



Drafting 101 – March 24, 2010; 11:30 AM – 1:00 PM CST

In the second of our four-part series on International Contracting, we will be spotlighting specific contract language and drafting tips. How do you draft key contract provisions relating to indemnification, warranty liabilities, liability limitations, etc., in international contracts? How are boilerplate contractual provisions interpreted in international settings? What pitfalls make international contracting language different from language used in the United States?

1. Key contract provisions:
 - a. Parties
 - b. Assignment
 - c. Conditions precedent
 - d. Duties of the parties
 - e. Environmental matters
 - f. Indemnification
 - g. Independent contractors
 - h. Licenses/IP issues
 - i. Liability
 - j. Payment
 - k. Warranties
 - l. Choice of law and choice of forum
 - m. Remedies

2. Use of standardized clauses –good idea?
 - a. Force Majeure
 - b. Severability
 - c. Waiver
 - d. Notice
 - e. Time is of the essence