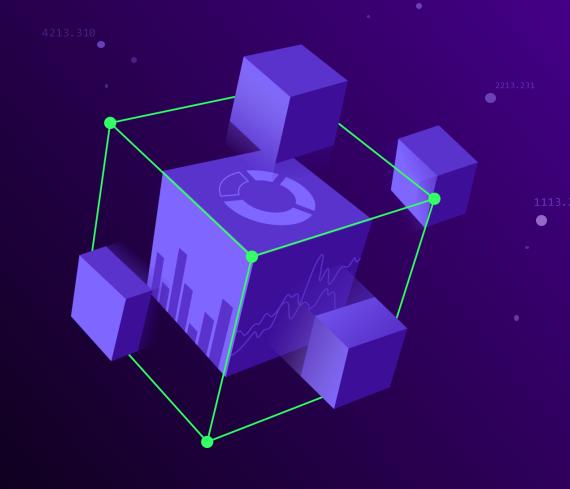


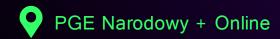
# NLP for automatic analysis of contracts

Nikolai Karelin, <u>nikolai.karelin@silkdata.ai</u> Head of Al, Silk Data

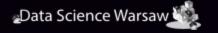














#### Outline

- Topic and team
- Contract classification
- Clause classification
- User interface
  - Web
  - MS Word extension
- Conclusion, further steps



#### The Problem: Level 3 Contract Review

#### Costly and slow process

USD 500+/hour

#### Prone to mistakes

- Junior attorneys
- High time pressure

#### Boring work

- Low motivation
- Hard employee retention

"... contracts review, which **costs** humans substantial time, money, and attention. Many law firms spend approximately 50% of their time reviewing contracts. Due to the specialized training necessary..., the billing rates for lawyers at large law firms are typically around **\$500-\$900 per hour in the US**.

As a result, many transactions cost companies hundreds of thousands of dollars just so that lawyers can verify that there are no problematic obligations or requirements included in the contracts. Contract review can be a source of drudgery and, in comparison to other legal tasks, is widely considered to be especially boring."

### Contract review background

The lowest level of work in reviewing a contract is to find "needles in a haystack."

#### Important provisions

**Analysis** 

Counseling / risk assessment

Can be covered by LegalTech automation

depends on the industry, the business model, the risk tolerance and the priorities of a company

#### The team





#### Expertise

- <u>iLex.by</u> the biggest legal info service provider in BY
  - >100K legal and analytical documents
  - Human supervision for AI

#### Advisory

Sergey Sinkevich Sr. Director @ EPAM Business Angel @ AngelsBand.by

#### **Technology**

**Silk Data** – software engineering company, focused on NLP, AI consulting & development, Machine Learning Engineering, Data Science https://www.linkedin.com/company/silkdata/







Data Science &

Analytics

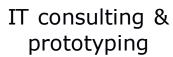
AI consulting &Machine learning development engineering



Web development

Mobile development





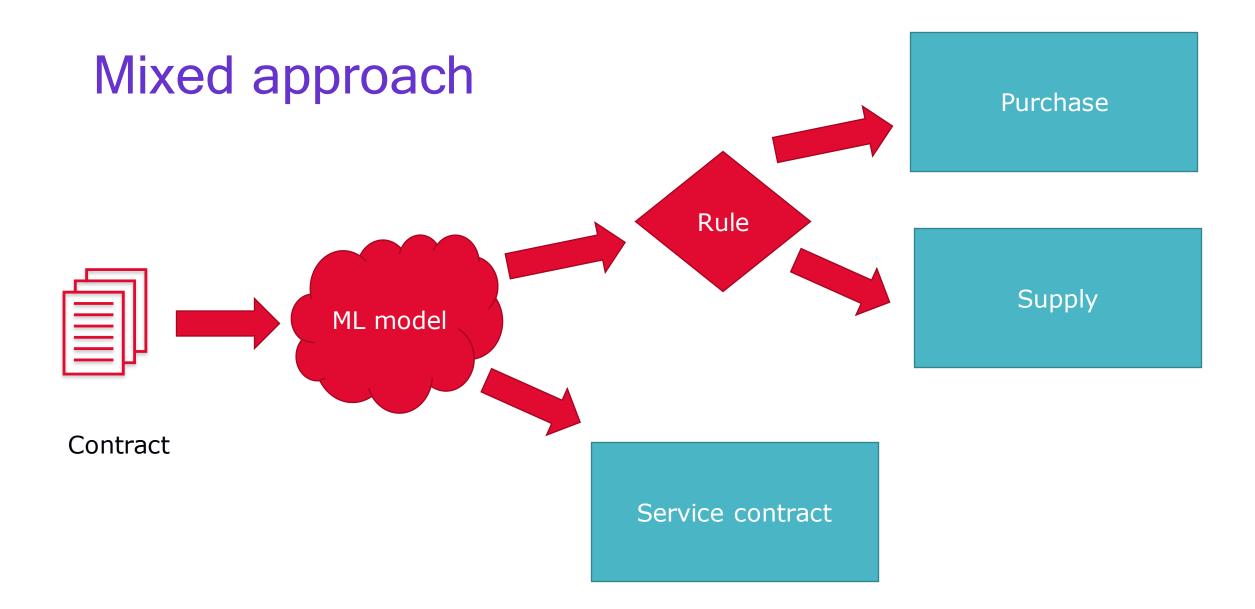
#### Goals

- Create automated paralegal ('spell-checker' for legal expert)
- Fast onboarding
  - Ready solution for small/medium-sized business
- Flexibility
  - Support of other languages and legislatures

#### Contract classification

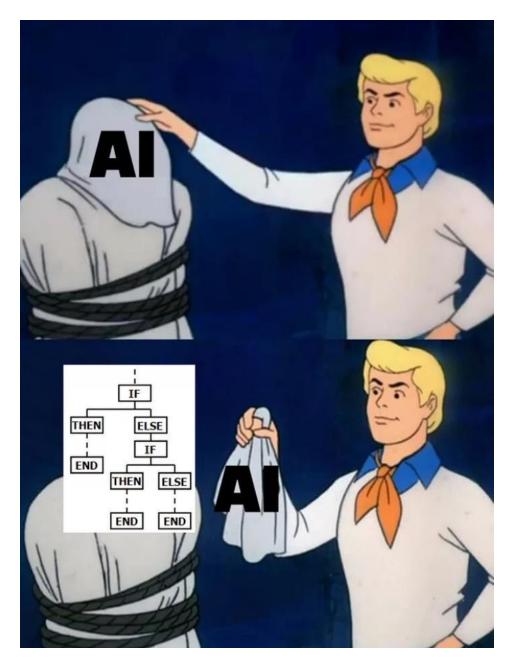
- Why?
- The contract type
  - defines applicable law provisions, or
  - contract negotiation playbook use
- Approach: mixed
  - ML model
  - Rules

- Supported types:
  - Purchase contracts
  - Consignment (supply) contracts
  - Service contracts



Classification accuracy: ~90%

# Mixed approach



9

# Data (EN): Atticus project



- A corpus of 13,000+ labels in 510 commercial legal contracts
- Manually labeled under the supervision of experienced lawyers to identify 41 types of legal clauses (considered important in contract review in connection with a corporate transaction, including mergers & acquisitions, corporate finance,...)
- 25 contract types
- <a href="https://www.atticusprojectai.org/">https://www.atticusprojectai.org/</a> (non-profit organization)
- Paper: <a href="https://arxiv.org/abs/2103.06268">https://arxiv.org/abs/2103.06268</a>
- Code: <a href="https://github.com/TheAtticusProject/cuad">https://github.com/TheAtticusProject/cuad</a>

# Data (EN): Atticus project

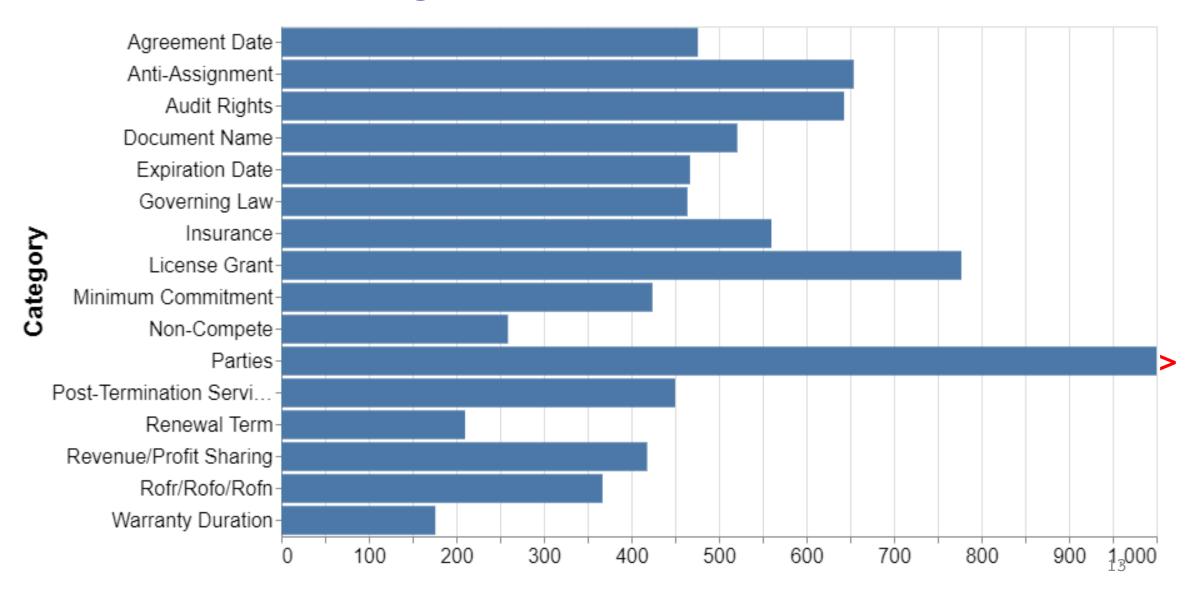


- "As a result of this effort, a conservative estimate of the pecuniary value of CUAD of is over \$2 million (each of the 9283 pages were reviewed at least 4 times, each page requiring 5-10 minutes, assuming a rate of \$500 per hour)."
- License: CC-BY 4.0, <u>https://creativecommons.org/licenses/by/4.0/</u>
   (attribution required)

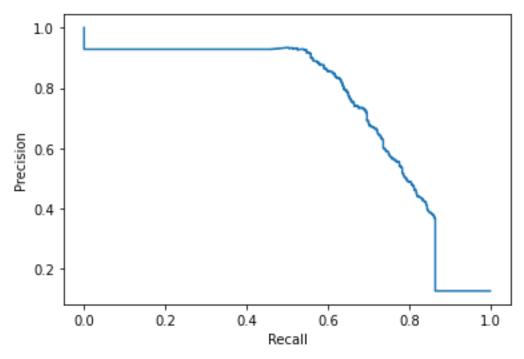
### Data (EN)

- 500 labeled contracts
  - 'Needle in a haystack' problem: about 0.25% clauses per category
- Unlabeled legal texts:
  - EU legislation, <a href="https://eur-lex.europa.eu/">https://eur-lex.europa.eu/</a>
  - UK legislation, <a href="https://legislation.gov.uk/">https://legislation.gov.uk/</a>
  - US case law (free part), <a href="https://case.law/bulk/download/">https://case.law/bulk/download/</a>

### Provisions categories: statistics

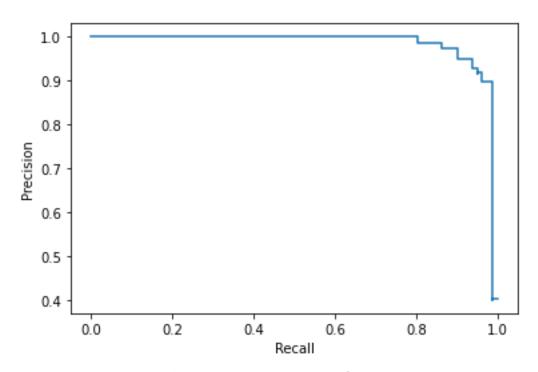


### Provision classification quality





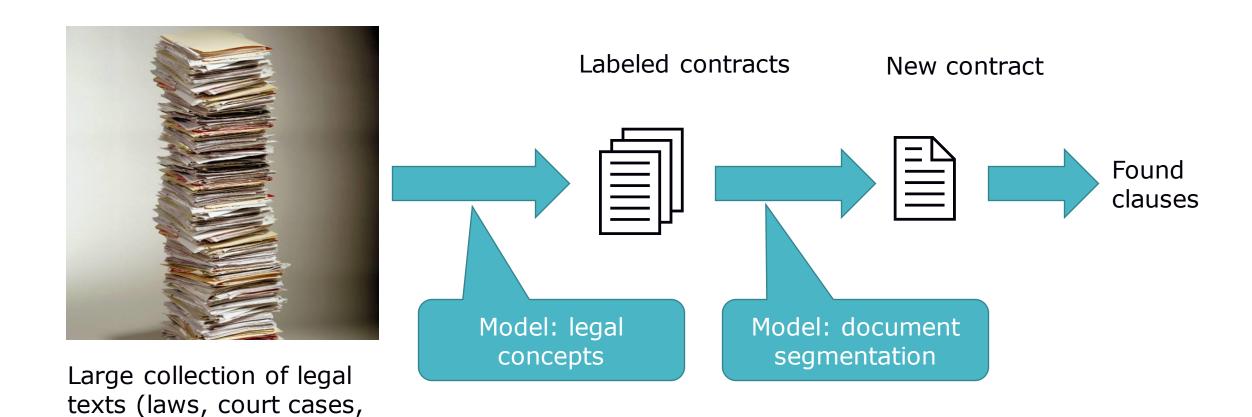
• Averaged F1=0.83



- Precision/recall curve for clause classification
- Averaged F1=0.82

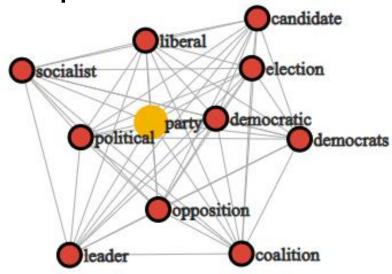
# Principle: simplest 'transfer learning'

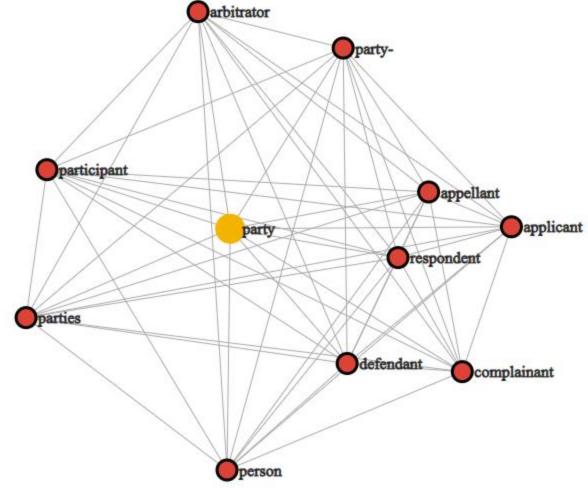
books, ...)



### Structure of concepts

#### Wikipedia-based



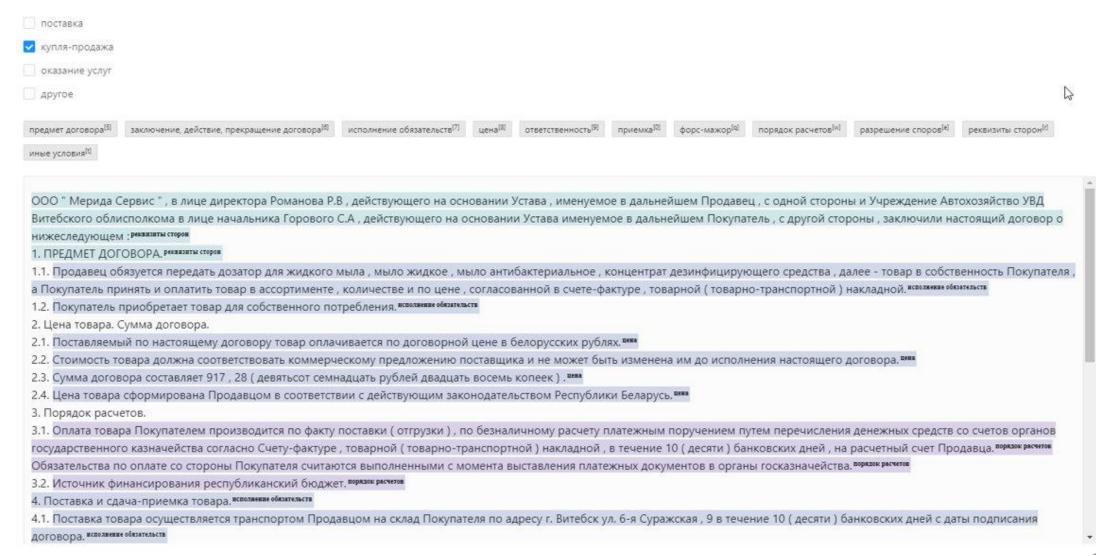


Legal data-based

### Data (RU)

- Large non-labeled legal corpus
- Contracts for classification, ca. 2500
- About 100 contracts with lawyer-labeled provisions (shorter that English variants)
- Accuracy: ~70-80%
- Further data collection:
  - User's documents
  - Active learning

# **Active learning**



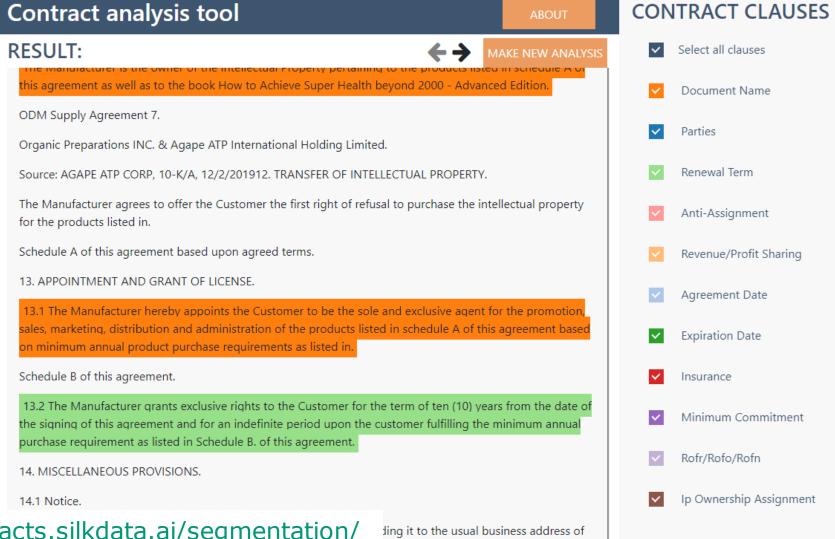
### Why classical approaches

- Performance is good enough
- Easy interpretation
  - Asked by many customers
- Works for limited-resource languages
- Flexibility

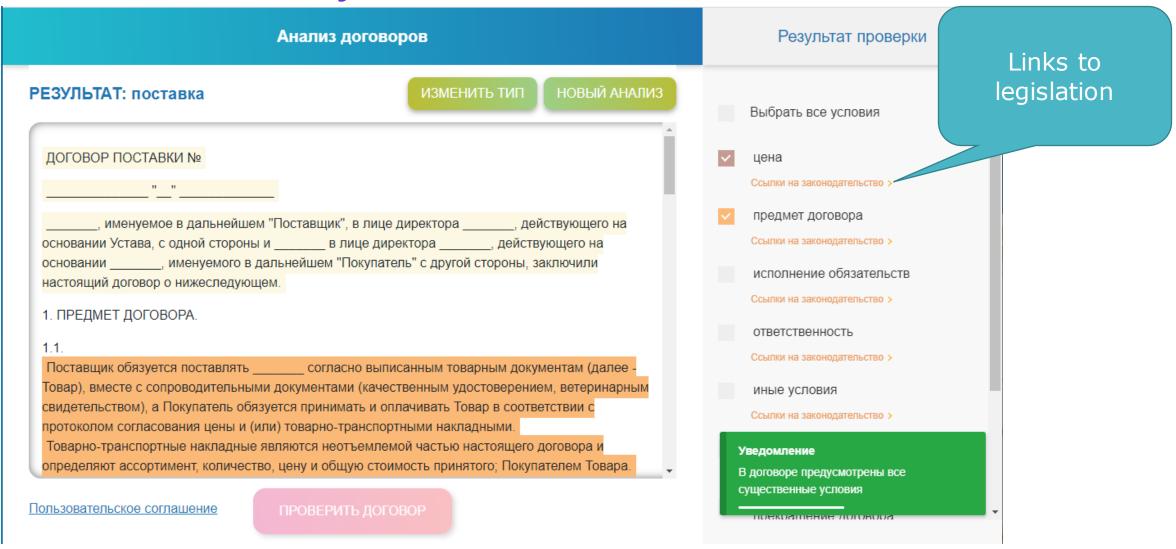
### **MVP** implementation

- Web interface
  - Easiest start
  - Text copy-paste
  - File processing (DOCX, PDF)
- Word add-on (in development)
  - Where the users work on documents
  - Minimal intrusion: text selection only

# Contract Analysis (EN): web-version



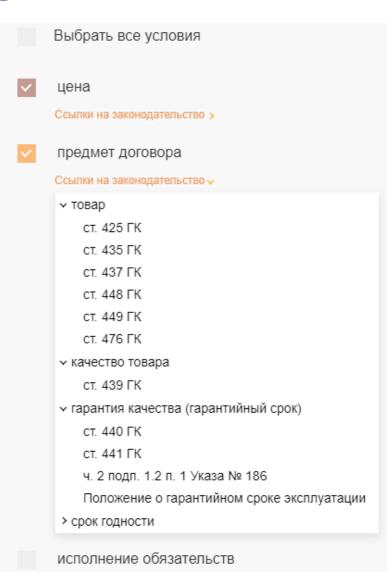
## Contract Analysis (RU): Web



https://contract.by/app/

### Links to legislation

в лице директора о нижеследующем. окументами (качественным огласования цены и (или) общую стоимость принятого; не оговорено Сторонами



- Currently:
  - Expert-provided links
- In future:
  - Automated suggestion of law provisions and edits

# Contract Analysis: Word add-on

| ДОГОВОР ПОСТАВКИ №  |
|---|
| <u>«_</u> »   |
| , именуемое в дальнейшем «Поставщик», в лице директора, действующего на   |
| основании Устава, с одной стороны и в лице директора, действующего на основании   |
| , именуемого в дальнейшем «Покупатель» с другой стороны, заключили настоящий договор<br>о нижеследующем:  |
| 1. ПРЕДМЕТ ДОГОВОРА   |
| 1.1. Поставщик обязуется поставлять согласно выписанным товарным документам   |
| далее - Товар), вместе с сопроводительными документами (качественным удостоверением   |
| ветеринарным свидетельством), а Покупатель обязуется принимать и оплачивать Товар в соответстви   |
| : протоколом согласования цены и (или) товарно-транспортными накладными. Товарно-транспортны<br>накладные являются неотъемлемой частью настоящего договора и определяют ассортимент |
| накладные измистся нествемненой частью настоящего договора и определяют ассортимент<br>количество, цену и общую стоимость принятого; Покупателем Товара.                            |
| 1.2. Цель приобретения товара: собственное производство и (или) оптовая торговля.   |
| 2. СРОКИ И ПОРЯДОК ПОСТАВКИ. ПРИЕМКА ТОВАРА, КАЧЕСТВО ТОВАРА  |
| 2.1. Поставка Товара Покупателю производится на основании предварительных заявог  |
| устных или письменных).   |
| 2.2. Форма оплаты: в течение банковских дней с момента поставки товара. Доставка говара осуществляется автомобильным транспортом Покупателя, расходы по доставке оплачиваются       |
| Покупателем, если иное не оговорено Сторонами дополнительно.  |
| <ol> <li>Покупатель осуществляет приемку Товара от Поставщика согласно постановленик</li> </ol>   |
| Совета Министров Республики Беларусь от 03.09.2008 N 1290 "Об утверждении Положения о приемк  |
| говаров по количеству и качеству" (далее - постановление N 1290); по количеству - согласно Товарно  |
| гранспортным накладным.   |
| 2.4. Поставляемый Товар должен соответствовать государственным стандартам Республики  |
| Беларусь.   |

| Анали    | з Договоров                                |          | > |
|----------|--|----------|---|
| ∨ тиг    | 1 ДОКУМЕНТА                                |          |   |
|          |  |          |   |
| •        | Поставка                                   | ~        |   |
| ∨ усл    | овия договора                              |          |   |
| ~        | Предмет договора                           | 0        |   |
| <b>~</b> | Цена                                       | 0        |   |
|          | Исполнение обязательств                    | 0        |   |
|          | Ответственность                            | 0        |   |
|          | Иные условия                               | 0        |   |
|          | Приемка                                    | 0        |   |
|          | Заключение, действие, прекращение договора | B        |   |
|          | Порядок расчетов                           | 0        |   |
|          | Разрешение споров                          |          |   |
|          | Реквизиты сторон                           |          |   |
| ~ пол    | пожения О                                  |          |   |
| П        | оставщик обязуется поставлять              | <i>O</i> |   |
| To       | оварно-транспортные накладны.              | <i>O</i> |   |
| T-       | оварно-транспортные накладны.              | <i>6</i> |   |
| u        | 24<br>Јель приобретения товара: собст.     | O        |   |

#### Conclusion: current state

- Finalized MVP
- Actively used by pilot users
  - Ca. 300 contracts checked a week
  - About 10% recurring users
  - Positive feedback
- Analysis of user activity and suggestions
- Looking for partnership on other markets



#### Thank you for watching!

Remember to leave your questions and rate the presentation in the screen below.

nikolai.karelin@silkdata.ai











