

CONTRACT SIFTER

PLAYBOOK FOR POLICYHOLDERS

VICTOR CONTRACT SIFTER



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VICTOR CONTRACT SIFTER

This market-changing new offering combines Victor’s insurance coverage and risk management expertise with LegalSifter’s Artificial Intelligence-powered contract review software.

Victor Contract Sifter provides you with a fast and easy way to spot potential coverage issues and receive actionable guidance on common issues that relate to insurability in professional services agreements. Victor is leveraging AI to expand the accessibility of its contract review services and to provide you with access to real-time and practical risk management guidance.

The software uses AI, in the form of “Sifters,” which are trained to read text and identify important and relevant insurability concepts in contracts. The Sifters learn from user feedback and improve over time. Victor’s in-context expert advice regarding issues of professional liability is embedded in the product and is available to users in every Sift. An integrated routine of “Sifting before you sign” in the contract review process will help design firms embed good risk management practices into their culture.



PRODUCT BENEFITS



Victor contract sifter offers:

- **Issue spotting and in-context expertise:**

After you upload a professional services agreement into Victor Contract Sifter, within minutes, the product identifies common insurability and practice management issues and offers Victor's guidance on those issues, including:

1. an explanation of the concept or issue;
2. professional liability or insurability concerns associated with the issue;
3. a recommended response and;
4. sample language.

- **Efficiency and standardization:**

AI-powered issue spotting speeds the process of contract review. Over time, you will gain lasting insight into key issues and learn how to respond effectively to those issues as you negotiate contracts. This approach to contract review may reduce risk and increase standardization of contract terms.

- **An effective training tool:**

The product serves as a great teaching tool for contract reviewers who may not be familiar with liability issues in the design and construction industry.

- **A complete solution:**

The final redlined document with commentary can be exported out of the application as a Word document. The edited redlined document with proposed modifications can be sent as an attachment to your client, which will ease the contract negotiation process.

PRODUCT LIMITATIONS

Victor contract sifter does not:

- **Review all types of contracts:** The product is optimized for the review of design firm professional services contracts. The issue spotting and expertise in Victor Contract Sifter are applicable to only these types of contracts. You should not use Victor Contract Sifter for the review of — or expect to receive appropriate risk management guidance for — other industry-related contracts such as Lender Consents to Assignments, NDAs, Joint Venture Agreements, Teaming Agreements, Lien Waivers, real estate or rights of way acquisition services or other non-professional service contracts.
- **Substitute for human judgment:** The AI does not tell you whether the issues it has spotted in a contract are good or bad; the AI flags the issue and Victor's added expertise within the product helps you determine how to respond to these issues. In other words, the AI predicts the issues present in the contract and you — with the help of Victor — make a judgment on how to respond to those issues. As a reminder, Victor's expertise provides succinct guidance related to four areas:
 1. Issue
 2. Concern
 3. Response
 4. Sample languageThe guidance may also provide a hyperlink to other resources on the topic.
- **Substitute for legal advice:** This is not a legal review; it is a review of general insurability issues and other common practice management issues, such as copyright protections.



NAVIGATING VICTOR CONTRACT SIFTER

The screenshot displays the Victor website's navigation and content. At the top left is the Victor logo. To its right are links for 'Logout', 'About Us', and 'Contact Us'. A search bar with a 'SEARCH' button and a magnifying glass icon is positioned on the right. Below the search bar are social media icons for Twitter, LinkedIn, RSS, and YouTube. A horizontal menu contains 'Insurance Solutions', 'Get Online Quotes with V2', 'Broker Resources', 'Risk Management Resources', and 'Policyholder Resources'. A breadcrumb trail reads 'Home / Risk Management Resources / School of Risk Management'. The main heading is 'School of Risk Management'. Below this are four content cards: 1. 'NEW Victor Contract Sifter' with a description of an AI-powered tool and 'Log In' and 'Learn More' buttons. 2. 'Continuing Your Education' with a description of online learning and 'Log In' and 'Learn More' buttons. 3. 'Tools & Resources' with a description of project management tools and 'Managing Your Project' and 'Running Your Firm' buttons. 4. 'News & Events' with a description of webinars and newsletters and a 'Discover More' button. At the bottom are two buttons: 'LOG IN/REGISTER' and 'NEED ASSISTANCE?'.

VICTOR Logout | About Us | Contact Us


Welcome Victor OI +

SEARCH

Insurance Solutions ▾ Get Online Quotes with V2 ▾ Broker Resources ▾ Risk Management Resources ▾ Policyholder Resources ▾

Home / Risk Management Resources / School of Risk Management

School of Risk Management




NEW Victor Contract Sifter

Insureds-only access to AI-powered contract review tool.

[Log In](#)

[Learn More](#)




Continuing Your Education

Online learning & continuing education

[Log In](#)

[Learn More](#)




Tools & Resources

Tools and resources to help manage your projects and run your firm.

[Managing Your Project](#)

[Running Your Firm](#)



News & Events

Webinars, newsletters, industry events, blog posts and more!

[Discover More](#)

[LOG IN/REGISTER](#) [NEED ASSISTANCE?](#)



/

Please Log In

Access to premium content is available to current insurance brokers and policyholders. Please login to continue or create a victor account if you don't already have one.

User ID (your email address):

Password:

[Create an account](#)
[Reset your Password](#)

[LOG IN](#)

[Tweeet](#) [Share](#)
[in Share](#) [Google +](#)

Sign up for our e-Updates
Our e-updates provide monthly, relevant information on each of our insurance programs.

[SIGN UP](#)

VICTOR

HOME DOCUMENTS

VICTOR YC ?

SIFT DOCUMENT ?

Welcome to Victor Contract Sifter

Recently Sifted Documents

(No Recent Documents)

What's New

March 10, 2021

Sifter Updates

LegalSifter has added the following Sifters:

- Interlibrary Loan, References To
- Jurisdiction: Consent to Jurisdiction
- Jurisdiction: No Objecting to Jurisdiction
- Usage Statistics

28 Sifters were improved via Sifter Trainer

Details about all Sifters can be found in the Sifter Library:
<https://www.legalsifter.com/sifter-library>

March 3, 2021

Sifter Updates

LegalSifter has added the following Sifter:

- Force Majeure: Causation

LegalSifter has refreshed the following Sifter:

- Liens: Waiver

About LegalSifter Sifter Library Privacy Policy

Logged in under Victor Insurance Demo

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Click "Sift document" to begin the Sifting process

This is how your home page will be displayed

The screenshot displays the Victor Sifter web application interface. At the top, there is a navigation bar with 'HOME' and 'DOCUMENTS' tabs, and the Victor logo. The main content area is titled 'My Documents' and features a 'SIFT DOCUMENT' button. A modal dialog box titled 'Choose a Document Type' is open, showing a search filter and a list of document types. The selected document type is 'Professional Service Agreement - Issue Spotter', which is highlighted in orange. Below the list, there is a detailed description of the tool's capabilities for professional services agreements. At the bottom of the dialog, there are 'Cancel' and 'Continue' buttons. The footer of the application includes links for 'About LegalSifter', 'Sifter Library', and 'Privacy Policy', along with social media icons and a login status indicator.

Select the "document type" and click "continue" to begin Sifting. You'll be prompted to select the contract you want the tool to review. Select the contract from your PC and the Sifting process will automatically start.

VICTOR HOME DOCUMENTS VICTOR YC ?

SIFT DOCUMENT ?

My Documents

<input type="checkbox"/> File Name	Document Type	Sifted ▾	Shared?	Actions
<input type="checkbox"/> V Demo Contract	Professional Service Agreement - Issue Spotter	Sifting...		▾

Footer: About LegalSifter Sifter Library Privacy Policy [social icons] Logged in under Victor Insurance Demo Copyright © 2021 LegalSifter, Inc. All rights reserved. LegalSifter

This progress notation will be displayed as the contract is being reviewed

VICTOR

HOME DOCUMENTS

VICTOR YC ?

SIFT DOCUMENT ?

My Documents

<input type="checkbox"/> File Name	Document Type	Sifted	Shared?	Actions
<input type="checkbox"/> V Demo Contract	Professional Service Agreement - Issue Spotter	Today at 9:44am EST		OPEN ▾

Folders +

My Documents

Shared with me

Trash

About LegalSifter Sifter Library Privacy Policy

Logged in under Victor Insurance Demo

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“Documents” is where you Sifted contracts will be stored.

Once the contract has been Sifted, you can now open the document to review any issues/concepts found or missing

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice
 Missing
 Found
 Train Sifter
 Share
 Export
 YC
 ?

SIFTER SUMMARY

MISSING: Negotiating Disputes

ISSUE: The most effective method of resolving disputes between design firms and project clients is through direct negotiations. Using a standard "meet and confer" provision in a contract commits the leadership of both parties to discuss the issues before further action is taken.

CONCERN: With professional liability disputes, costs, losses, or damages can grow quickly, and your reputation is at stake. Resolution discussions should be initiated as soon as possible.

General Advice

Negotiating Disputes

Edit View Format Review

Times New Roman 15 B I U A

STATE OF DEMO)
) CONTRACT FOR PROFESSIONAL SERVICES
 COUNTY OF ANYWHERE)

THIS CONTRACT IS SUBJECT TO ARBITRATION

This **CONTRACT** entered into this 21st day of January, 2021, between the State, an instrumentality of the State of Demo, (hereinafter "Authority") the address of which is 123 Main Street, Anywhere, USA 12345, and Consultant, the address of which is 555 Commerce Road, Anywhere, USA 56789 (hereinafter "Consultancy").

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth it is agreed by and between the Parties hereto as follows:

I. PROJECT DESCRIPTION

The Authority requires the professional services of a Consultancy to provide Construction Document Development and Construction Support for the Wharf Project. This contract is not intended to be an exclusive contract. The Authority may engage other consultancies as may be necessary and appropriate.

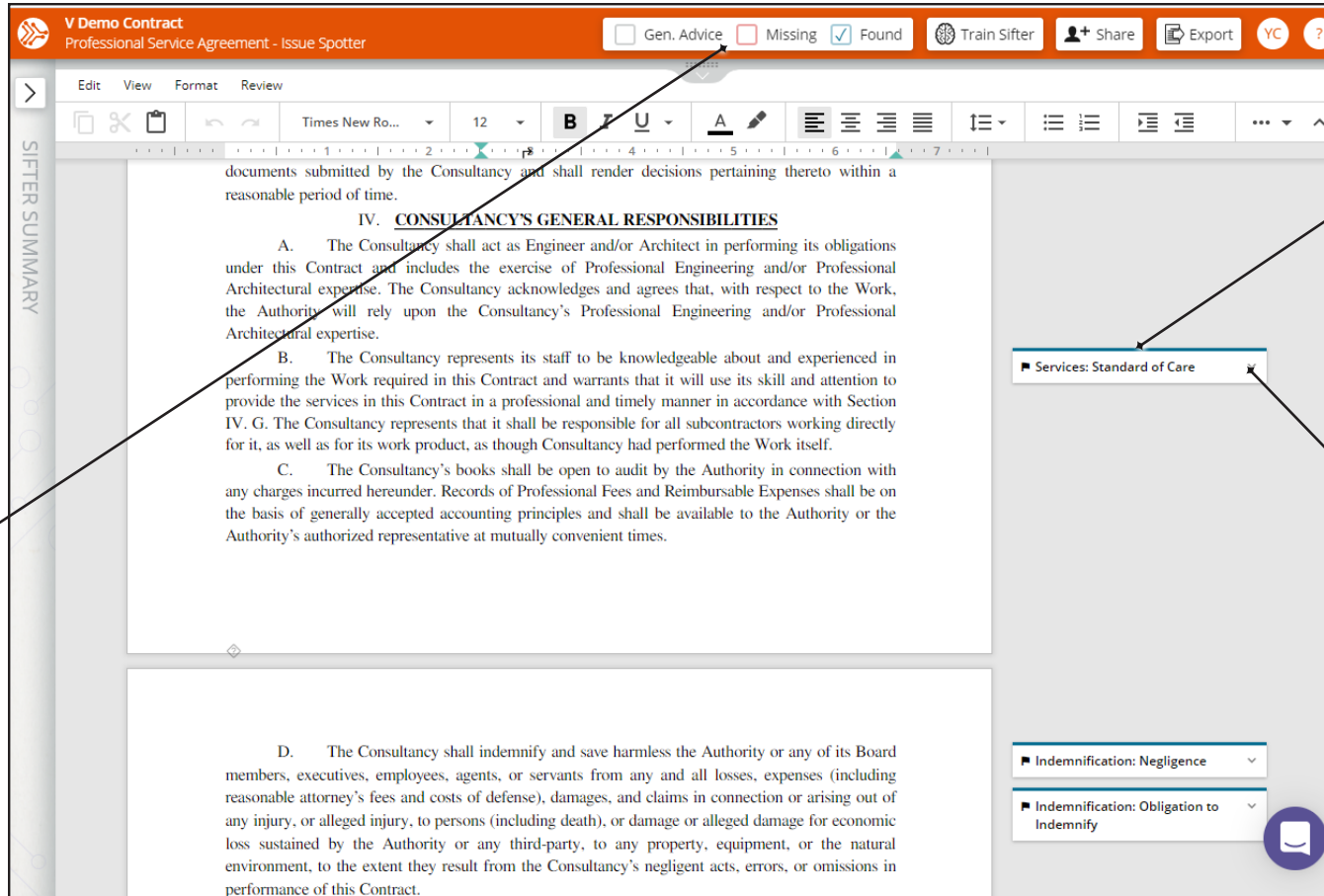
II. CONSULTANCY'S PROFESSIONAL SERVICES

The Consultancy will be expected to provide services as required under the direction of the Authority and as defined in the Consultancy's Proposal titled Proposal for Professional Engineering Services – Wharf Project, dated January 15, 2021 (Attachment 1).

Use these options to clean up the Sifted contract

Bulk dismiss or view Sifters (the concepts/issues)

This bar can be dragged up and down. "Missing" Sifters (concepts) are displayed above the bar, while "found" Sifters (concepts) are displayed below the bar



If you only want to view "found" Sifters, uncheck the other boxes

"Found" Sifters are displayed in the margin of your contract

Click to expand and view built-in Victor guidance

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

Edit View Format Review

SIFTER SUMMARY

Consulting Firm's performance of the services to be proprietary and shall be used by the Consultancy only in the performance of its duties hereunder, unless such information is available from public sources. The Consultancy shall be entitled to rely on the accuracy of information furnished by the Authority, except to the extent any inaccuracies are or should be apparent to the Consultancy either by review alone or in the context of other available information. The Consultancy shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the Authority or unless in response to legal process.

G. All work products developed under this Contract, whether complete or not, shall be the property of the Authority. In addition to the required deliverables the Consultancy shall promptly provide to the Authority, upon request, copies of all work products, whether complete or not, as the work progresses. The Consultancy shall also provide to the Authority all hardcopies and electronic files of letters, external emails, memoranda, studies, reports, drawings, analyses, calculations, and other work product upon Contract completion and/or termination.

H. The Consultancy shall exercise the same degree of care, skill, and diligence in the performance of the services that would reasonably and ordinarily be expected from a skilled and experienced Professional Engineer and/or Professional Architect applying the standards generally adopted by skilled and experienced Professional Engineers and/or Professional Architects in relation to projects of a scale and complexity equivalent to the Work. The Consultancy shall, at no cost to the Authority and upon demand, promptly re-perform services which fail to satisfy the foregoing standard of care. The Consultancy further agrees that the Work will be fit for the Authority's intended purposes, will comply with all applicable federal, state, and local laws and regulations, and will reflect that degree of skill.

I. The Consultancy shall, without additional expense to the Authority, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by the state, a municipality or county for conducting business.

Intellectual Property: Ownership and No Transfer ✓

ISSUE: Consulting agreements generally provide clients with the license to use design documents for the specific project. If you are required to transfer ownership of documents, be aware that there are varying levels of ownership. There are physical documents, but the transfer of the ownership of them does not transfer the copyright. Copyright prevents them from being reproduced or modified without the copyright owner's permission. Lastly, in the case of building designs, there is a separate copyright on the "architectural work."

CONCERN: Documents are not products, but instruments of professional service, so transfer has to address all ownership issues of the deliverables and the services that generated such deliverables. Moreover, transfer should never take place unless it is tied to the full payment of fees, otherwise leverage to secure payment from the client is lost. Also, include contractual protection from claims that might result from a future use of the deliverables.

RESPONSE: If transfer is required,

Built-in guidance from Victor

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export

Edit View Format Review

Times New Ro... 12 B I U A

SIFTER SUMMARY

D. The Consultancy shall indemnify and save harmless the Authority or any of its Board members, executives, employees, agents, or servants from any and all losses, expenses (including reasonable attorney's fees and costs of defense), damages, and claims in connection or arising out of any injury, or alleged injury, to persons (including death), or damage or alleged damage for economic loss sustained by the Authority or any third-party, to any property, equipment, or the natural environment, to the extent they result from the Consultancy's negligent acts, errors, or omissions in performance of this Contract.

E. The Consultancy shall promptly pay all indebtedness for labor, materials, tools, and equipment used in the performance of this Agreement, and for any services rendered or products supplied by any vendors or subcontractors working directly for the Consultancy in connection with the performance of this Agreement. If requested by the Authority, the Consultancy shall promptly furnish evidence satisfactory to the Authority of the full payment of such indebtedness. The Consultancy shall hold the Authority harmless from any and all losses, costs, damages, liabilities, or expenses incidental to such indebtedness.

F. The Consultancy shall consider all information provided by the Authority, including drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consulting Firm's performance of the services to be proprietary and shall be used by the Consultancy only in the performance of its duties hereunder, unless such information is available from public sources. The Consultancy shall be entitled to rely on the accuracy of information furnished by the Authority, except to the extent any inaccuracies are or should be apparent to the Consultancy either by review alone or in the context of other available information. The Consultancy shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the Authority or unless in response to legal process.

G. All work products developed under this Contract, whether complete or not, shall be the property of the Authority. In addition to the required deliverables the Consultancy shall promptly

Indemnification: Negligence

ISSUE: An indemnification provision requires one party to agree to pay for the cost of possible future damages, losses, or injuries to the other party. The professional liability policy will respond to an allegation of negligence in the performance of professional services and will indemnify a firm's client for those costs, losses, or damages to the client to the extent they are due to the firm's negligence.

CONCERN: The professional liability policy will not pay the upfront cost to defend your client for an allegation of negligence in the performance of professional services. It will only pay actual damages, which could include the costs to the client to defend itself against a third-party claim, but only after the costs are determined to be damages caused by the failure of the firm to meet the normal professional standard of care for the services performed.

RESPONSE: The interpretation and enforceability of indemnity provisions depends upon state law. There are significant differences on how jurisdictions interpret and enforce indemnity provisions. Accordingly, when drafting or reviewing indemnity provisions, consultation with legal counsel is essential. Your legal advisor might suggest the language below as an indemnification provision that tracks with professional liability insurance coverage and your state law. [Learn more from our guide.](#)

If you want to dismiss the found Sifter, click the checkbox to "resolve"

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

Edit View Format Review

Times New Ro... 12 B I U A

SIFTER SUMMARY

security precautions to protect its workers at all times during the Term of this Contract.

K. The Consultancy shall provide a list of subcontractors for the Authority's review and approval prior to engaging the subcontractor's services. The Consultancy shall not contract with a proposed person or entity to which the Authority has made reasonable and timely objections.

L. The Consultancy shall comply with the State Drug-Free Workplace Act.

M. The Consultancy shall comply with the State Illegal Immigration Reform Act.

N. All products and deliverables shall be presented to the Authority in accordance with the Authority's latest "Graphic Requirements". The current graphic standards, as of the execution date of this contract, are included as Attachment 2. Consultancy shall verify that it is working to the latest graphic standard upon starting a new project.

O. Except as provided in Section IV.P and notwithstanding anything whatsoever contained in this Agreement to the contrary, to the extent permitted by law, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing. Nothing in this Agreement shall be construed to give any person or entity other than the Authority and the Consultancy any legal or equitable right, remedy or claim under this Contract, except as may otherwise be provided for in this Contract, or as provided by law. Nothing in this Section IV.O is intended to prevent or prohibit the Parties from seeking the recovery of actual damages pursuant to applicable law.

P. The Parties recognize that time is of the essence and that the Authority will suffer financial loss if the Work is not completed by June 15, 2021 (Phase 1) and November 15, 2021 (Phase 2) ("Guaranteed Work Substantial Completion Date"). The Parties further agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages the Authority would incur if the Consultancy does not sufficiently complete the Work so that the Authority can use the Work for its intended purposes ("Work Substantial Completion") by the Guaranteed Work Substantial Completion Date. Accordingly, if the Consultancy does not achieve Work Substantial Completion by the Guaranteed Work Substantial Completion Date, the Consultancy shall pay to the Authority, as liquidated damages, One Hundred Dollars (\$100.00) per day following the Guaranteed Work Substantial Completion Date, until the date the Consultancy achieves Work Substantial Completion. The

provision. Learn more from our article, "Ownership Without Transfer of Rights to Project Deliverables," at <https://www.victorinsurance.com/School-of-risk-management/ownership-without-transfer-right/>.

SAMPLE: The standard language in AIA document B503-2017 states: "Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole

Highlight sample language in order to cut and past into the contract

Use keyboard commands "Ctrl + C" to copy and "Ctrl + V" to paste language

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

Edit View Format Review

Times New Ro... 12 B I U A

SIFTER SUMMARY

Consulting Firm's performance of the services to be proprietary and shall be used by the Consultancy only in the performance of its duties hereunder, unless such information is available from public sources. The Consultancy shall be entitled to rely on the accuracy of information furnished by the Authority, except to the extent any inaccuracies are or should be apparent to the Consultancy either by review alone or in the context of other available information. The Consultancy shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the Authority or unless in response to legal process.

G. All work products developed under this Contract, whether complete or not, shall be the property of the Authority. Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other Instruments of Service. Under no circumstances shall the transfer of ownership of the

Intellectual Property: Ownership and No Transfer

Yvonne Castillo
Added Content

Pasted sample language will appear in a different color

Note that the author will be color coded to match the pasted language. Any comments and changes made by this author will be color coded too

Click here to expand and view Sifters in alphabetical order. If you click on one of the concepts, you will be taken to where it was found within the contract

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

SIFTER SUMMARY

- General Advice
- Missing
- Found
 - Arbitration
 - Consequential Damages or Loss
 - Dispute Resolution
 - Governing Law
 - Indemnification: Negligence
 - Indemnification: Obligation to Indemnify
 - Indemnification: Obligation to Indemnify
 - Insurance: Additional Insured, References To
 - Intellectual Property: Ownership and No Transfer
 - Liquidated Damages

the Authority's latest "Graphic Requirements". The current graphic standards, as of the execution date of this contract, are included as Attachment 2. Consultancy shall verify that it is working to the latest graphic standard upon starting a new project.

O. Except as provided in Section IV.P and notwithstanding anything whatsoever contained in this Agreement to the contrary, to the extent permitted by law, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing. Nothing in this Agreement shall be construed to give any person or entity other than the Authority and the Consultancy any legal or equitable right, remedy or claim under this Contract, except as may otherwise be provided for in this Contract, or as provided by law. Nothing in this Section IV.O is intended to prevent or prohibit the Parties from seeking the recovery of actual damages pursuant to applicable law.

P. The Parties recognize that time is of the essence and that the Authority will suffer financial loss if the Work is not completed by June 15, 2021 (Phase 1) and November 15, 2021 (Phase 2) ("Guaranteed Work Substantial Completion Date"). The Parties further agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages the Authority would incur if the Consultancy does not sufficiently complete the Work so that the Authority can use the Work for its intended purposes ("Work Substantial Completion") by the Guaranteed Work Substantial Completion Date. Accordingly, if the Consultancy does not achieve Work Substantial Completion by the Guaranteed Work Substantial Completion Date, the Consultancy shall pay to the Authority, as liquidated damages, One Hundred Dollars (\$100.00) per day following the Guaranteed Work Substantial Completion Date until the date the Consultancy achieves Work Substantial Completion. The Consultancy agrees that the liquidated damages specified in this Section IV.P are reasonable in amount and are not disproportionate to the Authority's actual anticipated damages, including the Authority's inconvenience, lost opportunities, loss of use, and loss of profit, in the event the Consultancy fails to achieve Work Substantial Completion by the Guaranteed Work Substantial Completion Date. The liquidated damages provided in this Section IV.P are intended to compensate the Authority for damages suffered by the Authority as a result of the Consultancy's failure to achieve

shall indemnify a and the Owner's employees harm damages, losses from claims by th reasonable attor expenses recove law, but only to t caused by the ne omissions of the employees and it performance of r under this Agree obligation to indr Owner and the C employees harm duty to defend. T indemnify the Ov 8.1.3 shall be lim proceeds of the i required by this /

Reply...

- Indemnit Indemnit
- Indemnit Indemnit
- Intellectu and No T

Start by entering the person's name and the system will auto-populate

Click "submit" to share the Sifted contract with your edits/comments. Recipients will be emailed with a link to access the document

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

SIFTER SUMMARY

General Advice

Missing

Found

Arbitration

Consequential Damages or Loss

Dispute Resolution

Governing Law

Indemnification: Negligence

Indemnification: Obligation to Indemnify

Indemnification: Obligation to Indemnify

Insurance: Additional Insured, References To

Intellectual Property: Ownership and No Transfer

Liquidated Damages

Liquidated Damages

Share Document

Add user by name or email

Name ^	Email	Permissions
Yvonne Castillo	yvonne.castillo+1@victorinsuran...	Editor (Owner)

Cancel Submit

the Authority's latest "Graphic Requirements". The current graphic standards, as of the execution date of this contract, are included as Attachment 2. Consultancy shall verify that it is working to the latest graphic standard upon starting a new project.

O. Except as provided in Section IV.P and notwithstanding anything whatsoever contained in this Agreement to the contrary, to the extent permitted by law, the Parties expressly

shall indemnify a and the Owner's employees harm damages, losses from claims by the reasonable attorney expenses recover law, but only to the caused by the ne omissions of the employees and it performance of f under this Agree obligation to ind Owner and the C employees harm duty to defend. T indemnify the Ov 8.1.3 shall be lim proceeds of the i required by this

will suffer 5, 2021 it could scts and consultancy intended on Date.

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The "Share" feature allows you to collaborate on contract reviews with others in your organization

You can share and provide others with the authority to apply further edits

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice
 Missing
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 Train Sifter
 Share
 Export
 YC
 ?

SIFTER SUMMARY <

General Advice
 Missing
 Found

MISSING: Negotiating Disputes

General Advice ✓

Negotiating Disputes ✓

ISSUE: The most effective method of resolving disputes between design firms and project clients is through direct negotiations. Using a standard "meet and confer" provision in a contract commits the leadership of both parties to discuss the issues before further action is taken.

CONCERN: With professional liability disputes, costs, losses, or damages can grow quickly, and your reputation is at stake. Resolution discussions should be initiated as soon as possible.

Edit View Format Review

Times New Ro... 15 B I U A

STATE OF DEMO)
) CONTRACT FOR PROFESSIONAL SERVICES
 COUNTY OF ANYWHERE)

THIS CONTRACT IS SUBJECT TO ARBITRATION

This **CONTRACT** entered into this 21st day of January, 2021, between the State, an instrumentality of the State of Demo, (hereinafter "Authority") the address of which is 123 Main Street, Anywhere, USA 12345, and *Consultant*, the address of which is 555 Commerce Road, Anywhere, USA 56789 (hereinafter "Consultancy").

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth it is agreed by and between the Parties hereto as follows:

I. PROJECT DESCRIPTION

The Authority requires the professional services of a Consultancy to provide Construction Document Development and Construction Support for the Wharf Project. This contract is not intended to be an exclusive contract. The Authority may engage other consultancies as may be necessary and appropriate.

II. CONSULTANCY'S PROFESSIONAL SERVICES

The Consultancy will be expected to provide services as required under the direction of the Authority and as defined in the Consultancy's Proposal titled Proposal for Professional Engineering Services - Wharf Project, dated January 15, 2021 (Attachment 1).

If you want to export the Sifted and edited contract, click "export" to save and store the document on your PC

Clicking "Shared with me" displays a list of contracts that were shared with you to review

VICTOR HOME DOCUMENTS VICTOR

SIFT DOCUMENT ?

OPEN SHARE TRASH EXPORT PLAIN 1 document selected

<input checked="" type="checkbox"/>	File Name	Document Type	Sifted	Shared?	Actions
<input checked="" type="checkbox"/>	V Demo Contract	Professional Service Agreement - Issue Spotter	Today at 3:54pm EST		OPEN

About LegalSifter Sifter Library Privacy Policy Logged in under Victor Insurance Demo Copyright © 2021 LegalSifter, Inc. All rights reserved.

When you click this checkbox, the toolbar above provides options for managing your documents including deleting contracts

You can create folders and organize Sifted contracts by client etc.

The screenshot shows the VICTOR web application interface. At the top, there are navigation links for 'HOME' and 'DOCUMENTS'. The main heading is 'My Documents'. On the left, there is a sidebar with a 'SIFT DOCUMENT' button and a 'Folders' section containing 'My Documents', 'Shared with me', and 'Trash'. A '+' icon is next to the 'Folders' section. The main content area displays a table of documents with columns for 'File Name', 'Document Type', 'Sifted', 'Shared?', and 'Actions'. Two documents are listed, both titled 'V Demo Contract' and of type 'Professional Service Agreement - Issue Spotter'. A 'New Folder' dialog box is open in the center, featuring a text input field and 'Cancel' and 'Go' buttons. The footer contains links for 'About LegalSifter', 'Sifter Library', and 'Privacy Policy', along with social media icons and copyright information.

<input type="checkbox"/> File Name	Document Type	Sifted	Shared?	Actions
<input type="checkbox"/> V Demo Contract	Professional Service Agreement - Issue Spotter	Today at 12:26pm EST		OPEN
<input type="checkbox"/> V Demo Contract	Professional Service Agreement - Issue Spotter	Today at 9:44am EST		OPEN

When you create a folder, this pop-up box will appear enabling you to create a title

The screenshot displays the Victor Sifter web application interface. At the top, there is a navigation bar with 'HOME' and 'DOCUMENTS' tabs, and a user profile icon 'YC' next to a question mark icon. The main content area is titled 'My Documents' and contains a table with columns for 'File Name', 'Document Type', and 'Sifted'. A dropdown menu is open from the question mark icon, providing contact information for 'LegalSifter' and 'Victor for General Sifter Support'. A sidebar on the left shows 'Folders' including 'My Documents', 'Shared with me', and 'Trash'. A footer contains login information, social media icons, and copyright details.

File Name	Document Type	Sifted
V Demo Contract	Professional Service Agreement - Issue Spotter	Today at 12:2

Help Center Contact Information:

- Contact LegalSifter for software support and issues
 - 1 (724) 221-7438
 - help@legalsifter.com
- Contact Victor for General Sifter Support
 - siftersupport@victorinsurance.com

Technical Support

Click "?" for Help Center

Substantive Assistance

FREQUENTLY ASKED QUESTIONS

1. How do I access Victor Contract Sifter?

Visit Victor Risk Advisory at www.victorinsurance.com/risk-advisory and log in. If you do not have an account yet, select "Register" to create an account.

2. I cannot login to my account

- A. The password being entered is incorrect. If you cannot remember your password, click "Forgot Password" and an email will be sent to you so you can reset your password.
- B. Accounts will be locked after five failed login attempts. This is a security precaution.
- C. If you have not yet logged in to Victor Contract Sifter, your "getting started" email link may have expired. The email link expires after 14 days.

3. My link did not work?

The link included in our initial "getting started" email from Legal Sifter will expire after 14 days. To receive a new "getting started" email, please email help@legalsifter.com.

4. Which internet browsers are compatible with Victor Contract Sifter?

Google Chrome, Microsoft Edge, Firefox, Safari and Opera.

5. Why will my document not sift?

To troubleshoot the issue, please email help@legalsifter.com.

6. Which types of formatted documents will Victor Contract Sifter review?

You can Sift doc, docx, pdf, wordperfect and scanned documents (assuming the scanned version is readable).



7. How many issues/concepts are flagged by Victor Contract Sifter?

There are 27 flagged issues/concepts:

- › Arbitration
- › Consequential damages or loss
- › Dispute resolution
- › Governing law
- › Indemnification: defending claims
- › Indemnification: infringing the intellectual property of others
- › Indemnification: negligence
- › Indemnification: obligation to indemnify
- › Insurance: additional insured, references to
- › Insurance: cyber, references to
- › Insurance: professional liability, errors and omissions, references to
- › Intellectual property: ownership and no transfer
- › Jurisdiction: establishing jurisdiction
- › Legal fees: dispute
- › Limitation of liability: cap on liability
- › Liquidated damages
- › Mediation
- › Negotiating disputes
- › Ownership of deliverables
- › Safety: responsibility for safety program
- › Services: standard of care
- › Supplier code of conduct (esg)
- › Time is of the essence
- › Waiver of jury trial
- › Warranty: fitness for a particular purpose
- › Warranty: merchantability
- › Work made for hire

8. Before I export a Sifted document to a client, should I delete the issues flagged by Victor Contract Sifter?

This decision is up to you. If you want to share the issues and guidance that were flagged with a client, you can retain them, but the purpose of the guidance is to provide you with actionable ways to negotiate contracts and is intended for your own use. If you want to delete the machine-flagged issues, you can “bulk dismiss” before you export by clicking or unchecking the “Found” issues checkbox in the tool bar at the top of your screen. This will bulk dismiss all “Found” issues.

9. Why am I designated as the “author” of the machine-flagged issues?

If you are logged into the system and have Sifted a contract, you are considered the author because you have control over which issues are kept or dismissed.

10. Will Victor have access to the contracts being Sifted? How is Victor maintaining confidentiality?

As administrators of the program, Victor can monitor which users are running Sifts and the names of the contracts being Sifted, but will not have access to the contracts themselves.

11. How does this service compare to human reviews?

Victor Contract Sifter is not a substitute for human review of a contract. Instead, it provides the user with an automated do-it-yourself issue review and provides actionable guidance on those issues in the context of the contract so that you can understand better the associated risks and make informed changes and redlines. The Sifted document can be exported as a Microsoft Word file or can be shared with other Victor Contract Sifter users in your firm to optimize collaboration among multiple reviewers.

12. How accurate is Contract Sifter?

It performs well when Sifting professional services agreements with clients. This tool is optimized for professional services agreements in the prime position contract structure. If you are using this tool to Sift a prime-subconsultant professional services agreement, be aware that you may also be agreeing to uninsurable and unmanageable risks in the prime agreement that flow down directly to you so you may want to consider Sifting those professional agreements as well. Note, this tool is optimized for a traditional Design-Bid-Build contractual structure. It could work for Design-Build (DB) contracts when the user is a subconsultant to a DB contract, but it's important to note that DB has its own unique practice management issues and the Sift isn't optimized for all of those issues.

13. What types of AI are used in the Victor Contract Sifter tool?

There are two types: machine learning and natural language processing.

14. Do Sifters make mistakes?

Sifters are trained to read text and look for a specific concept. They learn from experience and improve over time. The Sifters do their job extremely well, but they may still make mistakes from time to time. If you see what looks like a Sifter error, you can report it to us using the Sifter Trainer. Please refer to this help article for instructions on where to find/how to use the Sifter Trainer. After a Sifter error is reported to the Sifter Trainer, our software partner will retrain the Sifter in 5 to 10 business days to ensure the Sifter never makes the same mistake again.

15. Where is my data stored and is it secure?

Your data is secure. Our software partner, LegalSifter, currently hosts Victor Contract Sifter (and LegalSifter's other applications) at Amazon Web Services (AWS) Northern Virginia. AWS data centers are state-of-the-art, housed in non-descript facilities, but controlled physically with the strictest of processes. LegalSifter also encrypts data at rest and deploys its solutions (including Victor Contract Sifter) as

software-as-a-service with multi-tenancy. Unique login keys are used to ensure that users are only able to access data that is available for and associated with their account. To learn more about what LegalSifter does to keep your data safe, please visit LegalSifter's Cloud Security Page.

16. What is a Sifter?

Sifters are artificial intelligence (AI) algorithms that are trained to read text and look for a specific concept. They learn from experience and improve over time. LegalSifter's Sifters use two types of artificial intelligence to solve this problem: machine learning (ML) and natural language processing (NLP). NLP teaches computers to interpret human language as written, regardless of style. LegalSifter's Sifters use NLP to convert text into meaning. LegalSifter trains their Sifters with machine learning to identify a specific concept, like a consequential damages waiver. Their lawyers find hundreds or thousands of examples of a specific concept. Their Data Science team uses machine learning to find the intangible thread that binds the writing of lots of lawyers, all with their own grammatical flair. As more of their clients use the Sifters, they improve.



17. How are Sifters built?

It is a 9-step process involving 2 to 3 attorneys and 1 to 2 Data Scientists. It takes the LegalSifter team between 3-5 weeks to build a Sifter. The attorneys review thousands of sentences or phrases that may or may not address the concept covered (usually from 500+ private and public contracts from around the world). When the attorneys have sufficient data, they pass the data over to their data scientists, who then build the machine learning algorithm that uses natural language processing — the Sifter. When their data scientists believe they have hit the quality thresholds established by the LegalSifter team, the Sifter goes through final testing and then is launched into production.

18. How do I redline a Sifted contract using sample industry language?

If you want to edit a Sifted contract using either the built-in Victor guidance or your own preferred contract language, you can cut and paste language into the Sifted contract. Use keyboard command “Ctrl + C” to copy the language you want inserted and keyboard command “Ctrl + V” to paste the language into the specific location within your document. You can also delete language in a Sifted contract by highlighting the language you want to remove and using keyboard command “Delete.”

19. Does Victor Contract Sifter use my contracts for Research & Development (R&D) purposes?

LegalSifter asks permission from their clients to use data from their contracts for R&D purposes, including building out additional Sifters and improving existing Sifters. More than 75% of clients opt-in.

About Victor

Victor Insurance Managers LLC is the world's largest managing general underwriter with locations in the US, Canada, UK, Netherlands, Germany, Italy, and Australia. It handles more than \$2.5 billion USD in premium on behalf of numerous insurance carriers, through a large network of more than 25,000 active insurance agents and brokers. With deep, specialized underwriting expertise, the company provides a wide range of insurance coverage – from specialty property and casualty and professional liability insurance to group and retiree benefits. Victor is committed to building on 60-plus years of experience to develop products that address risk in new and evolving areas. For more information, visit victorinsurance.com.

For general help on your sifted documents, please email: siftersupport@victorinsurance.com

For login and password queries, please email: siftersupport@victorinsurance.com

For technical support, please contact: 727-221-SIFT (7438) or help@legalsifter.com

Visit us at victorinsurance.com/risk-advisory to learn more.

This document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the program described. Please remember only the insurance policy can give actual terms, coverage, amounts, conditions and exclusions. Program availability and coverage are subject to individual underwriting criteria.

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