



BROOKLYN
VENDOR ASSURANCE™



WHITEPAPER ———

EFFECTIVE POST-

CONTRACT MANAGEMENT

A repeatable and scalable approach to Contract Management for the Modern Enterprise focused on assuring business value Post-Contract.



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Introduction

We recently attended an event focused on Contract and Risk Management. It was a great event; however, it reinforced for our team that whenever there is an event or talk of contract management, it is typically synonymous with the Contract Lifecycle Management (CLM) category. In doing so, majority of the attendees and the agenda will attract a particular crowd.

Typically, in this situation, we see legal-centric attendees focused almost exclusively on pre-contract processes, wanting to discover how to accelerate or result in a more efficient and digitised contract creation process. This is great for those focused on the legal elements of the process. However, in our experience, the more significant challenges we have seen occur after the deal has been signed!

The Unanswered Problem

Over the last decade, the Brooklyn team have been involved with dozens of post-contract implementations, talking with hundreds of prospects and customers. It has arisen that 90% of the significant risks within contract management will either manifest or crystallise Post-Contract when in the delivery stage. The remaining 10% are generally those related to contract issues or ambiguity, where a well-managed and governed post-contract team with clear delivery lines will overcome this.

This results in nearly all the Contract Management events, forums or special interest groups having zero content nor being able to speak with any level of authority on the subject of post-contract delivery.

Ironically, most time is spent post-contract from actioning the contract rather than negotiating and creating the deal. Although all vital steps, the quality of the delivery and beneficial outcomes have the greatest impact on a business.

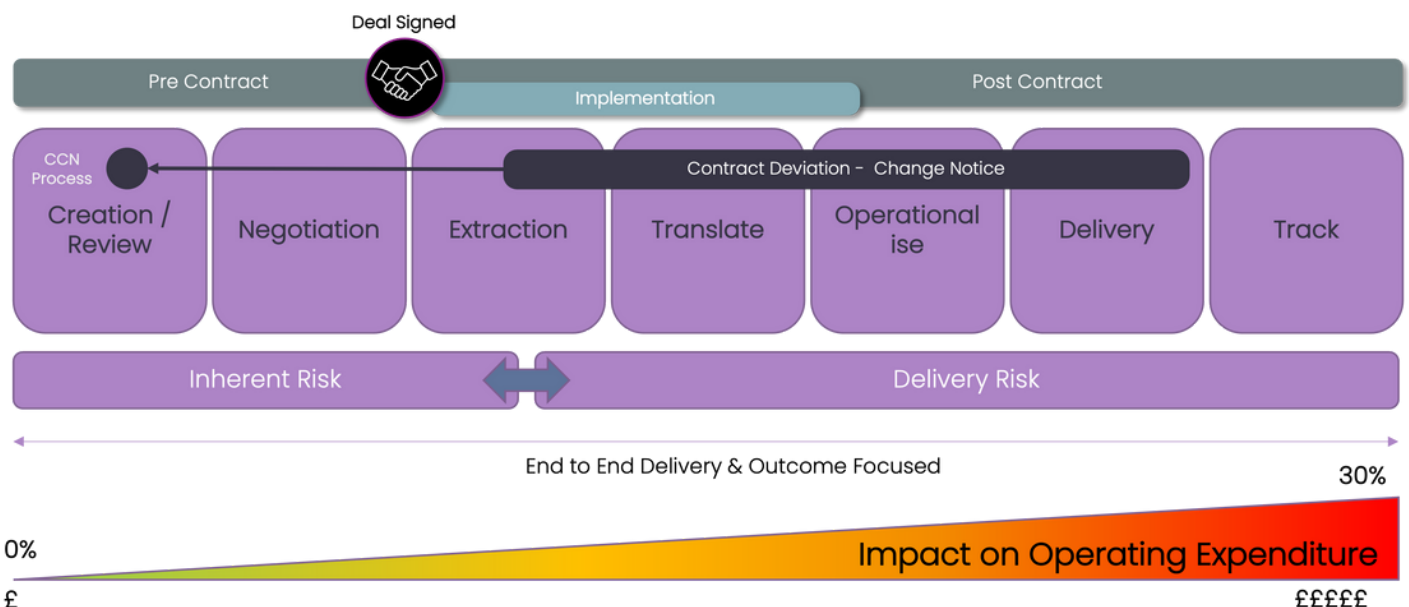
Simplified Contract Process

If we were to break a contract down into the stages that it has to traverse through; from the creation of the clauses all the way through to delivery like a production line, below is how the scope is defined. Covering stages such as Creation, Negotiation, Extraction, Translation, Operationalise and Delivery with robust Reporting.

Lifecycle Aligned

Comparing the following stages against the Contract Lifecycle Management (CLM) structure would identify where activities change from theoretical contract drafting to contract delivery.

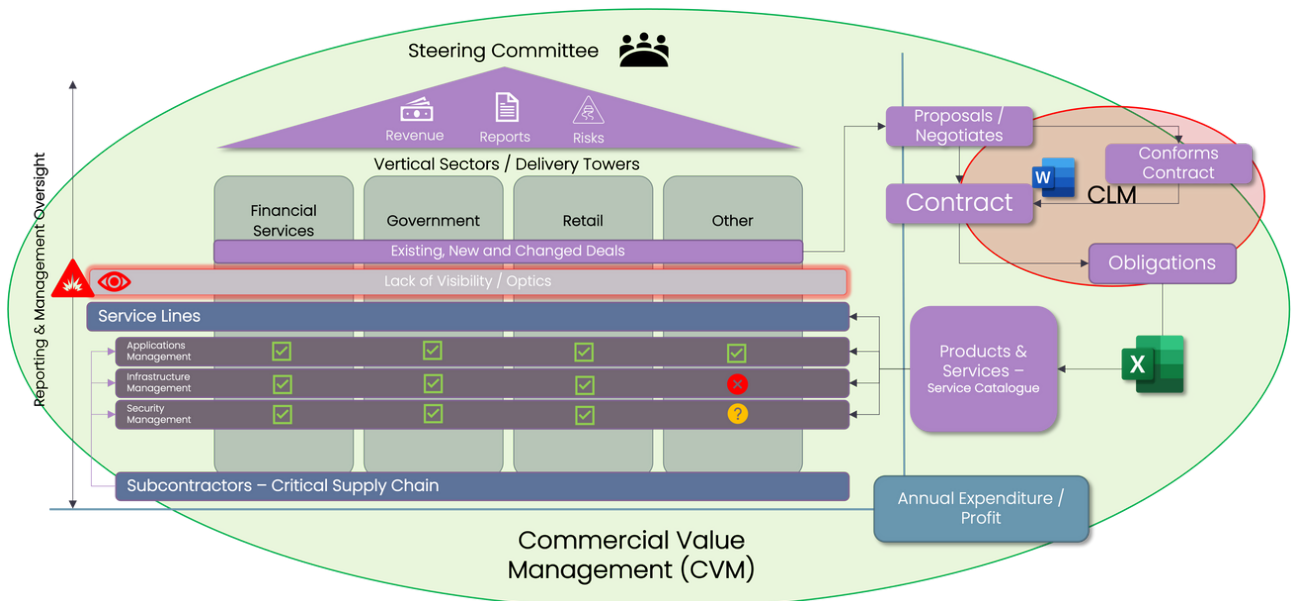
If you fail to plan, you plan to fail. Organisations may be able to tactically still gain value through utilising the pre-contract stage. Without a plan or functioning team, you will lose value through the post-contract delivery stage of a contract lifecycle.



1
Pre-contract
 Creation
 Negotiation

2
Onboarding
 Extraction
 Translation

3
Delivery
 Operationalise
 Deliver
 Report



7 Steps to Contract management

Despite the comparison, all the stages within a contract are vital and not optional. All seven phases are required to obtain success during deal delivery. This whitepaper deep dives into each element, defining what it entails, the expectation and the best owner within the business to conduct each phase.

Throughout each stage, we will provide an overview built up like a process to demonstrate:

- The expected inputs and outputs
- Associated risks of bypassing or substandard completing
- An indication of who within your organisation should be responsible
- Vital metrics to measure the success

Brooklyn has demonstrated this approach with our current customers. We hope you find it useful.



Stage 1 - Creation

Overview

During the pre-sourcing stage; analysing a competitor analysis and awarding a supplier, the entire scope will be presented, discussed, refined and finalised at the end of the creation stage of each of the individual contract clauses. Some clauses are terms and conditions of the arrangements; the others cover what each party needs to complete to ensure the benefits are perceived in manufacturing a successful contract.

It is imperative to ensure each obligation is clear, concise and lacks ambiguity. Utilising a framework such as SMART objectives works with obligation creation.

Ideally, suppliers will build their product and service contracts using a standard contractual framework composed of defined and optimised clauses. If well-balanced and not favouring the supplier or buyer will lead to this stage being relatively quick.



Expected Inputs

- An agreed scope of work and;
- Staged deliverables that the customer requires to meet the scope
- Derived from standard go-to-market supplier-defined capabilities
- The expected benefits



Outputs

- A unique and numbered set of terms
- A unique and numbered set of rights
- Obligations for both the Supplier, the Customer and any Third parties involved in the agreement
- Set of agreed service levels and/or key performance indicators
- Structured timeline from implementation onwards



Associated Risks

- Poorly defined scope resulting in ambiguous deliverables and poor quality contractual clauses
- Inability to manage the contract to or determine a successful result



Responsible

- **Customer:** Business Line / Sourcing Team - articulate the requirements
- **Supplier:** Sales & Pre Sales - define the scope that meets the requirement and draft the clauses



Metrics

- % of requirements covered by clauses
- % of clauses that abide/meet SMART

Stage 2 - Negotiation

Overview

Negotiation is usually associated with the entire contract. This stage refers to the clauses that create comprehensive contractual documents.

Through the Negotiation, the Business and Legal teams will discuss each section of the contract and establish, often referred to as redlines, sidewalk away points or WAP. Redlines are the process of editing a contract when two or more parties are negotiating.

The goal is to produce a single documentation that satisfies the requests of all parties. The term redlining comes from the original, physical method of editing contracts which involved printed papers and red pens. These items are a priority to each party involved in the discussion, with a high risk of the entire deal collapsing if pushed too far or obligations not met.

The discussions can be long and drawn out and generally happen digitally via a process where each side marks up the part of the document where there is contention. Sometimes things require a meeting and getting together to discuss the finer details. Once finalised, the contracts are signed by the relevant authorised signatories.

Expected Inputs



- A set of terms, rights and obligations for the supplier, customer and any third party organisations involved in the contract
- Agreed service levels and/or key performance indicators
- A structured timeline from implementation

Outputs



- All Terms, Rights and Obligations that have been agreed upon / accepted by both sides
- A best and final version of the contract ready for signing

Associated Risks



- Unable to reach an agreed position, the deal collapses
- Ambiguous contract clauses that are difficult to deliver or determine what completion looks like

Responsibility



Customer: Business Line, Sourcing & Legal - Review, amend where required and agree on all contractual clauses, manage change control and redlines

Supplier: Sales & Legal - Review, amend where required and agree on all contractual clauses, manage change control and redlines

Metrics



- % of clauses agreed by both sides
- % of clauses being disputed
- % of clauses to be reviewed
- % of clauses that are still SMART compliant once agreed

Stage 3 - Extraction

Overview

Extraction is often an overlooked stage that can be very time-consuming and mundane. This stage can grow rapidly, depending on the larger and more complex the product/services being provided are.

During Extraction, the contractual document needs to be broken down into its parts and grouped into terms, rights and obligations. As well as defining who within the organisation is responsible for each one. At this phase, it is good to align the clauses to any relevant framework that they relate to. For example, if the clause relates to SOC control or is part of the Security provisions it should be labelled so.

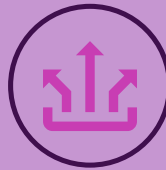
Doing so can be beneficial for future enquires around the contract. For example, if questioned: "How are the security controls for the contract being delivered?" You would only be required to filter the contract layers, requiring minimal work.

The key during this stage is to remove any inappropriate digital repositories. For example, tools such as Microsoft Excel will work but you will struggle to scale and track it across departments and the wider business during deal delivery.



Expected Inputs

- An agreed and signed contract



Outputs

- A set of broken-down clauses
- Ability to filter the broken down clauses into groups of interest be it for delivery or compliance purposes



Associated Risks

- Ambiguous wording may result in a clause being missed
- Clauses that are not clear and concise or promise multiple things might be broken down incorrectly and affect delivery



Responsibility

- **Customer:** Business Line, Supplier Management – Break down the contract to extract key meta and clause information to understand customers' responsibilities
- **Supplier:** Delivery Teams and Commercial – Break down the contract to extract key meta and clause information to understand the suppliers' responsibilities



Metrics

- Total number of Clauses extracted
- Break down of Terms, Rights and Obligations as a % or #
- Break Down of Customer, Supplier, 3rd Party as a % or #
- Breakdown of Delivery and Compliance Areas as a % or #

Stage 4 - Translation

Overview

Translation can range from the simplest of the contract management stages to one of the most complex, resulting in revisiting the Creation and Negotiation phases of the process. The latter typically occurs if a poorly created clause goes through an inferior negotiation. For example, during negotiations, a clause is highlighted as a concern and rewritten to please all parties without using a clear and concise framework such as SMART objectives.

This results in an obligation none of the involved parties can understand the requirements. The more this occurs, after further compounding by heavy legal jargon, the more necessary the translation stage is needed within the process. For a contract to add value, it must be understood by all parties and contains clear instructions.

Ideally, this stage is not required within the process. However, it appears to always be needed to a certain degree. When creating clauses, each should be as independent as possible and not heavily reference other parts of the contractual document or sub-clauses. This will result in a higher performance of delivery. The documentation may become longer, but usually, they are long already and to be honest, not the most riveting of reads at the best of times. An experienced individual with the clause structure during negotiations will more often than not cause a delivery issue later on.

A quick tip - If you need to be a good detective to work out what the clause is stating, then it is poorly written, including clauses that are heavily legalised. Every individual within the organisation must understand each clause and its requirements.

We recommend once you've completed the translation stage, any poorly written clauses are marked and feedback to the pre-contract team to learn from and if necessary, captured as risks that could cause an issue further down the line.



Stage 5 - Operationalise

Overview

If the teams currently involved in the process up to this stage are responsible for the delivery of the contract or at least some of the obligations, this stage should appear straightforward. The more services and products involved in a contract and the bigger the companies on either side of the deal, the harder it is to operationalise.

One of our customers recently requested support operationalising a contract for a corporate technology outsourcing. One of the involved teams consisted of over 5000 people and was a global organisation. The customer's technology business unit had over 2000 people. To conclude, in this contract lifecycle, thousands of employees are involved, and hundreds of contract obligations are to be completed across the next five years whilst ensuring the value is added. This demonstrates the importance of the operationalise stage of the process.

In the above case, the approach would be to target each obligation against all involved teams or individuals, identifying the delivery owner and where the responsibility lies. Additionally, it is essential to capture the accountability for each requirement which may vary. For example, an Obligation may be to provide a certain amount of new "server computes" per month.



Expected Inputs

- A set of extracted clauses from a signed contract



Outputs

- A set of extracted clauses with any confusing legalese removed where the key elements are clearly articulated in a clear and concise manner
- Where necessary clauses contain footnotes of reference points to help the reader understand the full scope e.g. inclusions or schedules or appendices if they are referred to



Associated Risks

- Clauses that are too heavy with specific legal references albeit understandable to a lawyer might be missed by a delivery or business management team



Responsibility

- **Customer:** Business Line, Supplier Management - Clean up a clause that is ambiguous in nature or needs supporting information to complete successfully
- **Supplier:** Delivery Teams and Commercial - Clean up a clause that is ambiguous in nature or needs supporting information to complete successfully



Metrics


- % or # of clauses that required added footnoted or reference material

The Managing Director of DataCentres would be accountable for everything that happens within the DataCentre. However, the Installs team are responsible for racking and installing new servers. Hence, they are responsible in the first instance for adding any new compute the platforms team need to break this out and install the relevant operating system and image.

Within the above example, the operational element would be to break this obligation down into its component towers for delivery and ensure that it has the relevant instruction and actions for both the installs and platform teams.


Once complete, the contract should be in a format where it can be cut or grouped by each delivery tower to see what their role is in this contract delivery process.

The more Products & Services involved....the harder this is in reality.




Expected Inputs

- A Cleaned up extracted list of clauses inc. any reference material / or ability to link back to said reference material




Outputs

- Clauses are broken down into a set of chronologically ordered tasks assigned to the relevant delivery tower or business group
- Clauses handed over to the relevant group, ideally loaded into a digital system for ongoing tracking and reporting




Associated Risks

- The inability of the right group responsible to be aware of what they need to fulfil to make the contract delivery element a success



Responsibility

- **Customer:** Business Lines, Supplier Management
- **Supplier:** Business Operations, Customer Success or Commercial Teams



Metrics

- % of clauses that are RACI compliant
- % or # of Clauses with no one Accountable
- % or # of Clauses with no one Responsible
- Break down of Clauses that have a delivery date/period into a timeline/calendar view by month

Stage 6 - Delivery


Overview

Aligned with the stage's name: Delivery, this is where all contractual obligations that are either time-bound or triggered by some other activity will be completed in line with any implementation plan and associated benefits/objectives.

During delivery, every obligation needs to be administrated by the assigned owner. This will assess the quality of the Operationalise stage. Previously, we identified that every obligation must have a team/individual responsible for carrying out that task. The individual or team identified in Stage 5 must be aware of their responsibility, the requirements for carrying out the obligation and the criteria for successful delivery.


You would think what an organisation sells, whether it's a product or service, would need detailed policies and working instructions to deliver these in all the most commonly sold scenarios and how to carry these out.

As the Buyer, you are entitled to see these from your supplier including examples during the selection process that led to them being awarded the contract. From each perspective, the supplier and customer, you need to investigate the internal capability and resource requirements for each obligation. If required this may result in further external support implemented to complete the responsibilities where relevant.




Expected Inputs

- A list of clauses that are filterable to the groups accountable and responsible to deliver them
- Loaded into the agreed format or digital platform for delivery



Outputs

- A fully delivered / completely executed clause at the relevant time or under the agreed condition to do so




Associated Risks

- Lack of delivery will result in the perceived Value not being delivered and the contract terminated at the earliest chance to do
- Chance of reputational damage on both sides impacting the overall bottom line



Responsibility

- **Customer:** Business units with the assigned responsibility for the broken down clause/obligations on the delivery
- **Supplier:** The product or Services team with the assigned responsibility for the broken down clause/obligations on the delivery



Metrics

- % or # considered to be overdue
- % or # considered to be at risk
- % or # considered to be complete
- % or # considered to be not started / pending

Stage 7 - Reporting

Overview

It can be argued that reporting is underpinned by all the previous elements. However, reporting needs to be owned and delivered as a separate albeit long-running stage in its own right as it may have an entirely different set of accountabilities.

This stage acts as the glue bringing all stages together and providing insight into identifying when and how an obligation may be off track or not delivering against the perceived value.

Things that reporting needs to be concerned about are not only the contractual elements that create the contract but also the wider strategic needs of the business and how the supplier is performing for us as well as in the wider marketplace. This is especially important in terms of activities that may impose risk affecting their ability to deliver or the customer's ability to recognise the value.

This is key because there are many cases that I have seen where both sides are working hard to deliver what is aligned and compliant with the contract but the market or the economy has shifted and the perceived value and outcomes aren't being returned. In this example, the reporting needs to reflect this.

A great example of external factors impacting a process is a contractual agreement between an outsourced marketing firm and a sales team. Large amounts of activity can be undergone; reaching all the agreed service levels, such as calls made per day or qualified

leads passed across to the sales team. However, if these leads are not converting into paying customers after the sales lifecycle, there must be external factors impacting the contract. This would require refinement of the processes and an action plan to rectify the process.



Expected Inputs

- All previous stages' output



Outputs

- Insight as to where issues or failure is occurring
- Indicate where outcomes or perceived benefits are not being realised



Associated Risks

- Unidentified failure due to lack of controls in place



Responsibility

- **Customer:** Supplier Management, Business Unit - Creating and runnings reports on all stages of the delivery highlighting and managing issues as they are identified
- **Supplier:** Commercial Management, Business Unit, Delivery Towers - Creating and runnings reports on all stages of the delivery highlighting and managing issues as they are identified



Metrics

- Periodic review of reports dependent on the stage
- All other metrics from all the stages incorporated

Summarised RACI Model

Given the amount of detail in the previous stage breakdown, it would be helpful to break down the standardised summary view of responsibility within an organisation. Although this will depend on the processes and job roles within a particular business, this is a generic example of a common structure.

For the template, we will be using the RACI framework. The acronym RACI stands for Responsible, Accountable, Consulted, and Informed. Below is the definition of each of the components and their functionality:

- **Responsible:** A manager or team member directly responsible for completing a project task. This can be multiple people or teams.
- **Accountable:** The person with final authority over the specific task or deliverable. There should ideally only ever be one person or group that is accountable.
- **Consulted:** An individual with unique insights the team will consult. Although you can utilise multiple people at this stage, it is advised to limit the number to avoid the risk of receiving contradicting advice and struggling to conclude the process.
- **Informed:** A client or executive who isn't directly involved, but you should keep up to speed. The number at this stage is limitless as it requires communication between all informed parties.

Summarised RACI Model

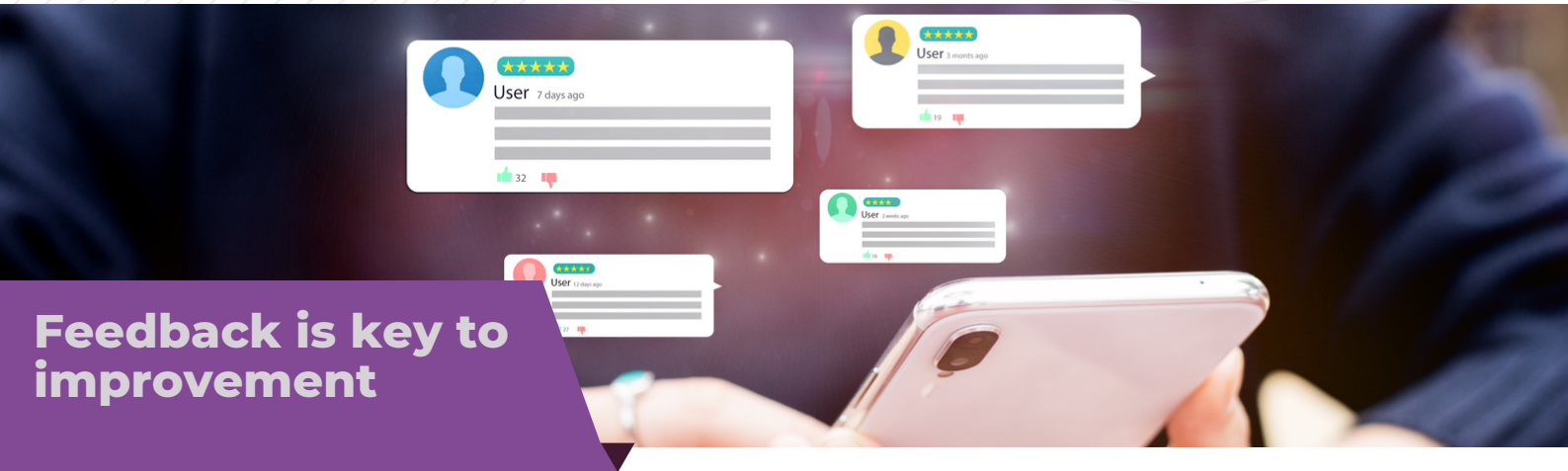
Customer (Buyer) Side

	Procurement / Sourcing	Legal	Supplier Management	Business Lines	Risk / Compliance
Create	R	R		A/R	C
Negotiate		R		A/R	C
Extract		C	R/A	R	
Translate		C	R/A	R	
Operationalise	I		R	R/A	C
Deliver			C*	R/A	C*
Report	I	I	R	R/A	I

Supplier (Sell) Side

	Sales	Pre-Sales	Commercial	Legal	Business Lines	Risk / Compliance
Create	A/R			R		C
Negotiate	R		A/R	R		C
Extract			A/R	R		
Translate			A/R	R		
Operationalise			R	C	A/R	C
Deliver	I		I	C*	A/R	C*
Report	I		R	I	A/R	I

**Consulted when there are issues that escalate to the point that advice is required*



Feedback is key to improvement

A robust process such as the contract lifecycle management articulated within this Whitepaper should contain regular feedback loops at each stage. Feedback ensures inputs are accomplished to create the required output for the next element. Introducing feedback assesses the quality and creates opportunities for improvement,

moving away from a reactive to a proactive and preventative approach.

The proactive approach identifies contractual defects earlier, at a stage where the problem is easier to rectify and more cost-effective to fix.

This approach is the same concept used in the 'Shift Left' framework used within most IT Service Management departments when conducting development, testing or support. The concept states the earlier in the lifecycle you capture something, the more cost-effective it is to resolve at that point. The same can be true for most processes.

In summary, the accountable and responsible parties of each stage should be in constant communication with processing the stages before and after to recommend changes that would make their tasks more effective whilst identifying what would help them following the completion of the obligation. This may result in a changed approach using amended templates or an alternative tool or producing the outputs in a different format.

Feedback is an iterative and ongoing process. It is guaranteed, your process used from day one will change. No matter how well-designed it was in theory, initially, it will

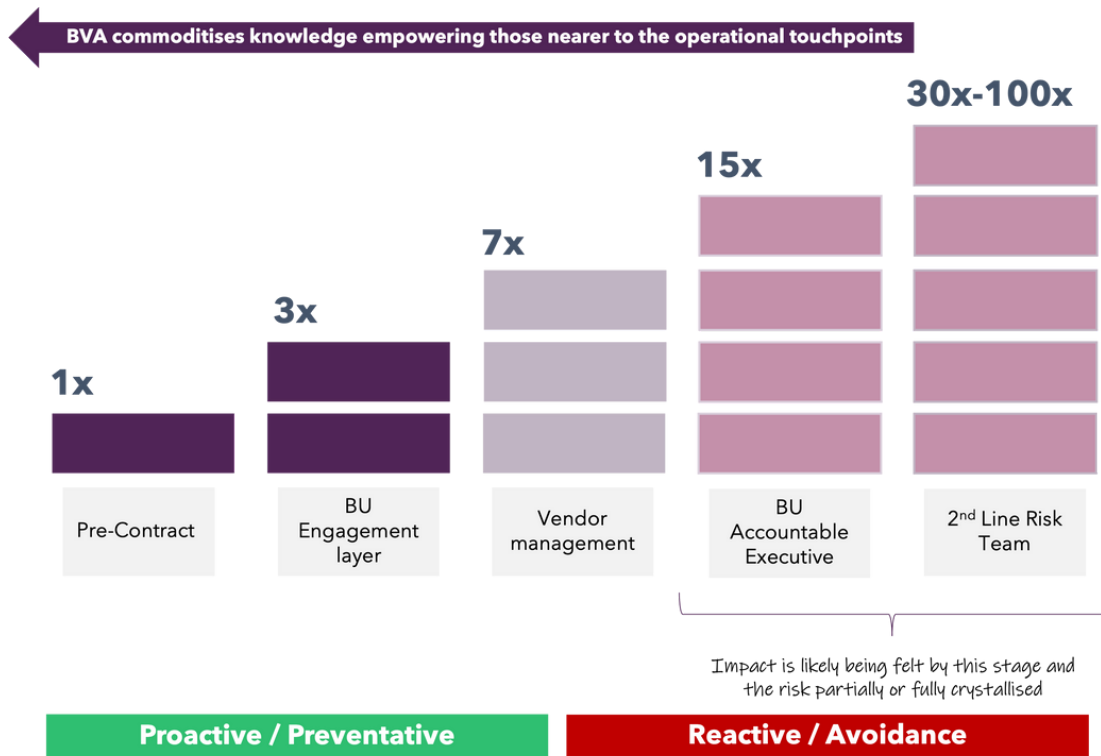
not be able to account for everything in the environment. It is recommended to apply the '80/20' rule when building your process - Do not aim for perfection as it will be time-consuming and will naturally develop throughout the lifecycle.

Converting metrics into insight

In this Whitepaper, we identified the set of leading measurable metrics to ensure the process is well-managed and ultimately successful.

In the tables below, we build on those metrics for each stage of the process, providing further information including;

- What insight each metric provides
- The recommended actions to take to meet the suggested targets
- The desired outcome of each metric



Vendor management typically become involved once an issue or deviation to contract has been flagged and felt and then remediated. This albeit slightly more costly is still acceptable

At this stage significant operational pain is likely to have been felt and ongoing remedial activity in place making this more about repeating the same issue and avoidance as opposed to proactive management

Missing or suboptimal contract clauses / obligations that are found either pre contract or whilst collaboratively working to manage the relationships have a much greater chance of being remediated will little impact on time and resources

Stage 1 - Creation

Stage	Metric	Target	Insight	Activity	Desired Outcome
Create	% of requirements covered by clauses	100%	A low score may result in key customer requirements not being incorporated into the contract leading to expectations not being met	Strive to ensure that all customer requirements are captured in the contract however small	100% of requirements to be captured in the contract
Create	% of clauses that abide/meet SMART	85% Overall / 100% for obligations	A low score here will mean that from the start it will be very difficult to craft an obligation that is clear and easy to understand risking a successful delivery	Check that all clauses created from requirements meet as many of the SMART criteria as possible	100% of the clauses made up of requirements set to become obligations comply with SMART

Stage 2 - Negotiation

Stage	Metric	Target	Insight	Activity	Desired Outcome
Negotiate	A unique and numbered set of terms	N/A	A set of contractual Terms set out clearly with a unique ID for reference	Discussion between the Customer and Supplier to agree to each of the contractual Terms to be held with in the final document	A final agreed set of contractual Terms
Negotiate	A unique and numbered set of rights	N/A	A set of contractual Rights set out clearly with a unique ID for reference	Discussion between the Customer and Supplier to agree to each of the contractual Rights to be held with in the final document	A final agreed set of contractual Rights
Negotiate	A unique and numbers set of supplier obligations	N/A	A set of contractual Supplier Obligations set out clearly with a unique ID for reference	Discussion between the Customer and Supplier to agree to each of the contractual Supplier Obligations to be held with in the final document	A final agreed set of contractual Supplier Obligations
Negotiate	A unique and numbered set of customer obligations	N/A	A set of contractual Customer Obligations set out clearly with a unique ID for reference	Discussion between the Customer and Supplier to agree to each of the contractual Customer Obligations to be held with in the final document	A final agreed set of contractual Customer Obligations
Negotiate	A unique and numbered set of 3rd party obligations	N/A	A set of contractual Supplier Obligations set out clearly with a unique ID for reference	Discussion between the Customer and Supplier to agree to each of the contractual Supplier Obligations to be held with in the final document	A final agreed set of contractual Supplier Obligations
Negotiate	A unique and numbered set of agreed service levels and / or key performance indicators	N/A	A set of contractual Key Performance Indicators set out clearly with a unique ID for reference	Discussion between the Customer and Supplier to agree to each of the contractual Key Performance Indicators to be held with in the final document	A final agreed set of contractual Key Performance Indicators



Stage 3 - Extraction

Stage	Metric	Target	Insight	Activity	Desired Outcome
Extraction	Total number of Clauses extracted	A #	Establishing how many clauses there are in the entire contract will help with working out how the work breakdown to be tracked	Extracting clauses in to a digital system for tracking	A set of clauses that are linked to the contract and customer-supplier profile
Extraction	Break down of Terms, Rights and Obligations as a % or #	A #	How the clauses breakdown indicates how much effort will need to be put in to delivery, what rights each party has and the key terms of the agreement that can be focused on in isolation looking at the merits and/or risks of each	Add additional metadata to clauses that indicate what group or multiple groups they belong to	All clauses have added meta data to show what groups each one belongs to
Extraction	Break Down of Obligations to Customer, Supplier, 3rd Party as a % or #	A #	How obligations breakdown, in the highest form in to each organisational unit for clarity during preparation and delivery	Again, this is another level of adding meta data to clauses that can be considered obligations indicating who is accountable for delivery at a macro level	All clauses that are obligations, broken down by organisation
Extraction	Breakdown of Delivery and Compliance Areas as a % or #	A #	Clauses that are related to compliance need be marked as critical or core deliverables of a contact	Mark all and any clauses that are linked to any form of internal or external regulation which can differ industry to industry	All clauses that are related to regulatory compliance are marked up with additional meta data

Stage 4 & 5 - Translate & Operationalise

Stage	Metric	Target	Insight	Activity	Desired Outcome
Translate	% or # of clauses that required added footnotes or reference material	0 / 0%	Clauses that need a lot of rewriting or clarification are vague and can lead to expectations on outcomes being misaligned	Aim for contractual clauses to be clear and specific enough (see SMART) to ensure that all parties are clear on the outcomes	All clauses to not need translating or further information from elsewhere added for it to be achievable
Operationalise	% of clauses that are RACI compliant	100%	Clauses that are RACI compliant have clarity on who owns the delivery and outlines those that will need to do the work required	Check as clause is ready for delivery by adding metadata to each one about who is Accountable, Responsible and if any needs to be consulted or informed during delivery	All clauses that require any action are at least RACI compliant
Operationalise	% or # of Clauses with no one Accountable	0% / 0	Clauses that have no accountability or ownership are the most likely to crystallise on to an issue during the delivery of a contract	Look to assign accountability to all clauses even if this is done at the section or chapter level of the contractual documents e.g Payment Terms section is accountable to finance	All clauses either directly or via association at a section and chapter level are assigned an accountable party
Operationalise	% or # of Clauses with no one Responsible	0% / 0	Clauses that have no responsible party are the most likely to experience delivery issues even if there is an accountable party	Look to assign a responsible party to all clauses even if this is done at the section or chapter level of the contractual documents e.g Payment Terms section is responsibility of the accounts payable team	All clauses either directly or via association at a section and / or chapter level are assigned an responsible party
Operationalise	Break down of Clauses that have a delivery date/period into a timeline/calendar view by month	100%	Those contractual clauses that have a date or term defined against them should be represented on a delivery plan and the milestone highlighted	All clauses with dates need to be plotted on a timeline and managed in relation to that date	All clauses that contain a date or period are plotted on a timeline for effective management

Stage 6 & 7 - Delivery & Reporting

Stage	Metric	Target	Insight	Activity	Desired Outcome
Delivery	% or # considered to be overdue	0% / 0	Clauses that are overdue in any form risk affecting the desired outcomes of the engagement	Look to complete or meet the intent of all clauses on or before their due date or term	All time sensitive clauses to be completed before the contractually defined deadline
Delivery	% or # considered to be at risk	Under 10	Clauses that have a negative impact that have realistic chance of becoming an issue should be recorded as a risk	Objectively look at the clauses that are harder to meet or are reliant on another party which if missed will represent a risk to the overall outcomes of the agreement	A set of curated risks and extra layer of controls to ensure that the most highly complex and negative impacting items are focused on with an extra level of rigour
Delivery	% or # considered to be complete	0% to start with to 100%	The % of delivered clauses should be tracked in accordance with the stage and life cycle for the contract and in conjunction with the aforementioned timeline. This is a lagging metric	Know when an item should be marked as completed and record the relevant dates. Review periodically to ensure completion	All clauses required for delivery are complete
Delivery	% or # considered to be not started / pending	100% to start with to 0%	The % of the clause not started which is the leading metric should be tracked in accordance with the stage and life cycle for the contract	Know when an item should be started and it isn't. Review periodically to ensure completion	All clauses required for delivery are complete
Reporting	Periodic review of reports dependent on stage	Dependant on Criticality	Contract governance should provide a periodic opportunity to interrogate metrics in line with the criticality of what is being supplied	Review the relevant metrics and deliverables dependent on the stage delivery the contract is in	To ensure that all contract metrics are reported as green or where not each has the plan to return it to green
Reporting	All other metrics from all the stages incorporated	100% of Metrics to align to stages reported	Metrics being reported should evolve based on the stage of contracted delivery	Review the relevant metrics and KPIs periodically in line with the contracts stage criticality	To be reviewing the relevant metrics of the stage and deal itself

Digital Contract Delivery

All the stages within this Contract Lifecycle Management process can be conducted manually. However, in this day and age, it is not something recommended. Each stage needs support which can be better facilitated by a platform's capability, enhancing the outcome and scale of the operation, given the number of moving parts as seen in today's modern contracts and supplier governance standards.

Not all organisations will want to go to the extent that this whitepaper covers and through all the steps of the process - Who has that kind of time to do this against ALL supplier contracts? But there will be a subset of contacts critical to your business, resulting in the need to go to these lengths to ensure a successful outcome.

In our experience, the practical application of digital technology when can be beneficial when conducting a process such as Contract Lifecycle Management. Based on our interactions at Brooklyn; with customers and prospects, we see three use cases emerging a digital platform needs to be able to support.

Digitised, Indexed and Fully Searchable, Centrally Stored Repository - In all cases, it is vital to digitise your contractual documents, which are then indexed and fully searchable and stored centrally in a compliant manner to your industry and security standards. A minimum standard for ALL contracts.

Clause Extraction and Metadata Tagging - Those that want to go a bit further and break up the contractual documents into individual clauses that can then be tagged with metadata like if it's a term, rights, financial, date, location etc. - Apply to all but the transactional tail.

Full Obligation Management curated and deliverable - Finally, those that were to extract all the clauses that are obligations into a fully defined and deliverable scope with clear accountabilities and responsibilities as outlined in this document. - Recommended for all Critical contracts.

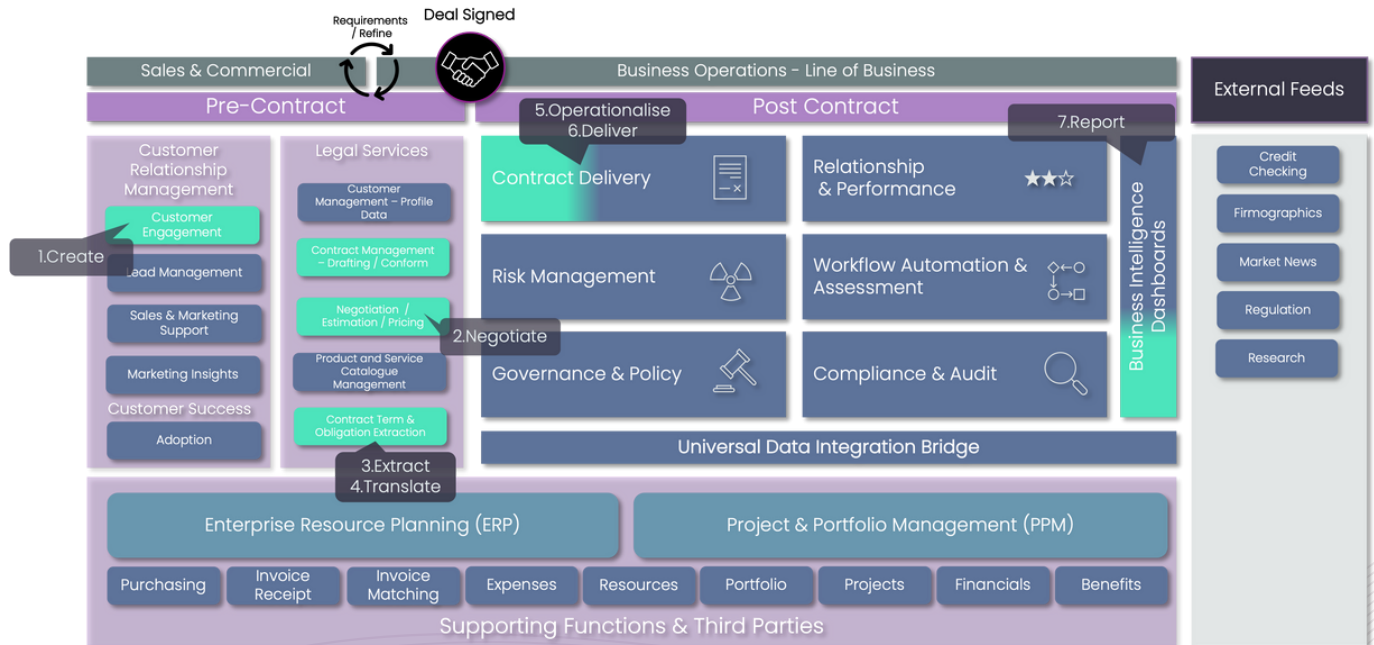
Conclusion

Contract Lifecycle Management (CLM) is acknowledged as the standard for managing contracts. Although, there has never been another framework for comparison. When observing the CLM scope, the framework is highly focused on procurement and very much overly biased towards creation and negotiation to create a commercial and legally binding document. Despite being important, after this stage, CLM is very vague on how to manage the contract delivery elements to a successful outcome.

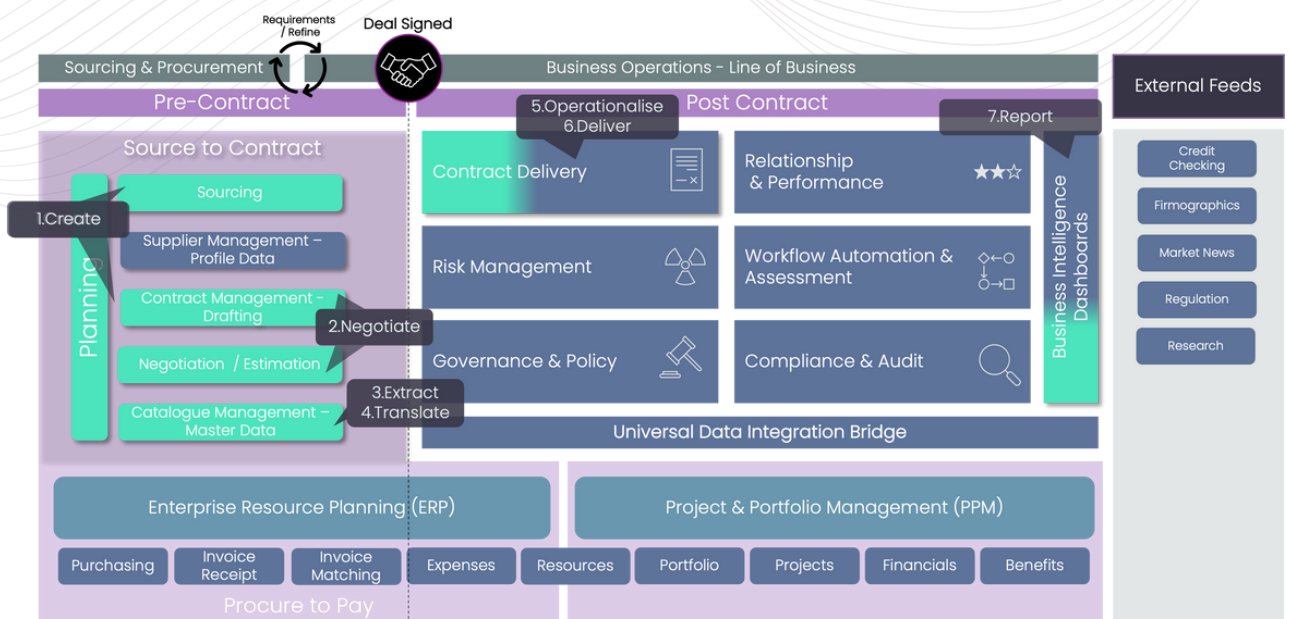
Don't get me wrong your business requires a strong team and robust set of pre-contract processes and solutions for successful Customer-Supplier relationship management - The strongest scope of CLM. However, in our opinion, CLM needs to be paired with an equally robust and repeatable approach to delivery which is where both Commercial Value Management (CVM) if you are the Supplier or Supplier Value Management (SVM), or if you are the customer (buyer), comes in to play. This approach is exacerbated further and gets more prominent the larger, more complex and longer the deal term becomes, which commonly equates to a company's most vital and critical deals, where the focus should be first and foremost!

Commercial Value Management & Supplier Value Management

Commercial Value Management (CVM) a Suppliers Solution Map compared to Contract Lifecycle Management (CLM)



Supplier Value Management (SVM) a Customers (Buyers) Solution Map compared to Contract Lifecycle Management (CLM)



A Contract Lifecycle Management (CLM) Capability

Get in touch

If you would like to know more about contract lifecycle management or Post-contract Customer-Supplier Management, please get involved through the comments or just like, share and subscribe via the details included to ensure that you don't miss out on any future content.

To speak to someone from the Brooklyn team about the solutions that we offer, **[Request a demo](#)**.

About the Author



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Nick Francis is a well-established and experienced CxO delivering Digital & Security-focused Transformation through the design, build, and deployment of cost-effective, highly automated industry-leading solutions.

Nick has experience working across the private and public sectors in industries such as Financial Services, Insurance, Legal, Utilities, Retail, Public Sector and Government. Specialised in transformation activity to optimise processes, operational expenditure, and increase productivity.

Significant experience in compliance, risk & control activities in highly regulated industries, standardisation of technologies, streamlining of internal processes and continuous improvement driving consistency and efficiency across an organisation whilst holding Customer, Colleague and Partner experience at a premium.

