

# AI-Assisted Contract Review

## Template

A template for an AI assisted legal review  
 by Dr. Adrian Schaub ([adrian.chaub@gmx.ch](mailto:adrian.chaub@gmx.ch))  
[www.adrianschaub.com/ai](http://www.adrianschaub.com/ai)

### 1. OVERVIEW

	<b>PRIVILEGED AND CONFIDENTIAL – PREPARED BY ATTORNEY</b>
<b>Supplier</b>	
<b>Product / Service</b>	
<b>Reviewer / Date</b>	
<b>Disclaimer:</b>	This review covers AI-specific provisions and Company's Group Minimum Standard only. It is NOT a full legal assessment of the agreement.

### 2. SUMMARY OF ISSUES AND RISKS

Area	Issue	Risks
Contract Terms & Document Structure		
Intellectual Property		
Confidentiality		
Compliance (laws & policies)		
Data Privacy		
Risk Governance		
Warranty		
Miscellaneous		

### 3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

Contract Documents	
Document	Abbreviation Used in This Review

Order of Precedence (highest to lowest)

#### 4. CONTRACT TERMS & DOCUMENT STRUCTURE

Topic	Contract Terms and Document Structure
Company standard	<p><b>Content of Contract:</b></p> <ul style="list-style-type: none"> <li>All signed documents form the Agreement, URL terms must be printed out and attached as exhibit (Ref: SA s. 2.1; SA s. 18.4)</li> </ul> <p><b>Order of Precedence:</b></p> <ul style="list-style-type: none"> <li>More specific terms (Order Form / Addendum) take precedence over more general terms (Supply Agreement) (Ref: SA s. 2.2)</li> </ul> <p><b>Modification of Terms:</b></p> <ul style="list-style-type: none"> <li>Requires written agreement signed by both parties (Ref: SA s. 18.4)</li> </ul>
Supplier proposal	
Gap	
Risks	
Potential Solutions	

#### 5. INTELLECTUAL PROPERTY

Topic	Intellectual Property
Company standard	<p><b>IP Ownership:</b></p> <ul style="list-style-type: none"> <li>All IP in deliverables owned by Company (Ref: SA s. 5.1)</li> <li>Ownership applies irrespective of creation by employees, subcontractors or AI (Ref: SA s. 5.1; CoP s. 3.1)</li> <li>Where transfer is not possible, licensed to Company on a royalty-free, exclusive, irrevocable, perpetual, transferable, sublicensable, worldwide basis, with the right to use, modify and create derivative works (Ref: SA s. 5.2)</li> <li>Derivative works owned by Company (Ref: SA s. 5.2)</li> <li>Pre-existing IP excluded but licensed to Company for use with the deliverables (Ref: SA s. 5.5)</li> </ul> <p><b>IP Warranty:</b></p> <ul style="list-style-type: none"> <li>Supplier warrants that the use of the services and deliverables does not infringe any third-party intellectual property rights (Ref: SA s. 6.5; MinStan “Warranty”)</li> </ul> <p><b>IP Indemnification:</b></p> <ul style="list-style-type: none"> <li>Supplier indemnifies Company against all third-party IP infringement claims, including claims arising from IP generated by AI or by subcontractors (Ref: SA s. 6.6; CoP s. 3.1)</li> <li>Covers all damages, costs and expenses (Ref: SA s. 6.6)</li> <li>Includes reasonable court charges and attorney fees (Ref: SA s. 6.6)</li> </ul>

	<ul style="list-style-type: none"> <li>• Supplier’s liability for IP indemnification is uncapped (Ref: SA s. 6.6; MinStan “Warranty”)</li> </ul>
<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	
<b>Potential Solutions</b>	

**6. CONFIDENTIALITY**

<b>Topic</b>	<b>Confidentiality</b>
<b>Company standard</b>	<p><b>Confidentiality Obligations:</b></p> <ul style="list-style-type: none"> <li>• Confidential information must only be shared on a need-to-know basis (Ref: SA Exhibit C, s. 3; MinStan “Confidentiality”)</li> <li>• Used solely for the provision of services (Ref: SA Exhibit C, s. 3)</li> <li>• Supplier shall implement appropriate technical and organisational security measures to protect stored or processed confidential information (Ref: SA Exhibit C, s. 4)</li> <li>• Supplier must notify Company immediately if it becomes aware of any unauthorised use, disclosure or access to confidential information (Ref: SA Exhibit C, s. 5)</li> <li>• Supplier must request subcontractors to sign similar confidentiality undertakings (Ref: SA Exhibit C, s. 3)</li> <li>• Supplier is responsible for any breach by employees, affiliates or subcontractors (Ref: SA Exhibit C, s. 3)</li> <li>• Confidential information is defined as either labelled as confidential or information which should be understood by a reasonable person under the circumstances to be confidential in nature (Ref: SA Exhibit C, s. 1; MinStan “Confidentiality”)</li> </ul> <p><b>Return / Destruction:</b></p> <ul style="list-style-type: none"> <li>• Upon termination, Supplier must destroy or return all confidential information within 30 days (Ref: SA Exhibit C, s. 8)</li> <li>• Supplier may keep an archival copy only to the extent necessary to comply with applicable laws (Ref: SA Exhibit C, s. 8)</li> <li>• Confidentiality obligations remain valid for 5 years from termination of SOW (Ref: SA Exhibit C, s. 6)</li> </ul> <p><b>AI Context:</b></p> <ul style="list-style-type: none"> <li>• Supplier may disclose confidential information to AI tools solely to the extent required for performance of services (Ref: CoP s. 3.2)</li> <li>• Supplier must erase confidential data from AI tools at contract end, e.g. via isolated model copy destroyed at contract end (Ref: CoP s. 3.2)</li> <li>• Supplier is prohibited from training AI tools with Company confidential data (Ref: CoP s. 3.2)</li> </ul>
<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	

<b>Potential Solutions</b>	
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**7. COMPLIANCE WITH LAWS AND POLICIES**

Topic	Compliance with Laws and Policies
<b>Company standard</b>	<p><b>Legal Compliance:</b></p> <ul style="list-style-type: none"> <li>Supplier is responsible for ensuring compliance with all applicable laws and regulations (Ref: SA s. 16.1; MinStan “Compliance with Laws, Anti-Corruption and Company Ethics”)</li> </ul> <p><b>Policy Compliance:</b></p> <ul style="list-style-type: none"> <li>Supplier shall adhere to all applicable Company Policies including Supplier Code of Conduct and Information Security Obligations (Ref: SA s. 16.2; MinStan “Compliance with Laws, Anti-Corruption and Company Ethics”)</li> <li>When accessing Company premises or IT systems, Supplier will adhere to all respective policies communicated in writing (Ref: SA s. 16.2)</li> </ul> <p><b>Indemnification:</b></p> <ul style="list-style-type: none"> <li>Supplier shall indemnify and hold harmless Company from all losses, expenses, damages and fines arising from Supplier's breach of compliance obligations (Ref: SA s. 16.10)</li> <li>Any violation constitutes material breach triggering termination rights (Ref: SA s. 16.10)</li> </ul> <p><b>AI Context:</b></p> <ul style="list-style-type: none"> <li>Supplier must comply with the EU AI Act and other applicable AI laws as per the contract's geographical scope (Ref: CoP s. 3.3)</li> <li>Supplier must comply with Company's Supplier AI Code of Practice (Ref: CoP s. 3.3)</li> </ul>
<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	
<b>Potential Solutions</b>	

**8. DATA PRIVACY**

Topic	Data Privacy
<b>Company standard</b>	<p><b>Data Processing Scope:</b></p> <ul style="list-style-type: none"> <li>Supplier shall process personal data only to the extent required for the provision of services (Ref: SA s. 9.1)</li> <li>Processing must be in accordance with applicable data protection laws including GDPR (Ref: SA Exhibit D1 s. 1.3)</li> </ul> <p><b>Security Measures:</b></p>

	<ul style="list-style-type: none"> <li>• Supplier shall implement appropriate technical and organisational measures to protect and safeguard personal data appropriate to the risk involved (Ref: SA Exhibit D2 s. 3.2)</li> <li>• Must have controls for physical access control (Ref: SA SOW s. 1.4.9.1)</li> <li>• Must have controls for logical access control (Ref: SA SOW s. 1.4.9.2)</li> <li>• Must have controls for data entry and transfer control (Ref: SA SOW s. 1.4.9.3)</li> <li>• Must have controls for availability control (Ref: SA SOW s. 1.4.9.5)</li> <li>• Must have controls for incident response (Ref: SA SOW s. 1.4.9.6)</li> </ul> <p><b>Data Subject Requests:</b></p> <ul style="list-style-type: none"> <li>• Supplier must have mechanisms in place to fulfil data subject requests including access, rectification, erasure and restriction (Ref: SA Exhibit D2 s. 3.5)</li> <li>• Must inform Company without undue delay of any data subject contact (Ref: SA Exhibit D2 s. 3.5.1)</li> <li>• Must not disclose information to data subjects without Company's authorisation (Ref: SA Exhibit D2 s. 3.5.2)</li> </ul> <p><b>Cross-Border Transfers:</b></p> <ul style="list-style-type: none"> <li>• Each Party may only transfer personal data outside the EEA if and to the extent such transfer is in accordance with applicable data protection law, in particular Chapter V GDPR (Ref: SA Exhibit D1 s. 1.4); where required,</li> <li>• appropriate safeguards must be in place, including SCCs (Ref: SA Exhibit D3)</li> </ul> <p><b>Return / Deletion:</b></p> <ul style="list-style-type: none"> <li>• Upon termination, Supplier shall delete or return all personal data within 30 days (Ref: SA Exhibit D2 s. 3.6)</li> <li>• Supplier may retain only as required by applicable EU or Member State law (Ref: SA Exhibit D2 s. 3.6)</li> </ul> <p><b>AI Context:</b></p> <ul style="list-style-type: none"> <li>• Supplier is prohibited from training AI tools with Company personal data (Ref: CoP s. 3.4)</li> <li>• Use of AI shall not restrict Supplier's ability to fulfil data subject requests (Ref: CoP s. 3.4)</li> <li>• Use of AI shall not restrict Supplier's ability to comply with cross-border transfer restrictions (Ref: CoP s. 3.4)</li> </ul>
<b>Company DP review (date / reviewer / findings)</b>	
<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	
<b>Potential Solutions</b>	

**9. RISK GOVERNANCE**

Topic	Governance & Risk Management
<p><b>Company standard</b></p>	<p><b>AI Disclosure:</b></p> <ul style="list-style-type: none"> <li>• Supplier must declare in the SOW when AI tools are being utilised to deliver services (Ref: CoP s. 4)</li> <li>• Declaration must include tool names and comprehensive list of data processed (Ref: CoP s. 4)</li> <li>• Must highlight any confidential or personal data processed by AI tools (Ref: CoP s. 4)</li> </ul> <p><b>Pre-Requisites Disclosure:</b></p> <ul style="list-style-type: none"> <li>• Supplier must disclose AI tool pre-requisites before commencement of services (Ref: CoP s. 5.1)</li> <li>• Must disclose future ongoing costs for continued usage (Ref: CoP s. 5.1)</li> <li>• Must disclose IP ownership rights of results (Ref: CoP s. 5.1)</li> <li>• Must disclose any deviations to AI tool vendor general terms, if any (Ref: CoP s. 5.1)</li> </ul> <p><b>Risk Assessment:</b></p> <ul style="list-style-type: none"> <li>• Supplier must share details of its Risk Assessment process for AI tools upon request (Ref: CoP s. 4)</li> <li>• Company shall review the design of this process as part of Company's risk assessment procedure (Ref: CoP s. 4)</li> </ul> <p><b>IT Security &amp; DP Review:</b></p> <ul style="list-style-type: none"> <li>• Supplier must cooperate with Company's Information Security and Data Privacy due diligence processes (Ref: CoP s. 4)</li> <li>• Must disclose required information in a timely manner (Ref: CoP s. 4)</li> <li>• Supplier may not commence using AI tools until relevant Company reviews are completed (Ref: CoP s. 4)</li> </ul> <p><b>Risk Log:</b></p> <ul style="list-style-type: none"> <li>• Supplier must maintain an up-to-date AI system risk log during the contract period (Ref: CoP s. 5.4)</li> <li>• Risk log must be accessible to Company (Ref: CoP s. 5.4)</li> </ul> <p><b>Transparency &amp; Training:</b></p> <ul style="list-style-type: none"> <li>• Supplier must explain AI tool operations to enable Company self-sufficiency and transition (Ref: CoP s. 5.3)</li> <li>• Must describe implementation of Company Supplier AI Code of Practice (Ref: CoP s. 5.7)</li> <li>• Must specify training frequency and audience (Ref: CoP s. 5.7)</li> </ul> <p><b>Audit Rights:</b></p> <ul style="list-style-type: none"> <li>• Company may conduct annual audits of Supplier's books, records, IT systems and premises relating to services (Ref: SA s. 16.3)</li> <li>• Company may delegate audit to professional third party subject to confidentiality obligations (Ref: SA s. 16.3)</li> </ul>
<p><b>Company IT security review (date / reviewer / findings)</b></p>	

<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	
<b>Potential Solutions</b>	

**10. WARRANTY**

<b>Topic</b>	<b>Warranty</b>
<b>Company standard</b>	<p><b>Warranty Scope &amp; Duration:</b></p> <ul style="list-style-type: none"> <li>• Supplier warrants that Services will be performed with due care and diligence, in a professional and workmanlike manner, and in accordance with the agreed specifications (Ref: SA s. 6.1; MinStan “Warranty”)</li> <li>• Supplier’s service specifications must be measurable, documented and attached to the contract as an exhibit. Where the supplier’s warranty references external documentation (e.g. product documentation, service descriptions), such documentation must be obtained, reviewed and attached to the contract before signature (Ref: SA s. 2.1; SA s. 6.1). Supplier may update specifications during the contract term but shall not materially reduce the scope or quality of the services.</li> <li>• Supplier agrees to correct free of charge any defects in Services notified by Company within 2 years from Delivery Date (Ref: SA s. 6.2; MinStan “Warranty”)</li> <li>• After expiry of warranty period, Supplier remains liable for hidden defects; rights become time-barred 5 years after Delivery Date (Ref: SA s. 6.3; MinStan “Warranty”)</li> <li>• If Supplier unable to cure defect, Company may: (a) require continued remedy, (b) remedy itself or via third party at Supplier’s cost, (c) request price reduction/refund, or (d) rescind the SOW for material defects (Ref: SA s. 6.4; MinStan “Warranty”)</li> </ul> <p><b>Service Responsibility (AI Context):</b></p> <ul style="list-style-type: none"> <li>• Supplier retains full responsibility for delivering services to required quality, cost and timelines regardless of AI tool performance (Ref: CoP s. 5.6)</li> <li>• Supplier is not relinquished of its obligations if the quality, completeness or accuracy of AI output does not meet expectations (Ref: CoP s. 5.6)</li> </ul> <p><b>IP-Related Warranty:</b></p> <ul style="list-style-type: none"> <li>• Supplier warrants that Results and Products/Services are free of third-party rights which might exclude or impact their use by Company (Ref: SA s. 6.5; MinStan “Warranty”)</li> <li>• See Intellectual Property section for IP indemnification provisions (Ref: SA s. 6.6; MinStan “Warranty”)</li> </ul>
<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	

<b>Potential Solutions</b>	
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**11. MISCELLANEOUS**

Topic	Miscellaneous
<b>Company standard</b>	<p><b>Cost Efficiency Transparency:</b></p> <ul style="list-style-type: none"> <li>• AI-driven cost efficiencies realised by Supplier must be transparently quantified (Ref: CoP s. 5.5)</li> <li>• Efficiencies must be reflected in future cost and effort estimates (Ref: CoP s. 5.5)</li> <li>• Example: reflected in improved velocity (Ref: CoP s. 5.5)</li> </ul> <p><b>Affiliates</b></p> <ul style="list-style-type: none"> <li>• Affiliates must beneficiaries (Ref: SA s. 13.1)</li> <li>• Affiliates defined as company ultimately controlled by Company Group Co. Limited. Rationale: Company is a state-owned entity (SOE) of the PRC. A broader affiliate definition (e.g. “common control”) would extend to all SOEs of the PRC, making Company prima facie responsible for their conduct under the contract.</li> </ul> <p><b>Termination</b></p> <ul style="list-style-type: none"> <li>• Company can terminate for convenience with 3 months notice period without termination charges (Ref: SA s. 11.3)</li> <li>• no termination right for supplier</li> </ul> <p><b>Liability</b></p> <ul style="list-style-type: none"> <li>• unlimited liability for wilful misconduct or gross negligence (Ref: SA s. 7.1)</li> <li>• unlimited liability for personal or property damages (Ref: SA s. 7.2)</li> <li>• unlimited liability for confidentiality or data privacy breaches (Ref: SA s. 7.2.)</li> </ul> <p><b>Assignment</b></p> <ul style="list-style-type: none"> <li>• Supplier may not assign its rights or delegate its duties without Company’s prior written consent, which may be withheld at Company’s sole discretion (Ref: SA s. 17.1; MinStan “Assignment”)</li> <li>• Company may assign to any of its Affiliates upon written notice; no further restrictions on Company’s assignment rights (Ref: SA s. 17.1; MinStan “Assignment”)</li> </ul> <p><b>Change of Control</b></p> <ul style="list-style-type: none"> <li>• Company retains the right to terminate or modify the Agreement in the event of a Change of Control of Supplier (ultimate change only, not internal reorganisations) (Ref: SA s. 11.2; MinStan “Change of Control”)</li> <li>• Desired Position: Supplier shall not have a right to terminate or modify the Agreement in the event of a Change of Control of Company (Ref: MinStan “Change of Control”)</li> </ul> <p><b>Choice of Law and Jurisdiction</b></p> <ul style="list-style-type: none"> <li>• Agreement governed by Country Laws (Ref: SA s. 19.1; MinStan “Choice of Law and Jurisdiction”)</li> </ul>

	<ul style="list-style-type: none"> <li>• Exclusive jurisdiction of courts of City (Ref: SA s. 19.1–19.2; MinStan “Choice of Law and Jurisdiction”)</li> </ul> <p><b>Exclusivity</b></p> <ul style="list-style-type: none"> <li>• Company will not agree to procure products or services on an exclusive basis from any counterparty (Ref: SA s. 3.2; MinStan “Exclusivity”)</li> </ul> <p><b>Payment Terms</b></p> <ul style="list-style-type: none"> <li>• Standard position: payment executed at end of month, 90 days net after receipt of undisputed invoice (Ref: SA s. 4.6; MinStan “Payment Term”)</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• Desired Position: Supplier shall maintain adequate general commercial liability insurance, professional liability insurance and, where applicable, product liability insurance for the duration of the Agreement (Ref: SA s. 10.1; MinStan “Insurance”)</li> </ul>
<b>Supplier proposal</b>	
<b>Gap</b>	
<b>Risks</b>	
<b>Potential Solutions</b>	

**12. REFERENCE DOCUMENTS**

	<b>Definitions</b>
<b>Reference Documents</b>	<ul style="list-style-type: none"> <li>• Supply Agreement for Services (with EU, CH &amp; UK DP) V 9.4. (“SA”)</li> <li>• Supplier AI Code of Practice V 1.4. (“CoP”)</li> <li>• Company Group Contract Clauses – Minimum Requirements and Desired Positions for Procurement Contracts V 1.0. (“MinStan”)</li> </ul>