

DRAFTING INTERNATIONAL CONTRACTS: 10 TIPS

While the use of preprinted or standard contract forms -downloaded in websites such as [Global Negotiator](#)- is certainly an effective means of doing international business, you must at the same time be cautious of the drawbacks and protect yourself from the chance that your contract provisions might be unenforceable in the event that a dispute arises.

We offer 10 tips that you have to take into account when drafting international contracts using standard models or templates:

Improve drafting of your international contracts

Look for vague standards, such as “reasonable”, “material”, or “substantial”. Try to restate these standards more definitively or eliminate them entirely by designating the time that you consider reasonable; identifying the clauses, rights, or obligations that you believe are material; or specifying the amount that you consider substantial.

Avoid meaning "between the lines"

Read the literal meaning of the clause without reading “between the lines” or making any assumptions as to intent. Make sure what it says is what you really mean it to say.

Simplify complex versions

Simplify complex provisions by breaking up long sentences, eliminating unnecessary chains of words, and reducing strings of nouns and verbs.

Use plain English

Write in “plain English”. If you cannot understand your own contract, try to use less legal jargon and fewer bombastic terms.

Attention to the term of the contract

Watch out for missing time limits. If no time for performance is provided, a reasonable time is usually implied, and “reasonable” is one of those vague standards.

Use proper Grammar

Use proper grammar. Be certain your clauses relate correctly, your punctuation defines your meaning, your “I” s are dotted and your “t” s are crossed.

Search and remove ambiguities

Search for ambiguities by creating scenarios. Pretend you are your worst enemy. How would you avoid your own contract?

Avoid colloquialisms

Avoid colloquialisms that will have little or no meaning to a party from another country. Say what you mean in straightforward terms.

Do not try to include everything

Do not try to be all-inclusive. You will never include it all in a strict listing, Flexible terms will in fact be more inclusive than lists of terms that try to be all-inclusive but end up being exclusive.

Eliminate words or phrases with multiple meanings

Look out for words that have several meanings. Try to restate them, or at least to define them. Does “shipped” mean “left the seller’s warehouse on the seller’s truck” or “transferred to the carrier at the pier”?



To obtain international contracts models and templates, [click here](#).

CONTRACTS FOR THE INTERNATIONAL COMPANY

INTERNATIONAL CONTRACTS (ENGLISH, SPANISH, FRENCH & GERMAN)

- International Sale Contract
- International Distribution Contract
- International Commercial Agency Contract
- International Sales Representative Agreement
- Intermediary Contract for Trade Operations
- International Joint Venture Contract
- International Franchise Contract
- International Services Agreement
- International Consulting Agreement
- International License Contract
- International Supply Contract
- International Manufacturing Contract
- Expatriate Contract of Employment
- Pack 5 International Contracts English (Basic)
- Pack 12 International Contracts English (Premium)

COMMERCIAL CONTRACTS (ENGLISH, SPANISH, FRENCH & GERMAN)

- Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Commission Contract
- Joint Venture Contract
- Services Contract
- Consulting Contract
- Technology Transfer Agreement
- Franchise Contract
- Supply Contract
- Manufacturing Contract
- Confidentiality Agreement
- Pack 5 Commercial Contract English (Basic)
- Pack 12 Commercial Contracts English (Premium)

CHINA CONTRACTS (ENGLISH-CHINESE DUAL VERSION)

- Distribution Contract China
- Agency Contract China
- Commission Contract China
- Supply Contract China
- OEM Manufacturing Contract China
- Confidentiality Contract China
- Memorandum of Understanding for Distribution Contract China
- Memorandum of Understanding for Joint Venture China

CONTRACTUAL LETTERS

- Letter Enclosing Contract for Signature
- Letter Proposing Amendments to Contract
- Letter Proposing Variation of Contract
- Letter Terminating Contract on Breach
- Letter Terminating Contract on Notice
- Letter Terminating Contract on Breach
- Pack 5 Contractual Letters

LETTERS OF INTENTS

- Letter of Intent for International Sale
- Letter of Intent for International Distribution
- Letter of Intent for International Joint Venture
- Pack 3 Letters of Intent