



Legal Operations & Technology

Why, how and what's in it for me?

Three buckets of solutions



Personal
efficiency
habits



Continuous
improvement at work /
Legal Operations



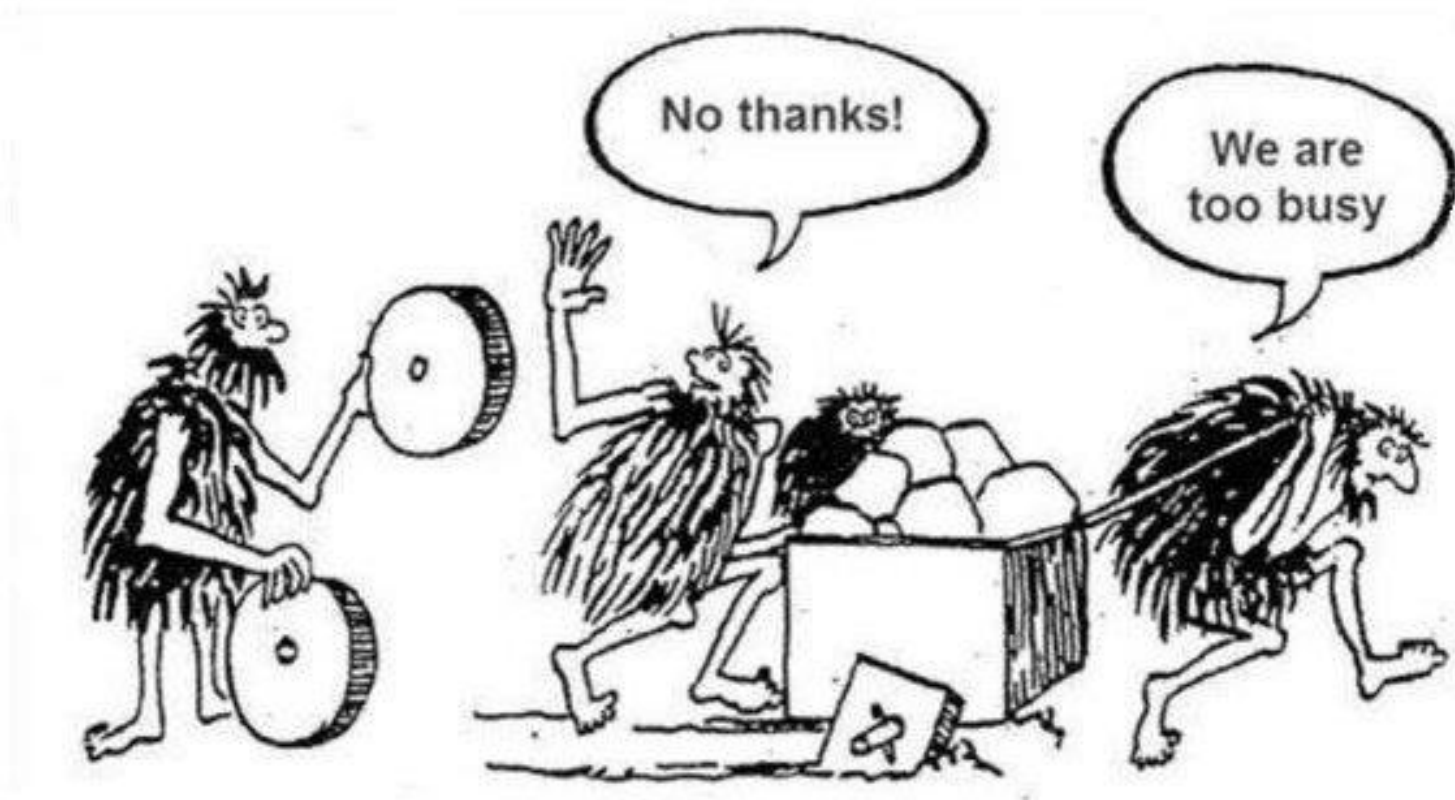
Technology: at
work and
everywhere



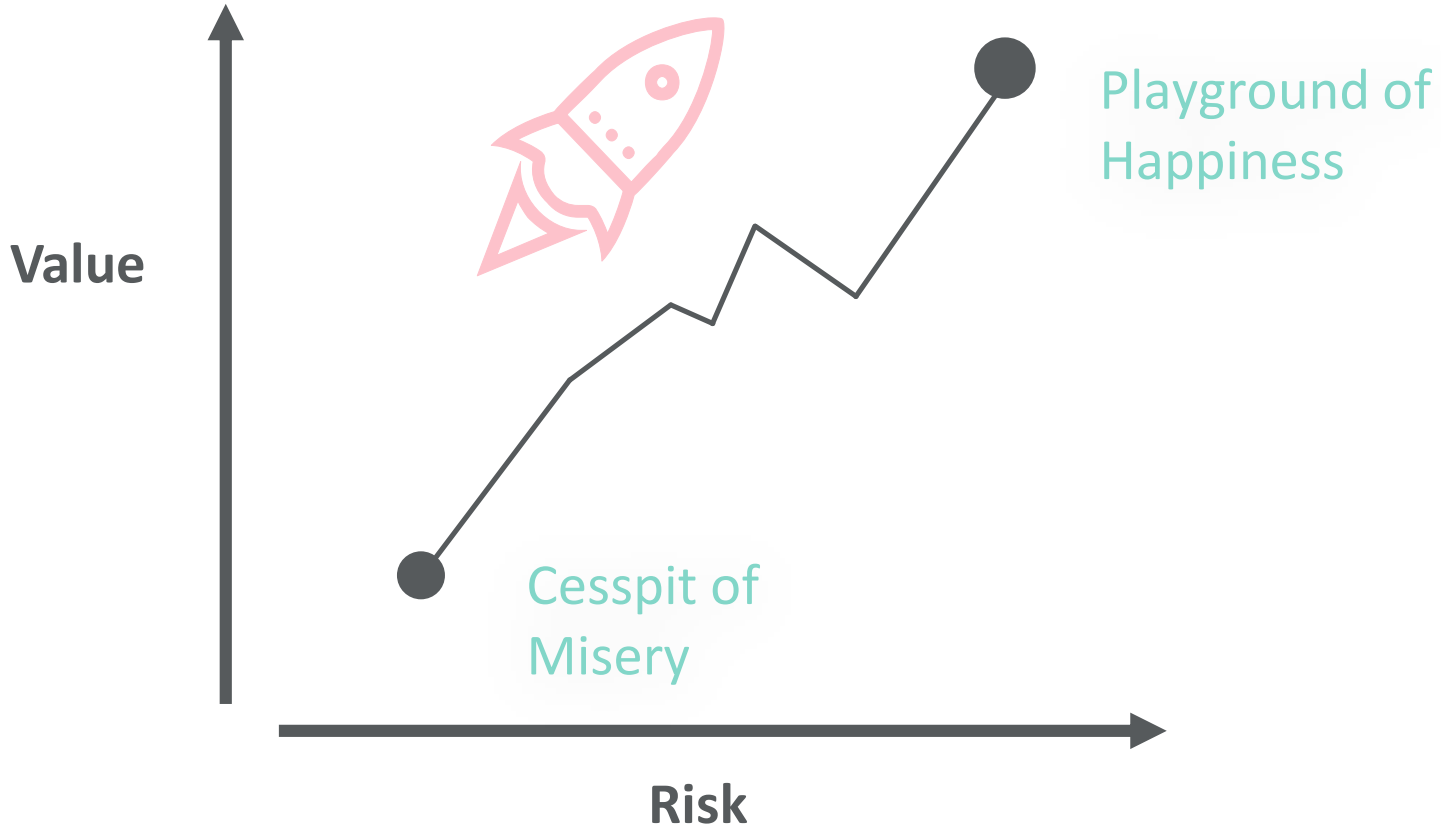
Why is this important?



Why should I care what others are doing?




The right kind of work



So, how do you
get started?





Personal
habits of
efficiency

Quick wins ...

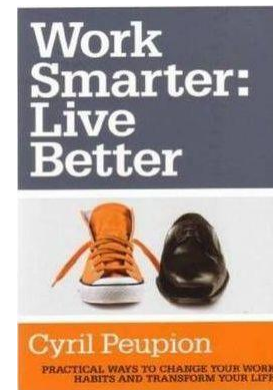
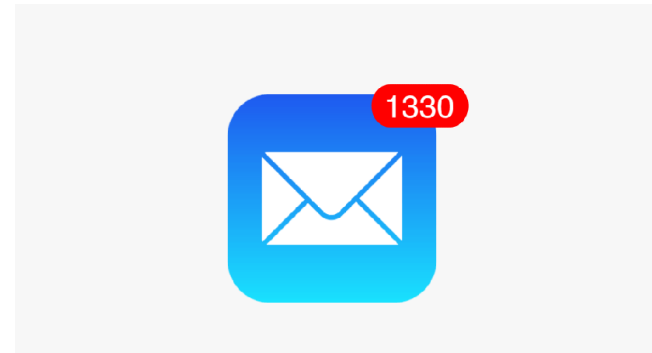
what you can get started on now (and for free)

Be ruthless about meetings

Email

Notifications

To do list in calendar





Legal
Operations

Can an in-house legal team be like a Formula 1 pit crew?



Hatch in-house legal team was actually a Formula 1 pit crew - circa 2013!

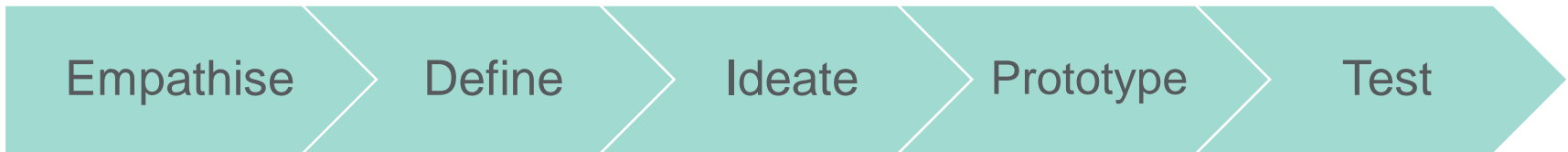




Use a framework to help you think about CI and generate ideas



Lean



Design Thinking



Agile



Our 10 KPIs for leading in-house legal teams



“TIM WOOD” Identifying waste



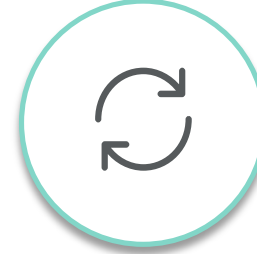
Talent

Wrong person for the task



Inventory (WIP/info)

Incomplete, undelivered work



Motion

Wasted movement of stuff



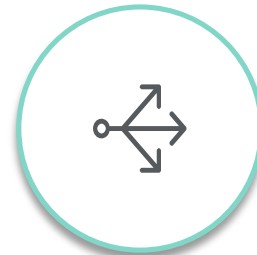
Waiting

... on info, people etc



Over-production

Doing more than is needed
at the required time



Over-processing

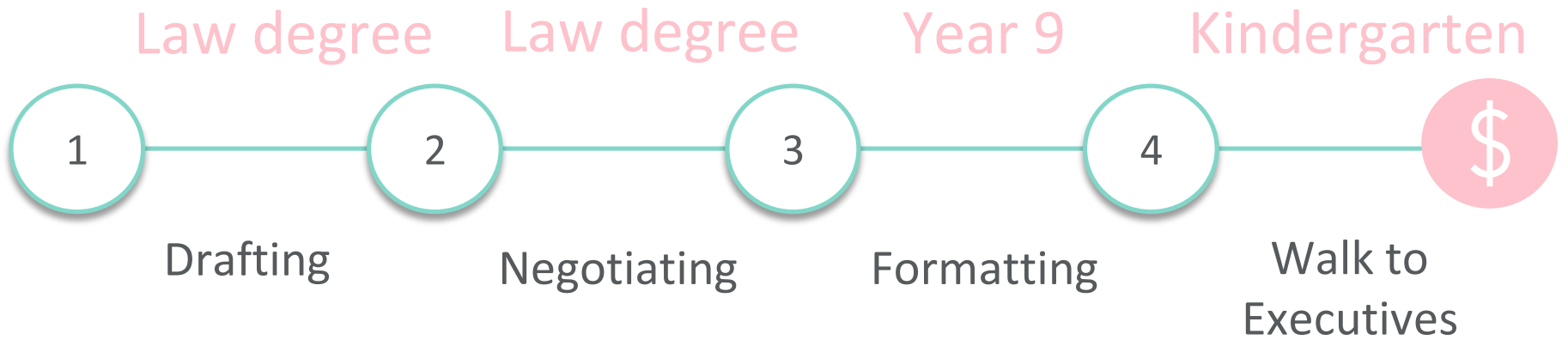
Effort that doesn't add
value



Defects

Errors, mistakes, re-work

Breaking apart processes



What should you focus on?

Directly align work to organisational strategy

Prioritise “important” work

Spend more time creating value & less time protecting it

Empower clients to take predictable, sophisticated risks

Perform it efficiently and effectively

Key elements to address

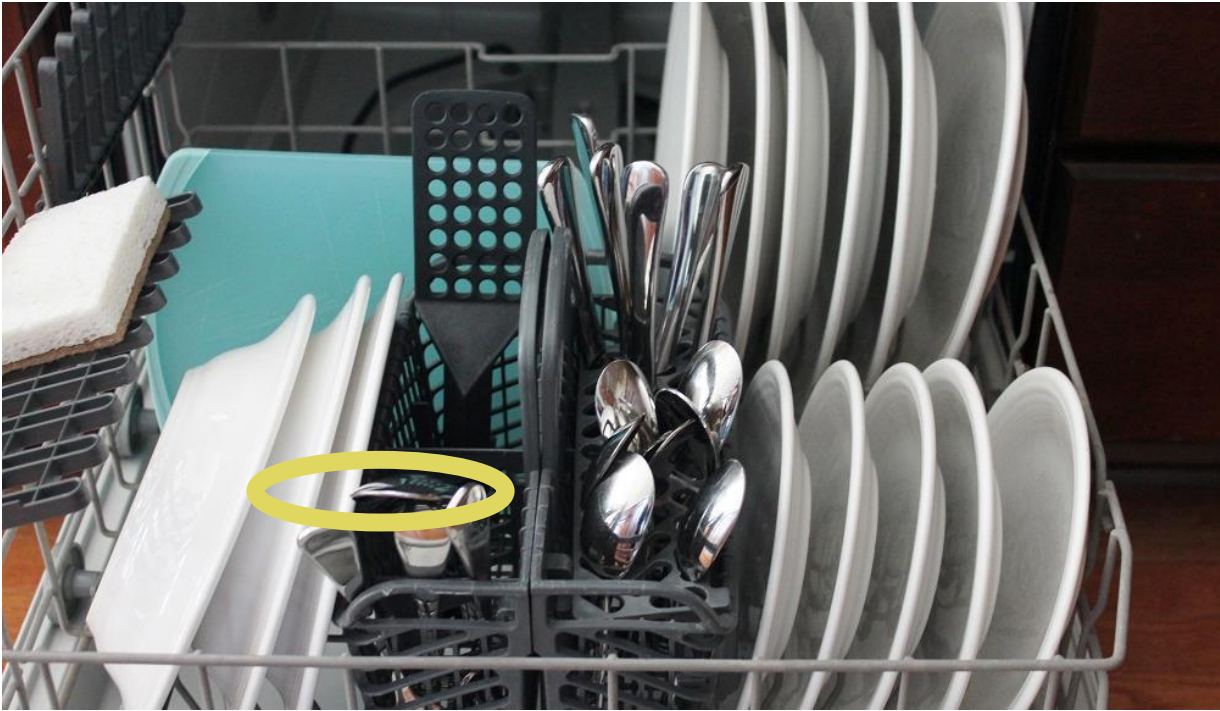
Organisational
priorities

Legal strategic
plan

Understand
the
organisational
risk profile

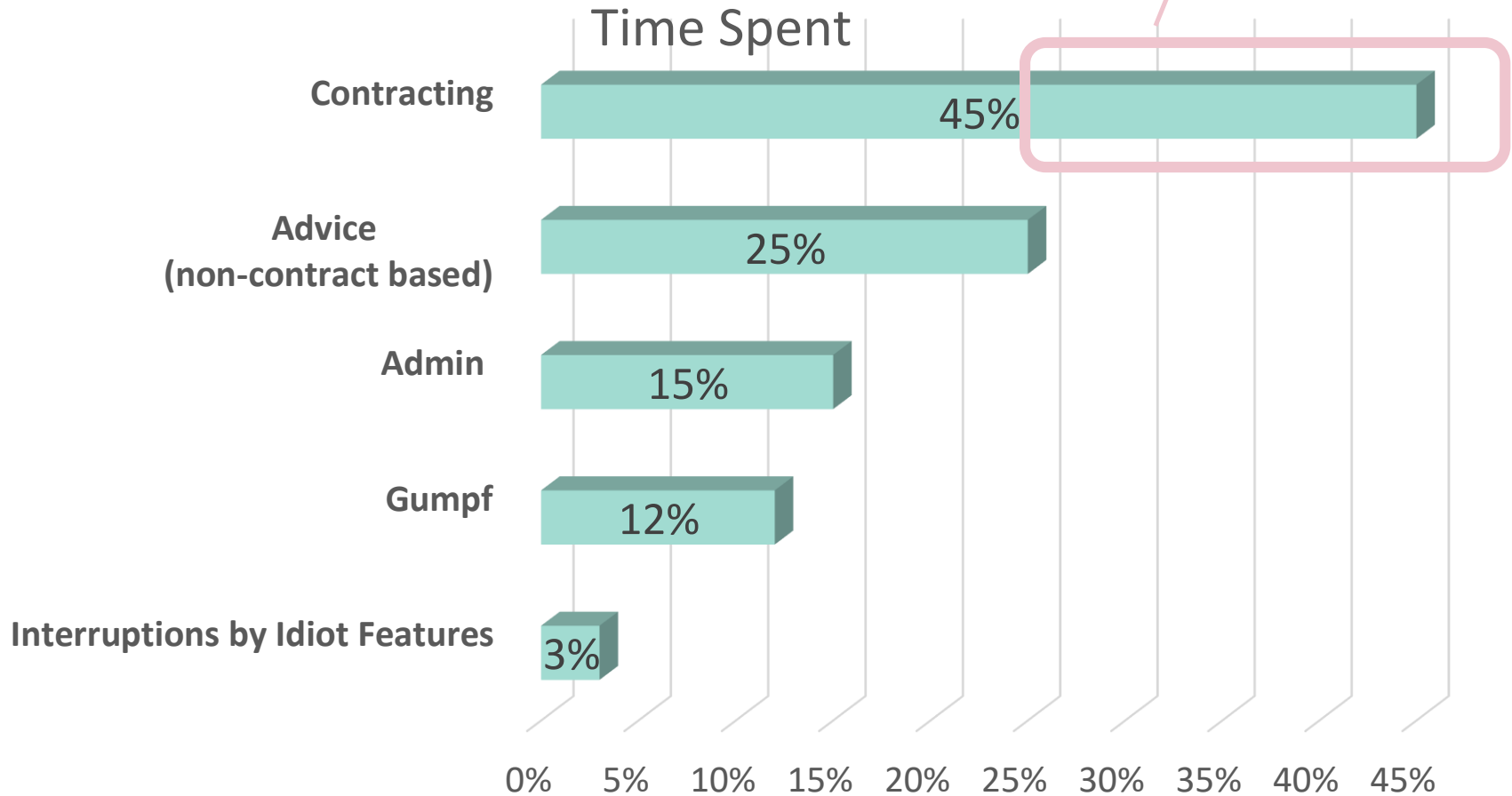
Empower your
clients

At home





War on contracting





How can
legal tech
help?

5 guiding principles for selecting legal tech

1. Your starting point should not be a tech vendor who may try to sell a solution to problems you may not have or that are not a priority.
2. Clarify the key problem(s) to solve e.g. info/doc management or automation. Be clear on the 'use case' in your organisation.
3. Consider whether there are any low-tech options using systems you already have that are being under-utilised.
4. Capture the data you need to be able to compare current vs future state and continuously improve.
5. Be prepared to run a pilot or develop a proof of concept – a short term pivot will save you in the long term.

A typical sequence

01

Fix your Documents



Template review

Fix your Processes

02



Process/workflow mapping

03

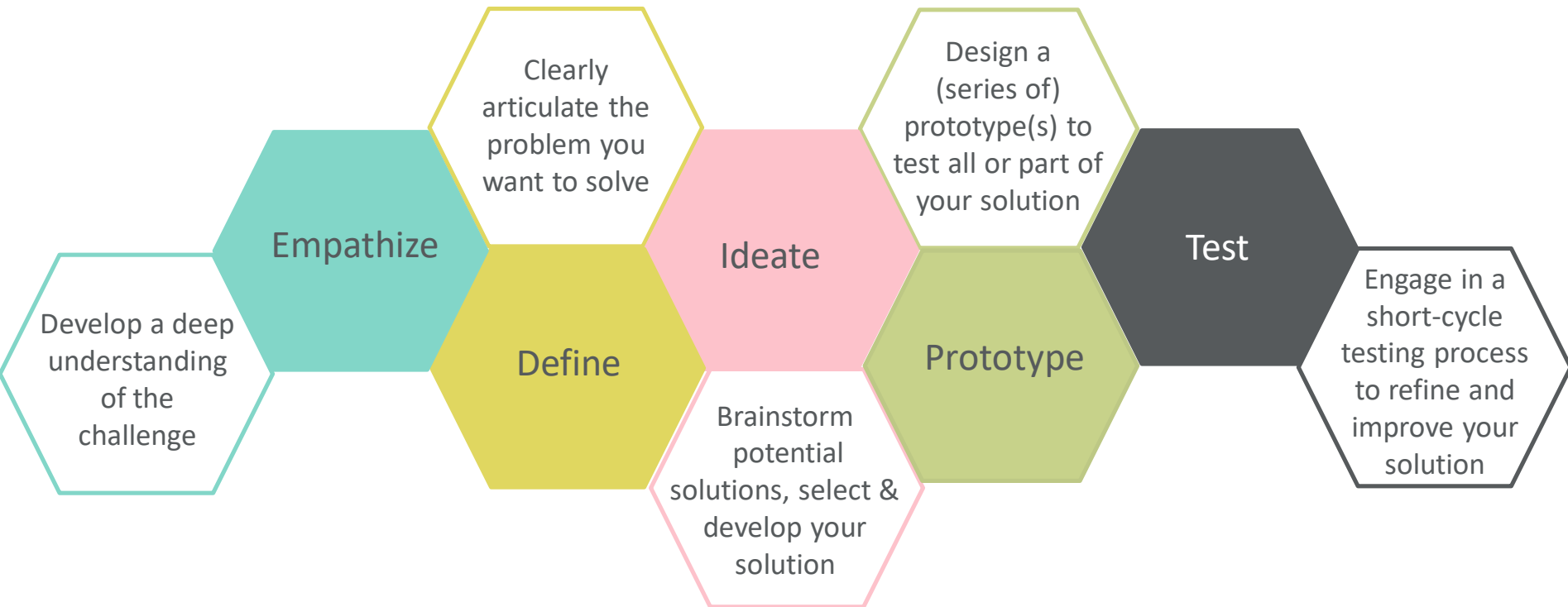
Fix your Systems



Technology Solutions

Legal Tech

Using Legal Design Thinking to implement legal tech



What does success look like?

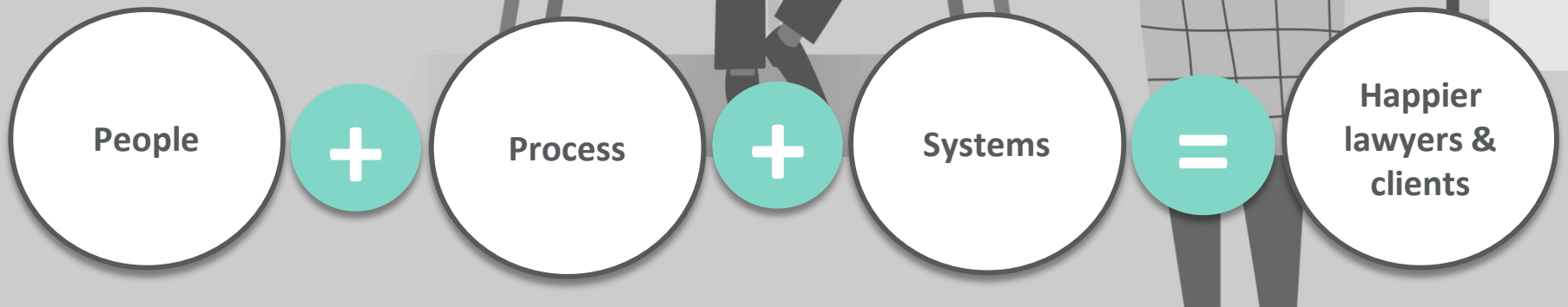
right **People** doing the right **Work**



streamlined, efficient **Processes**



optimal use of the right **Systems**



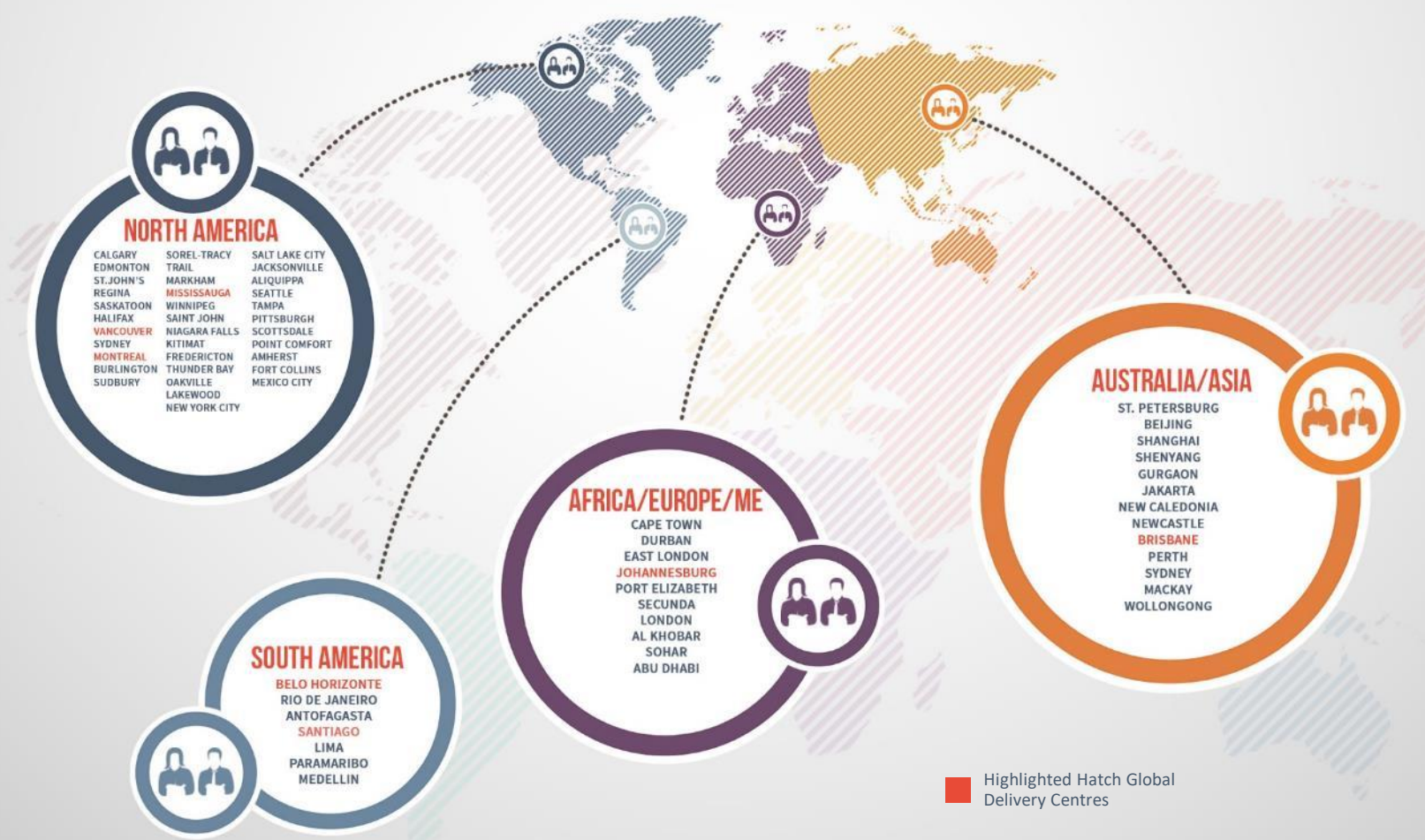
Design Thinking for In-House Legal Services

- About Hatch
- In-house legal context
- What is Design Thinking
- Design Thinking in Action





Who we are



In-House Legal Context



Hatch is difficult to deal with....

By Reuters Photographer / REUTERS - <https://stock.adobe.com/ee/editorial/haitian-security-police-line-up-to-contain-mob/146542311>

It doesn't have to be this way...



Design Thinking and the Law | IDEO ...
designthinking.ideo.com

HATCH

Legal Problems are Human Problems



Image: <https://www.amazon.in/Westinghouse-0344300-Trans-Amber-Incandescent/dp/B000HJBDU0>.

IDEO Design Thinking Framework



FRAME A QUESTION

Identify a driving question that inspires others to search for creative solutions.

GATHER INSPIRATION

Inspire new thinking by discovering what people really need.

GENERATE IDEAS

Push past obvious solutions to get to breakthrough ideas.

MAKE IDEAS TANGIBLE

Build rough prototypes to learn how to make ideas better.

TEST TO LEARN

Refine ideas by gathering feedback and experimenting forward.

SHARE THE STORY

Craft a human story to inspire others toward action.

Source: IDEO: <https://www.ideo.com/pages/design-thinking>

Design Thinking in Action...



LawyersWeekly
CORPORATE COUNSEL SUMMIT 2019

PRINCIPAL PARTNER
LOD lawyers on demand

MARY O'CARROLL
Head of Legal Operations, Technology and Strategy, Google

KEYNOTE SPEAKER

Top 5 In-House Challenges

- “You do you” – inconsistent legal advice
- Tracking matters and workload
- Knowing what is being asked of legal
- Reinventing the wheel (not capturing, sharing or re-using project or expertise)
- Losing Knowledge when people leave

* Notes from March 2019 Summit (Sydney)



1. What's one thing you observe?
(Don't interpret, just describe)
2. Why might this be happening?
(Interpret in terms of unmet needs and motivations)
3. What solutions come to mind?
(Think new/changed services that could meet needs)

Short-cuts – physical or otherwise....



▲ Desire paths are evident in the grounds surrounding the National Congress of Brazil, Brasilia.
Photograph: Alamy



Ted Talk - What can we learn from short-cuts?

https://www.ted.com/talks/tom_hulme_what_can_we_learn_from_shortcuts

- Q: What short-cuts (adaptations / workarounds) do people make at work (save money, save time....)
- What does the short-cut tell you about people's needs?

<https://www.theguardian.com/cities/2018/oct/05/desire-paths-the-illicit-trails-that-defy-the-urban-planners>

Aligning with corporate strategy



INNOVATING

exceptional ideas

exceptional service.

We are passionately committed to the pursuit of a **better world** through **POSITIVE CHANGE**

OUR MISSION
TOGETHER we create unprecedented outcomes for our clients by **partnering with them** to develop **better ideas.**

Our **exceptional, diverse teams** combine vast engineering and business knowledge, applying them to the **world's toughest challenges.**

We build practical **SOLUTIONS** that are **SAFE** **INNOVATIVE** & **SCALABLE**

connected organization

cost effective, efficient delivery

OUR VALUES
We believe in exceptional ideas delivered with exceptional service.
DOING OUR homework
Achieving **NO** harm

INNOVATING all that we do

Engaging great people who make a difference

Acting like **OWNERS**

Encouraging a flat, connected organization

ENSURING cost effective, efficient delivery
Thinking globally; acting locally

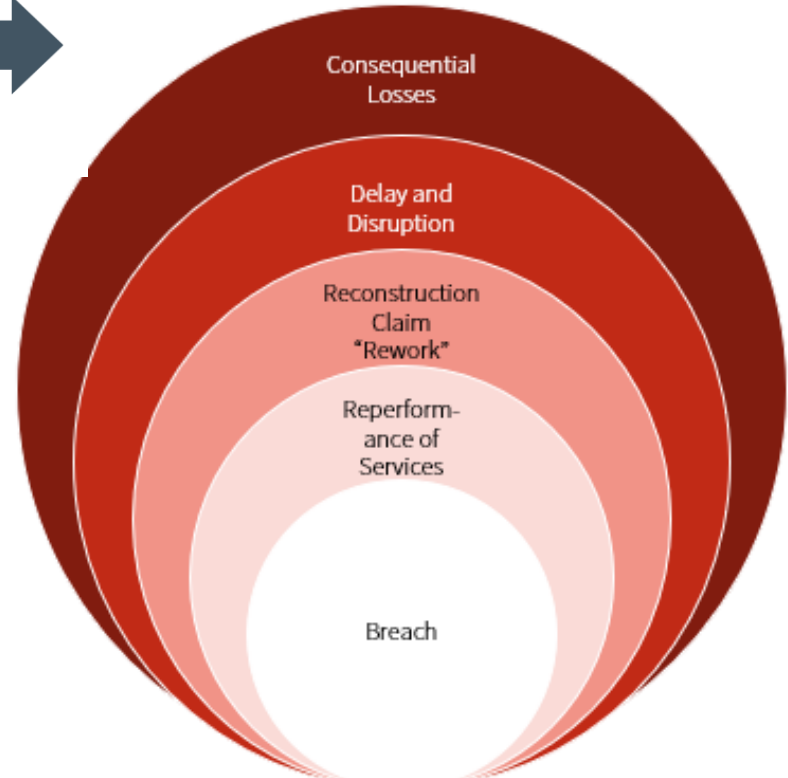
Being unconditionally **HONEST**

nurturing long-term relationships

Living our commitments with integrity

Thinking globally; acting locally

Going Visual...



Complete Schedule Information		TCs															
<p>HATCH</p> <p>Sub-consultancy services to Hatch</p> <p>SUBCONSULTANCY AGREEMENT - SCHEDULE</p> <table border="1"> <tr> <td>1. Hatch</td> <td>(Insert full name and address of contracting Hatch entity)</td> </tr> <tr> <td>2. Subconsultant</td> <td>(Insert full name and address of subconsultant)</td> </tr> <tr> <td>3. Services</td> <td>(Describe or refer to document that describes services)</td> </tr> <tr> <td>4. Client</td> <td>(Insert full name and address of client)</td> </tr> <tr> <td>5. Head Agreement</td> <td>(Insert details of head agreement, parties' names, date of agreement and description of agreement)</td> </tr> <tr> <td>6. Project</td> <td>[]</td> </tr> <tr> <td>7. Invoicing and Payment</td> <td>(Set out rates details if payment is on schedule of rates basis and include a payment schedule such as below) All invoices submitted by the Subconsultant will be reviewed by Hatch within ten (10) days.</td> </tr> </table>		1. Hatch	(Insert full name and address of contracting Hatch entity)	2. Subconsultant	(Insert full name and address of subconsultant)	3. Services	(Describe or refer to document that describes services)	4. Client	(Insert full name and address of client)	5. Head Agreement	(Insert details of head agreement, parties' names, date of agreement and description of agreement)	6. Project	[]	7. Invoicing and Payment	(Set out rates details if payment is on schedule of rates basis and include a payment schedule such as below) All invoices submitted by the Subconsultant will be reviewed by Hatch within ten (10) days.	<p>HATCH</p> <p>Sub-consultancy services to Hatch</p> <p>CLAUSE 1. SUBCONSULTANCY AGREEMENT</p> <p>1.1 These terms and conditions govern the subconsultancy agreement ("Agreement") between the Hatch entity identified in item 1 of the Schedule ("Hatch") and the subconsultant identified in item 2 of the Schedule ("Subconsultant") in relation to the subconsultancy services identified in item 3 of the Schedule ("Services").</p> <p>1.2 The Services form part of the services being provided by Hatch to the Client identified in item 4 of the Schedule ("Client") under the head agreement identified in item 5 of the Schedule ("Head Agreement") for the project identified in item 6 of the Schedule ("Project").</p> <p>1.3 Each party will advise the other of the person appointed by it to act as its representative and its representative will have the authority to act on its behalf for all purposes in connection with this Agreement.</p> <p>CLAUSE 2. SUBCONSULTANCY SERVICES AND RESPONSIBILITIES</p> <p>2.1 Hatch may, by written notice, make changes to the Services. The Subconsultant shall comply with any such changes, provided that such changes do not have the effect of substantially altering the nature of the Services.</p> <p>2.2 The Subconsultant must not make any representation or incur any liability on behalf of Hatch or the Client, or subcontract any portion of the Services without the prior written consent of Hatch.</p> <p>2.3 Hatch may, by written notice, make changes to the Services. The Subconsultant shall comply with any such changes, provided that such changes do not have the effect of substantially altering the nature of the Services.</p> <p>2.4 If any dispute arises between the parties, Subconsultant</p>	
1. Hatch	(Insert full name and address of contracting Hatch entity)																
2. Subconsultant	(Insert full name and address of subconsultant)																
3. Services	(Describe or refer to document that describes services)																
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Rethinking contracts....



Thanks to compromise they were moving closer.

CartoonStock.com

“The way the law is largely practiced, invites lawyers to solve problems by first making them bigger and by then aggressively holding a position until a decision is imposed or a compromised based on brinkmanship is reached.”

Anne-Marie Rice, 2018 WLAQ Lawyer of the Year “Why Tired Matters”
<https://www.ricemediations.com.au/wp-content/uploads/2018/10/WLAQ-acceptance.pdf>

Getting buy-in... (*empowering and enabling*)



Hatch CAG and Legal Services
Design Thinking Workshop
May 6, 2019



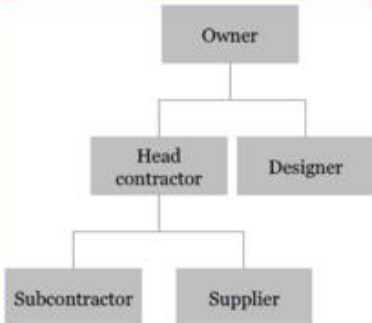
Industry buy-in...

WIMARQ Event Summary: 'Design Thinking' Panel Discussion

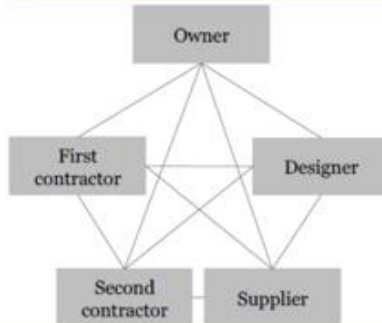


On Thursday 15 November, in collaboration with Women in Mining and Resources Queensland ([WIMARQ](#)), Hatch hosted a panel discussion on Design Thinking, welcoming over 100 guests to our Brisbane office.

Traditional contracting



IPD



Owen Hayford, Partner

<https://www.pwc.com.au/legal/assets/collaborative-contracting-mar18.pdf>

Ready Reckoners* for contracts – key questions for users in plain speak (not legalese); face page of contract to be linked; build role description around contract needs and KPIs (how do we make it palatable for all of team to understand practical need for contractual elements, from grads upward)

Get input from end users on what should be in the contract; let everyone involved in the contract have own complete copy to mark up at will; frequently ask questions

Simplification; separate contract for the independent parts of a single project; categorise projects; monthly reports

Involve/consider all other stakeholders in framing the problem (outside the legal team!)

How might we...
make **contracts more useful** to the people on site who are managing the work, and use it as a platform for improved performance and drive project success?

Front page links to each section; plain English; set out in a way that when problems are raised, can easily link to relevant clause

Commercial awareness training (interactive workshops for users); summarise contract terms; Q&A; simplify

Simplification of terms; one page summary of what operations need to know; shorter contracts – remove legalese; change mindset of "leave to lawyers" – have commercial parties assess risk allocation; consider how commercial models (loss/gain) mechanisms can drive project success eg. if designer produces innovative design that saves quantities, designer get an upside gain.

*Ready Reckoner in contracts identifies optimum and follow a questions, and to deliver quick and straightforward understanding of the contract

What success looks like...

From: Mike Green <mgreen@objectsharp.com>

Sent: Saturday, 1 June 2019 1:18 AM

To: Eardley, Frances <frances.eardley@hatch.com>

PS to Frances: I hate the way most lawyers use legalese to make the contracts more difficult to read for the layman. Your writing very clear and easy to understand. Are you SURE you are a lawyer?? (just kidding...thanks again!...Mike)



MIKE GREEN
President & CEO

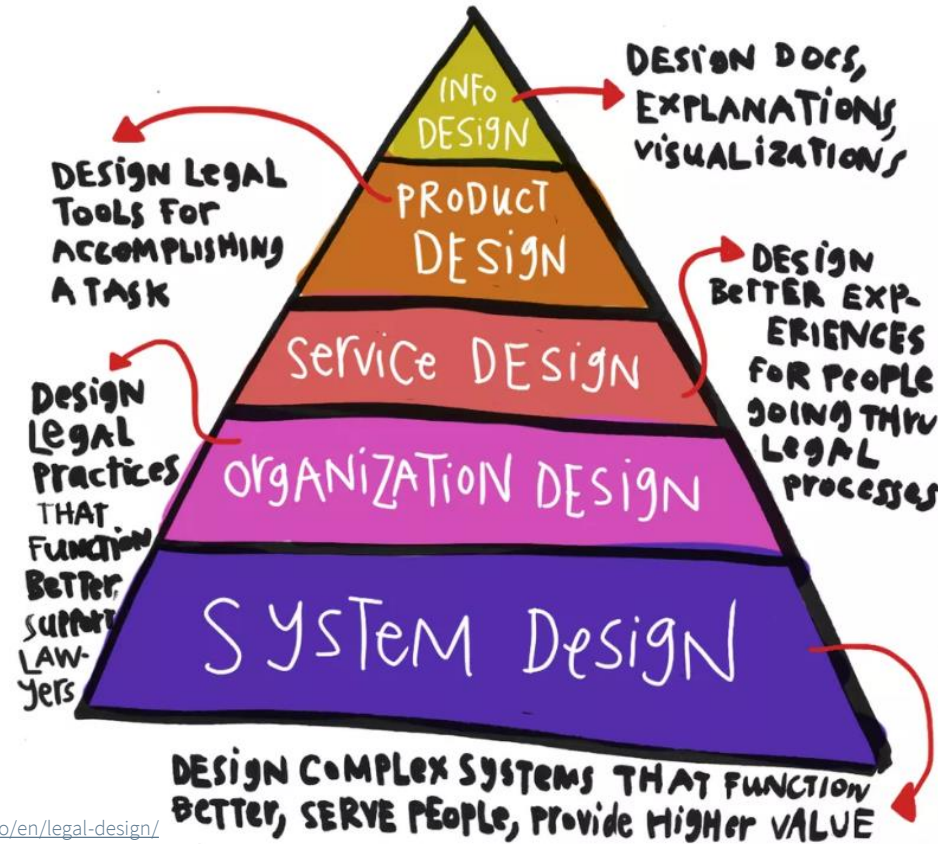
Tel.: 416-649-3690 ext. 205 | **Cell:** 416-859-6479 | **Fax:** 416-640-1916

Twitter: [@TeamObjectSharp](https://twitter.com/TeamObjectSharp) | **Blog:** objectsharp.com/MikeG

Office: 40 University, # 1301, Toronto, ON M5J 1T1 | www.objectsharp.com

**reproduced with permission*

Ongoing journey – identifying opportunities



Margaret Hagan <http://www.lawbydesign.co/en/legal-design/>

Hatch's Legal Operations Journey



2019 ACC Value Champions Hatch & Lexvoco

“Knowledge management is not easy. This team put together a visually pleasing self-service solution and drove adoption. The project is replicable; similar user interface would be of interest to law departments of any size.”

From the Judges of the 2019 ACC Value Champions

Source: <https://www.acc.com/2019-value-champions-hatch-lexvoco>

Hatch Global Legal Information Sharing Platform

The screenshot displays the Hatch SharePoint interface for 'CAG & Legal Services'. The 'Topics' menu is open, listing various legal and commercial topics. The main content area features a 'Winning Work' section with a 'LEARN MORE' link and a 'Quick links' section with three items: 'Signing, Approvals & Risk Review', 'Professional Services Agreement', and 'Engage Legal (for review of a client-form agreement)'. A process flow diagram at the bottom shows the stages: 'Winning work', 'Initiation', 'Planning & Set Up', 'Execution & Control', and 'Close Out'. A callout box highlights the 'Engage Legal' step, and a 'Get the mobile app' button is located in the bottom right corner.

- User-focused
- Multi-disciplinary collaboration
- Self-service in own time and remote access
- Visual tools

Get the mobile app



Engage Legal Email

- Receive better instructions
- Reduces no. of emails/phone calls
- Clients also own the issues

From: frances.eardley@hatch.com
 To: Eardley, Frances
 Subject: FW: Engage Legal- [client name and project]

Hi [add name of [CAG & Legal Services Member](#)]

I'd like your assistance in relation to the **attached** [add description of agreement/document]. To provide some context, I have completed the information about Hatch Fees and Scope of Work in the table below:

Hatch's Fees and Scope of Work – Relevant Considerations	Project Team Response
A. Hatch's expected fees? Identify if: 1. [redacted]	Currency/Amount
B. Briefly describe the proposed project/Hatch services. Identify if: 1. [redacted]	

[Delete Option 1 or Option 2]

[Option 1:] Hatch's fees are expected to be < \$[redacted].

I have reviewed the contract terms with assistance from:

- [if applicable, name of local [Commercial Manager](#); and the [Hatch Client Contracting Guidance](#) [hyperlink] and the template [Contracts Qualification Table](#) [hyperlink].

I have the following specific questions, and **attach** fyi, my draft [add description of agreement/document or contracts qualifications table]:

1. [set out specific questions]

[Option 2:] Hatch's fees are expected to be >\$[redacted].

I'd like your review of the [add description of agreement/document]. My initial views on the 5 key contracting principles (noting the [Hatch Client Contracting Guidance](#) [hyperlink]) is set out below:

	5 KEY CONTRACTING PRINCIPLES	Yes ("clause number)	No	PROJECT TEAM RESPONSE <i>(indicate if clause is satisfactory or amendment required)</i>
1	Standard of care Is there an appropriate standard of care?		<input type="checkbox"/>	
2	LIABILITY Liability Limit Is Hatch's liability capped to an appropriate amount?		<input type="checkbox"/>	
	Exclusion of Liability for consequential losses Has Hatch appropriately excluded liability for consequential losses?		<input type="checkbox"/>	
3	Indemnity Are Hatch indemnities fault-based and within liability limit?		<input type="checkbox"/>	
4	3 Is Insurances Are required Hatch insurances within standard Hatch levels?		<input type="checkbox"/>	
5	Intellectual Property (IP) Does Hatch retain ownership of its background IP?		<input type="checkbox"/>	
	Other		<input type="checkbox"/>	

WINNING WORK



Here you'll find the information you need when establishing client relationships and opportunities.

- + Signing, Approvals & Risk Review
- + Intellectual Property
- + Proposals & Tenders
- + Confidentiality
- + Insurances
- + Hatch Corporate Information
- + Teaming & Joint Ventures



Initiation

Here you'll find the templates, documents and information you need for proposals and contracts.

- + Secondments
- + Client Agreement (Prime Contract)
- + Commercial Terms
- + Sub-consultancies / Sub-contracts

Once signed, you will need to properly manage the storage of these important documents in accordance with [Hatch's Document Storage Protocol](#).



Confidentiality

Resources

Standard Form Confidentiality Agreements

- [Mutual disclosure](#)
- [Disclosure by Hatch](#)
 - available also in [Chinese](#)
- [Disclosure by Hatch \(Technology\)](#)
- [Disclosure to Hatch](#)

Checklist

- [1-Page Confidentiality Checklist](#)

What you should use...

Standard Forms

Hatch has **different confidentiality agreements** depending on whether Hatch is **disclosing** information, **receiving** information or both (i.e. **mutual disclosure**). All you need to do is download the appropriate template (to your left) and fill in the blanks.

Checklist

Where a client or third party insists on using their template, you can use the *Confidentiality Checklist* to review the confidentiality agreement you've been given.

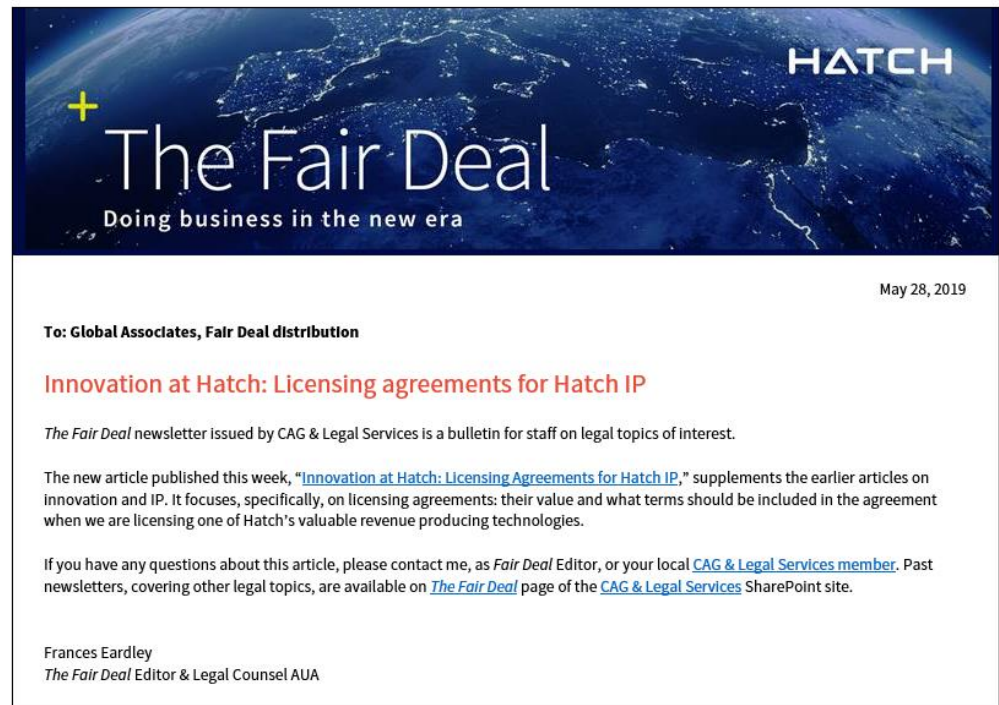
Further Information

Want to know more about confidentiality agreements? Check out the Fair Deal articles:

- [Confidentiality Agreements - What to do](#) provides guidance on what CAs are for, who signs for Hatch, and how to use them.
- [Protecting Confidential Information](#) - for key reminders on how to use, access and store confidential information.

Internal Legal Newsletter

- Regular updates on legal topics of interest
- Also serves purpose of:
 - a “How to Guide”
 - reinforcing use of the SharePoint site



Next steps for our SharePoint site



– Use as a training platform

Battle of the Forms - What is the Contract?
32 2

What to do when you receive a purchase order

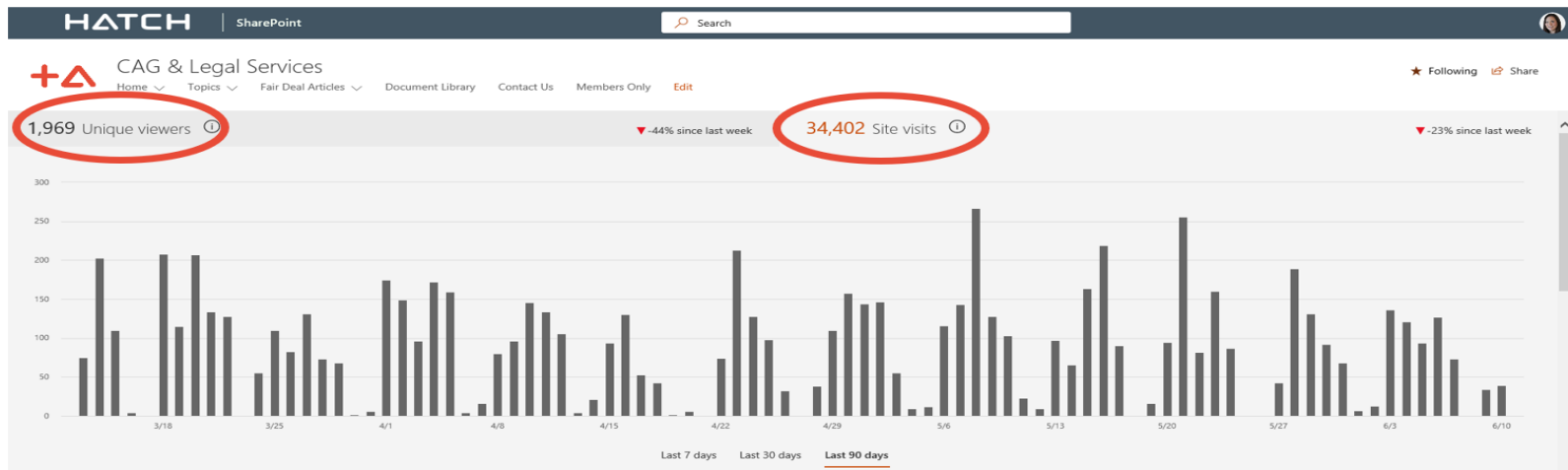
Carefully review the PO.

- If the PO states the client's terms and conditions apply you must address this with the client.



Impact of Self-service Tools

- Reduction in routine requests
- Positive feedback & imitation
- Site Usage Data



Next steps - Hatch's Legal Operations Journey



Thank you.
+

For more information,
please visit hatch.com

HATCH

Contact us

Contact Name

Contact Number

Contact Email

