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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 . |

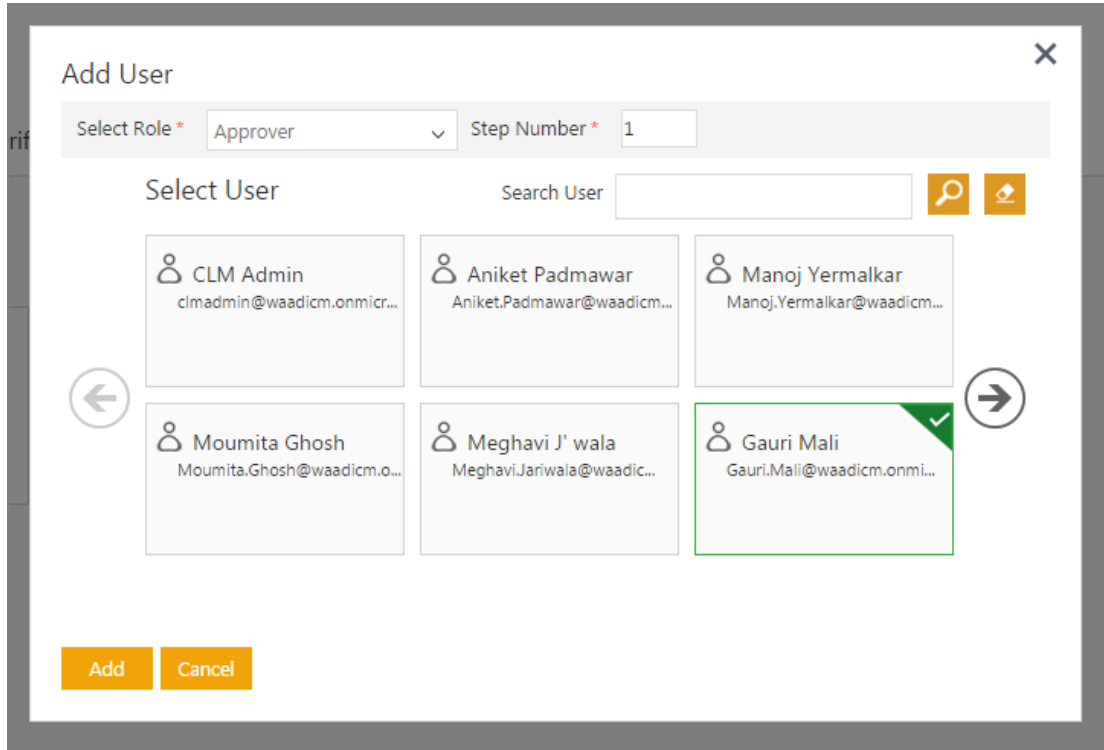
| | |
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| Name | <p>Enter the appropriate name for your clause.</p> <p>In this example, we are creating Payment Terms clause. So, we type name as Payment Terms Clause.</p> |
| Clause Group | <p>Select the appropriate clause group under which you want to place the clause.</p> <p>In this example, we want to place this clause under the Legal group. So, select Legal.</p> <p>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.</p> |
| Clause Description | <p>In this field, enter the appropriate description for your clause.</p> <p>Since we are creating the Payment Terms Clause, we write description as: This clause details about the payment terms.</p> |
| Clause Language | <p>Select the language of your clause. Select the clause language that you are going to use.</p> <p>In this example, we select language as English (United States)</p> |
| Primary Clause | <p>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.</p> <p>In this example, we want to create a primary clause. So, select Yes.</p> <p>If you select No then the Linked Primary Clause (the primary clause to which the current clause is linked) box appears.</p> |


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| Linked Primary Clause | <p>Select the clause to which the current clause is linked.</p> <p>In this example, we are creating the primary clause so there is no linked clause for us to select.</p> |
| Is Alternate Clause | <p>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.</p> <p>In this example, this clause is not alternative option to any another clause. So, select No.</p> |
| Is Mandatory | <p>Select Yes or No depending on whether the clause is mandatory for the selected contract type.</p> <p>In this example, if you want to make this Payment Terms Clause mandatory for your contract type MSA then select Yes else select No.</p> <p>Select Yes because we want this clause as mandatory.</p> |
| Is Editable | <p>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).</p> <p>In this example, we do not want to make this clause editable. So, select No.</p> |
| Deviation Analysis | <p>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.</p> |
| Is Dependant Clause | <p>Select Yes or No depending on whether the clause is dependent on another clause.</p> <p>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.</p> <p>In this example, we want to create the Payment Terms Clause as an independent clause. So, select No.</p> |
| Clause Text | <p>Here type the clause text that makes the content of the clause.</p> <p>In this example our clause content is: Upon receipt of an invoice from Contractor, Operator</p> |

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| | <p>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.</p> <p>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.</p> |
| File | <p>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.</p> <p>.</p> |

Team

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







- 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.
- Under **Select User**, select the appropriate user.
- Click **Add**. The user with their use role appears in the team tab. You can click  to remove the user from the list.
- Click **Next**. The **Verify** tab appears.

Create Clause

1 Details 2 Team 3 Verify

Team (+)

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|  CLM Admin Primary Owner Step: 1 |  Gauri Mali Approver Step: 1   |
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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.

YOU HAVE SUCCESSFULLY CREATED THE CLAUSE

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Details
Team
Verify

Details

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| 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) |
| Is Alternate Clause : | No |
| Is Mandatory : | Yes |
| Is Editable : | No |
| Deviation Analysis : | No |
| Is 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

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| User name: | Gauri Mali |
| Role: | Approver |

Version Comments :

Team ⌵

User name: CLM Admin

Role: PrimaryOwner

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