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Create a clause

In ICM, you can create various clauses for various contract types. In this tutorial, we will create the Payment Terms clause for MSA agreement

Let us understand how to create this clause:

To create a clause:

- 1. On the ICM Dashboard, click **Clauses.**
- 2. On the **Clauses** page, click **Create Clause.**
- 3. The Create Clause page consists of 3 tabs.
 - Details
 - Team
 - Verify

Let us enter the appropriate information in these tabs to create a clause.

Details

Field	Action
Contract Type	Select the appropriate contract type for which you want
	to create a clause.
	In this example, we are creating a clause for MSA
	agreement. So, select Contract Type as MSA.
Applicable for all contract types	In this field, select Yes or No based on whether you want
	the clause available for all contract types in the future.
	In this example, we don't wish to make this clause
	available for all other contract types. So, select No.

Name	Enter the appropriate name for your clause.
	In this example, we are creating Payment Terms clause. So, we type name as Payment Terms Clause.
Clause Group	Select the appropriate clause group under which you want to place the clause.
	In this example, we want to place this clause under the Legal group. So, select Legal .
	These groups can differ from organisation to
	organisation. So, you need to select the appropriate
	group as per your organisation standard. Right now we
	are placing this clause under the legal group.
Clause Description	In this field, enter the appropriate description for your
	clause.
	Since we are creating the Payment Terms Clause, we
	write description as:
	This clause details about the payment terms.
Clause Language	Select the language of your clause. Select the clause
	language that you are going to use.
	In this example, we select language as English (United
	States)
Primary Clause	Select Yes or No depending on whether the current
	clause is primary or secondary. If you are creating
	Primary clause then select Yes else select No .
	,
	In this example, we want to create a primary clause. So, select Yes .
	If you select No then the Linked Primary Clause (the
	primary clause to which the current clause is linked) box
	appears.
L	

Linked Primary Clause	Select the clause to which the current clause is linked.
	In this example, we are creating the primary clause so
	there is no linked clause for us to select.
Is Alternate Clause	Select Yes or No depending on whether the current
	clause is alternative option to another clause. If you
	select Yes, the Select Clause list appears. You need to
	select the appropriate clause from the list.
	In this example, this clause is not alternative option to
	any another clause. So, select No.
Is Mandatory	Select Yes or No depending on whether the clause is
	mandatory for the selected contract type.
	In this example, if you want to make this Payment Terms
	Clause mandatory for your contract type MSA then select
	Yes else select No.
	Select Yes because we want this clause as mandatory.
Is Editable	Select Yes or No depending on whether you want to
	make the clause editable. If you select Yes then anyone
	can edit this clause in an agreement. (When you select
	Yes, the Deviation Analysis field is enabled).
	In this example, we do not want to make this clause
	editable. So, select No.
Deviation Analysis	
	In this example we do not want to make the Payment
	Terms Clause editable. So, there is no question of
	tracking the changes. So, this field is not applicable here.
Is Dependant Clause	Select Yes or No depending on whether the clause is
	dependent on another clause.
	If you select Yes, the Select Clause list appears. In
	the Select Clause list, you need to select the appropriate
	clause to which the current clause is dependent.
	In this example, we want to create the Payment Terms
	Clause as an independent clause. So, select No .
Clause Text	Here type the clause text that makes the content of the
	clause.
	In this example our clause content is:
	Upon receipt of an invoice from Contractor, Operator
	shall pay Contractor for those services, equipment, and
	shan pay contractor for those services, equipment, unu

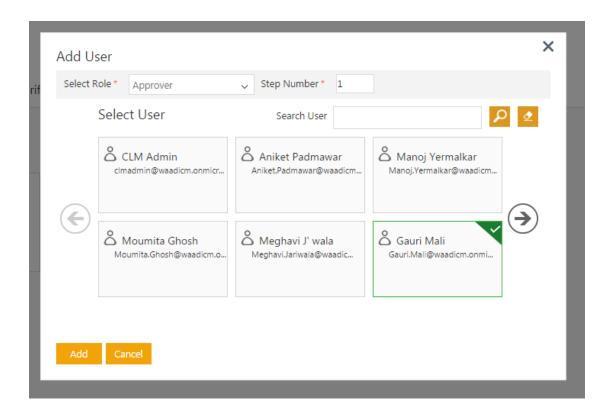
	materials furnished by Contractor at the rates specified in Contractor's Rate Schedule, attached and incorporated as Exhibit A, and the applicable Work Order. Operator shall have 30 days from the date of the invoice to pay the amount due thereon, or to notify Contractor in writing of a bona fide dispute asserted in good faith as to one or more of the invoice items. If Contractor has not received payment of the invoiced amount within 30 days from the date of the invoice, Contractor shall be entitled to claim and pursue all available legal and equitable remedies against Operator to recover the invoiced amounts (except amounts in dispute), and shall be entitled to recover from Operator all invoiced amounts not in dispute, plus Contractor's collection and litigation costs (including attorney fees), plus interest on all amounts owed at the highest rate allowed by law.		
	You can also use the desired attribute from the Attributes list that appears on the right. You can also format the clause content by adjusting font, font size etc.		
File	This is an alternative option to write a clause in the Clause Text field. You can write a clause in a word file and upload the word file using this Select File field.		

Create Clause					
1 Details	2 Team	3	Verify		
Contract Type *			MSA 🗸	Applicable for all cont	tract types No
Name *		[Payment Terms Clause]	
Clause Code			Auto Generated		
Clause Group *			Legal 🗸		
Clause Description			This clause details about the payment terms.	a	
Clause Language *			English (United States) 🗸		
Primary Clause *			Yes		
Is Alternate Clause			No ?		
Is Mandatory			Yes		
Is Editable	No 🥐				
Deviation Analysis	No 🥐				
Is Dependent Clause	No 🥐				
Clause Text *	B I U		E 2 0 x, x' E 5 3 5		Attributes Account Address1
	furnished by Cor and the applicab thereon, or to nu items. If Contrac Contractor shall the invoiced amu not in dispute, p	(inherited font) (
File	Select File				
Version Comments	Please enter the oversion.	comments fo	or this		

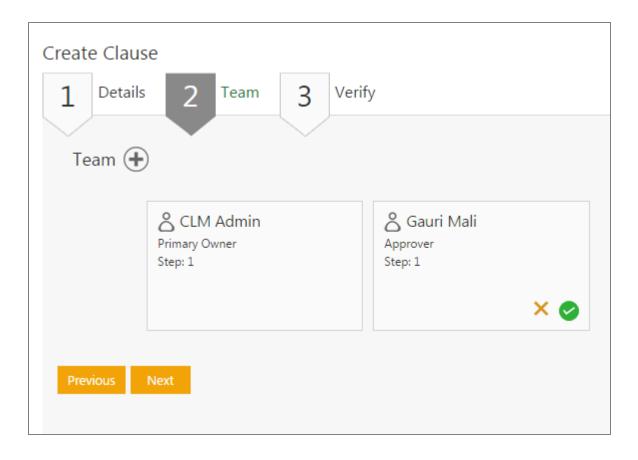
File	Select File
Version Comments	Please enter the comments for this version.
Next	

Team

Under the team tab, we select the team for our clause. For example, approver, reviewer.



- a. In the Select Role list, select the appropriate role of the user. In this example, we select role as Approver because we need to send this clause for approval. ICM has strong approval processes for each entity relating to an agreement.
- b. Under **Select User**, select the appropriate user.
- c. Click **Add**. The user with their use role appears in the team tab. You can click K to remove the user from the list.
- d. Click Next. The Verify tab appears.



Verify

On the **Verify** tab, verify the clause information that you have entered. If you want to go back and make changes to the information that you have entered then click **Previous.** If you are satisfied with the clause information that you have entered then click **create** to create the clause. The clause appears with the **Draft** status.

Details 2 Team	3 Verify
	•
Details	
Clause Name :	Payment Terms Clause
Clause Code :	Clause_369
Clause Group :	Legal
Clause Description :	This clause details about payment terms.
Primary Clause :	Yes
Clause Language :	English (United States)
s Alternate Clause :	No
s Mandatory :	Yes
s Editable	No
Deviation Analysis :	No
s Dependent Clause :	No
Clause Text :	Upon receipt of an invoice from Contractor, Operator shall pay Contractor for those services, equipment, and materials furnished by Contractor at the rates specified in Contractor's Rate Schedule, attached and incorporated as Exhibit A, and the applicable Work Order. Operator shall have 30 days from the date of the invoice to pay the amount due thereon, or to notify Contractor in writing of a bona fide dispute asserted in good faith as to one or more of the invoice items. If Contractor has not received payment of the invoiced amount within 30 days from the date of the invoice, Contractor shall be entitled to claim and pursue all available legal and equitable remedies against Operator to recover the invoiced amounts (except amounts in dispute), and shall be entitled to recover from Operator all invoiced amounts not in dispute, plus Contractor's collection and litigation costs (including attorney fees), plus interest on all amounts owed at the highest rate allowed by law.
Version Comments :	
Team	
User name:	Gauri Mali
Role:	Approver

YOU HAVE SUCCESSFULLY CREATED THE CLAUSE

Version Comments :			
Team			٥
User name:	CLM Admin		
Role:	PrimaryOwner		
Previous Create			