

# Co-contracting for creative–business collaboration

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## ABSTRACT

This article conceptualizes co-contracting as a narrative and adaptive design process that leads to a co-created contract – a co-contract – functioning as a shared script for collaboration and goal-achievement. Rather than starting from pre-existing templates, co-contracting begins with the co-creation of a shared plot that articulates the purpose, expectations, and trajectory of the collaboration. Focusing on collaborations between creatives and businesses, the article argues that effective contracting requires more than legal enforceability. Co-contracting is framed around three pillars: building relationships and trust, enabling collaborative sense-making, and ensuring fairness. Information design is suggested as a tool for the operationalization of the concept.

## KEYWORDS

co-contracting, trust-building, collaborative sensemaking, fairness, information design

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## Introduction

Creative professionals often struggle to articulate their process and outputs in a way that fits conventional project structures. The inherently uncertain and emergent nature of creative work makes it challenging to define clear goals, timelines, deliverables, and budget allocations, especially at the early stages. This ambiguity shapes how creative work is evaluated and therefore funded and supported, limiting its potential for transformative impact (Vervoort et al., 2024). In addition, business partners may find it difficult to apply standard procurement processes or to assign a price tag to something not fully defined. As a result, many business opportunities are lost – not due to a lack of creativity or competence, but because of a misalignment between the fluid language of creation and the rigid requirements of buyers.

The concept of a “contract” often feels alien or even threatening to creative practitioners. It is frequently associated with unnecessary paperwork, constraints, rigidity, or legal complexity. Parties often see contracts as more costly than beneficial, so they rely on trust and informal understanding instead (Macaulay, 1963). However, avoiding contracts does not make them disappear. From a legal perspective, legally binding contracts, rights, and obligations can arise without a formal document. Even informal exchanges through emails, verbal agreements, or tacit understandings, can constitute contracts within what legal scholars call the normative world. The legal interpretation of the resulting contract may not align with the parties’ expectations.

This challenge is not unique to creative-business collaboration. Prior research on collaborative contracting has shown that traditional contract theory is poorly equipped to support contracts as tools for coordination and collaboration (Nystén-Haarala et al., 2024).

Addressing this tension requires rethinking contracts: not as unnecessary paperwork or legal constraints, but as enabling resources for creative and collaborative practice. Contracting processes can clarify and challenge assumptions, surface unspoken expectations, and help develop shared goals that are documented and remembered. When reframed and co-designed, contracts can function as collaborative frameworks or infrastructures for sensemaking, bridging the gap between creative ambiguity and the formality of business requirements. Instead of constraining the creative process, a thoughtfully co-created contract can support it by making expectations visible, aligning priorities, and enabling more opportunities to be realized. In this way, contracts hold the potential not only to protect creative work but also to amplify its value within business collaborations.

This article explores how contracts and contracting processes can foster collaboration between artpreneurs and businesses. Here, an artpreneur refers to a person who engages in entrepreneurial creative work. The article shows how contracting can safeguard artistic integrity, address uncertainty, and support fairer processes and outcomes. This approach can be read as a blueprint for

innovation and uncertainty driven collaboration more generally. Creative work is understood broadly as work that draws on personal or collective craft skills and ingenuity to create, renew, or reinterpret aspects of the world, spanning activities from writing, visual art, and theatre to design, participatory community development, and storytelling (Light et al., 2019, p. 4).

This article proceeds as follows: After the introduction, we present the idea of co-contracting and outline the model as a narrative, adaptive process leading to a co-created contract through facilitated dialogue. We then develop the theoretical framework by identifying characteristics of creative–business collaborations that challenge conventional contracting and by introducing theoretical responses and implementation considerations.

## *A paradigm shift through co-contracting: a narrative and adaptive design process*

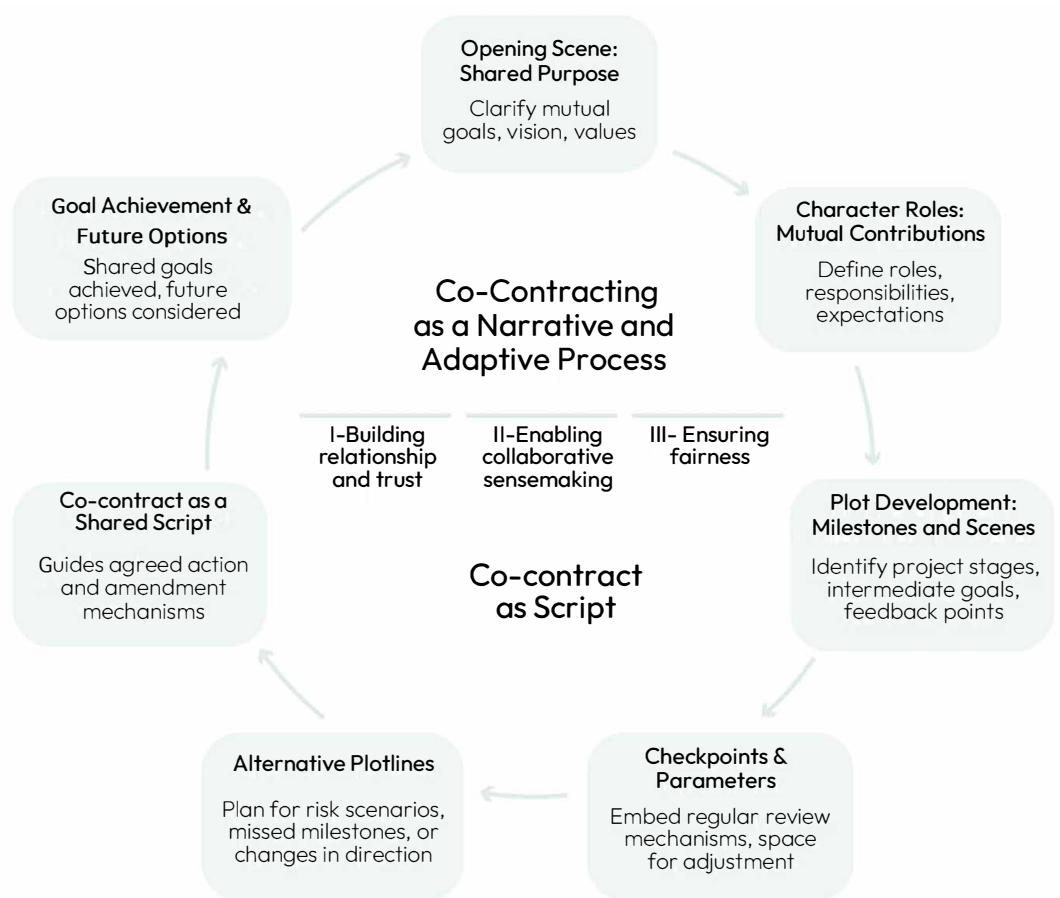
We call for a paradigm shift that we term “co-contracting”. Traditionally, contract-making has been viewed as the preparation and drafting of a contract for the parties – a largely complete, template-based, pre-scripted document presented for signature. Co-contracting, by contrast, shifts the focus to a dynamic, collaborative process in which the parties themselves co-design the contract. Unlike traditional contracts, *a “co-contract” is co-scripted through facilitated dialogue and innovatively designed to promote trust, collaborative sense-making, and fairness.* Although the process is adaptive, its purpose is not to keep the contract perpetually open, but to arrive at a shared and stable contract that the parties can confidently rely on, while incorporating pre-defined mechanisms to address potential conflicts, uncertainty, and change.

Figure 1 illustrates co-contracting as a narrative and adaptive design process that leads to a co-created contract – a co-contract – that functions as a shared script supporting successful collaboration and goal achievement over time.

Co-contracting is understood as a process of engagement and dialogue, starting from a co-created plot and leading to a co-created contract. We argue that contracting in the creative sector is not a niche concern but a laboratory for the future of professional collaboration. As uncertainty, complexity, and volatility spread across industries, characteristics once distinctive to creative practice – ambiguity, iterative development, and relational trust – are becoming the norm. In this light, rethinking contracts in creative collaborations offers a preview of contracting practices that can help organizations in all domains navigate complexity, manage expectations, build trust, and sustain innovation.

We envision a shift from template-based contracting to co-contracting, where contracts are co-scripted by the parties through facilitated dialogue, using their own language rather than drafted in inherited legal forms. While technology-enabled drafting can reproduce and entrench traditional rigid legal writing

conventions (Haapio, 2025, pp. 15–16), advances in generative artificial intelligence (GenAI) can support the paradigm shift by translating the script into concrete clauses. This potential comes with a caveat: unless guided otherwise GenAI tends to reproduce existing language patterns and does not attend to the underlying narrative – ‘the plot’ – that should shape the content of the contract. As a result, it risks reinforcing a pre-scripted approach rather than enabling the co-scripted process that is at the core of co-contracting.



**Figure 1.** Three pillars of co-contracting as a narrative and adaptive process and co-contract as script: 7 stages, functions, and outputs mapped.

## The theoretical framework for co-contracting in the creative industries

In many business relationships, there is clarity about expected outcomes. Creative work, however, unfolds under conditions that differ significantly. Caves (2003) identifies several defining features of the creative industries, the first being the “nobody knows” principle – highlighting the fundamental uncertainty surrounding how creative goods or services will be received by the audience or business partner. In contrast to other producers, artists must often make key decisions regarding their work without reliable knowledge of market demand, often investing heavily in work that may not sell and not be reusable, which results in sunk costs. A second characteristic concerns the artist’s

intrinsic connection to their work, the principle of art for the art's sake. Many creative professionals have strong preferences regarding the artistic process itself. They are motivated by artistic integrity more than income. This intrinsic orientation of the creative professional may limit the scope for monetary compensation and complicate collaboration, particularly when artistic visions conflict with commercial expectations. Other characteristics involve the challenges of coordinating several artists who might potentially have different views regarding the artistic process.

Additionally, the economic value of creative work often lies more in intangible assets than in physical objects. Without intellectual property rights, producing creative works would be economically unsustainable. This derives from what Landes and Posner (1989) call the “public good” property of intellectual property: costs of producing creative works are typically high compared to the costs of making copies of them. Today, GenAI presents further challenges. Unlike past technologies that reduced the costs of reproduction and distribution, GenAI lowers the costs of the production phase by offering scalable synthetic substitutes for human creativity (Burk, 2023).

The ability to reproduce distinctive artistic and performative styles also raises both economic and personal concerns by devaluing the stylistic scarcity on which many artists depend as well as potentially undermining artistic integrity by saturating markets with inauthentic works (Isohanni & Hietanen-Kunwald, 2025). The threat posed by GenAI to the creative profession also underlines the existence of other intangible values in creative work. Recognition of authorship, for instance, preserves the personal bond between creator and the work while enhancing visibility and strengthening the creator's bargaining power in seeking further compensation (Fisher, 2001, pp. 19–21; Kur et al., 2024, p. 398).

Contracts governing the use of creative works are often characterized by a structural power imbalance (Directive (EU) 2019/790, “DSM Directive”, recitals 72, 75). Creative professionals negotiate with business actors who hold more power and resources, while they themselves lack legal support and bargaining power. This imbalance is partly rooted in what Caves describes as the “infinite variety” property of creative industries: because many works have close substitutes consumers and intermediaries may be nearly indifferent between variants, allowing gatekeepers to switch between creators at low cost and thereby strengthening the bargaining position of intermediaries and gatekeepers (Caves, 2003, p. 15).

While intellectual property rights are essential for transforming creative work into economically viable assets, conventional contracts often leverage these asymmetries to impose disproportionate terms such as wholesale rights transfers, leaving creators with little long-term stake in their work (Carre et al., 2023). When rights are transferred through one-sided contracts, creators may be excluded from future revenues and risk alienation from the products of their own labor as personal aspects of their creative authorship are treated as fungible commodities, reinforcing patterns of disengagement and mistrust (Radin, 1987, p. 1881; Riggle, 2015, pp. 713–719).

The distinctive characteristics of collaborations in creative industries challenge traditional contractual approaches. The shared uncertainty regarding creative outcomes makes it difficult to agree on key features of the artistic contribution and appropriate compensation (Caves, 2003, p. 75). Allocating decision-making rights over the artistic characteristics of the product can be particularly challenging, especially in projects that unfold in distinct phases – such as film production – or in collaborations involving multiple artistic professions (Caves, 2003, p. 75). In general, it must be borne in mind that the artistic and economic worlds operate according to different rationalities (Hietanen-Kunwald & Isohanni, 2025). Artists may feel overwhelmed by the logic of the business world, while businesses often struggle with the volatility inherent in artistic processes. Fearing the loss of their creative integrity and the disruption of artistic momentum, artists may be reluctant to narrowly define their product or assign it a price. Yet collaboration with business is often necessary – whether to reach consumers, access the art market, or simply to earn a living.

Addressing the unease felt by both partners in this situation requires a paradigm shift that engages the partners throughout their collaboration. This paradigm shift does not alter the typical formal legal function of the contract but instead emphasizes the relational and process-related dimensions that complement it. The basic requirements for contracts vary throughout the world and in different contexts. In some cases, a contract must be in writing to be valid, while in others this is not necessary. In some countries and contexts, a valid contract requires each party to provide something of value, or “consideration”; in others, this is not required. These are important issues that will become relevant later on during implementation. However, at this stage our analysis is conceptual and not connected to any specific national legal framework.

## Reconceptualizing contracts: scripts and processes of collaboration

Contracts have been conceptualized in multiple ways: as legal instruments, economic tools, social artifacts, and as narratives. Suchman (2003) describes contracts as social artifacts that function as communication between parties. He suggests that contracts can operate like scripts, offering shared frames of reference that shape interaction. Contracts have also been compared to narratives, structured through terms that guide and shape the contractual relationship (Chesler & Sneddon, 2016, p. 276) and narrative techniques may help engage the parties in the drafting process (Chesler & Sneddon, 2016, p. 268). Viewed narratively, a contract comprises a plot, directed toward a goal unfolding through a sequence of anticipated events and allowing for alternative, yet foreseeable paths. It also implies roles for the parties and a setting for action (Chesler & Sneddon, 2016, pp. 276, 280).

This narrative understanding of contracts is supported by findings in narrative transportation research. Green and Brock (2000) conceptualize narrative transportation as immersion into a narrative world that can shape

understanding. In the contractual context Chesler and Sneddon (2019) argue that narrative transportation can draw readers into the contractual text in ways that improve comprehension and more accurate recall and can shape how parties later interpret and enact the contract. Narrative transportation is not limited to written contract texts. Van Laer et al. (2014, p. 799) describe transportation as an imagery-based mode of processing that depends on experiential engagement with a narrative rather than on the medium through which it is conveyed. Accordingly, transportation may arise in interactive settings where parties engage with narrative frames and imagine possible developments. This provides a basis for co-contracting practices in which parties collaboratively construct and test a shared storyline, for instance through “what if” questions during negotiation.

Haapio and Haavisto (2005) describe contracts as visible scripts – blueprints, roadmaps, or sets of instructions – for collaboration. Viewed in this way, contracts become practical tools for planning and managing business, projects, and relationships. Contracting, in turn, becomes a process of dialogue and learning. At the early stages, preparing a contract is therefore an important step in articulating the business plan, thinking through potential contingencies, and aligning objectives. Beyond planning, such early contracting builds a shared language between the parties, creates trust, and provides a flexible framework that can evolve as circumstances change. In this sense, contracts do not merely record an agreement but actively shape how collaboration unfolds (Siedel & Haapio, 2010).

Snyder’s (2022) concept of contracting for process shifts the focus from predetermined outcomes to the processes through which parties collaborate, adapt, and resolve possible disagreements. This perspective is particularly valuable in creative collaborations where outcomes are emergent, goals evolve, and uncertainty is inherent. In these settings, process commitments – agreements on how parties will communicate, adapt, and resolve challenges – are a better foundation than rigid outcome prescriptions. Contracting for process can serve as a catalyst for trust, co-creation, and shared success.

Reconceptualizing contracts as narratives and a process-oriented view of contracts as blueprints for collaboration offer a way to engage and guide businesses and creative professionals through the contracting process. However, this approach must be grounded in fundamental principles to be embedded in the narrative to ensure a relational, functional, and just contracting process.

## The three pillars of the co-contracting paradigm

### *1. Building relationship and trust*

Relational contract theory developed by Ian Macneil views contracts as “relations among people who have exchanged, are exchanging, or expect to be exchanging in the future – in other words, exchange relations” (Macneil, 2000, p. 878). In his view contract behavior is not only governed by formal norms but also by relational social norms, such as role integrity, reciprocity, implementation of planning, effectuation of consent, flexibility, contractual solidarity, and restraint of power among others (Macneil, 2000, p. 880). These norms are particularly significant in long-term relationships, where changes are likely to occur during contract performance. While the literature debates whether the role of formal contracts is best understood as an antecedent, complementary, or an outcome of trust, research on R&D projects with pronounced asymmetries between partners suggests that the contracting process can also function as a relational mechanism, enabling mutual learning, fostering shared understanding, and building trust (Blomqvist et al., 2005, pp. 497–502).

A culture similar to relational contracting can be observed in Japan, where contracts are embedded in a wider social fabric that emphasizes duties arising from personal relationships (*giri*), a judicial sense of right and wrong (*jori*), and the pursuit of social harmony (*wa*). These principles often make preserving the relationship as important as the literal text of the contract. Japanese private law reinforces this through doctrines that give weight to manifested intent and impose a robust duty of good faith. In Japan, written contracts are often concise in domestic transactions, with gaps expected to be managed through trust, shared history, and conciliation, while international contracts tend to be highly detailed (Landini, 2021). By contrast, contracts in many Western settings are framed primarily as explicit allocations of rights, responsibilities, and risk, emphasizing enforceability even where parties expect to solve problems collaboratively.

While the partners’ trust is essential to collaboration, trust is not something that simply exists; it can be intentionally designed. Contracts can be understood as designed touchpoints within a broader contracting journey (Kimbell, 2011), shaping relational dynamics between partners. They can be integral interactions that clarify expectations and influence the relational atmosphere between creatives and business partners. Rather than being separate legal artifacts, contracts can also function as part of a co-creation journey that must be intentionally designed with people’s perspectives in mind.

In service design and collaborative practices, trust can be fostered through structured rituals and tools: check-in rounds and shared vocabulary-building, for example, can function as elements of a trust infrastructure (Ozenc &

Hagan, 2019; Stickdorn et al., 2018). These practices help participants navigate ambiguity and tension with greater psychological safety. When conflict or complexity arises, such frameworks support a more open and honest dialogue, reducing defensiveness and enhancing long-term collaboration.

## *2. Enabling collaborative sensemaking*

In addition to trust, partners need support in identifying the scope and process of their collaboration, articulating interests and needs, and envisioning what might be useful to the collaboration or might create friction. Sensemaking theory perceives formalization through contracts as a tool to make sense of ambiguity (Vlaar et al., 2006). Formalization serves as a “means to make sense”, enabling participants in collaborative relationships to cope with participants’ problems of understanding. This role of formalization includes not only the contract document, but also the process of contracting (Vlaar et al., 2006, p. 1618). This approach is particularly useful in high-ambiguity, high-uncertainty contexts involving diverse stakeholders. In such settings, the contract may be useful to increase mutual understanding, with formal written contracts providing a stabilizing structure (Blomqvist et al., 2005, p. 502).

Vlaar et al. (2006) identify four mechanisms through which formalization supports sensemaking: (1) Focusing participants’ attention – directs attention to critical issues and helps structure complex situations; (2) Provoking articulation, deliberation, and reflection – encourages clarification of goals and assumptions; (3) Instigating and maintaining interactions – provides settings and triggers for dialogue and mutual understanding (e.g., contract iterations); and (4) Reducing biases and judgment errors – mitigates cognitive distortions and supports more balanced decision-making.

Hadfield’s and Bozovic’s (2016) concept of scaffolding provides a concrete example of the contract’s sensemaking role in innovative-oriented industries. Studying fast-moving, innovation-driven industries, they found that written contracts often function less as instruments for legal enforcement and more as shared reference points for interpreting one another’s actions. Even if no one expects to litigate, contracts help the parties agree on what counts as fulfilling, or falling short of their commitments, making it easier to solve problems and preserve trust (Hadfield & Bozovic, 2016). In this sense, scaffolding aims to give contractual relationships enough support, while simultaneously providing enough flexibility to adapt.

From this point of view, written contracts are rarely intended primarily for litigation. Their value lies in making hidden contingencies visible and guiding the interpretation of one another’s actions following adverse events. Pre-classifying potential “states” can support sensemaking by enabling the parties to quickly interpret and respond to unexpected developments (Hadfield & Bozovic, 2016).

### 3. *Ensuring fairness*

While narrative techniques, trust-building, and sensemaking processes provide collaborative instruments for managing uncertainty and articulating shared understandings, they do not eliminate the need for fairness in co-contracting. Narrative transportation research suggests that immersion in a narrative shifts attention toward experiential and affective processing, which may attenuate analytical scrutiny and reduce counter-arguing (Green & Brock, 2000, pp. 703, 712; Van Laer et al., 2014, pp. 799–801). In contractual contexts, narrative techniques may prompt gap-filling based on the perceived story of the agreement rather than on precise legal terms (Chesler & Sneddon, 2019, p. 280). Co-contracting therefore requires fairness-based safeguards to balance the persuasive effects of narrative engagement. The partners must remain connected to real world contexts and be empowered to integrate this awareness into the co-contracting process. Co-contracting must be grounded in clearly defined principles of fairness that are subsequently integrated into the contract.

Fairness has often been assessed through two principal lenses: distributive fairness and procedural fairness (Welsh, 2004). Distributive fairness refers to the perceived fairness of the outcome and the criteria used to allocate benefits and burdens among group members. Such criteria may be based on principles of equality, equity, need, or hybrid approaches combining these principles (Deutsch, 2006, p. 45). The individuals' choice between competing principles is not fixed but influenced by contextual factors, such as the quality of the relationship between the parties (Welsh, 2004, p. 755). Negotiation scholars add that fairness in negotiations is strengthened when parties agree in advance on objective criteria against which the fairness of the outcome can be evaluated (Fisher & Ury, 1999, p. 84). Fairness criteria may include factors such as market value, costs, precedent, professional standards, tradition, or the law and legal practice (Fisher & Ury, 1999, p. 89).

Procedural fairness concerns the fairness of the process. Research on procedural justice involving third party decision-makers shows that fair treatment and consistent procedures enhance the parties' confidence that the decision on the outcome will be fair (Deutsch, 2006, p. 47). Four factors are widely recognized as shaping this perception of fairness (Hollander-Blumoff, 2017, p. 22): (1) voice: the opportunity to present arguments and be heard; (2) neutrality: an unbiased decision-making in which rules are applied consistently; (3) dignity and respect: being treated with courtesy and having one's rights acknowledged, and (4) trust: confidence in the motives of those involved. These factors play a role in negotiations too, where perceptions of fairness are largely driven by relational factors such as voice, courtesy, and respect (Hollander-Blumoff, 2017, p. 36). The perception of procedural fairness may determine whether negotiations focus on creating joint value or merely dividing limited resources.

Elements of procedural fairness are reflected in negotiation scholarship (Hollander-Blumoff, 2017, p. 39). Fisher and Ury (1999, p. 17) emphasize the

importance of separating people from the problem and recommend active listening and general courtesy in negotiations – core components of voice and respect. Similarly, Mnookin et al. (2000, p. 47) emphasize “demonstrating an understanding of the other side’s needs, interests, and perspective, without necessarily agreeing”, a concept linked to voice. Fisher and Ury further highlight reliance on objective criteria, which reflects the neutrality dimension of procedural justice. Overall, the literature emphasizes the importance of relationships and of treating parties with dignity in negotiation (Welsh, 2004, p. 767).

The quest for objective fairness criteria in the negotiation process is closely tied to the parties’ understanding and ability to exercise their legal rights. In the context of intellectual property rights, Kur et al. (2024) frame distributive fairness as a response to disproportionate capture of value: exploitation may be lawful yet still unfair if the gains from commercial use of a work vastly exceed the creator’s reward.

EU copyright legislation illustrates how distributive fairness has been operationalized as an explicit policy concern. The Rental and Lending Directive (Directive 2006/115/EC) introduced the concept of “equitable remuneration” for public uses of commercially released sound recordings, acknowledging that creative and artistic work necessitates an “adequate income”. The InfoSoc Directive (Directive 2001/29/EC) further made “fair compensation” mandatory where Member States allow specific copyright exceptions, such as private copying, photocopying, and reproductions of broadcasts by certain social institutions. In the InfoSoc Directive, fair compensation is assessed case by case, with the potential harm caused by the use treated as “valuable criterion” (Kur et al., 2024, pp. 399–403).

These principles on fairness are echoed and extended to contractual practice in the DSM Directive. Recognizing issues with one-off lump-sum contracts and various asymmetries in information and bargaining power, the Directive sets out obligations to promote fairness in contracts: the principle of appropriate and proportionate remuneration (Art. 18), transparency obligations concerning exploitation (Art. 19), a contract-adjustment (“bestseller”) mechanism (Art. 20), voluntary alternative dispute resolution (Art. 21), and a right of revocation for lack of exploitation (Art. 22). In practice, the aim of the Directive is for creators to be compensated in a way that reflects the value of their contribution and the revenues generated from exploitation.

However, these rights are only useful insofar as the creators can exercise them. Structural power imbalances and the fear of jeopardizing fragile professional relationships, or being “blacklisted”, often deter individual authors and performers from invoking their rights against their contractual counterparts. Consequently, Hugenholtz (2022, p. 476) highlights the importance of fairness mechanisms that can be enforced anonymously, collectively, or both, whenever possible, allowing creators to challenge boilerplate terms and template contracts without being individually exposed.

## Toward the new paradigm: Implementing co-contracting by design

For decades, contracts have been shaped by templates and standard forms drafted by lawyers for lawyers. The resulting documents cater more to legal professionals and courts than to the parties who are expected to rely on them for everyday collaboration. Consequently, contracts have often become cumbersome, intimidating, and foreign – exercises in satisfying legal conventions rather than enabling mutual understanding or guiding action.

In conventional legal scholarship, contracts have been viewed primarily through their enforcement function: binding parties to commitments whose reliability depends on legal remedies. Yet, as Snyder (2022) and others have observed, contracts also serve operational functions by structuring relationships and guiding behavior. This operational lens suggests that contracts are not only legal backstops but also potential frameworks for organizing business activity – and, as we argue, for guiding creative collaboration.

The prevailing Western contract paradigm often emphasizes transactions over relationships, outcomes over processes, and dispute resolution over dispute prevention. Traditional contract drafting often begins with risk, liability, and remedies – sometimes even before the parties' underlying purpose is clear. In this view, a contract is primarily a final product: a static artifact that records a deal once negotiations are complete. By contrast, co-contracting, as conceptualized and proposed for implementation in this article, views contracts as frameworks that support flexibility and trust, while still resulting in a shared and stable contract. They can combine obligations with expectations and aspirations, providing not only enforceable terms but also clearly articulated shared goals and pre-defined mechanisms for revision, supporting the evolving collaboration and adaptation to change.

The concept of *co-contracting* highlights the importance of dialogue, co-design, and shared authorship within this shift. In the new paradigm, co-contracts are at their core practical tools for aligning expectations, enabling cooperation, and supporting relationships, as well as serving as legal instruments. While the legacy of traditional legal writing has perpetuated what Haapio (2025) describes as a “magic spell”, binding validity to formulaic words and structures, this spell is now beginning to break. The emergence of plain language contracts, visual and comic contracts, and the notion of contracts as communication tools signals a broader shift. Co-contracting shifts the emphasis even further from the contract as a document to the shared purpose and the collaboration process evolving between the parties starting from a co-generated plot. Instead of locking in details prematurely, co-contracting begins by clarifying objectives, surfacing expectations, and establishing a foundation of trust.

Conventional contracting paradigm	Co-contracting paradigm
Contracts as legal documents	Co-contracts as co-created scripts
Template first	Co-created plot first
Drafted by lawyers, for lawyers	Designed with users in mind
Emphasize enforcement and liability	Support collaboration and adaptation
All-or-nothing obligations	Calibrated commitments
Fixed upfront	Stable with planned adaptation
Negotiation outcome	Tool for performing collaboration

**Figure 2.** *Conventional contracting paradigm vs. co-contracting paradigm: key distinctions across seven dimensions.*

To clarify the conceptual shift proposed in this article, Figure 2 contrasts two distinct logics of contracting.

## From plot to script

In this article, co-contracting is conceptualized as a narrative process of co-creating a plot directed toward a common goal. This plot evolves through the articulation of mutual aims and by defining and clarifying the role each party seeks to play in advancing them, thereby giving the parties an active role in defining, shaping, and pursuing their goal. The plot unfolds through a series of “scenes” or milestones which provide structure, set intermediate goals, and allow for responsiveness to the unfolding creative process.

The narrative may remain open-ended, yet it involves setting parameters, checkpoints, and measures of progress through which the parties can assess satisfaction with interim results and agree on further steps. This reflects the idea of contracting for process rather than outcomes: the emphasis is on creating a structure that supports adaptation, learning, and re-iteration rather than prematurely locking in final results. The checkpoints enable adjustment and refinement of the goals, or if necessary, the re-iteration of prior steps.

Like all plots, events may take unexpected turns, including dramatic endings. Co-contracting therefore requires that alternative plotlines are anticipated and addressed *ex ante* through the contract, for example by specifying how unmet milestones, deviations from agreed parameters, or breakdowns in collaboration are handled and what consequences follow. A well-structured contractual framework enables the parties to engage constructively with this unfolding play, without reopening the agreement itself. Thus, co-contracting frames

the contract as a shared contractual script: a stable agreement with designed mechanisms for adaptation, grounded in three pillars: relationship and trust, collaborative sensemaking, and fairness.

### *1. Implementing collaborative relationship and trust*

To give effect to the pillar of relationship and trust, co-contracting requires the parties to enter into a relationship of trust that enables an open dialogue to imagine and shape shared futures. Such openness and trust cannot be fostered through tools of the old paradigm, such as legalistic provisions or standardized templates introduced prematurely. On the contrary, doing so often triggers an adversarial mindset rather than a collaborative one. What is required instead is investment in the infrastructure of trust: a set of practices and attitudes that support openness, cooperation, and a shared orientation toward the future.

For complex technology contracts in volatile and uncertain markets, Vitasek and Frydlinger (2022, p. 609) suggest five steps that may serve as an implementation guide for creative-business collaborations. These steps include (1) focusing on the commercial *relationship*, (2) promoting a partnership by co-creating a *shared* vision and strategic objectives, (3) adopting guiding principles by explicitly agreeing on and including in the contract *social norms* (reciprocity, autonomy, honesty, loyalty, equity, and integrity), (4) *aligning* interests and expectations on the key deal points, and (5) staying aligned by developing a *governance mechanism* to manage change and uncertainty.

The co-contracting framework should similarly incorporate structured touchpoints that prompt the parties to initiate and sustain meaningful dialogue, support relational governance, and acknowledge the evolving nature of the collaboration.

### *2. Implementing collaborative sensemaking*

Given the uncertain nature of the creative-business collaboration where “nobody knows” the outcome in advance and where parties often speak different professional languages, co-contracting must be uncertainty-aware in practice: embrace change as natural, support openness to learning, and invite curiosity about each party’s context, needs, and perspectives.

The mechanism proposed by Vlaar et al. (2006) can be used to implement collaborative sensemaking and to co-create pathways forward despite ambiguity. Through the mechanisms of (1) focusing attention, (2) articulation, deliberation, and reflection, (3) interaction, and (4) reducing biases, judgments errors, incompleteness, and inconsistency, partners can be guided to identify what is certain and what can already be agreed on or then what still needs to remain open, while finding constructive ways on how to proceed.

Co-contracting, in this sense, encourages articulation of goals, enables the expression of concerns and wishes, and fosters deliberation and reflection beyond what is immediately obvious – making the invisible visible. The co-contracting process supports sustained dialogue between partners and incorporates low-intervention mechanisms such as meetings, scheduled check-ins, and iterative revisions to address potential conflicts and misunderstandings (Hietanen-Kunwald & Haapio, 2021). In addition, the process can help the parties identify and address differences in perceptions and biases, often rooted in divergent contexts that may undermine their collaboration.

Ultimately, the aim is to introduce a structure through the process of formulating a co-created contract – a structure that sets boundaries of the collaboration while advancing its progress and enabling constructive dialogue.

### *3. Implementing fairness*

Co-contracting aims to operationalize both procedural and distributive fairness. It seeks to empower the parties to participate actively in the process by providing access to information, shared practices and standards and by helping them integrate these into the process. Our approach positions intellectual property rights as part of this collaborative story. In co-contracting, rights and remuneration standards as well as objective, mutually agreed criteria against which the fairness of the negotiated outcome can be evaluated in case of uncertainties become a way for parties to co-create expectations about how the work may be used over time and how value will be shared as circumstances evolve.

Co-contracting supports the parties in collaborating through a process characterized by dignity and mutual respect. It embeds the core elements of procedural fairness, ensuring that each party has a voice in the dialogue and the opportunity to explore and evaluate options for cooperation. At the same time the process guides the parties to a creative yet legitimate outcome, one in which neither side feels being taken advantage of (Patton, 2005, p. 285).

Creative compensation can be linked to resources or results: milestone payments, shares of income, or fees based on actual use. The contract helps co-create and co-manage value: it can record the initial scope of rights, link remuneration to the economic value of those rights in use, and set out how new exploitations (formats, territories, platforms) reopen the conversation. By linking value to remuneration, the parties can operationalize distributive fairness by enabling the creative to earn royalties throughout the economic lifespan of the work, preventing situations where the value of the work exceeds the creator's reward (Carre et al., 2023, p. 52; Kur et al., 2024, p. 398).

## Information design as a tool for operationalizing co-contracting and its pillars

The co-contracting process requires facilitation. Drawing from design methodologies, co-contracting can be understood as a participatory design process (Stickdorn et al., 2018) in which stakeholders co-create the contours of their relationship. Information design can help parties navigate the process through shared visual frameworks. Using clear language, structured and segmented information, visual explanations, diagrams, and symbols, it can simplify complex legal concepts and enhance understanding.

Information design also helps visualize complexity, surface assumptions, and scaffold understanding (Pontis, 2013; Waller, 2025) thereby supporting collaborative sensemaking. At the same time, it can make legal information and relevant external standards more transparent and accessible, enabling the parties to better understand their choices and assess the fairness of proposed solutions. By visualizing and structuring the dialogue, information design can further strengthen participation and trust in the process, thereby supporting procedural fairness.

## Conclusions

Conventional contract thinking often rests on the assumption that all contractual commitments are, and must be, binding. Together with an emphasis on fixed outcomes and rigid obligations, this approach does not align well with the realities of creative collaboration.

Co-contracting offers an alternative paradigm in which contracts are collaboratively designed through dialogue and adaptation and then stabilized as a contractual framework that guides collaboration and supports relationship-building. In this paradigm, contracts can combine binding obligations with articulated expectations and shared aspirations. This allows contracts to function both as enforceable instruments and as tools that make shared goals visible and support ongoing alignment through pre-defined mechanisms for revision.

Drawing on theories of relational contracting, fairness, sensemaking, and narrative transportation, co-contracting integrates practices such as information design to reframe contracts as co-created scripts. These scripts help partners align expectations, navigate uncertainty, and build and sustain trust. Rather than constraining creativity, co-contracting amplifies it, supporting artistic integrity and commercial viability.

For future research, we suggest building on this work through a combination of further theoretical development, iterative prototyping, and empirical studies, with the aim of establishing a practical foundation for co-contracting to move

from an emerging concept to a mainstream practice. This could help transform contracts from mere legal artefacts into genuine enablers of creative collaboration grounded in trust, shared understanding, and fairness. In doing so, co-contracting contributes to artpreneurship by developing fairer and more workable relationships as creative projects evolve.

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