf of his present and future music publishing designees (individually and collectively hereafter, "**Writer**" or "**Seller**"), whose address is 6803 Firmament Avenue, Van Nuys, CA 91406, and MUSICOW US IP, LLC, a [Delaware corporation] ("**Purchaser**"), which has a business address at 345 N. Maple Drive, Suite 210, Beverly Hills, CA 90210.

I. Each of the musical compositions, to the extent written, composed, created, conceived, owned, controlled and/or acquired, in whole or in part, by Seller, which musical compositions are listed on Schedule "A" attached hereto and incorporated herein by this reference, to the full extent of Writer's entire creative contribution thereto and/or Writer's ownership interest therein (which shall in no event be less than Writer's percentage ownership interest in each such musical composition as specified in Schedule "A"), shall be individually referred to hereinafter as a "**Composition**" and collectively referred to hereinafter as the "**Compositions**."

II. Seller owns and controls one hundred percent (100%) of all right, title and interest (including, without limitation, the copyrights and all administration rights therein and thereto) in and to each Composition throughout the universe.

III. Subject to the terms of this Agreement, Purchaser desires to acquire and Seller desires to sell: (1) a one hundred percent (100%) ownership interest in, and exclusive administration rights in and to a one hundred percent (100%) interest, all of Seller's present and future right, title and interest throughout the universe in and to each and every Composition, and (2) all of Writer's exclusive administration rights therein, and (3) one hundred percent (100%) of the Writer's publisher's share of income from the Compositions (referred to hereafter as the "**Writer's Share**"), including without limitation, all right, title and interest in and to the entire share of all money or consideration, or any portion thereof, whether received by Purchaser on or after the Effective Date (regardless of when earned), from or related to any Composition, and from any and all sources, including, without limitation, performance, mechanical, synchronization, print, digital and any and all other income sources, both domestic and non-domestic, whether now known or hereafter devised, and expressly including without limitation, the Writer's Share of: (x) performance income from BMI/SESAC/ASCAP or any other performing rights organization, and (y) "small" public performance monies derived from the exploitation of any Composition. All right, title and interest in and to the Compositions that Purchaser desires to acquire and Seller desires to sell as set forth in this Paragraph III, including without limitation, the Writer's Share, are individually

GENERAL INFO

×

GENERAL INFO

PARTY INFO

NOTEPAD

EDGAR Filing

Drafting Guidance

Asset Purchase Agreements

Document Date

N/A

Governing Law

California

Document Type

Asset Purchase Agreements

Document Subtype

Asset Purchase Agreements
(Intellectual Property)

Transaction Type

Copyright Deals

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☐ Select All  Edit Search   Add to☐ 1. Market Standard Clauses for Asset Purchase Closing Conditions

Sample Clause, M&A

Market Standard Clauses for Asset Purchase Closing Conditions **Editor's Note:** The table below contains links to Asset Purchase Agreement Market Standard Clauses, powered by Bloomberg Law's Draft Analyzer tool. It then clusters the individual clauses of that type based on textual and semantic similarity.

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Sample Clause, M&A

Market Standard Clauses for Merger Miscellaneous Provisions **Editor's Note:** The table below contains links to Merger Agreement Market Standard Clauses, powered by Bloomberg Law's Draft Analyzer tool. Draft Analyzer's proprietary algorithm determines the market standard by first extracting individual clauses of a given type from agreements filed as exhibits in the SEC's EDGAR database.

[Show more extracts](#)☐ 3. Market Standard Clauses for Merger Closing Conditions

Sample Clause, M&A

Market Standard Clauses for Merger Closing Conditions **Editor's Note:** The table below contains links to Merger Agreement Market Standard Clauses, powered by Bloomberg Law's Draft Analyzer tool. Draft Analyzer's proprietary algorithm determines the market standard by first extracting individual clauses of a given type from agreements filed as exhibits in the SEC's EDGAR database.

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M&A, Clause - Market Standard Clauses for Asset Purchase Closing Conditions

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Market Standard Clauses for Asset Purchase Closing Conditions

Editor's Note: The table below contains links to Asset Purchase Agreement **Market Standard Clauses**, powered by Bloomberg Law's **Draft Analyzer** tool. It then clusters the individual clauses of that type based on textual and semantic similarity. The market standard we display is generated from the most standard clause within the largest identified cluster (i.e., the clause most similar to all of the other clauses within that cluster).

Market Standard Clauses for Asset Purchase Closing Conditions	
Assignment and Assumption Agreement	No Injunctions
Closing Deliveries	No Material Adverse Effect
Closing Documents	Officer's Certificate

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- ☐ \$0M - \$10M (76)

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Market Standard

Section No Material Adverse Effect. Between the date hereof and the Closing Date, there shall not have occurred any Material Adverse Effect or any development that reasonably may be expected to result in a Material Adverse Effect.

Clauses: 636

 Hide Details

Semantic Similarity	Document Type	Parties	Law Firm(s)
	Asset Purchase Agreements (Purchase of Business)	Texas Petrochemicals LP	Akin Gump Strauss Hauer & Feld LLP In-House Counsel

(e) No Material Adverse Effect. Between the date hereof and the Closing Date, there shall not have occurred any Material Adverse Effect or any development that reasonably may be expected to result in a Material Adverse Effect.

Individual Clauses

Asset Purchase Agreements (Purchase of Business)	Clean Energy	Morrison & Foerster LLP
--	--------------	-------------------------

(d) No Material Adverse Effect. No event that has had, or could reasonably be expected to have, a Material Adverse Effect on Company or the Business shall have occurred since the date hereof.

Exercise:

Find a merger agreement in Bloomberg's Transactional Precedents collection involving insurance companies.

In what other ways can you filter results?

Bloomberg Draft Analyzer and Clause Adviser Demo



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M&A Purchase Agreements

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Help
Desk

Generative AI Tools for Drafting

How do Gen AI tools work?

- Gen AI tools that produce text use large language models (LLMs) to predict what each word of a response should be based on training. This makes them particularly well-suited for tasks like legal drafting.
- Gen AI tools based in existing legal research platforms offer retrieval augmented generation (RAG), links to trusted sources, and confidentiality

Gen AI Drafting Tools



Web-based general purpose tools like ChatGPT are not recommended for client work. Why?

What is Gen AI good at?

- Summarizing
- Comparing
- Helping with brainstorming
- Recognizing patterns
- Adjusting tone or emphasis
- Spotting (some, but not all) errors

What is Gen AI *not* good at?



- Understanding context and nuance
- Researching state law or updating state templates
- Replacing an attorney's judgment

You must carefully check and evaluate all AI-generated output!

Gen AI Drafting Tasks



- Compare an original to a new draft, or a term sheet to a final agreement
- Draft a new clause
- Rewrite a clause to be mutual/neutral or to favor one party
- Simplify archaic language without changing legal effect
- Check an agreement against firm playbook or precedent database
- Summarize agreements in plain language for clients; draft client correspondence

Gen AI Drafting Tools



Lexis Protege

Westlaw CoCounsel

- Both Lexis and Westlaw utilize several LLMs and offer RAG using primary materials and selected copyrighted secondary sources from the database

Bloomberg Law: Draft Analyzer and Clause Advisor

Harvey: Log in at Harvey.ai with your USD credentials

- For drafting workflows, user must upload templates, playbooks, precedents, etc.

Gen AI Drafting Tools



- Custom AI tools that leverage firm document management systems (DMS), licensed content, and AI to create more tailored drafting results
- Microsoft Word plug-ins (e.g., Lexis Create, Westlaw Co-Counsel Drafting, Spellbook AI, Harvey for Word)

Generative AI and Drafting



At this time generating an entire document from a prompt alone is still not an effective use of generative AI

Generative AI and Drafting



Vaults

- Collections of documents you upload and use in the AI tool
- Upload template, precedents, playbooks, then prompt tool to draft a document

Workflows

- Repeatable multi-step AI tasks requiring input from user
- E.g., draft a contract from a template, redline a contract

Harvey demo



- Prompting using a Harvey “vault” containing precedent documents
- Using Harvey’s “Draft with Template” workflow

LRC Guide to Generative AI Tools for USD Law Students

Final takeaways

Recommended sources for templates: Bloomberg Drafting Tools, Bloomberg Precedent Document Collection, TR Practical Law (Westlaw), Lexis Practical Guidance, CEB OnLaw Pro

Generative AI tools are improving rapidly. Know when to use them efficiently, and when other tools are more effective. Be sure to ground your drafting prompts in trusted sources.

Generative AI cannot replace the judgment of an attorney.

Books and Treatises on Contract Drafting

Books



KENNETH A. ADAMS, A MANUAL OF STYLE FOR CONTRACT DRAFTING;
LRC Reading Room [KF807 .A33 2017](#)

LENNÉ EIDSON ESPENSCHIED, CONTRACT DRAFTING: POWERFUL
PROSE IN TRANSACTIONAL PRACTICE;
LRC Reading Room [KF807 .E84 2019](#)

GEORGE W. KUNEY & DONNA C. LOOPER, LEGAL DRAFTING IN A
NUTSHELL; available electronically via [West Study Aids](#)

TINA L. STARK, DRAFTING CONTRACTS: HOW AND WHY LAWYERS DO
WHAT THEY DO; LRC Reading Room [KF807 .S73 2014](#)

Treatises and practice guides



DAVID C. BURGESS ET AL., DRAFTING BUSINESS CONTRACTS: PRINCIPLES, TECHNIQUES, & FORMS; available electronically via [CEB OnLaw Pro](#)

ROBERT A. FELDMAN & RAYMOND T. NIMMER, DRAFTING EFFECTIVE CONTRACTS: A PRACTITIONER'S GUIDE ([Westlaw](#))

VLADIMIR R. ROSSMAN & MORTON MOSKIN EDS., COMMERCIAL CONTRACTS: STRATEGIES FOR DRAFTING & NEGOTIATING ([Westlaw](#))

PETER SIVIGLIA, COMMERCIAL AGREEMENTS: A LAWYER'S GUIDE TO DRAFTING AND NEGOTIATING ([Westlaw](#))

TINA L. STARK ED., NEGOTIATING AND DRAFTING CONTRACT BOILERPLATE ([Lexis](#))

Contact us



Reference Desk hours

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