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innovation juridique par le design



INITIATION AU LEGAL DESIGN
INNOVATION & CRÉATION DE VALEUR
PAR LE CENTRAGE UTILISATEURS DU DROIT
25.03.2021



BIENVENUE!



Marie Potel-Saville

Freshfields
Bruckhaus
Deringer

ALLEN & OVERY

CREEL
GARCÍA-CUÉLLAR
AIZA Y ENRÍQUEZ

CHANEL

ESTÉE
LAUDER
COMPANIES

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LES OBJECTIFS

S'initier au Legal Design comme méthodologie d'innovation et de création de valeur pour la Direction Juridique.

DECOUVRIR

Dépasser le côté « buzzword » et les apriori. Histoire, fondements juridiques, valeur ajoutée

ANALYSER

Comprendre la méthodologie au travers de cas d'études concrets dans des directions juridiques à travers le monde

EXPERIMENTER

Apprendre par le faire en réalisant des profils et des parcours utilisateurs pour développer son empathie.

LE COEUR DU SUJET

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A quoi sert le droit ?



Ce qui sert aux hommes à vivre en société

Weber, Durkheim...

Le droit est une matière plastique, car sociétale

Quelques exemples de formes données aux contrats à travers les siècles



Dharma

Usage hindou autorisé par les anciens codes de Manou et de Brihaspati, par lequel le créancier qui veut recevoir sa prestation d'un débiteur récalcitrant vient s'asseoir sur le seuil de la maison de ce dernier et y jeûne jusqu'à ce qu'il ait recouvré sa créance, même jusqu'à la mort.

Durkheim interprète le dharma comme une anticipation magique et pré-juridique du droit restitutif. Une forme de sort jeté au débiteur récalcitrant, en lieu et place des voies d'exécution modernes.

-753

Stipulation romaine

La stipulation sert à rendre obligatoires les conventions les plus diverses par un cérémonial verbal composé d'une interrogation verbale du créancier (spondeasne? ou promittasne?) et d'une réponse conforme du débiteur (spondeo ou promitto). Il s'agit d'un formalisme juridique qui apporte aux contrats, si les formules consacrées sont énoncées correctement, la garantie de sanctions juridiques.

Pour Durkheim, dans la stipulation romaine, c'est la sacralité de la formule énoncée qui rend les volontés contractantes irrévocables et sanctionnables si elles se dédisent, en invoquant la puissance divine comme partie prenante du contrat, donc garante de son respect. Selon lui, l'irrévocabilité de la volonté des cocontractants passe par leur déclaration. En d'autres termes, la forme crée la fonction.

0



257

Un parchemin de 1346

Le contrat de la Ville de Rouffach, avec Jean BEHEM, maître d'œuvre de l'église Notre Dame
<https://obermundat.org/topographie/1346-un-parchemin-de-1346-le-contrat-de-la-ville-de-rouffach-avec-jean-behen-maitre-d-oeuvre-de-l-eglise-notre-dame>

1346



Blood covenant

«pacte de sang», observés par les ethnologues lors des cérémonies d'adoption ou d'alliance entre groupes dans les sociétés claniques. L'adoptant et l'adopté pratiquent chacun une piqûre ou une incision et sucent le sang de l'autre.

Durkheim considère que le blood covenant constitue une première émergence de relation contractuelle, au-delà du statut personnel et visant à modifier ce statut.



Papyrus portant une liste de paiements

une commande de maïs sur le recto et un contrat sur le verso. Époque gréco-romaine, 257 – 259 apr. J.-C.



Juro

Plateforme d'automatisation de contrats

2019

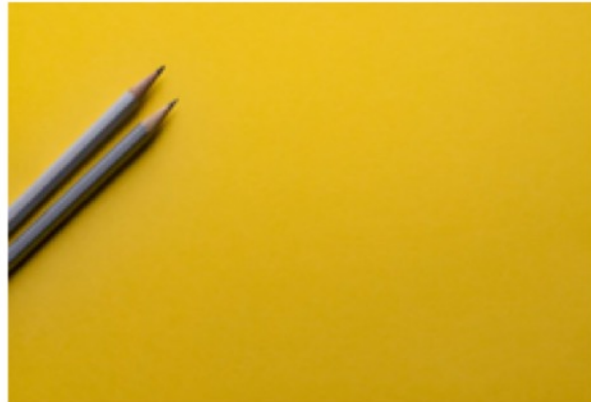
Clé:l'usage

**MAIS...QU'EST CE QUE LE DESIGN A
A VOIR AVEC TOUT CA?**

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21

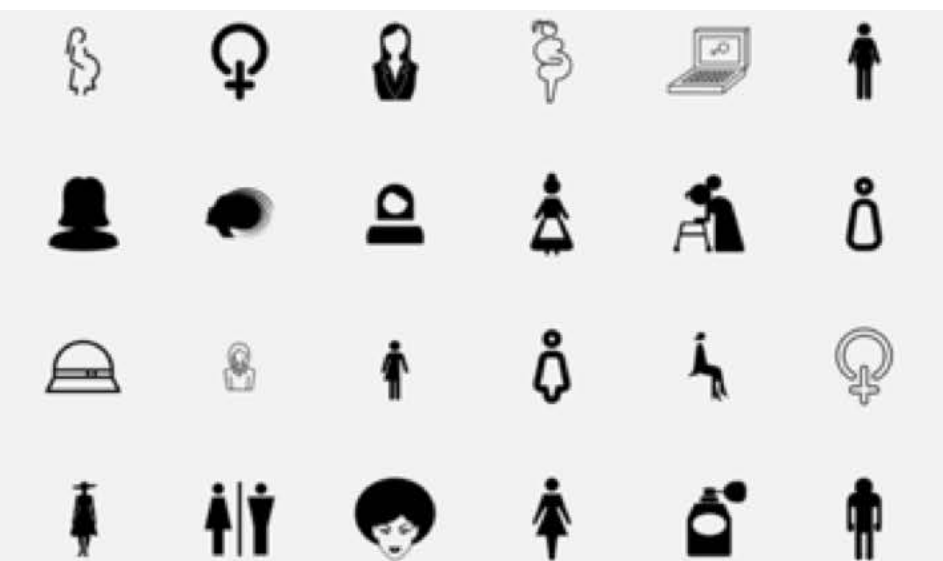


Design ?



22

Design ?





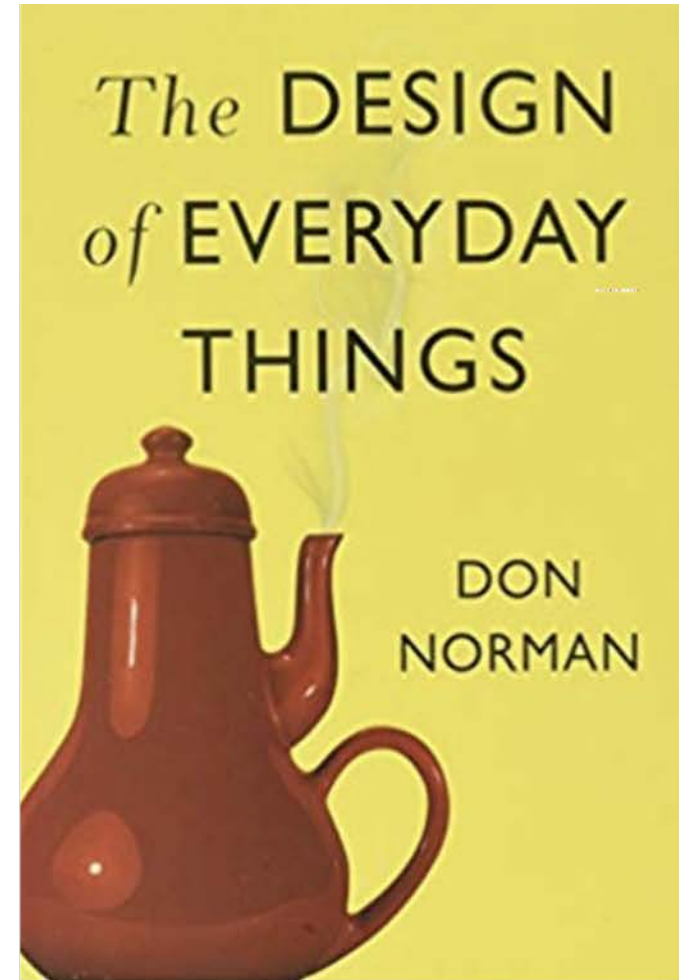
IL Y A AUTANT DE PRATIQUE DU DESIGN QUE DE
DESIGNERS

ET DONC QUE DE DÉFINITIONS DU DESIGN !

Design: L'obsession de l'usage

Don Norman

Design centré sur l'utilisateur



Principe de l'Affordance

La forme des objets
suggère leur usage



SI VOUS NE DEVIEZ RETENIR QU'UNE CHOSE

LE DESIGN EST UNE (DES) METHODES
DE CONCEPTION CENTREE SUR L'USAGE

HISTOIRE DU LEGAL DESIGN

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**Redonner au droit
son utilisabilité**





VENDOR POWER!

ভেভরের ক্ষমতা! 街販力量! قوّة البّيعّين! ¡Sí Se Puede!

A GUIDE TO STREET VENDING IN NEW YORK CITY

There are more than 10,000 street vendors in New York City, and they play an iconic role in urban life. What could be more New York than a hot dog in Times Square or DVDs on Canal Street? Selling things from a table or cart might seem simple, but in New York it's hard — long hours for low pay in a confusing system of regulations. This is a guide to the complicated, and sometimes unfair, rules that govern street vending in New York City.

MAKING
POLICY
PUBLIC

KNOW YOUR RIGHTS

আপনার অধিকার জানুন: Know Your Rights



Street vendors in New York City have the right to sell their goods and services on the streets. They also have the right to be treated fairly by the police and other city officials. If you are a street vendor, you should know your rights and how to protect them.



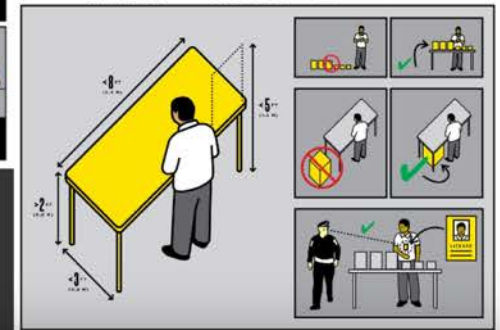
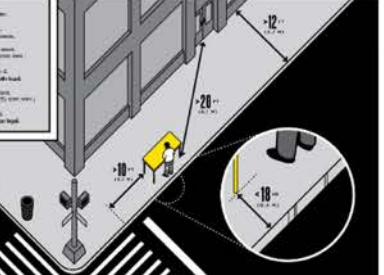
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KNOW THE LAW

আপনার অধিকার জানুন: Know the Law

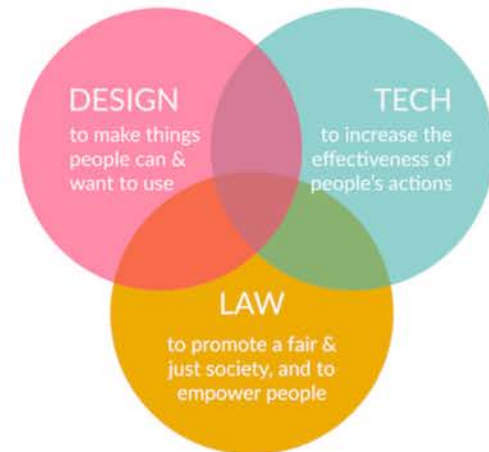


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We use human-centered design, agile technology development, and empirical research methods to create meaningful new interventions in the justice system.

Our goal is to make a better legal system, that people can use to protect their rights, resolve their problems, and improve their communities.





Legal Help FAQ on Eviction & Rent Protections during the COVID-19 emergency

Search for your local legal information on residential renters' issues during the COVID-19 pandemic.

This site is a non-profit effort led by a team at Stanford Legal Design Lab and supported by The Pew Charitable Trusts.

This site provides legal information, but does not provide legal advice. Please check with your local court and legal aid groups for up-to-date, authoritative information. Please review this site's [Terms of Use](#) carefully before using the Legal Help FAQs platform.

Search



A photograph of a man with glasses and a beard, wearing a dark shirt, standing behind a podium on a stage. Behind him is a large projection screen displaying the title 'The Path of Legal Design' in white text on a dark background. The stage is decorated with blue and purple lighting, and white curtains are visible in the background.

The Path of Legal Design

2019
Helsinki
Legal Design Summit
Dan Jackson - NuLaw Lab



2020

Started 9 legal design sprints with a panel of agencies around the globe to entirely revamp their customer-facing contracts



DAJLOZ

Practical Law

AIRBUS

SNCF MOBILITÉS



CGI



Moët Hennessy



somfy.



SERPENTINE
GALLERIES



SHISEIDO

Google



FONDEMENTS JURIDIQUES DU LEGAL DESIGN

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**Nice to have
Ou Must have?**

L'inapplication du droit

Son caractère inintelligible ou inaccessible créent des risques juridiques majeurs

COMPLIANCE

DONNEES
PERSONNELLES

ASSURANCE

TELECOM

SECTEUR BANCAIRE

CONTRATS

CONSOMMATION...

Lame de fond

Accessibilité et Intelligibilité du droit

IPID (Insurance Product
Information Document)

Directive on Consumer
Credit

ART. 12 RGPDF

REGLEMENT 2019/1150
Services
d'intermédiation en ligne

DROIT DE LA
CONSOMMATION

Directive 93/13
Art. L.212-1 Code Conso

DROIT DE LA SANTE...

Droit inintelligible: Menace pour l'économie de marché

OECD *publishing*

IMPROVING ONLINE DISCLOSURES WITH BEHAVIOURAL INSIGHTS

OECD DIGITAL ECONOMY
PAPERS

April 2018 No. 269



ZOOM

LE DESIGN DE LA PRIVACY

Art. 12 RGPD

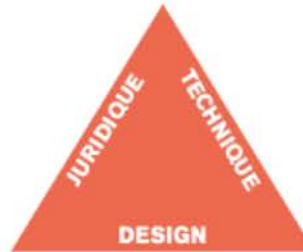
« Les informations doivent être fournies d'une façon concise, transparente, compréhensible et aisément accessible, en des termes clairs et simples. »

Les informations doivent offrir une bonne vue d'ensemble, facilement visible, compréhensible et clairement lisible. »

LA POSITION DU RÉGULATEUR

Cahiers d'innovation de la CNIL, 2019

Triangle de la régulation :
Droit, Tech, Design



LE DESIGN DE LA PRIVACY

Sortir de l'approche « cocher la case »

Google : 50 M. Pour manque d'accessibilité (2019)

Google : 100 M. Pour défaut d'information (2020)

Amazon: 35 M. Pour description trop approximative (2020)

The logo of the CNIL (Commission Nationale de l'Informatique et des Libertés) is displayed in blue capital letters, followed by a small red square.

Tendance de fond

Législateurs

Régulateurs

Consommateurs

+ accentuée par digitalisation « Covid »

VALEUR AJOUTEE

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UN OUTIL BUSINESS

Quel est l'impact lorsque l'on applique le design au droit ?



« Notre processus contractuel a créé une certaine fierté qui a lancé une dynamique de transformation et de digitalisation par le Legal Design au sein de Renault.

Nous avons gagné 2,5h par juriste par semaine. »

« Je suis un Chef de Projet, je travaille sur l'Europe, mes clients sont des entreprises du secteur privé. Voici mon processus contractuel en un coup d'œil. »



Quel est l'impact lorsque l'on applique le design au droit ?




*« La vraie efficacité d'une transformation digitale – c'est **l'adoption**.*

*Et l'ultime étape de cette transformation c'est **l'engagement**, qui repose aussi sur l'émotion générée et la satisfaction.*

C'est précisément ce que nous avons réalisé dans ce projet.».


CRÉER DES OUTILS JURIDIQUES EFFICACES

Quelle valeur?




2.5h gagnées
par juriste
par semaine

Processus contractuel
Renault



Temps de
production
divisé par 2

Accord de
confidentialité
Servier



+60%
compréhension

Conformité
CCI Belgique

APPLIQUÉ AU SECTEUR PUBLIC

Une application pour aider les victimes de cyberviolence à connaître et à exercer leurs droits



© "amurabi"

Accès à la justice pour les femmes - « Mes droits cartes en main »



Accessibilité et langage clair pour servicepublic.fr DILA

LA NAVIGATION

Difficulté identifiée?

Manque de navigation répétitive, utilisation d'interfaces assez différentes pour des usages et effets similaires



Effets pour les utilisateurs?

Sentiment de complexité, manque d'aisance dans la navigation

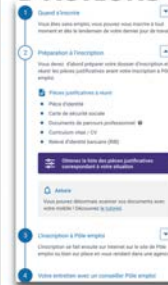
Solution préconisée?

Aider l'utilisateur à se repérer dans l'interface par la répétition de designs interactifs similaires

Ex: harmoniser le menu accordéon avec l'interface de personnalisation

Criticité:
indispensable

INCITER ET DONNER DES MOYENS D' ACTIONS



Toujours lier l'information et l'action à faire sur la base de cette information.

Ex: « documents de parcours professionnel » à expliquer, avec un exemple concret et préciser comment les obtenir.

Appuyer sur l'effet d'endogroupe pour inciter l'usager à l'action



Lier l'action avec un bénéfice concret pour l'usager

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02

MEMORISATION

L'encodage de l'information suppose l'excitation et l'attention

La perception d'un stimulus permet au cerveau de retenir l'information

(Cowan, 1997)

Stress

Activation des filtres affectifs du cerveau

Limite du flux d'information vers les réseaux cognitifs

Fin du processus d'apprentissage

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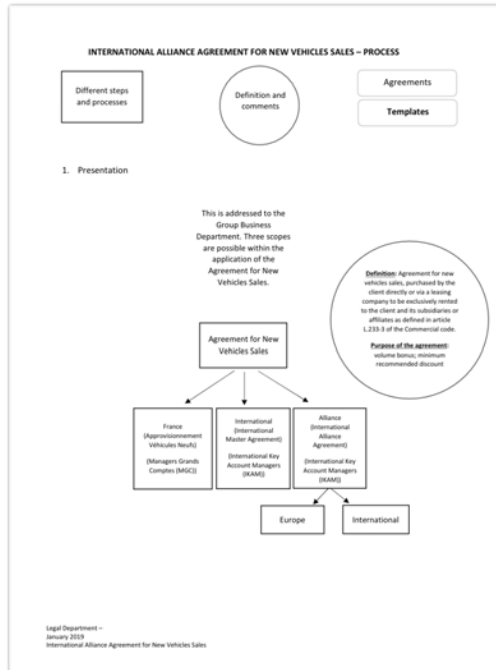
Conception du rapport du Legal Lab de la Serpentine (en cours)



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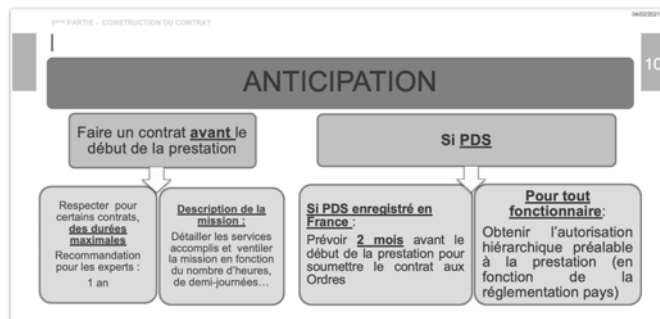
APPLIQUÉ AUX PROCESSUS CONTRACTUELS

PROCESSUS CONTRACTUEL



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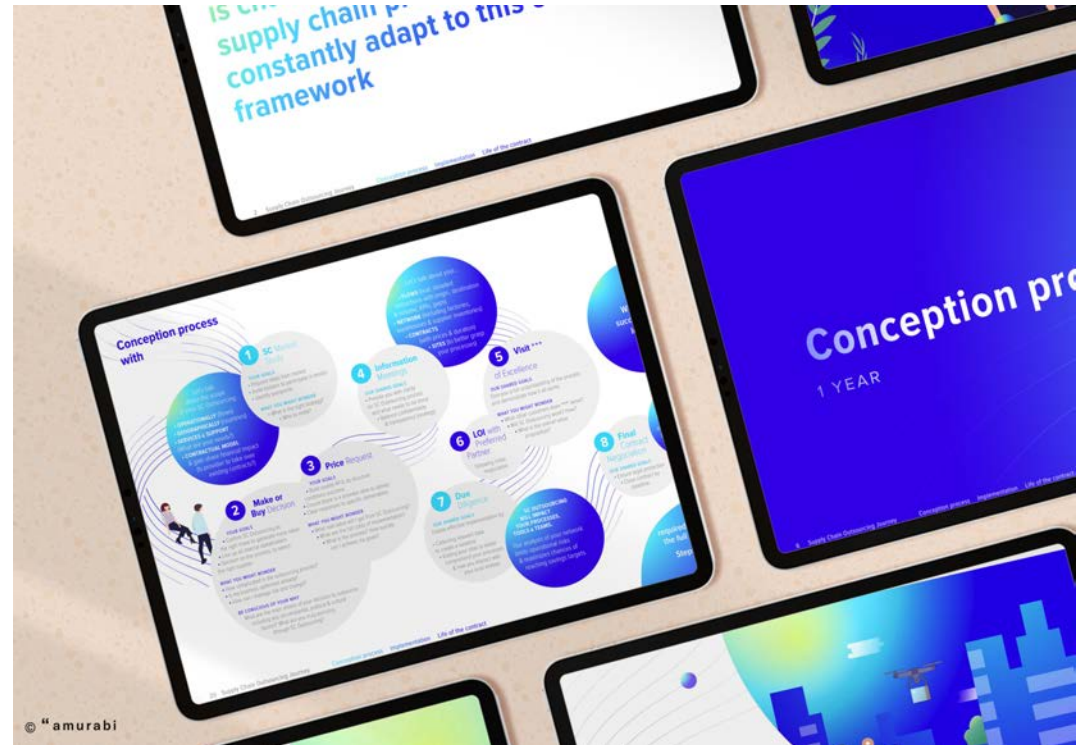
PROCESSUS CONTRACTUEL



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PROCESSUS CONTRACTUEL

TUPE transfer guidance	
*timelines are indicative only, actual depend on commercial objectives, number of employees affected and extend and number of measures	
**legal requirement	
TUPE transfer guidance	
Outgoing employer	Incoming employer
Stage 1 Before committing Timescale: any time up to 6-8 weeks* before potential transfer	
Should: <ul style="list-style-type: none"> ➢ Inform representatives/employees of a potential sale/expiry ➢ Consider whether to bid or rebid for a contract of service 	Should: <ul style="list-style-type: none"> ➢ Consider informing employee representatives/employees of a potential purchase/bid ➢ Weigh up the pros and cons of committing to a transfer/service provision ➢ Begin working on a TUPE process plan
Stage 2 Preparation for the transfer Timescale: 4-5 weeks before the transfer	
Must: <ul style="list-style-type: none"> ➢ Arrange elections of appropriate representatives: determine their number (1/15 employees), invite all to stand as candidates, hold simple ballot, confirm those elected 	Should: <ul style="list-style-type: none"> ➢ Clarify the TUPE process plan
Timescale: 3-4 weeks before the transfer	
Must: <ul style="list-style-type: none"> ➢ Inform/consult about the transfer and any measures with a view to obtain representative/employee agreement and also to clarify the key issues surrounding the transfer, e.g. reason for transfer, effect on contracts and benefits 	Must: <ul style="list-style-type: none"> ➢ Inform/consult about the transfer and any measures, e.g. redundancies, workplace relocation, changes to pay dates, working patterns and pension arrangements ➢ Request ELI (Employee Liability Information) from the outgoing employer



AIRBUS CGA

Purchase Order terms and conditions

Article 1 – Applicability. These purchase order terms and conditions (the “PO terms”) set forth the terms and conditions applicable to any stand alone purchase order (a “PO”) issued by Airbus ExO Alpha SAS (“Airbus ExO”) towards a supplier (“Supplier”). In case Airbus ExO and the Supplier have executed (1) a project agreement or (2) a statement of work referencing a frame services agreement or any other kind of agreement, then the terms and conditions of those agreements shall fully replace and supersede any PO terms contained herein.

Article 2 – Acceptance of orders. The PO shall be deemed to be accepted without reservation by the Supplier after fourteen (14) calendar days, unless the Supplier notifies Airbus ExO in writing of its refusal to accept the PO. Unilateral modifications by a Supplier will render the PO void. Fulfillment of a PO by Supplier constitutes acceptance of these PO Terms.

Article 3 – Delivery. All goods and services (the “Items”) must be delivered as specified in the PO, free of any outstanding delivery charges. Supplier acknowledges that time is of the essence with respect to Supplier’s obligations hereunder and the timely delivery of the Items. All Items will be accompanied by a delivery note (a “Delivery Note”) bearing the order number, items reference numbers, a complete description and quantity of the Items being delivered, together with all packing instructions.

Article 4 – Receipt and transfer of title. Title to and risk of all Items transfers to Airbus ExO upon delivery to the delivery address specified on the PO. In the case of a notification of rejection of the Items to the Supplier by Airbus ExO due to non conformity by the Supplier with the terms of the PO or any other document included by reference, title and risk to such Items shall automatically revert to the Supplier.

Article 5 – Acceptance. The transfer of title and risk does not constitute acceptance of the Items by Airbus ExO. Where no acceptance tests are defined in the PO, Airbus ExO shall have the right to inspect the Items after delivery and acceptance shall take place if the Items are satisfactory to Airbus ExO on inspection or, if no inspection is made, the Items shall be accepted thirty (30) days after delivery or when Airbus ExO begins use of the Items, whichever occurs first. Acceptance of any Items shall not be conclusive of the absence of latent defect and shall be without prejudice to the rights of Airbus ExO under the PO or at law.

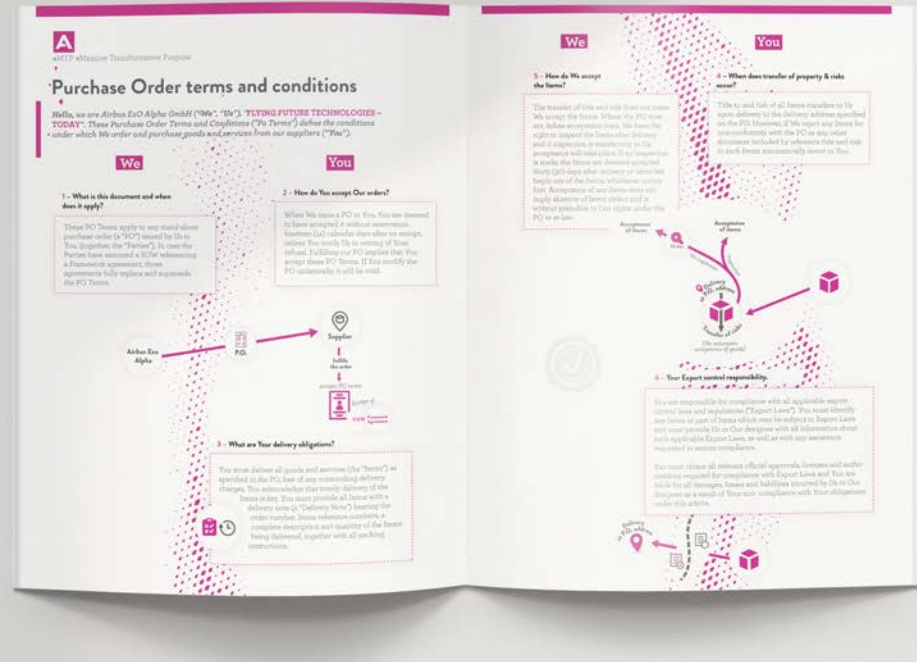
Article 6 – Export control. The Supplier will be responsible for compliance with all applicable export control laws and regulations (“Export Laws”). The Supplier shall identify any Items or part of Items which may be subject to Export Laws and shall provide Airbus ExO or its designee with all information concerning such applicable Export Laws, as well as with any assistance requested to secure compliance therewith. The Supplier shall obtain all relevant official approvals, licenses and authorizations required for compliance with Export Laws and shall be liable for all damages, losses and liabilities incurred by Airbus ExO or its designee as a result of the Supplier’s non-compliance with its obligations under this Article.

Article 7 – Warranty. The Supplier warrants that the Items have been manufactured according to the state of the art current at the time of Delivery, that they are free from defects in design, material and workmanship, and that the Items are free and clear of all liens, security interests, or other encumbrances.

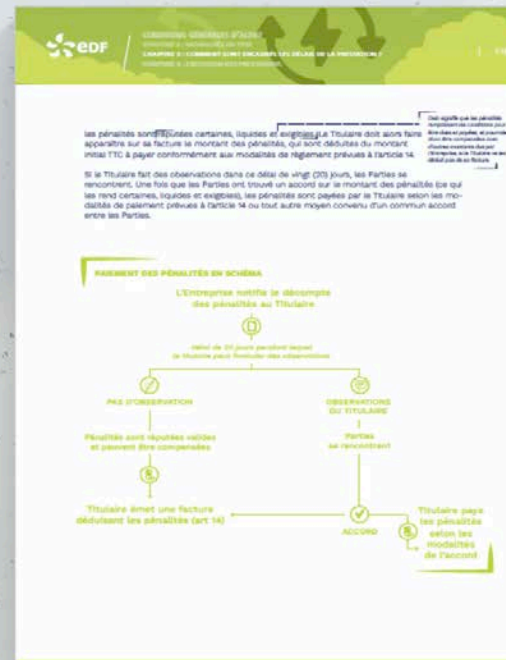
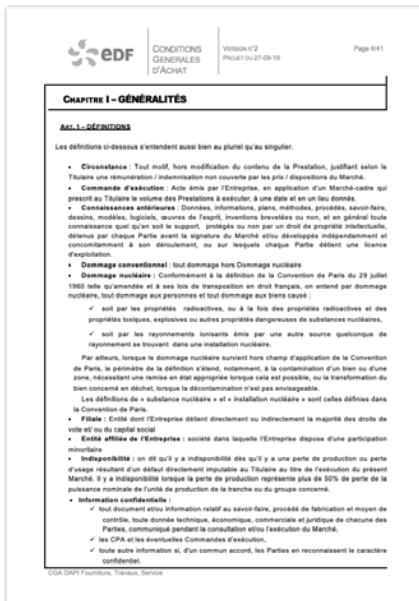
If the Items are not delivered in accordance with the PO, Airbus ExO shall inform the Supplier in writing. Then Airbus ExO may at its sole discretion, exercise one of the following rights:

- (i) reject the delivered Items in whole or in part and require the Supplier to refund any payment(s) made by the Purchaser to the Supplier; or
- (ii) set off the amount of any such payment(s) from any other amounts due to the Supplier from the Purchaser; or
- (iii) give notice to the Supplier to promptly replace or repair the delivered Items at the Supplier’s expense and risk.

In addition, Airbus ExO may require the Supplier to pay all Airbus ExO’s expenses, damages, losses incurred and additional costs arising from the failure to deliver the Items in accordance with the PO. The above warranty will be for a minimum period of twenty four (24) months from the acceptance of the Items by Airbus ExO, as provided for in Article 5. The warranties set forth in this Article 7 are cumulative and in addition to any other warranty provided by law or equity.



EDF CGA



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INSURANCE CGA

INTRODUCTION

The **Buyer** orders goods or service from the **Supplier** which are subject matter of the **Supply**. The **Invoice** is issued by the **Supplier** and **Transferred** with no recourse to the **Insured**, the **Factor**, whom will request the **Invoice** to be covered using the **AP** under this **Policy** issued by the **Insurer**.

This **Policy** sets out the terms upon which the **Insurer** agrees to insure the **Insured** in consideration of the payment of the insurance premium. In each case, the insuring clauses are subject to all other terms, conditions and limitations to this **Policy**. This **Policy** is proposed from **Franklin** by the **Insurer**, details of which are set out below, which carries out its insurance business in **Franklin** on a freedom of services basis.

The **Insurer** is XYZ, a joint-stock company incorporated under the laws of **Franklin**, having its registered office at **Franklin** road, 00000, State of **Franklin** registered with the Trade and Companies Register of [X] under registration number [Y]. XYZ is an insurance company regulated by the National Bank of **Franklin** (the **Franklin** supervisory authority, located at **Franklin** avenue, 00000, State of **Franklin**) under the number [W] and authorised to carry out its insurance business in **Franklin** on a freedom of services basis.

The **Franklin** supervisory authority which is also responsible for ensuring compliance by XYZ with the provisions applicable to it is the **ABC** located **Franklin** place, 00000, State of **Franklin**.

The associated risk management and collection services are provided by XYZ **Franklin**. Hereafter referred to as the **Service Provider** having its registered office at **Franklin** street, 00000, State of **Franklin**, registered with the Trade and Companies Register of [Z] under registration number [S].

1. DEFINITIONS

1.1 PARTIES AND CONTRACTUAL RELATIONS

Buyer

Company or an individual (sole trader) acting in a professional capacity. The **Buyer** is legally responsible for the payment of the **Invoice**. The **Buyer** is the client of the **Supplier**. A representative or an entity guaranteeing another is not a **Buyer**.

Insured

The factor named in the **Special Conditions**, which has financed with no recourse the **Invoice** which is the subject of the request for cover and to which the **Invoice** has been **Transferred** by the **Supplier**.

Insurer

XYZ, having its registered office located at [Franklin road] 00000 State of **Franklin**, an insurance company supervised by the **Franklin** regulator.

Invoice

Accounting document issued by the **Supplier** to the **Buyer** which evidences the **Supply** of goods or services and confirms the debt due by the **Buyer**. The **Invoice** has been **Transferred** to the **Insured** which has become its owner.

Public Buyer

A **Buyer** falling in one of the following categories:

- A central government, one of its departments, or any representative body of the government;
- A regional or local authority or any representative body of the regional authority;
- A public company, including a commercial public company, over which the government or local authority exercises effective control by participation in its direction or management, or its financial structure. The financial responsibility of the public authority with respect to this public company must be clearly and explicitly established, and recognised by local law.

Supplier or Supply

Made available for the **Buyer** or for its representative and/or despatch of the goods and/or performance of the services to be provided in accordance with the conditions and at the location laid down in the contract for the sale of goods or provision of services between the **Supplier** and the **Buyer**.

3

1. WHAT ARE THE KEY DEFINITIONS USED IN THIS POLICY?

1.1 WHO ARE THE PARTIES AND WHAT ARE THEIR CONTRACTUAL RELATIONS?



Buyer

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4. HOW TO BE COVERED?



4.1 ACTING WITH PRUDENCE

In order to keep the benefit of the insurance provided under this **Policy**, the **Insured** must, from the **Transfer** and during the **Policy** entire good faith and
 - exercise the same prudence and apply the same caution as if it was not **Insured**.
 As a consequence, the **Insured** must notify the **Insurer** of all information and all events of which he is aware which affect the contract or which could be considered as adverse concerning the **Buyer** and/or its ability to pay or willingness to pay.

4.2 REQUESTING A COVER

The **Insured** must submit via a request for cover for a **Supplier's Invoice** on a **Buyer**. If there are several **Invoices** from the same **Supplier**, the **Insured** must make a separate request for each **Invoice**.

The request for cover must include all information required in accordance with the **Special Conditions** (Article 6).

The **Insurer** reserves the right to accept or refuse a request for cover. If it refuses, the request will not be charged to the **Insured**.



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