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Layered Contracts: Both Legally Functional and Human-friendly

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Abstract

This paper addresses a debate that frequently arises when contract simplification is discussed. For business users, a clear contract is one that helps them understand the deal, implement its terms and encourages a productive business relationship. Legal teams, on the other hand, often worry about their responsibility to protect their client against excessive risk and potential litigation. For them, a clear document is unambiguous and legally watertight, resulting in complex documents that can be hard for non-lawyers to use. In this paper we discuss a layered approach that can reconcile competing definitions of clarity, functionality and user needs, and we speculate about the role of information design and emerging technologies in the development of human-centred layers to traditional contract wording.

Introduction

Traditionally, the focus of contract drafters and doctrine has been predominantly on the needs of the legal community. Much of the discussion about using contracts has been about applying them reactively, *ex post*, after a conflict or dispute has arisen (Haapio 2013). Even management scholars and economists have treated contracts mainly as devices to safeguard the parties' interests (Williamson 1979; Verbeke and Greidanus 2009; Wathne and Heide 2000). While important for commercial contracts, a focus on this role alone has obscured other important roles for contracts, such as facilitating communication and coordination between people, clarifying expectations, guiding behavior, and fostering shared understanding (e.g. Hurmerinta-Haanpää 2021; IACCM 2017; Haapio 2013).

While some contracts may need to work as evidence in court, most contracts do not. Instead, they need to work as business tools for the parties so they get the results they want to accomplish. But still today, most contracts seem to be written *by lawyers for lawyers*, the goal being water-tight, legally functional contracts.

Over the last ten years or so, there has been increasing interest in a different, modern kind of contract design, which focuses on the needs of the business community: the contracting organizations and the people who work with contracts. On this idea, information designers and proactive legal practitioners have built fruitful collaborations to innovate contract

practices. Contract design has become a major focus of a new specialism, legal information design or, at a more general level, legal design (which applies design to wider issues of law and justice) (Legal Design Manifesto n.d.; Hagan n.d.; Corrales Compagnucci et al. 2021). The authors of this chapter have been closely involved with this development, and in this chapter we propose a new layered approach to contract design which aims to reconcile competing definitions of clarity, functionality and user needs. Our approach strives for balance and inclusion, reserving space for both business and legal users, readers and writers, to be an empowered participant of the conversation mediated by contracts. While taking stock of progress so far, we also speculate on how emerging technologies could be deployed not only to increase efficiency and scalability, but also human-centeredness.

Revolution or Evolution?

Haapio (2013) described a paradigm shift in contracting, characterised by the entrance of information design and a new mindset based on proactive law, with the goal of enabling contracts to be used proactively, *ex ante*, so that the parties achieve the objectives of their collaboration, balance risk with reward, and prevent problems and disputes. A paradigm shift (Kuhn 1962) is a fundamental change in the way we understand a particular field. Paradigm shifts classically involve significant, and even angry, misunderstandings between those who represent the old and those who represent the new.

As contract designers, we have sometimes experienced negative and dismissive attitudes from what we might term old-school legal drafters. For example, we have heard transactional lawyers explicitly state that they are not concerned whether their contracts can be understood, since their sole duty is to protect their client from risk.

But we have also encountered many realistic and sympathetic legal teams who understand that the organisation they serve is trying to build relationships with customers, suppliers, employees, and others. They may see the need to innovate contract practices, and they work with us to achieve this, but they are genuinely concerned about abandoning precedent and potentially entering unknown legal territories if problems arise.

So the model we present in this chapter makes it clear that old and new approaches need to co-exist – it can be an evolution, not a revolution.

Projects we have been involved with (e.g., Waller et al. 2016; Passera et al. 2016; Doyle and Passera 2021) allow traditional legal drafting to sit alongside clearly presented information about operational matters aimed at business readers. Operational clauses might be about ordering, payment and delivery, while legal matters include such things as applicable law and dispute resolution, along with wording dealing with exclusion or limitation of liability. Visualizations are used to explain particularly complex processes and mechanisms, but text is still predominant (Fig. 1).



Fig. 1 Example of redesigned contract, by Stefania Passera / World Commerce & Contracting for EcoVadis. The document presents upfront the operational terms, then introduces the legal and administrative issues, and lastly introduces technical details in exhibits. ©2020 EcoVadis. Used with permission.

Some well-publicised modern contract projects have used radical visual design, including comic book formats (Vitasek 2017; Pitkäsalo and Kalliomaa-Puha 2019; Baasch Andersen and de Rooy 2022), and some opposition voices may assume that this is where all contract modernisers are heading. But these formats are relative outliers, designed for very specific purposes in situations where readers typically have poor levels of literacy.

What Do We Mean by Clear? Simplifiers vs Completists

In a contract simplification project, we often find ourselves managing a debate between *simplifiers* who prioritise a quick and practical user experience, and *completists* who prioritise legal integrity and seek above all to defend the organisation from excessive risk.

Most information designers are simplifiers by instinct. They strip out unnecessary words, use clearer sentence structures supported by helps such as diagrams or notes, and present the content in a legible layout that helps users read and search information effectively.

But traditional contract drafters have their own concept of clarity which is more to do with ensuring accuracy, precision and completeness. A short and simple contract, they might say, is by its nature imprecise and therefore unclear, even dangerous. It may fail to adequately provide a plan for performance and risk, and it may leave room for undesirable or unrecognized default rules, trade usages or interpretations if conflicts arise, especially when dealing across borders and industries. The detail that is characteristic of traditional legal language arises from the wish to avoid negative surprise and button down every contingency.

Organisations attempting to simplify often end up with awkward juxtapositions of style – friendly headings sit next to dense legal text in a way that calls to mind the good cop/bad cop trope of crime dramas. As an example, let us take a few sentences from the Terms of Service offered by Medium (2020), the publishing and blogging platform. The most recent version incorporates informal introductions to the terms themselves¹ and each section – the good cop voice of the marketing team. For example:

“Medium aims to give you great Services but there are some things we can't guarantee.”

A non-lawyer simplifier might leave the matter there (perhaps editing out the phrase ‘some things’ as it implies there are some things which *can* be guaranteed).

But the clause² goes on, showing that a traditional legal drafter has taken over:

“Your use of our Services is at your sole risk. You understand that our Services and any content posted or shared by users on the Services are provided ‘as is’ and ‘as available’

¹ Unlike the previous version of the Terms (effective date March 7, 2016), the new Terms begin with “Thanks for using Medium. Our mission is to deepen people’s understanding of the world and spread ideas that matter.”

² See bolded section under the heading Disclaimers — Service is “As Is”.

without warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Medium doesn't represent or warrant that our Services are accurate, complete, reliable, current or error-free. No advice or information obtained from Medium or through the Services will create any warranty or representation not expressly made in this paragraph.”

This legal drafter might be just as interested in clarity but defines it differently. In their view, a text is clear when it leaves no room for doubt about the meaning and no room for unwanted warranties or obligations. So potential claims are foreseen and headed off with complicated constructions such as:

“without warranties of any kind, either express or implied, including implied warranties of merchantability...”.

To most other writers the phrase “of any kind” sounds completely inclusive. But for the legal drafter this does not suffice. To effectively exclude warranties, the drafter has clarified that this includes both “express and implied”, and has further clarified what “implied” includes. Why? We expect the reason to be that in the legal drafter’s jurisdiction, a seller who wishes to effectively exclude or limit the implied warranty of merchantability must mention the word “merchantability”; general language such as “no implied warranties are made” is not sufficient.³ Here the audience in the mind of the drafter comprises opposing counsel and a judge. Traditional legal drafters also seek to close off all possible misinterpretations through lists of synonyms (“accurate, complete, reliable, current or error-free”), embedded definitions, and complex sentences that avoid the use of punctuation (Tiersma 2005).

In contrast to this completist approach, simplifiers focus on the everyday user, and their limited ability to attend to and comprehend complex information – particularly in the case of contracts aimed at consumers or SMEs (small to medium-sized businesses). The approach is highly pragmatic: if users can’t pay attention to every detail, why not ensure that at least the most important points are understood? If users misunderstand the words, why not add examples or visual explainers to increase their chance of understanding it correctly? If users do not understand what they need to do in practice to comply with the agreement, why not redraft and redesign it to be more similar to user guides or instructions?

When viewing a short, visualised contract, simplifiers see a glass that is half full – a clear communication that represents a healthy and cooperative business relationship.

Completists, on the other hand, see a glass that is half empty. As we saw in the example from Medium, they worry that a failure to button down the detail, disclaim all unwanted warranties and anticipate every possible breach, will expose their client to risk. And further, they worry that departing from conventional wordings means that they are not protecting

³ For US law, see, eg, American Bar Association, Business Law Section, Warranties and Online Sales https://www.americanbar.org/groups/business_law/safeselling/warranties/.

their client to the fullest and not relying on the collective experience and judgement of their peers.

Towards a Layered Model

One way to resolve the debate is through layout and layering.

Layering is an age-old design pattern which has its origins in ancient religious texts⁴. In this traditional form, a central sacred message, which cannot be changed, is layered with headings, commentary, cross-references, reader's helps, and even commentary on the commentary. It is a classic solution to the design of any text where different users are to be addressed, and different voices present in the conversation.

Applying layering to the Medium example (Fig. 2), the larger, bolder text on the left makes the top level information available at a glance for "everyday" readers, while the rest is in smaller type on the right for expert legal readers – actually discouraging the business readers from engaging with it.

Medium aims to give you great Services but there are some things we can't guarantee.

Your use of our Services is at your sole risk. You understand that our Services and any content posted or shared by users on the Services are provided 'as is' and 'as available' without warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Medium doesn't represent or warrant that our Services are accurate, complete, reliable, current or error-free. No advice or information obtained from Medium or through the Services will create any warranty or representation not expressly made in this paragraph.

Fig. 2 Simple example of layering, applied to an excerpt of Medium's terms. Layout © 2021 Waller, Passera and Haapio. Used with permission

Repeated across the whole document, we would have a format in which the user can skim down the left-hand side to get the gist of the content, and be alerted to important issues. In effect, we could describe this left-side column as the user's territory. The writer needs to make an effort so the reader doesn't have to. The headings and summaries need to work as a set and form a coherent sequence that can be easily skimmed. Information and content design provide tools to help the writer determine exactly what the reader needs, such as audience analysis (Schriver 1992, pp. 151–164), customer journey mapping (Stickdorn and Schneider 2010, pp. 158–161), user-testing (Pontis 2018), and pattern libraries (World Commerce & Contracting, Passera and Haapio n.d.).

The right-hand column, on the other hand, is the writer's territory and serves their essential purposes. If the user is to read this, it is they that need to make the effort.

⁴ See e.g. Kwakkel 2018a; 2018b for examples.

As well as providing an easy route through the contract for the user, a two-column layout of this kind reveals flaws and gaps in the sequencing of clauses. The left-hand column creates a narrative flow through the contract, and so demands some logical basis. For example, we might find a clause covering late payment has been placed ahead of a clause outlining payment terms. This is quickly revealed when the left-hand column is drafted.

In practice, we've found that most projects benefit from a three-layers approach, rather than just the two (Waller forthcoming). We call the for-the-user layer (the left-hand column above) the Action layer, and the right-hand expert layer the Reference or Full Text layer. Between the two we add the Explanation layer. The Explanation layer requires effort from both the reader and the writer in the contract conversation. When writing, the expert needs to take the time to express their knowledge in a form the user can understand and relate to, such as examples or explanatory diagrams.

In fact, the Medium terms do include some explanatory text (for example the clause showed below in Fig. 3), although it is not graphically signalled.

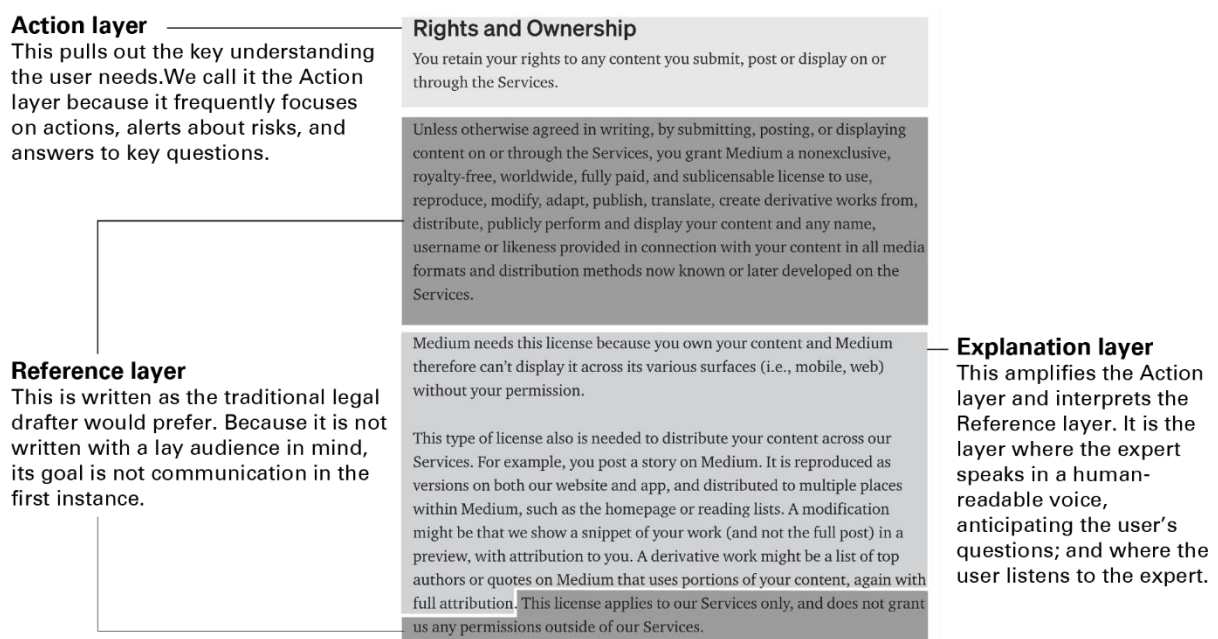


Fig. 3 The terms may already include Action and Explanatory content, although it is not graphically signalled. This interpretation © 2021 Waller, Passera and Haapio. Used with permission

Layered Information Architectures: drill-down and filtered

In our work, we observed how layering approaches can be roughly distinguished into *drill-down* and *filtered* information architectures. Drill-down architectures feature the progressive elaboration of the same content through different layers. In filtered architectures, predominantly legal clauses in the Reference layer are filtered out of the

users' attention to a separate section, or even a separate document. Some documents combine these two approaches, with only some of the full text separated out.

Let's go back to the Medium example. On a large screen or page, we could use a layout with multiple columns to implement a drill-down information architecture (Fig. 4). On smaller screens, we may need to introduce interactive elements, such as accordions, links, and panels to achieve the same goal (Fig. 5): users can open and collapse the information layers on demand, depending on their task and needs at hand, as well as their preference. In a way, these interactive elements exist in between drill-down and filtered approaches, depending on whether the user is interacting with them or not. When opened, the content of a pop-up note or an accordion tab coexists on the same plane of the main text; when closed, their content is fully filtered out of the perception of the user.

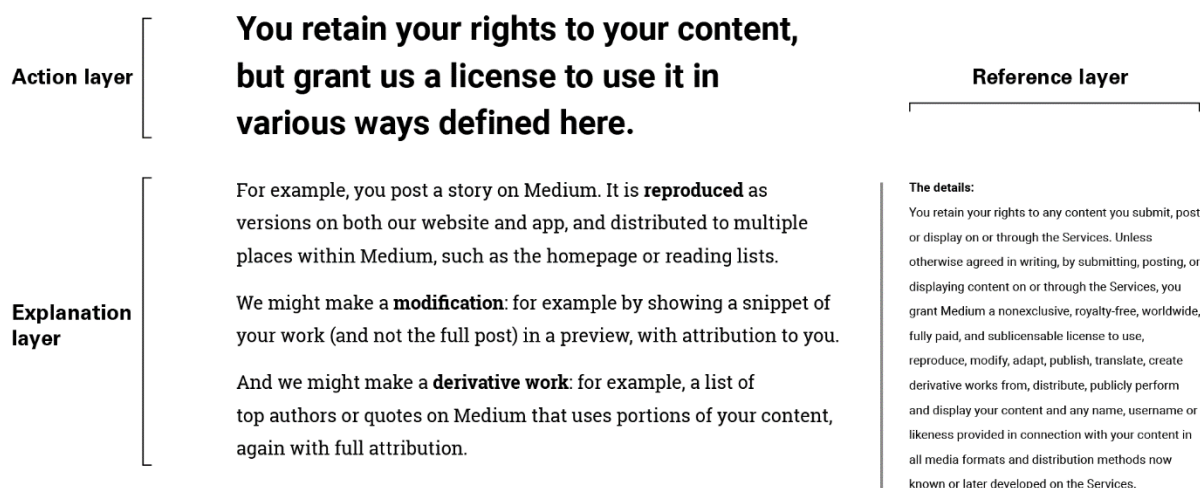


Fig. 4 Example of drill-down information architecture applied to an excerpt of Medium's terms. This interpretation © 2021 Waller, Passera and Haapio. Used with permission

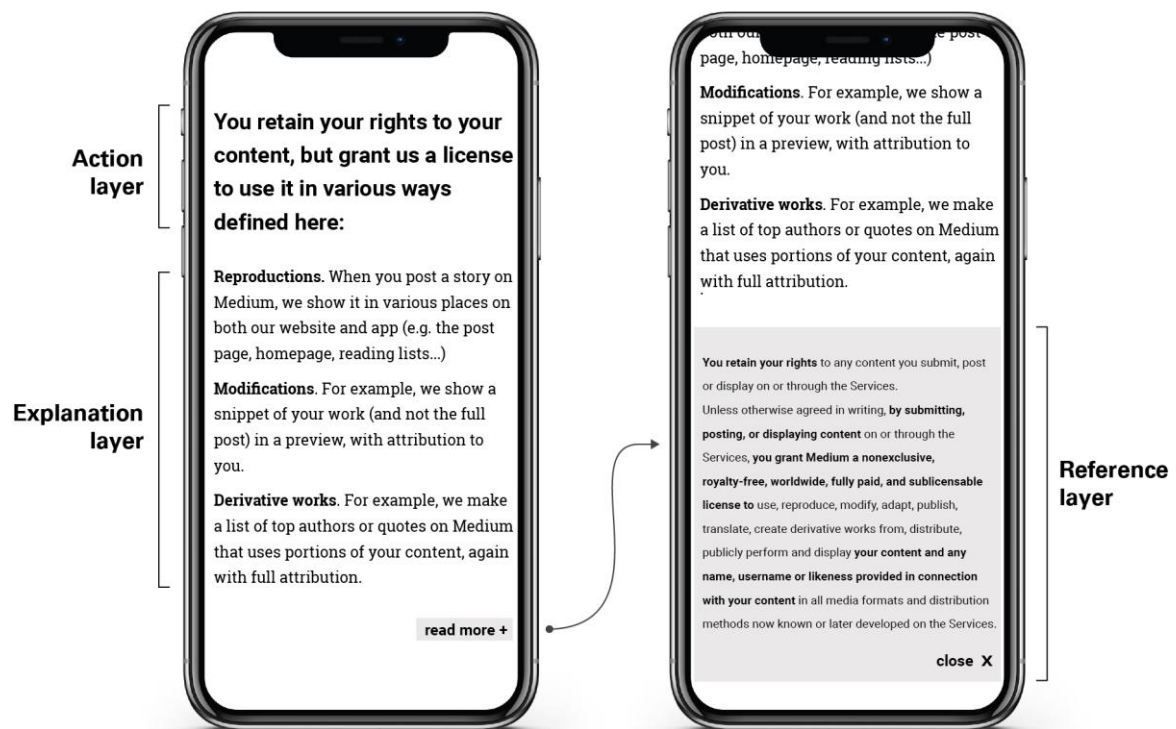


Fig. 5 Interactive elements, such as accordions, are necessary for implementing effective layering strategies on small screens. This interpretation © 2021 Waller, Passera and Haapio. Used with permission

Creative Commons (n.d. [c]) has used a layered approach for a number of years, and is a good example of a filtered-out architecture. A system of simple icons is used on licensed materials to indicate that they are covered by a Creative Commons license (Action layer). Clicking on the icons, the user is brought to a so-called “human-readable summary” of the license, which employs plain language and icons to explain what one can or cannot do with the licensed material and under what conditions (Explanation layer).⁵ By clicking on a link, the user can read the full license text (lawyer-readable “legal code”, which we call Reference (or Full Text) layer).

This example also shows how a drill-down approach can be nested within a single, separated layer of a filtered-out information architecture. Consider the human-readable summary: within this section, the blue icons, the prominent headings, and the concepts set in bold work as an Action layer, giving visual prominence and attracting attention to the key information. Consider also the full license: just before the full body of the license deed, the authors added a white, expandable panel that explains what Creative Commons are and lists

⁵ The text on the top of this layer makes it clear that this is not the full license, by stating: “This is a human-readable summary of (and not a substitute for) the license.” Clicking on the word “Disclaimer” reveals more: “This deed highlights only some of the key features and terms of the actual license. It is not a license and has no legal value. You should carefully review all of the terms and conditions of the actual license before using the licensed material.”

considerations for licensors and the public alike – effectively working as an Explanation layer.

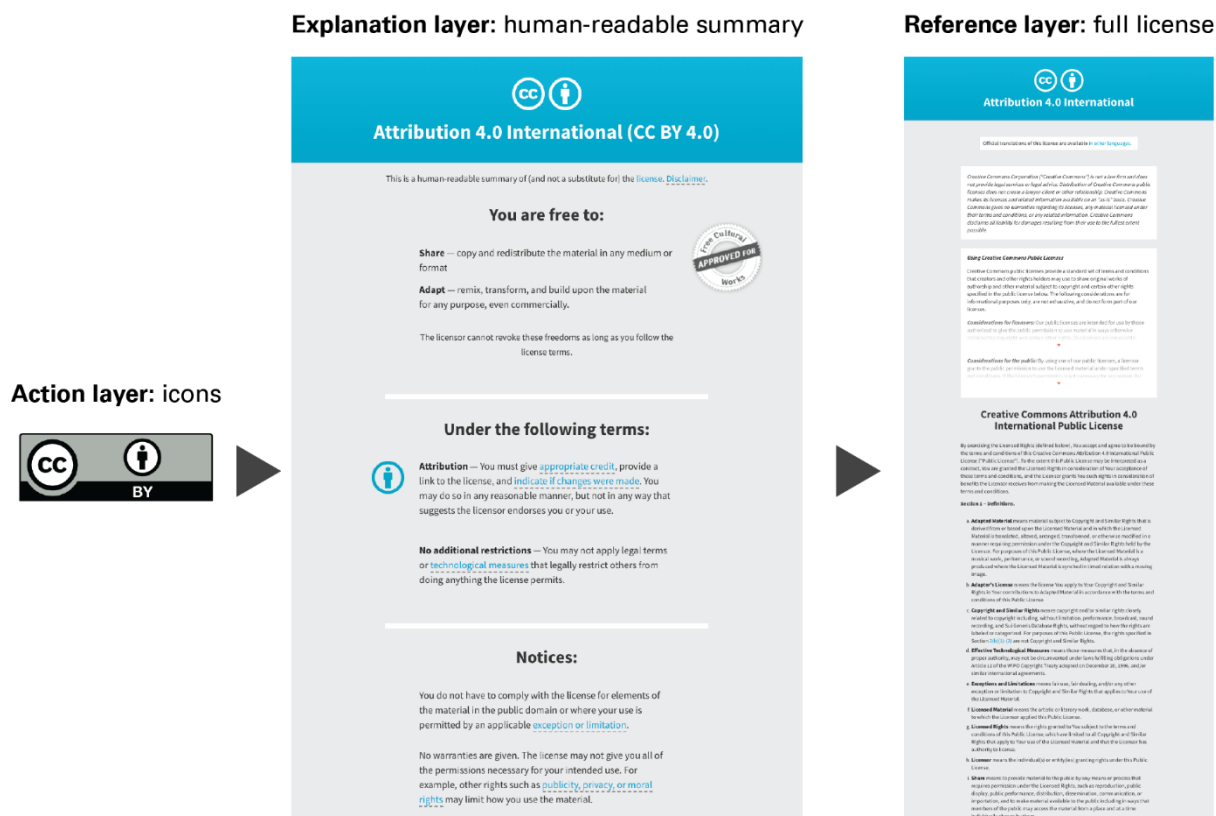


Fig. 6 The filtered-out architecture of a Creative Commons licence (Creative Commons n.d. [a], n.d. [b] and n.d. [d]). Licensed under CC BY 4.0, <https://creativecommons.org/licenses/by/4.0/>

Lastly, we can see how different types of visuals can be effectively used in all layers. Icons can act as visual cues to attract attention, signal topics, or aid memorization on the Action layer (as seen in the Creative Commons example); diagrams such as timelines and flowcharts are ideal elements to elaborate and expand meaning on the Explanation layer (Fig. 7); in the Reference layer, we can use bulleted and numbered lists (Fig. 7), indentation, highlights (such as the bolded words in Fig. 5) and other typographical interventions can improve the legibility and usability.⁶

⁶ What is and is not part of the contract and what role each layer should play in contract interpretation in our examples is beyond the scope of this brief chapter. For making the interpretation of images in contracts more predictable, see Haapio, Annola and Koskela 2020. See also Annola, Haapio and Koskela forthcoming.

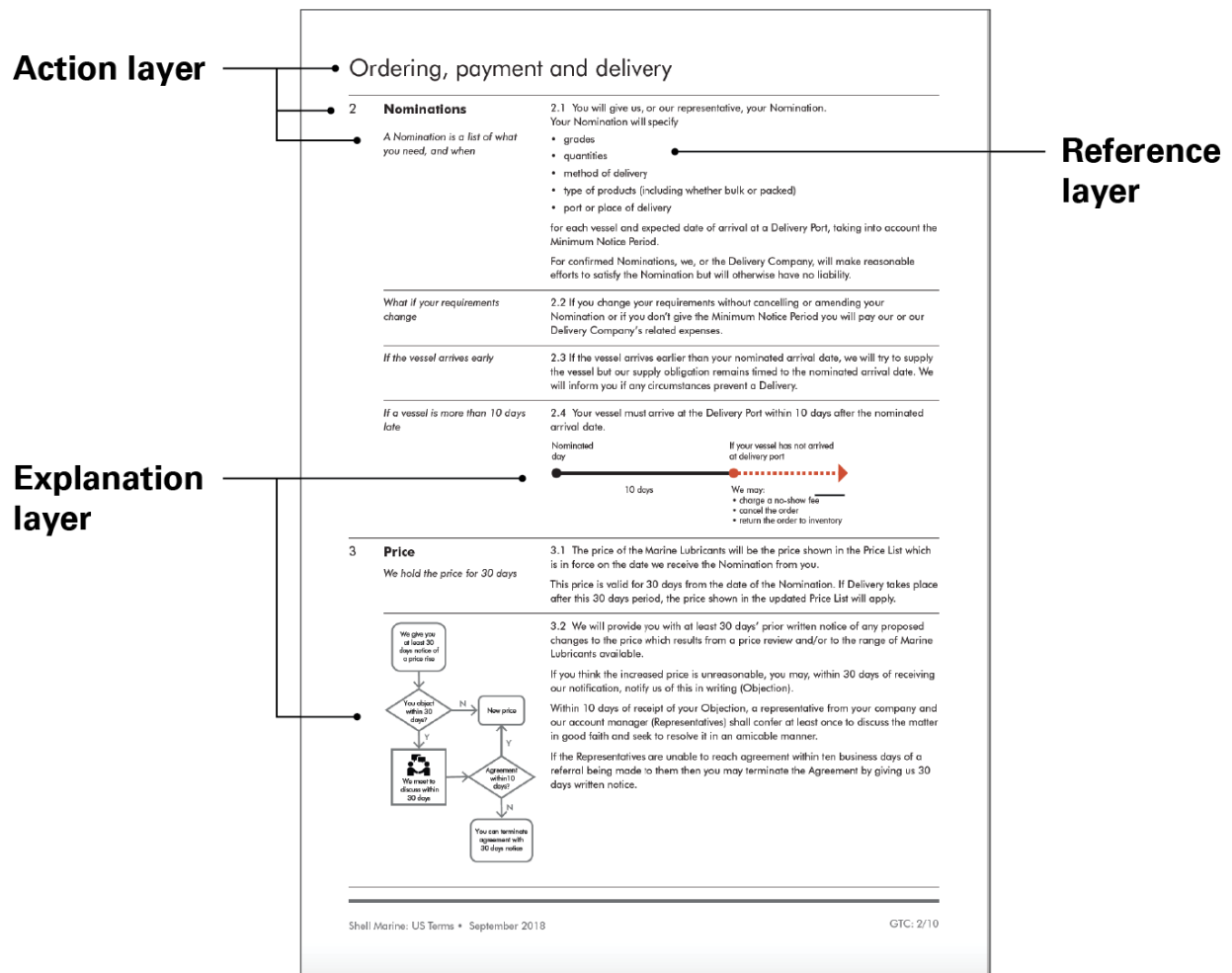


Fig. 7 Excerpt from the Shell Marine (2018) General Terms and Conditions of Sale (US). Highly visible and skimmable headings on the left side of the document are used in the Action layer; diagrams are used in the Exploration layer; bulleted lists are used in the Reference layer. Used with permission.

Cooperative Channels and Contracts-as-conversations

In explaining the layered model, we've talked about the different levels of attention paid to each column by different readers in the business and the legal expert community. Layered designs make it possible to address different audiences within a single document. The document has moved from an unyielding monologue into something more like a dialogue or conversation.

In a normal spoken conversation, all the parties involved make a conscious effort to communicate. The speaker makes an effort to use language and arguments which are meaningful to the hearer, and will look out for signs that they are not being understood, or that they are being misunderstood. For their part, the hearer makes an effort to understand what is being said, to place the speaker's words in context and to understand their intent as well as their literal meaning – the context being one of mutual cooperation to exchange

information, to agree the facts, to complete a transaction or whatever it might be. And using turn-taking cues (Sacks, Schegloff and Jefferson 1974), the two parties switch between roles – questioning, explaining, reiterating and confirming understanding.

While this is obvious in a spoken conversation between equals, texts can also be seen as conversational to a degree. The writer has the most control over the conversation, so for it to be successful they need to make an effort to understand their readers – their motives, their understanding of words, and their specific literacies (for example, their financial literacy, their legal literacy or their industry-specific literacy).

Turn-taking in text is achieved through a clear rhetorical structure at the paragraph level and a clear access structure (headings, layout, and the like) at the page level. This allows the reader to break free of the linear string of text in order to discern higher level structures and to search for answers to their questions. So, in an ideal textual conversation, a reader is led through the content in a logical manner, offered choices of route through, and offered ways to resolve their questions.

Waller and Delin (2003) described the concept of cooperative channels:

“A cooperative channel is one that allows participants in a conversation to respond to each other. In an ideal world, for example, bank customers could visit a branch, pick up a phone, or log on to the Web, and get answers to all their questions, conduct any transactions they want, and perhaps even be presented proactively with ideas for new products that fit their needs perfectly. So long as the process is collaborative and cooperative, it is not important whether it is achieved through a human being or a machine. And if a paper document allows the customer to achieve as much, because it has perfectly anticipated the order in which he or she wants to receive information and has provided answers to all his or her questions, then it too can be considered a cooperative channel.”

Contracts are a special form of conversational text, since in many cases there is an imbalance of power and expertise. Moreover, as traditional drafters are aware, they may need to anticipate an uncooperative reader, or even a hostile one who actively searches for loopholes. In the words of David Mellinkoff (1982, p. 15): ‘Some day someone will read what you have written, trying to find something wrong with it. This is the special burden of legal writing, and the special incentive to be as precise as you can’.

A B2C (business to consumer) contract for a product such as a bank loan tends to be an unbalanced conversation between a legally naïve customer, optimistically aware of the brand’s marketing promises, and the bank’s legal team which has high expertise. Since these terms are non-negotiable, it is often a rational choice for the consumer to tune out of the monologue and decide not to read – although the consumer does need to understand any aspects of the contract that could punish them if they transgress (e.g. late payments, early cancellation, etc.). Smaller B2B (business to business) contracts may also be similarly non-negotiable.

In contrast to this, a large bespoke B2B contract – when being negotiated – can become a conversation between two sets of legal teams, each with high levels of interest and expertise. Every aspect of the contract is negotiated, and at this stage it is a conversation between equals. Once signed, however, the large B2B contract has to be implemented by a new set of people who enter the conversation post-signature – those responsible for acting on the contract, delivering the solution or monitoring performance. They are in a similar position to the consumer or small business: they need to understand what the contract expects of them, and act on it accordingly.

Our layered approach recognises the realities of contract conversations – the potential imbalance of motivation and expertise, and the need for each party to have a measure of control over the communication process. The concept of turn-taking is served by the layers – each party (including their business stakeholders) has their voice in the contract, where the focus is on their needs and where the other party needs to make the greater effort to make communication happen.

Looking at the Future – Beyond Human Designers and Readers

Humans are not the only ones taking part in conversations through and about contracts: contracts are increasingly machine-readable, digital, even to some extent self-executable entities. New emerging technologies may soon offer a precious tool to both writers and readers, especially when contract drafters may be unwilling to make a communication effort or simply lack the skills, time, or budget to redesign their contracts in a human-centered, layered manner.

The opportunities offered by web translators such as Google Translate and DeepL Translator⁷ are already widely used when translating between languages. DeepL has recently added glossary support to translating contracts and other documents with legal terminology (sometimes even in Latin), and more language combinations are in the works.⁸ Open AI's GPT-3, Generative Pre-trained Transformer 3 (Brown et al. 2020), is already able to translate legalese into plain language (and vice versa). AI-powered translation of legalese into ordinary language could be leveraged by contract drafters to populate the Action and Explanation layers at a fraction of the time and effort currently required. The DALL-E neural network⁹, also built on top of GPT-3, is a program that is able to generate images from textual descriptions. While currently the output of DALL-E is mostly in the form of photo renderings or illustrations in various degrees of sleekness, we envision that the technology could be trained to generate diagrams, flowcharts, swimlanes and other typical visual design patterns employed as explanations in contracts (Haapio and Passera 2021).

⁷ <https://translate.google.com/>; <https://www.deepl.com/translator>.

⁸ <https://www.deepl.com/en/blog/announcing-glossary-support-for-deepl-api>.

⁹ <https://openai.com/blog/dall-e/>

What is perhaps even more promising for our purposes is the ability of GPT-3 and other language models¹⁰ to move from text to code, creating functional code from ordinary language.¹¹ Researchers have already started to study the possibilities, costs, and risks relating to the use of computable language models in the context of contracts (Arbel and Becher 2022; Kolt forthcoming). Corrales Compagnucci, Fenwick and Haapio (forthcoming) focus on the need of contracts to be both legally functional and comprehensible for their users (whether people or machines), envisioning the computable contract designer of the future employing no- or low-code software solutions and libraries to design and build customized digital contracts; the authors show a sample three-layered contract clause for buying a car ‘as is’ where the explanation layer has been generated by GPT-3. Maybe in a few years’ time we can just write a short description of what we want, for example skimmable headings, diagrams, and a three-layered layout to a to-do list, and submit the list to GPT-3 (or GPT-4 or higher) which then generates the code which generates what we want. We could also add a fourth layer, code, for smart or computable contracts – something similar to what is already happening in the context of Creative Commons licenses, whose machine-readable layer enables search engines, filters and tools to find and sort CC licensed content (Creative Commons. n.d. [e]).

On the other hand, should contract drafters be unwilling or unable to leverage GPT-3 to design better contracts, the same technologies could be used by readers to break through the impenetrable fog of legalese. A “smart reader” app running on GPT-3 could offer plain language translations from legalese and bureaucratese, empowering readers with a fuller understanding of their rights and obligations (Arbel and Becher 2022; Kolt forthcoming).

A New Understanding of “I Have Read and Understood...”

Despite their differences, simplifiers often share an underlying assumption with completists: that people should read contracts in their entirety – that’s why they try to make them shorter and easier. But this is still an unrealistic expectation.

As a consumer or a business reader, you seldom feel the need to read every word of a contract any more than you need to read every word on a grocery pack or every sign you pass in the street. Even in bespoke B2B deals, business users should be able to read only what they need, when they need it, and not necessarily everything. And many consumer contracts or simple contracts like the non-disclosure agreement could be commoditized along the lines of industry standards, regulations, and common sense¹² – you should be able not to read and rely instead on heuristics such as trusting that a reputable organization will adhere to recognized standards and laws.

¹⁰ Apart from GPT-3, there are many other promising language models. See, eg, 10 Leading Language Models For NLP In 2021, <https://www.topbots.com/leading-nlp-language-models-2020/>.

¹¹ For OpenAI Codex, an AI system that translates natural language to code, see <https://openai.com/blog/openai-codex/>.

¹² See e.g. the OneNDA initiative, <https://onenda.org/>.

It is an explicit aim of the layered model that users should not be required to read every word of the contract, if they do not want to. Research shows that almost no one does this, yet life goes on. As Ben-Shahar (2009, p. 5) puts it,

“... there is nothing wrong with one’s autonomous choice to enter a contract not knowing the legal terms, not even caring about the opportunity to read. For those who (smartly) prefer not to know, it is utterly irrelevant whether the terms-they-don’t-know are available before or after the deal, inside or outside the shrink-wrap, in small or large print ... in legal or laymen’s language...”

But of course, the classic declaration which we are asked to sign or click our assent to is “I have read and understood” the terms. This phrase is much mocked as “the greatest lie on the internet” (Lannerö 2013; Obar and Oeldorf-Hirsch 2020), and journalists can get an easy story from counting the words and pretending to be shocked (e.g. Hern 2015). But actually this takes an unrealistic and unnecessarily strict view of what it means to read and understand.

It’s unrealistic because no one in their right mind would read thousands of words before completing every transaction in their daily life. And if they did, we can be pretty certain the “understand” part of the declaration would remain a lie.

And it’s unnecessary because the definition of “reading” need not mean reading every word you see. Wright (1988) used the term NOT-reading to describe the process of deliberate and strategic skipping. In literacy assessment, higher scores mean you can read selectively, in a self-directed way, to solve problems. The layered model is designed to encourage and enable this type of reading, and to ensure it is focused rather than random. Layering offers the foundation on which the needs and interests of readers and writers can be balanced so that contracts can genuinely serve both the contracting organisations and the people (and, increasingly, machines) working with contracts. Yes, with the help of layering, we can indeed make contracts both legally functional and human-friendly.

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