

# Exploring Fairness

## in Visual Employment Contracts



MASTER THESIS  
DESIGN FOR INTERACTION  
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*Visual Contracts*



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# Exploring fairness in visual employment contracts

**MASTER THESIS**

*By Andrea Montella Lavín*

**August, 2019**

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# Executive Summary

The current thesis explores the impact that the use of visual contracts has from the fairness perspective. The project developed in collaboration with the company Visual Contracts, a start-up specialized in Legal Design Thinking, aims to provide an added value and evidence that supports the relevance of their activity.

A design process that combined research with a practical approach was the chosen approach for the development of the project. The project focused on the context of employment contracts due to its big social relevance and its potential for business opportunities. Several conflicts which seriously compromise the well-being of the parties, the employer and the employee, arise as a consequence of misunderstandings in the employment contracts. To prevent these conflicts and to offer an added value to the company Visual Contracts, the exploration of the impact of visual contracts is addressed from the fairness perspective.

Three design cycles were pursued during this thesis. The first cycle, had as a goal to create an in-depth understanding of the project scope (contracts, understandability, and fairness) and to design the first visual contract. The second cycle was focused on improving the user experience and the implementability in the real context. Finally, the third cycle aimed to detail the visual contract and validate it in the real context.

Along this process, a combination of desk and empirical research with the stakeholders of contracts, was conducted to gain more understanding of the scope of the project. It was also developed a framework which aimed to ease the creation of fair employment contracts and set the basis for a good relationship between the parties. Finally, one contract was designed on each cycle and afterwards tested to generate knowledge and insights for improvement. The final result iterated from an initial interactive document to a platform where the user can perform all the tasks related to their hiring and onboarding process, from reading the contract to uploading the necessary documents for the formalities.

The results of the project provided the company Visual Contracts with a business opportunity in the context of employment contracts, along with evidence and tools for the further development of this project. As an overall conclusion, it was stated that the use of visual contracts contributes to fairness and generates a positive impact by improving understandability and fostering evaluation. The impact is demonstrated in the following way: visual contracts support and empower the stakeholders during the decision making process and negotiation of the agreement, they improve the relationship between the parties, by fostering trust and open communication, and finally, they prevent conflicts and set realistic expectations.



# Reading Guide

The reading guide which is presented here, has a goal to support the reader by guiding him towards the desired information content.

Each chapter presents a very short introduction which provides an overview of the content. Along the sections on each chapter, the most relevant insights have been gathered in a green box, like this one. In case you do not have time to read, at the end of each chapter, a conclusion with the most relevant information and outcome is presented.



Relevant information & conclusions are highlighted in this boxes

## » MAIN INSIGHTS ARE SUMMARIZED IN THIS WAY

Important information in the text is presented in highlighted in this way

*“Quotes from stakeholders are presented in this way”*

Project Definition	<b>01  THE PROJECT</b> This chapter provides all the information related to the definition of the project: like objectives, brief, stakeholders
	<b>02  CONTEXT &amp; PROBLEM DEFINITION</b> This chapter gathers the context of the project and the problem definition. It offers an introduction to the company visual contracts, and to the fields of Legal Design and employment contracts.
	<b>03  CONTEXT &amp; PROBLEM DEFINITION</b> In the research chapter is possible to find an overview of the fields of the scope: contracts, understandability and fairness.
Cycle 1	<b>04  FRAMEWORK</b> This chapter describes the framework for the creation of fair contracts that has been created as a result from the research.
	<b>05  CYCLE 1: DESIGN</b> This chapter narrates the design process followed during the first cycle for the creation of the first visual contract. Information about the design and evaluation is also present.
	<b>06  CYCLE 2: REDESIGN</b> This chapter narrates the process and results of Cycle 2. In this cycle the goal was to improve the design of the visual contract by putting an especial focus into the implementability of these contracts in the real context.
Cycle 2	<b>07  CYCLE 3: DETAILING</b> This chapter narrates the process and results of Cycle 3. In this cycle the goal was to detail the design of the visual contract focusing especially on the user experience.
Cycle 3	<b>08  CONCLUSION</b> This chapter presents a general conclusion of the project., It discusses the research questions presented at the beginning of the Project. The limitations and recommendations are present
Project reflection	<b>09  PERSONAL REFLECTION</b> This chapter gathers the personal reflection of the author on the project development and outcome.

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## Chapter 01 | Project



This chapter provides an overview of the project developed in collaboration with the company Visual Contracts, and it focuses on exploring the impact of visual contracts in the employment context from the fairness perspective. An introduction to the topic, the main goals and the approach of the project are gathered in this chapter.

# 01

## PROJECT

# 1.1 Introduction

Nowadays, the world is more complex and in constant change, the pace of this change is increasing and as part of society, we are exposed to it. The result is that we are constantly fed with loads of information and a big part of it is related to legal issues. These issues are often presented in the form of documents, for example, data sharing policies, privacy statements, contracts on business services, etc. Most of the time, we give consent and agreement to a lot of terms without even being aware of what we are signing. Special attention has been drawn on this matter due to the emergence of data protection policies (EUGDPR, 2018). As a consequence, society is demanding more transparency from companies and public entities (Alton, 2017).

Additionally, as a result of the world globalization, the business environment has become very international, where different languages and cultures get mixed, leading to complex agreements which are becoming more difficult to narrate and depict (Passera, 2017). The terminology and the complexity of the agreements and nuances of these documents can generate cognitive overload (Cowan, 2001), placing the readers in a disadvantaged position as they cannot cope with such a big amount of information.

In consequence, a need for new disciplines has arisen to cope with this convoluted system, like Legal Design. This design discipline applies human-centered design to improve the legal system and services to make it more usable (Legal Design Alliance, 2018). Additionally, legal design involves Design Thinking applied in the law field with the purpose of guiding people to make more

strategic decisions by providing them with knowledge and understanding (Hagan, 2016). Information Design can be found as a sub-category inside Legal Design (Passera, 2017). This discipline involves the management of information and how this information is communicated in the form of documents, visualizations, and explanations with the purpose of making them clear and understandable for the users.

Visual contracts are tools to facilitate the comprehension of documents that hold a binding value and can substitute the current long documents with big amounts of text and clauses. These tools create a more accessible version of contracts, as they are a combination of text and illustrations (Passera, 2017). The language used is easier to understand and the structure they follow to present the information is also facilitating the transmission of the message. In the context of employment contracts, these new documents ensure that all the parties involved have a clear understanding of the terms and conditions and their obligations and responsibilities, providing all the parties with equal opportunities.

The project will be developed for the company Visual Contracts (referred to it in capital letters to differentiate it from the tool visual contracts) provides a B2B service to their clients focused on the design of visual contracts. Their goal is to improve access to justice by easing the communication between lawyers, business, and customers. In their process, they involve broad and specific context research altogether with Information Design, like visual contracts.

# 1.2 Project Brief

## 1.2.1 Project Goal

The current thesis contributes to the fields of design, legal design, business at Human resources (HR) level and law. The contribution is focused on how to create fairer employment agreements using Design Thinking and UX Research, with the aim of creating beneficial agreements for all the stakeholders involved.

The fairness of an employment contract is explored by means of designing and evaluating visual employment contracts. The approach is based on the creation of a common definition of fairness that fits the context of the employment contracts. In parallel, a framework based on best practices for effective agreements will be developed. Afterwards, the knowledge gathered on this research will be transformed into a visual employment contract that will be tested and evaluated in a real context.

The reason to develop this project is that the company Visual Contracts wanted to understand the impact that visual contracts have on the perception of justice, in order to find new business opportunities. Moreover, by aligning the company's interests with my own, it was decided to focus on employment contracts since they offer numerous opportunities and address the social design field. According to research (Folger & Cropanzano, 2001), if the perception of fairness in labour agreements is increased, it will have a positive impact for the employer (engagement and better work quality). From the social perspective, it is a tool that will help to empower people and will create a positive impact, aligning with company's values.

In conclusion, adding fairness to employment contracts will be beneficial for all the stakeholders involved. Additionally, including fairness will offer the company Visual Contracts a great opportunity to address the market from a new perspective.

## 1.2.2 Research Questions

In order to make the scope of the project more concrete, the following research questions have been presented:

- Q1|** How to design fairer visual employment contracts?
- Q1.1|** What is fairness in the context of employment contracts?
- Q1.2|** Which elements help to improve the understandability of employment contracts?
- Q2|** How does fairness in employment contracts affect the stakeholders involved?
- Q3|** How can the company Visual Contracts include fairness in contracts in their business strategy?



“The goal of the project is to explore the impact of **integrating fairness** in visual employment contracts”

- **Project Goal**

### 1.2.3 Project Scope

The project scope is defined by three main fields: contracts, fairness and Understandability. These topics have been chosen due to their relevance for the development of the project.



### 1.2.4 Target group

The target group of the project are the stakeholders involved in the use of employment contracts. In other words, the stakeholders are employers, employees and law experts, such as lawyers and judges. However, the

most relevant stakeholders that are considered in the project are the employers and employees, since they are the end-users of the contracts and the ones that are actually affected by them. Law experts are consulted for feasibility purposes.



Figure 1: Overview of target group

### 1.2.5 Involved stakeholders

Next to the Supervisory team of TU Delft and the company Visual Contracts, external stakeholders have been involved in the project (See Figure 1: Overview of target group and Figure 2: Overview of other stakeholders). First, end-users like employers and employees, have been involved during the empirical research along with the evaluation of the contracts. Second, two potential from Visual Contracts, who will take the role of employers. The first client is Pezy Group, that provided a real version of an employment contract to use as a starting point and that offered a real context to evaluate. The second client, also provided feedback and supported during the evaluation of the contracts, but that does not want to be named, it will be referred in the report as Client A. Additionally, design students from TU Delft who participated on generative sessions, users tests, etc. for the creation of contracts. Finally, The Hague Institute of Innovation of Law (HiiL) which closely collaborated in the research and evaluation of the project, providing feedback and hosting a validation workshop and discussion.

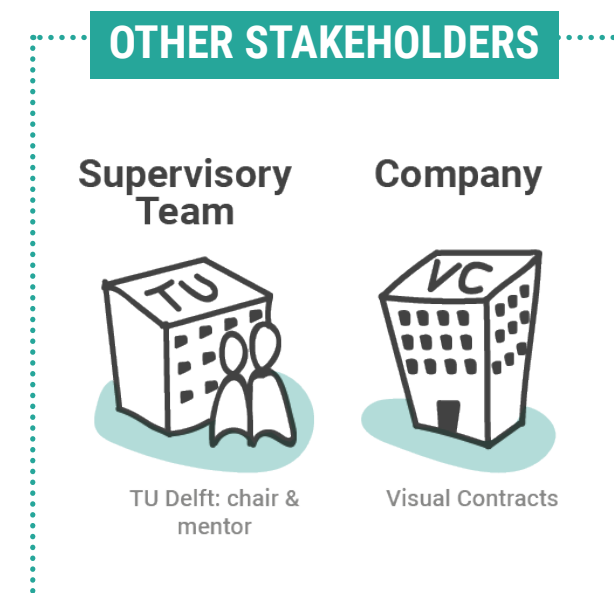


Figure 2: Overview of other stakeholders

# 1.3 Project Approach

## 1.3.1 Approach Overview

In the broadest sense, this project makes use of the double diamond approach and combines it with an iterative approach. The iterative approach (Zimmerman, 2003) divides the project in 3 cycles and the double diamond divides each cycle in 4 phases: discover, define, develop and deliver (Design Council, 2018) (See Figure 3: Project approach overview). The first cycle uses a traditional research approach (desk and empirical) which leads to a framework on it's first diamond, meanwhile cycles 2 and 3, use the Research Through Design approach. As a result the first cycle encompasses the other two cycles on it's second diamond. Additionally, by using Research

Through Design (Stappers & Giaccardi, 2007) an overlap is created between the deliver and the research phases, as the testing is used as validation and as a research tool.

The first cycle has as an objective to explore and understand better the context of the project, in order to limit the scope and make it feasible with the given time. Additionally, the goal is also to create the basic structure and design of the contract and validate it with the stakeholders. The second cycle, focuses on the design and how to make the employment contract implementable. Finally, the third cycle, has as a goal to detail and validate the concept in a real environment.

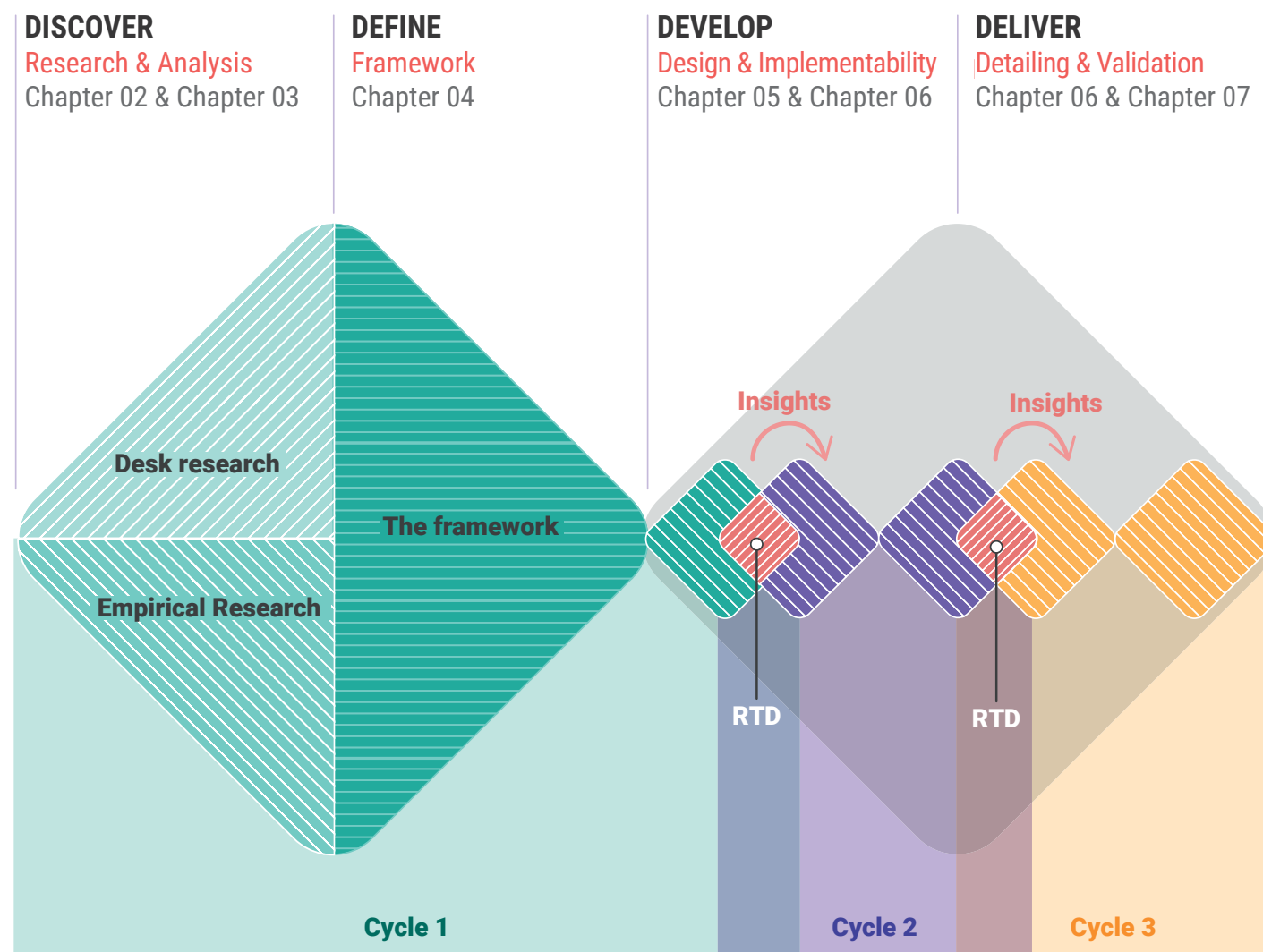


Figure 3: Project approach overview

## 1.3.2 Design approaches

This section details the three approach that have been combined in the current project: Double Diamond design process, Iterative approach and Research through design

### DOUBLE DIAMOND DESIGN PROCESS

The double diamond design process structures the process in 4 different phases: Discover, define, design and deliver. In this process, two ways of thinking are integrated: diverging in the discover and design phases, and converging in the define and deliver phases (Design Council, 2018).

This approach is suitable for this project, as it first helps to scope the problem, to later on create a solution. To do so, the converging and diverging process is done twice. Defining the problem in the first diamond and creating a solution in the second one (Design Council, 2018). This method, in combination with the iterative approach, will ensure that the project is addressed from a feasible perspective, but being innovative at the same time thanks to its creative process.

### ITERATIVE APPROACH

The iterative design approach is based on cyclic process, which uses prototyping, testing, analyzing and refining, to solve a problem (Zimmerman, 2003). The design choices are made based on the interaction of the users with the prototype, and this cannot be foreseen (Zimmerman, 2003). Therefore, in order for the process to be valuable is necessary to repeat it, in other words to iterate, as in this way the insight's from the users can be gather and implemented in the design to be again validated.

In the scope of this project, the iterative approach helps to boost the innovation in the project, as it makes possible to put the focus on different elements of the contract experience along the different cycles. In this way is possible to gather insights directly from the users in order to implement them on the next iteration.

### RESEARCH THROUGH DESIGN (RTD)

Finally, in the Research Through Design approach, knowledge is generated by conducting research using design artifacts or prototypes (Stappers & Giaccardi, 2007). These artifacts are not necessarily a solution but a means to explore elements form the experience with the design (Zimmerman, Forlizzi, & Evenson, 2007).

In this case, the artifact is the contract itself, however, In order for this approach to be valuable in the project is crucial to combine it with the iterative approach. The main reason is that by evolving the prototype on each iteration to create more knowledge, this knowledge can be used to improvement the contract on the next iteration. As explained in the project overview, the use of this methodology generates an overlap between cycles 1 and 2 on the deliver and research phases respectively, and in the same way between cycles 2 and 3. To see this graphically, see Figure XX: Project Approach.

### FIGURE LEGEND

- Cycle 1: Scope & focus
- Cycle 2: Design & Implementability
- Cycle 3: Detailing & validation
- RTD: Research through design

1.3.5 Cycle Overview

The table below, offers an overview of the goal of each cycle and an overview of the main activities in each of the phases of the design process






	 GOAL	 DISCOVER	 DEFINE	 DEVELOP	 DELIVER
01 CYCLE	To define the project scope and create the first contract structure and design	Desk and empirical research to define the scope and understand the context	Creation of a framework to structure the visual contracts	Brainstorm and creation of an interactive prototype	Find validation through different types of testing
02 CYCLE	To Improve the design and implementability of the contracts	Research on understandability of text vs visual contracts and HR client's context	Definition of the points for improvement in the current contract	Brainstorm and redesign of the visual contract	Evaluation of usability and fairness perception in visual contracts
03 CYCLE	To detail the contract and validate it in a real environment.	Analysis of insights on fairness and usability	Identification of UI/UX details of the contract	Detailing and implementation of last features to the contract	Validation of the contract in a real work-environment

Table 1: Cycle Overview



## Chapter 02 | Context & Problem Definition



This chapter provides an overview of the context of the project. Offers an introduction to the company Visual Contracts, the Legal Design Thinking Discipline and the state of the art. Finally, the problem definition is narrated in this chapter, indicating the project relevance in the current world context and the need for fairness in employment contracts.

# 02

## CONTEXT & PROBLEM DEFINITION

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## 2.1 The company Visual Contracts

### 2.1.1 About Visual Contracts

This project will be developed in collaboration with the company Visual Contracts (referred to it in capital letters to differentiate it from the tool visual contracts), which is specialized in the field of Legal Design Thinking. The company is a start-up founded in 2017, whose mission is to provide access to justice to people and organizations in order to empower society. With the aim of accomplishing this mission, they are trying to provide innovation on the legal field by training legal experts on the Legal Design Thinking discipline. They also work on B2B offering services that bridge the legal world and the people. The focus in this case is on the user experience of legal documents where they try to transform complex text documents into an accessible and engaging document.

Their ultimate goal is to create an ethical business strategy which is able to create a positive impact on the world.

According to Visual Contracts, Legal Design Thinking is still a new discipline which is currently being shaped. From their perspective, it is based on four pillars: Visual Thinking, Design Thinking, UX Design, and Legal Thinking. They apply Design Thinking by using research techniques that allow them to understand the context and the human needs and use Visual Thinking to show those complex relationships and systems. Afterwards, they combine UX Design and Legal Thinking to provide solutions to the conflicts that are applicable to the context by creating engaging user experiences that integrate the legal aspects (2018, Visual Contracts).

### 2.1.1 Vision & Mission

The company Visual Contracts strives for the creation of an equal and just world, and they believe they can contribute to it by making the legal system accessible for everyone (See Figure 4: Visual Contracts Vision). They try to be inclusive when they design, by having into consideration the background, the disability, and the level of education of the user. In this way, people can understand their rights and obligations which enables them to become more proactive.

#### VALUES

- |                  |                     |
|------------------|---------------------|
| » Human Centered | » Transparent       |
| » Inclusive      | » Visual (creative) |
| » Engaging (fun) | » Co-creation       |
| » Fair & Just    | » Eager to learn    |



“Our mission is to provide access to justice”

-Visual Contracts

### 2.1.2 The process of Visual Contracts

In their activity Visual Contracts aims to create empathy between the stakeholders involved in the legal context. They use several design techniques, like visual thinking or UX Design, to deliver a human-centered solution which gathers the advantages of Legal Design Thinking. To be more precise, they offer tools like workshops and design sprints for designers, lawyers, and organizations, where they are able to guide them in the co-creation process to find result-oriented solutions.

Their process is based in co-creation (See Figure 5: Visual Contracts Process), it starts with a generative session where the stakeholders put together ideas knowledge, needs, and wishes. With this information, a basic agreement is created. Afterwards, they create a prototype using Visual Thinking techniques and test it with real users (between 6-12). Depending on the results of the test there are two possible directions: that the solution requires some changes and can be delivered or that a new iteration might start with another co-creation session.

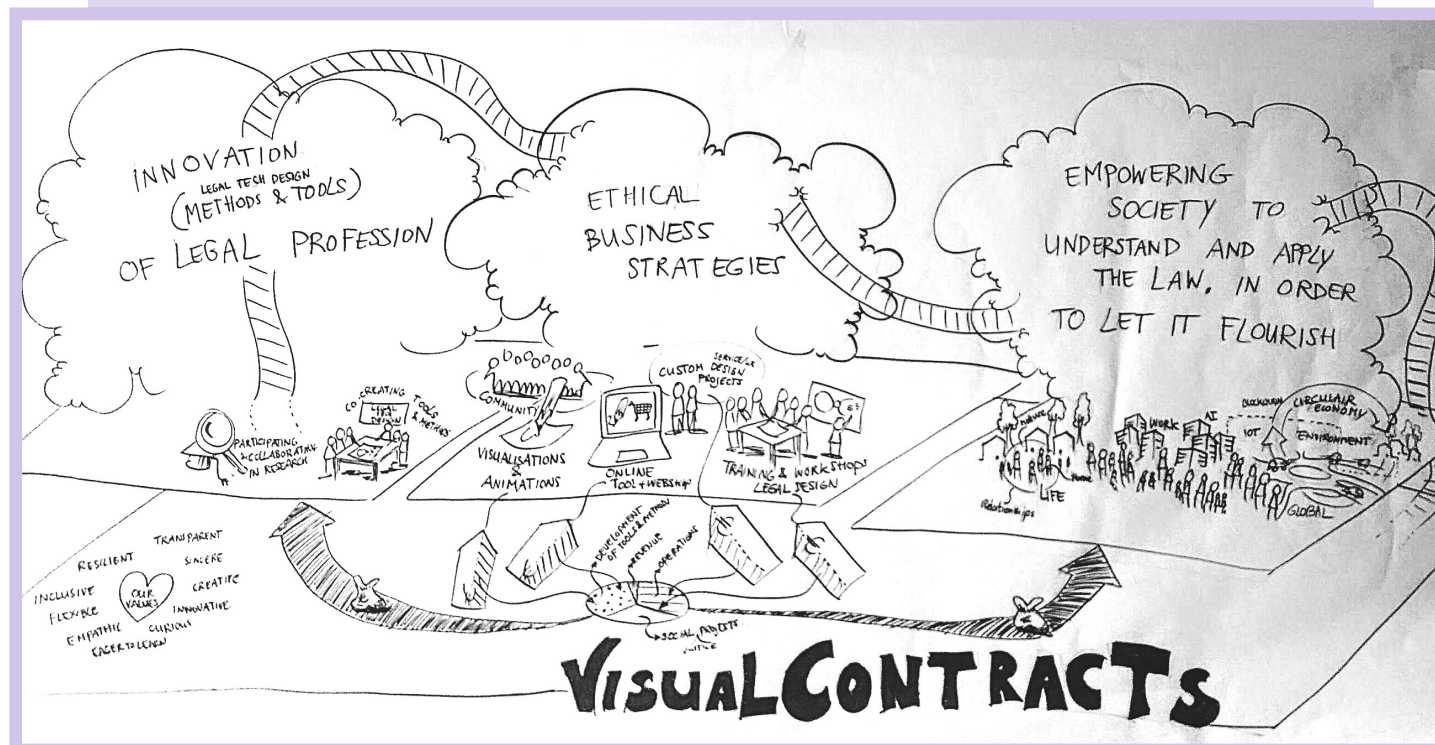


Figure 4: Visual Contracts Vision

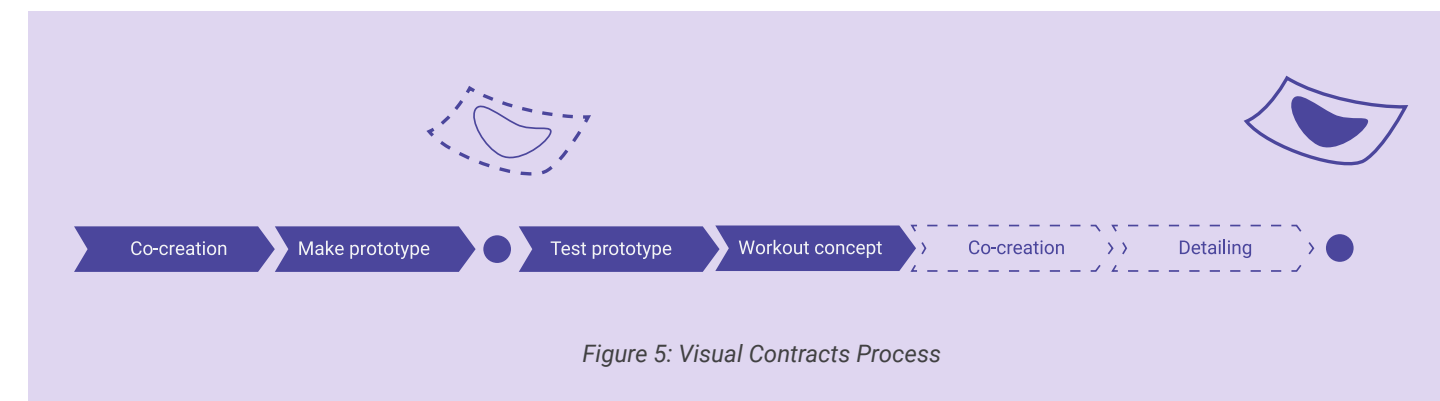


Figure 5: Visual Contracts Process

## 2.2 Legal Design Thinking

### 2.2.1 What is Legal Design Thinking?

The proactive and preventive law (PPL) is an approach born in the 1990s, which shifts the focus from the experts of the legal system, i.e. lawyers and judges, towards the end-users like citizens or business (Barton, 2012). In parallel, Legal Design Thinking is a practical approach to this intention which applies Human Centered Design with the aim of improving the legal systems and services to make them more usable and accessible (Legal Design Alliance, 2018). This discipline has recently arisen and is still being shaped and developed, however, there is a lot of potential to it and a big amount of research is undergoing. An example is the Legal Design Lab at Stanford, which is currently trying to create the new generations of legal products & services (Stanford Legal Design Lab, 2018). It is the intersection of three main domains, namely design, technology and law (See Figure 6: What is Legal Design?).

In the first place, the law domain has a big impact on society as it is the key to a fair system and a tool to empower society. Therefore, it is very important that the systems and the procedures used are tailored to serve this purpose and do it in the best way possible for society. Additionally, digitalization is shaping the changes in

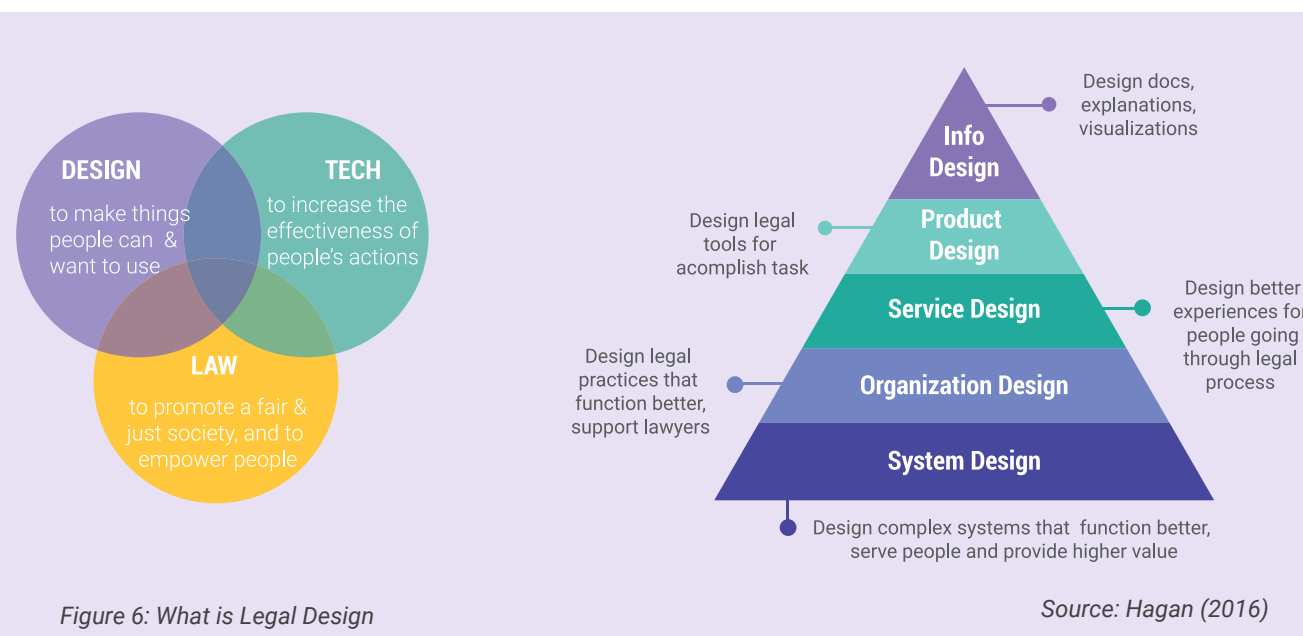


“Legal Design Thinking is a practical approach which applies Human Centered Design to improve the legal systems and services making them more usable and accessible”

-Legal Design Alliance

society and creating an impact in all its domains. The legal system is also being affected by this trend and through technologies like Artificial Intelligence, Blockchain or Big Data it is possible to transform the system to make it more simple and efficient (González-Espejo, 2018). Finally, design, which is a discipline that gathers methods to identify the user needs and create outcomes which are tailored and efficient.

When applying Legal Design Thinking, people and their context are the main focus for the redesign of legal systems or procedures and technology is used as a means



to make this intervention (Hagan, 2016). Additionally, it applies Design Thinking with the purpose of guiding people to make more strategic decisions by providing them with knowledge and understanding (Hagan, 2016). Information Design can be found as a sub-category inside Legal Design. It involves the management of information and how this information is communicated in the form of documents, visualizations, and explanations with the purpose of making them clear and understandable for the users (Passera, 2017).

### 2.2.2 Visual contracts: the tool

Visual contracts are tools from the Information Design discipline, which use visualizations and explanations with the aim of facilitating comprehension (Passera, 2017). These documents hold the same legal binding value as text documents and can substitute the current long documents with big amounts of information and clauses (See Figure 7: Visual Contract by Aurecon).

They can be categorized as a tool inside the proactive and preventive law approach (Barton, 2012). The goal of using visual contracts is to provide the end-users (citizens and business) with the opportunity to have a clear understanding of the provisions of the contract. In order to do so the needs of these stakeholders are taken as the main focus when designing the contract, shifting the classic legal perspective of designing contracts for lawyers towards end-users (Berger-Walliser et al., 2011).

The combination of text and images creates a more accessible version of contracts, as these support each other easing the comprehension (Dewan, 2015). Additionally, plain language is used to communicate the message in a more direct and simple way (Plain Language gov, 2010) avoiding complex legal terms. The visualization of the information is done by supporting the text with images but also by presenting the information in a more structured way to allow the reader to identify the key information (Passera, 2017).

#### Leave

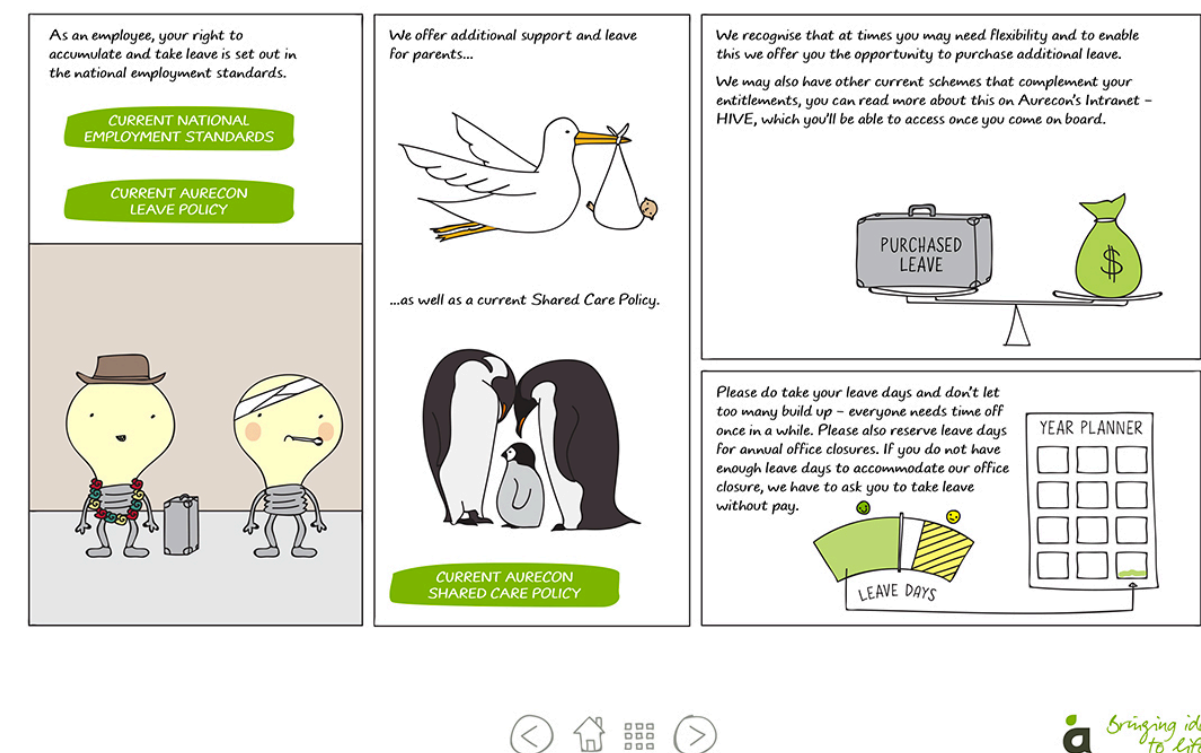


Figure 7: Visual Contract by Aurecon

2.2.3 State of the art

This section provides an overview of the state of the art in the field of legal design. The idea is to have a general understanding of the areas where legal design has contributed to.

Legal design is still a field under development which is in constant growth, therefore, there are not so many relevant examples. However, this growth is done at a slow pace, as the field of law is very hermetic and reluctant to innovation. Thanks to the arisal of new technologies, like Artificial Intelligence, and the growing trend of Design Thinking, this pace is accelerating. As follows, there is a table showing an overview of the most relevant examples found on legal design (See Table 2: State of the art).


The overview is not extensive but it shows the most relevant cases. The most common ones are examples on employment contracts and privacy policies. Creating explanatory documents, which are easier to understand for the target users are the biggest niche and where companies are willing to invest. The reason is that these documents make a shift on the way of communicating the message. They change from a perspective from lawyer to lawyer to the real end-user. Additionally, trends like the GDPR, are forcing companies to become more transparent and invest on the way they communicate their policies and their activities.

Additionally, another of the examples focused on education is the Legal Design Lab, run by the Stanford University. This lab aim is to research for the generation of knowledge that will help to further develop the field. In line with that, several tools like libraries of elements or guides are being developed with the purpose of easing the implementation of these techniques, especially, for law experts who do not possess a background on design.


In conclusion, Legal Design is a field which is still under development, but that is gaining more importance. There are practical examples and research which is helping to improve it. The most popular application of legal design is based on the translation of documents towards more simple language addressed to the end-user.

3 TYPES OF INSTANCES


Threetypes of different instances that contribute to build the state of the art in Legal Design, have been identified. They are presented here below:

- 

**CASE**

The cases are real examples of LDT. They show in practice how this approach has been applied.
- 

**TOOL**

The tools are elements that have been developed to ease the application of Legal Design
- 

**ORGANIZATION**

These are organizations which are involved or support Legal Design in some way.

Name	Date	Type	Field	What does it consist of?	Región	Company / Author	Target Group
JYSE Guide	2013	Case	Government	Guide for civil servants to understand Finnish terms and conditions for the public procurement of services	Finland	Stefania Passera - Aalto University	Finnish Government
Legal Design Lab	2013	Organization	Education	Interdisciplinary team based at Stanford Law School & d.school, working at the intersection of human-centered design, technology & law to build a new generation of legal products & services.	USA	Stanford University	Researchers
Facebook Privacy Statement	2015	Case	Business	Visual privacy statement to communicate the terms & conditions of Facebook	Netherlands	Visual Contracts	Facebook Users
Visual Law Library	-	Tool	Education	Compilation of the best law visualizations	USA	Legal Design Lab - Stanford University	Lawyers & Designers
Employment Contract	2017	Case	Business	Visual employment contract for their employees	Australia	Aurecon Group	Employees
Comic Contracts	2017	Case	Business	"We produce illustrated contracts for people who are illiterate, people who are not literate in the language of the contract, employers with multi-cultural workplaces or companies that wish to transact with people who suffer from reading or intellectual disabilities."	South Africa	Robert de Rooy - Comic Contracts	Employees
Terms & Conditions	2018	Case	Business	A readable Agreement to explain the terms & conditions of the service that Buzzsumo gives to their clients	UK	BuzzSumo	Clients
Terms & Conditions	2018	Case	Business	An easy explanation of the Privacy Policy agreement using icons and hierarchy to organize the information	UK	Juro	Clients
Commercial Processes Agreements	2018	Case	Business	Shell made its contracting process easier for non-English speaking customers, they designed a visual contract, which was piloted in 2018. Starting with Shell's marine lubricants business, the legal team rewrote its general terms and conditions in plain English.	NL	Shell	Clients
IACCM Contract Design Pattern Library	2019	Tool	Business	This is a library of guidelines, explanations, and examples to inspire and support you in exploring user-friendly approaches to contract simplification and visualization.	International	IACCM (International Association for Contract & Commercial Management	IACCM members (legal experts & designers)

Table 2: State of the art



## 2.3 Problem Definition

With the aim of framing the project to make it more specific a particular type of legal documents were chosen, in this case, employment contracts. Employment contracts are agreements that establish the terms and conditions of a labor relationship, usually between two parties, employer and employee.

The motivation to choose employment contracts is that these legal documents align with the needs of the company Visual Contracts, which is willing to focus on that specific field. Additionally, these type of contracts have a big social component which aligns with my personal field of interest.

This section offers an overview of the problems with current employment contracts. Moreover, it provides an outline of the most common problems in the labor context and finally, it analyses the relevance of fairness as a means to ensure the well-being of the stakeholders.

### 2.3.1 Why contracts are not working?

Employment contracts have a big impact on people's lives as they define the conditions for an agreement which affects several facets of their daily lives, for example, economic situation, health condition, level of independence, self-development opportunities, social status, etc. (The Hague Institute of Innovation of Law, 2019). From the perspective of employers, contracts also play a very important role as they define the relationship with the employee and they protect the interests of the business (Humphries, M. 2015). Therefore, is very important for both that the ultimate aim is to seek for their well-being. However, the current standard employment contracts present several difficulties that compromise this well-being.

#### 1 CONTRACTS ARE DIFFICULT TO UNDERSTAND

Contracts are usually written by lawyers for lawyers (Berger-Walliser et al., 2011), they use complex language and terminology, specific of the law field, which requires a big a lot of effort from the end-users' side (Passera, 2017; IACCM, 2019). The overload of information causes cognitive overload on the users, incapacitating them to cope with such a big amount of information (Cowan, 2001). The end-users, employers, and employees are not considered in the drafting of the contracts and as a consequence, these present difficulties to understand them. This lack of understanding, in the end, is a source of risk (IACCM, 2015), as it can lead to conflict due to the misalignment on the obligations and rights of each of the stakeholders.

#### 2 CONTRACTS ARE FOCUSED ON RISK AND LITIGATION

When contracts are drafted the approach taken is usually focused on remedies and disputes, framing the document as a tool for litigation (Levine, 2002; Haapio et al., 2016; IACCM, 2019). Yet, this type of approach which is completely focused on protection hinders the opportunities of the business as their needs are not the main objective (Passera, 2017). A more adequate approach would rather focus on the agreement and well-being and will consider a more flexible relationship between employer and employee (IACCM, 2015). In this way, it will be possible to maximize the opportunities of all stakeholders and pursue a common goal.

#### 3 POWER DIFFERENCE PLACES THE EMPLOYEE IN A DISADVANTAGED POSITION

Contracts are written by lawyers for their client with the intention of maximizing their rights and minimizing their risk (Haapio et al., 2016). When applied to the context of employment contracts the employer is the client and not the employee, which places the latter in a disadvantaged position. This situation is perceived as unfair by the employee, as a consequence is more complicated for him to feel respected and engaged within the company (Folger & Cropanzano, 2001).

#### 4 LACK OF CLEAR SCOPE AND GOAL

Traditional contracts do not clearly communicate the scope and the goals of the labor agreement, resulting in a source of claims and disputes which negatively impact the relationships (IACCM, 2015). Unclear responsibilities and lack of flexibility in the relationship to adapt to the circumstances of the stakeholders are also having an adverse effect. It is important to build a relationship based on trust and respect to discuss the goals, needs and the concerns of the parties clearly and freely.



#### CONTRACTS ARE A SOURCE OF CONFLICT

As a consequence of the pitfalls encountered when drafting contracts it is possible to conclude that traditional contracts are a source of conflicts for the labor relationship. For that reason, there is room for improvement, to prevent and reduce this conflicts, and help to set the basis for a better labour relationship.

### 2.3.2 Conflicts in the labor context

There are several conflicts that arise in the labor context as a result of mistakes and bad practices done when creating employment contracts. The aim of this section is to identify which are the most common ones in order to ensure that they are considered in the contract design process.

There are several organizations that are working on the prevention of conflicts of employment contracts. According to new research from Hiil, 7% of the people in The Netherlands have experienced a justice problem related to employment (The Hague Institute of Innovation of Law, 2019).

This research highlights the most common conflicts that occur during employment (See Figure 8: Common employment conflicts). The results show that 59% are related to termination of employment relationships (dismissal), meanwhile, 14% are due to the non-payment of

wages to the employees. Dangerous working conditions, harassment at work, and unfair disciplinaries are less common conflicts (2% to 7%) but they are also relevant. This overview helps to identify which are the areas where it is important to draw attention in the creation of the employment contracts. The reason is that the contracts are the basis for the employment agreement, therefore, if these areas are discussed and defined beforehand with the aim of aligning, most of these conflicts can be prevented.

An example is the dismissal of the employee which is the most common conflicts, this indicates two things. First, the terms related to the termination of contracts are not clear or understood by the parties. Second, it shows dismissal as the solution to a problem which might have been avoided if elements like alignment, goal, responsibilities or flexibility had been considered in the contract.

#### COMMON EMPLOYMENT CONFLICTS

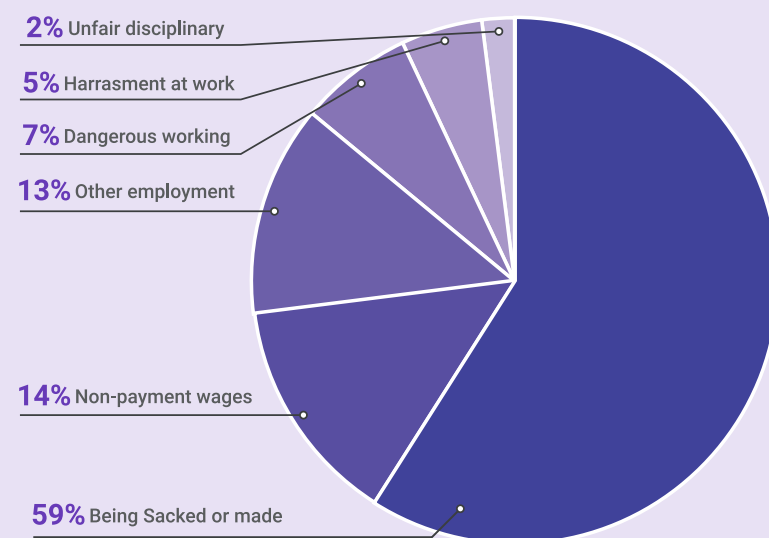


Figure 8: Common employment conflicts.

Source

Justice Dashboard Hiil (The Hague Institute of Innovation of Law, 2019)

#### TYPES OF PROBLEMS CAUSED BY EMPLOYMENT CONFLICTS

Legal problems around Employment impacts lives in different ways. People suffer from stress violence and more

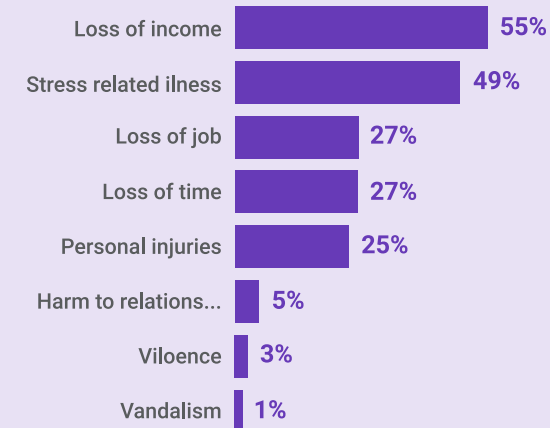


Figure 9: Problems caused by employment conflicts

#### IMPACT OF EMPLOYMENT CONFLICTS ON PEOPLE

How do legal problems that might arise around employment affect people's lives?

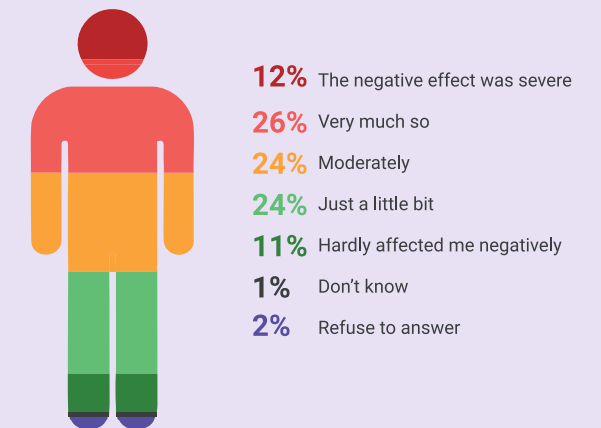


Figure 10: Impact of employment conflicts in people

Source

Justice Dashboard Hiil (The Hague Institute of Innovation of Law, 2019)

The research purpose (Hiil, 2019) was also to identify which are the problems that these conflicts generate on people's lives and how impactful they are (See Figure 9: Problems caused by employment conflicts and Figure 10: Impact of employment conflicts in people). The most common problems derived from employment conflicts are as follows: loss of income (55%), stress-related illnesses (49%), loss of job and time (27%) and personal injuries (25%). All of these have an effect on very crucial areas of a person's life like economical situation and medical condition which are determining for the well-being of the individual.

Moreover, the results of the research by Hiil (2019) analyzed the severity of these conflicts highlighting the negative effect. The results showed that 26% of these problems have a big negative impact and that 12% is considered very severe. In this regard, it is possible to conclude, that the conflicts generated from the employment relationships compromise the well-being of the stakeholders involved and therefore, it is important to tackle them and prevent them as much as possible by creating understandable agreements.



**Dismissal is the most common source of legal conflict in employment relationships.**

**Paralelly, these employment conflicts seriously compromise the stakeholders well-being**

### 2.3.3. The need for fairness

The big impact of employment contracts both on people's lives and on the development of the businesses has severe implications for both stakeholders. For this reason it is important, that the future employment contracts have into consideration their well-being by seeking more effective and fairer agreements.

Currently, the traditional employment contracts present issues regarding the fairness in both, their provisions (Sanders, 2017) and in their comprehension (Passera, 2017). Additionally, if the lack of power balance in the employment relationships is taken into account (Haapio et al., 2016), it leads to the conclusion that there are very low chances of providing with equal opportunities to both parties (the employee and the employer).

Is not only about the iWmbalance between the employer and employee but also about the importance of offering people who might experience difficulties in understanding complex text documents, the opportunity of understanding their rights and their obligations. In this way, you are also providing with equal opportunities in the social field, as these people will be empowered to take more strategic decisions for their own benefit and well-being.

#### FAIRNESS APPROACH

There are two main reasons to focus on fairness when approaching the current project. First, is to align with the vision of the company Visual Contracts, as their aim is to provide people with access to justice and equal opportunities. In order to do so, fairness is an essential element. Moreover, as part of the assignment provided by the company, the main objective was to evaluate the perception of justice when using visual contracts. Implementing fairness as a key element of their business can help the company to add value to their products and address a new market.

Second, by introducing fairness in the project, a relevant contribution to the design discipline from a new perspective is proposed. Additionally, the fairness approach, arouses my personal interest as it is in line with social design, a field I wanted to explore.

#### BENEFITS OF FAIRNESS IN EMPLOYMENT CONTRACTS

In this section, it will be explained how the creation of fairer contracts will have a positive effect in both parties. First, the power balance gap between the employer and the employee will be closed, or at least reduced. Second, by seeking fairer contracts, both parties will be secured and respected, building trust and improving the relationship. Finally, offering a fair agreement for the employee will help to avoid possible conflicts as it will improve their relationship with the employee (Passera, 2017).

When we look more specifically to the individual benefits that fair contracts can have for the stakeholders involved, the following can be found:



#### EMPLOYEE

» Improved labor conditions: the benefits and the value that the employee will receive in exchange of his work will be improved and well-being will be ensured

» Feels engaged and respected in the company: if users perceive they are being treated fairly, even if there is a power distance they are more likely to get engaged in the company (Folger & Cropanzano, 2001).

» Feels secure and protected: if employees perceive they are being treated fairly, their trust in the employer will increase, and therefore, they will be more prone to feel secure and protected.



#### EMPLOYER

» Long-term engagement of employees: offering fair conditions for their employees will make them feel satisfied and company's employment sustainability (B-lab, 2017)

» Better work quality: fairness perception creates engagement on the employees and consequently, it motivates them to deliver better work quality (Folger & Cropanzano, 2001)

» Responsible impact: When considering fairness as an essential part of the contracts, the well-being of the employees is a priority, therefore, the impact that the company has in the society is constructive (B-lab, 2017).

## 2.4 Chapter Conclusion

After the context analysis, it was clear the relevance that employment contracts have for the stakeholders of the contracts, to be more concrete the employers and employees. In the case of the employees, it was possible to quantify the impact that contracts have on their lives and how these compromise their well-being. In the case of the employer, an overview of which are the most frequent employment conflicts was provided, being dismissal the most usual. This conflicts have very negative impact and consequences on the employer, as they are directly linked to employment sustainability and require of the company's resources, money, workforce and time, to be solved. Therefore, is important for the stakeholders to prevent this type of conflicts or to find ways to alleviate them.

Introducing an approach which focuses on the fairness in the contracts can be helpful in the project context, as it will help to improve the relationship between the employers and the employees, creating more solid and trustworthy agreements. The fairness approach will provide the employees with better working conditions and benefits, improving their well-being and making them feel secure and protected. Additionally, it will have an immediate effect on the employer as it will create a more engaged workforce, that is more productive and provides better quality work. Finally, it will show the company's commitment on making a responsible impact, improving their image.

This context and approach, are a great business opportunity for the company Visual Contracts because they align with their mission of providing access to justice and offer the possibility of showing the relevance of the company's activity. Additionally, their approach, which combines UX Design, Design Thinking, Co-creation and Legal Design, suits the problem definition as it will enable the creation of tailored solutions. The goal of the project will be to provide the company with a structure for the creation of fair contracts that can be further integrated in their projects and that is supported by research.

## Chapter 03 | Research



This chapter contains the research of the project developed during the first cycle. The reason two types of research were conducted during this chapter, desk and empirical research. The scope of the research was focused on three main fields: contracts, understandability and fairness. The conclusion of the research allowed to define the design requirements for the design of the visual contract.

# 03

## RESEARCH

# 3.1 Goal and Scope

During this first cycle, a combination of two research approaches, desk and empirical research, has been used (See Figure 11: Research approach). The reason is that each approach served a different purpose as the way the information is collected and the source are different. Therefore by combining both it was possible to gather a wider range of information and data.

On the one hand the desk research uses the existing literature as the base of knowledge. During this project the goal was that this research would provide an overview and a better understanding of the context and the project scope, therefore, it focused on the following fields: contracts, fairness and understandability. Desk research allows to gather specific knowledge on each of the topics and it is essential to understand the possible connections between the fields.

On the other hand, the empirical research, uses the knowledge from experts and users as source of information. In this case the goal was to introducing the stakeholders perspective into the project, as the goal is to tailor the contract to the end-users, by covering their needs and expectations. By conducting the empirical research it was possible to understand qualitatively which are the needs and concerns of the stakeholders (employers, employees and law experts) on the different phases (Recruitment, negotiation, onboarding, etc.). As well as their experience with contracts and their fairness perception in the context of employment contracts. All of this was essential to understand which are the requirements to improve the well-being and identify the most critical pain-points in current contracts.



Figure 11: Research approach

# 3.2 Desk Research

## 3.2.1 Goal and scope

This section shows the results of the desk research that was conducted during the first cycle of the project. This desk research aimed to provide a better understanding of the three main fields that are related to the project: contracts, fairness and understandability (See Figure 12: Research Scope).

These fields define the scope of the project and for this reason is important to understand them and map-out the possible links and connections that might exist in them. The contracts are the focal point of the project as they are the tool that is used in the labour context to define the agreement. It is important to obtain all the specific knowledge in this field in order to create contracts which are feasible and fit the legal context. Moreover, it is very relevant to understand their structure and framing to identify the current pain-points.

In the case of fairness, this topic will be explored from its broadest sense, what does fairness mean, till its relation to the project, how is it applied in the context of employment. It is important to see the impact that it has on the stakeholders, and to include this in the contracts. Finally the understandability, which in this case directly links to the contracts, to be more concrete, and to the use of visual contracts. It is essential to understand the types of visual contracts and how these are designed to use this knowledge as a base for the creation of the first visual contract.

## 3.2.2 Contracts & Agreements

### WHAT IS AN EMPLOYMENT CONTRACT?

A contract is a legally binding agreement which can involve two or more parties, in the case of employment contracts is usually between an employer and an employee. The purpose is to specify the terms and conditions under which the employee will perform the tasks assigned by the employer in return of a compensation. The employee is obliged to carry on the duties, meanwhile, the employer must protect the employee and provide him/her with fair compensation (Business Dictionary, n.d.).

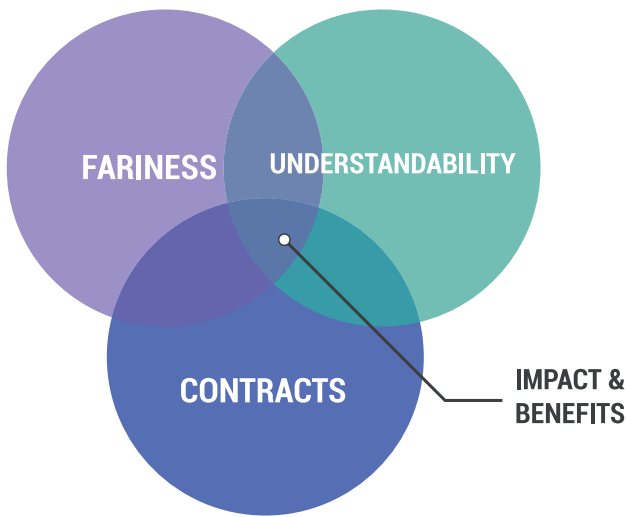


Figure 12: Research scope

As already mentioned, the stakeholders involved in an employment contract are usually the employer and the employee, who are the end-users of the contract. Additionally, there are other relevant stakeholders who also play an important role in the creation and execution of the contract, the law experts, i.e., HR managers, lawyers and judges.



EMPLOYEE

The employers will assign tasks to the employees and provide them with the necessary tools for the development of the activities of the business. Additionally, they will make sure that their work conditions are safe. They are usually represented by the Human Resources department, but this depends on the company. Another possibility, is to have an external consultancy in charge of the management of employees and hiring related processes.



EMPLOYEE

The employees are in charge of performing the tasks & duties assigned by the employer. Among employees different needs and capabilities are present, and they might vary depending on their personal circumstances and experience.



WHAT MAKES A CONTRACT LEGALLY BINDING?

When creating a contract, of any type, it is important that this complies with the law to enable future implementation. This section explains which are the four basic elements that should be present in a contract in order to ensure its legal validity.

1 AGREEMENT

» **Agreement:** there must be an offer made by one of the parties to the other, this element is not legally binding by itself (Johnson, n.d.) . Therefore, there is an acceptance, which can be represented as the signature of the contract (Hutchison, 2018).

2 CAPACITY

» **Capacity:** the ability of all the parties involved to understand the terms and conditions of the agreement (Johnson, n.d.), this includes also the court (Hutchison, 2018). However, there are certain people who can lack the capacity of entering to a contract, for example, under 18 or people unable to understand the terms of the contract due to mental health conditions or under the effect of drugs.

3 CONSIDERATION

» **Consideration:** value exchange is key for the contract to be binding, it does not have to be adequate or sufficient, but there must be some consideration (Johnson, n.d.). For example, if you decide to sell your car for free there is no consideration; however, if you ask for 1€, there is a consideration.

4 INTENTION

» **Intention:** there must be an intention that the parties involved want to be involved in a legally binding contract, as not every agreement can be considered a contract (Hutchison, 2018)(Johnson, n.d.).

CONTRACTS AS A CONFRONTATION

Current contracts present several problems and difficulties as explained on the section 2.3.1 Why contracts are not working?. One of the main problems, which is the result of the others, is that **contracts are a source of conflict.**

The reason is that the contracts are set-up more as tool for litigation than for agreement (Levine, 2002). This protection theory emerged in order to avoid mistakes that resulted from past experiences. However, the reason for these type of conflicts is that there was not a good agreement from the base. In order to create successful agreements they should be designed from the perspective of collaboration and empowerment instead of protection (See Table 3: Types of agreements). To do so it is essential to create a common vision of what wants to be accomplished. All the important points should also be discussed to avoid misunderstandings. Additionally, according to research the design of employment contracts should be done in collaboration with employees

like managers and engineers, and not only rely on lawyers (Haapio et al. 2016). This is due to the fact that to create employment agreement there is knowledge regarding the roles and the processes of the company that the lawyers do not have. However, the most crucial and relevant element is the relationship build between the parties during the creation of the agreement, which is more important than the agreement itself (Levine, 2002).



Contracts are framed as a **confrontation** to prevent mistakes, however, this is not favorable for the relationship between the **parties**

- Steward Levine

No agreement	Legalistic agreement for protection	Results based on agreement
Implicit Conflict Chaos	Explicit Power Fear	Explicit Cooperation Results

Table 3: Types of agreements (Levine, 2002)

CONTRACTS AS AGREEMENTS

In order to create an agreement there are 3 essential aspects, that need to be taken into account: Negotiation & Exchange of information, The phenomenon of the agreement and the artifact of the agreement.

Additionally, according to Levine (2002), there are 3 elements which are basic for the creation of an effective agreement. These elements are relevant when designing the new type of employment contracts as they will be essential in order to set-up a good base for collaboration between employer and employee.



Image XX: Elements for an effective agreement



NEGOTIATION & EXCHANGE OF INFORMATION

In this part both parties, employer and employee define the responsibilities and the expectations they have on eachother. They will negotiate which is te value exchagne and additionally, they will create a vision of what they want to accomplish together.



THE PHENOMENON OF THE AGREEMENT

"Yes, I trust we have an agreement". Where parties are committed to accept the agreement This part is not only necessary for an agreement to effective, but also for it to be legally binding. If one of the parts is not willing to accept it, then it does not have legal validity



THE ARTIFACT OF THE AGREEMENT

The written document is the artifact of the agreement. In this case the document is the employment contract that communicates the provisions of the agreement and that is the result of the negotiation process.

## FRAMEWORK: 10 STEPS FOR AN EFFECTIVE AGREEMENT

As a conclusion derived from the analysis of effective agreements Levine (2002), developed a framework based on 10 steps in order to create Effective Agreements. This framework (See Figure 14: How to create effective agreements?) will be used as the base to structure the content and the process of the creation of the contract.

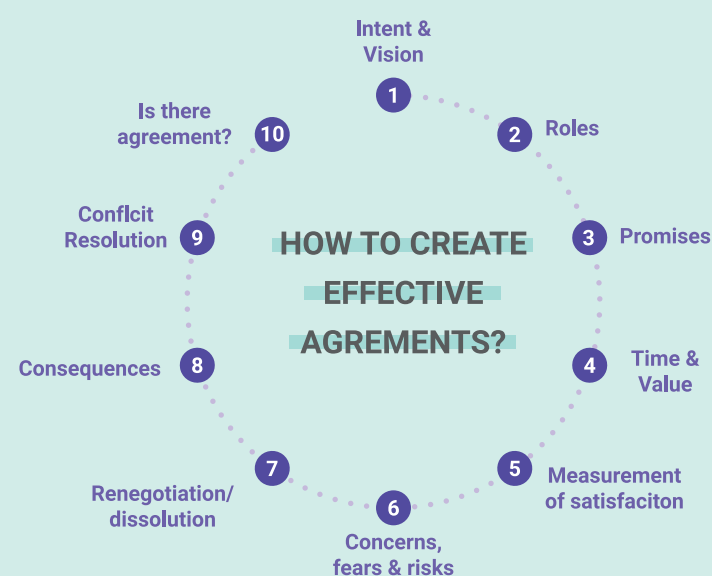


Figure 14: How to create effective agreements?

The positive aspect of using this framework is that it follows an easy and logic process, understandable for the end-users (employer and employees) and that does not use complex legal terms or processes.

## 3.2.3 Understandability

### VISUAL CONTRACTS IMPROVE UNDERSTANDABILITY

The visualization of contracts is one of the elements used in preventive and proactive contracting (Passera, 2017). The idea of proactive contracting is to create a professional relationship where the contractual provisions are clear and understandable for all the stakeholders (Berger-Walliser et al., 2011). However, the term visualization is ambiguous and it can represent different types of visual communication. Visualization covers a range that goes from a structuring layout and typography design (Tsygankova, 2016) to an interactive graphic user interface (Wong et al., 2015).

It has been proven that supporting text with images helps to increase comprehension (Dewan, 2015). Therefore, researchers on the field of contract visualization do not aim for a complete replacement of the text with images, but rather a complementation to exploit the potential of both elements (Passera, 2017).

Scientific research has proven that the brain is able to process images at very high speeds, up to 13 milliseconds per image. (Potter et al., 2013). The image processing is not only faster than words, but it is also more effortless and easier to remember than written text (Dewan, 2015). Additionally, nowadays, thanks to smartphones and social media there is a growing tendency which is shifting the communication of information from text towards visual content (pictures, infographics, videos, etc.) (Pant, 2015).

However, written text is also an important element for communication which allows to convey a concrete message. The difficulty within the legal systems, and more specifically in contracting, is the use of legal terminology that targets law experts and results complex for the end-user (citizens or business) (Berger-Walliser et al., 2011). Therefore, in order to communicate this information in a more clear and understandable way the use of plain language is an important element to create visual contracts.

### TYPES OF VISUAL CONTRACTS

There are different patterns for visualization of information that are used within visual contracts. However, as explained before, visual contracts and legal design are a relatively new tool (Mitchell, 2018). For that reason, these categories might not be complete but just the result of what has been developed so far. These patterns have been classified in the following categories:

#### 1 » Visual organization and structuring patterns

This type of patterns are only focused on organizing and structuring the text of the document (Passera, 2017). The purpose is to make the documents easier to scan, therefore they use layout and typography design, to classify the information and highlight the most relevant content (See Figure 15: Example of Visual organization and structuring patterns). There are concrete sets of elements that can be used to create these patterns, e.g., Clause summaries, business terms first, FAQ-style headings, highlights (IACCM, 2019).

#### 2 » Multimodal document pattern:

These patterns help to create contracts which are more visual as they integrate text and images together (Passera, 2017). In these documents, the text is narrated by the visuals in it (See Figure 16: Example of Multimodal document pattern), easing its comprehension by the user who can already understand the context without reading the text.

#### 3 » Visual representations patterns:

These type of patterns are used to communicate the content and logic of the contracts using pictorial representations (Passera, 2017). Visual representations aim to clarify the text, using visual communication. They are used to draw abstract relationship and actually, they are complementary to the text. This means that if one of both parts is missing the message cannot be communicated (See Figure 17: Example of Visual representations patterns). Inside the visual representation patterns, there are a set of different elements that can recurrently be used in the creation of legal documents, e.g. flowcharts, tables, timelines, swimlanes, companion icons, delivery diagrams (Passera, 2017; IACCM, 2019).

## 1 » Visual organization and structuring patterns

**1. What is this document about?**

- This agreement is a binding legal contract between you and BuzzSumo.
- You may not use any Services without agreeing to this agreement; we provide the Services only on these terms.

When you use the BuzzSumo App you agree to these terms and our Privacy Policy.

**2. Using the services**

- The Services are available only to non-consumers, for their internal, business use.
- If we discover that you are a consumer, we will terminate this agreement immediately.
- To access the Services, you have to create an account (either yourself or via a User in your company who creates an account for you).
- Each User login credential is individual to that User and cannot be used by anybody else.
- You will only allow the number of Users to use the Paid App that you have purchased under your Subscription Plan.
- We may make some Services available for limited use without requiring you to register.
- We may change the Services that are available to unregistered users or the Free App at any time.

The BuzzSumo App is only for business use and you have to create an account to use it.

If we allow you to use the Free App without an account, its use is limited and we can revoke it.

**3. Subscription and Payments**

- Create an account
- Start your Trial Period (free use of the Paid App)
- Your Trial Period ends: now what?
- Choose a paid Subscription Plan... or choose the limited Free App
- Pay for the Term of your subscription
- Enjoy BuzzSumo!
- Your subscription renews automatically...
- ... but you can cancel it by telling us so at least 10 days before it automatically renews

Figure 15: Example of Visual organization and structuring patterns

Source: Buzzsumo Terms of Service by Stefania Passera

## 2 » Multimodal document pattern:

**3 WEEK PROBATION**

**CONTRACT OF EMPLOYMENT**

**WHAT?**

Figure 16: Example of Multimodal document pattern

Source: Fruit Picker contract pages by Jincom / Rob de Rooy

Contract of employment by Creative Contracts

## 3 » Visual representations patterns:

**Visuele vertaling van de privacy verklaring van Facebook**

In deze visuele vertaling van de privacy verklaring van Facebook ontdek je wat Facebook over jou weet, wat Facebook met jouw gegevens doet en met wie Facebook jouw gegevens deelt.

Klik op bollen of gebruiken het menu om antwoord te krijgen op al jouw vragen.

- Wat weet Facebook van mij?
- Wat doet Facebook met mijn gegevens?
- Met wie worden mijn gegevens gedeeld?

Deze visuele vertaling is een interpretatie van de privacy verklaring van Facebook gemaakt door VisueleVoorwaarden. Ondanks dat we getracht hebben zo zorgvuldig mogelijk te zijn, kan deze visuele vertaling fouten bevatten en hoeft dus niet accuraat te zijn. Meer info >

**Wat weet Facebook over mij?**

Facebook verzamelt veel over je.

Zowel wat je op Facebook doet als wat je buiten Facebook doet.

Facebook verzamelt niet alleen informatie die je zelf op Facebook deelt, maar houdt ook jou, tussen jou en je vrienden en ook veel informatie via jouw...

Klik op de blokken voor meer...

- Wat je op Facebook doet
- Wat je buiten Facebook doet

**Netwerk en connecties**

**Jouw interactie met anderen**

Facebook houdt bij met welke personen en groepen je bent verbonden. Wat je over personen schrijft, deelt of de contactgegevens van anderen die je uploadt.

**De interactie van anderen met jou**

Facebook houdt ook bij hoe anderen met je omgaan. Zoals bijvoorbeeld een foto van je delen, je een bericht sturen of contactgegevens van je uploaden, synchroniseren of importeren.

Gegevens die Facebook krijgt via jouw mobiel of computer

Wat Facebookbedrijven delen

Wat partners en adverteerders delen

Deze visuele vertaling is een interpretatie van de privacy verklaring van Facebook gemaakt door VisueleVoorwaarden. Ondanks dat we getracht hebben zo zorgvuldig mogelijk te zijn, kan deze visuele vertaling fouten bevatten en hoeft dus niet accuraat te zijn. Meer info >

Figure 17: Example of Visual representations pattern

Source: Visual Contracts Facebook Privacy Statement



THE USE OF PLAIN LEGAL LANGUAGE

The definition of plain language according to the Plain writing Act of 2010 is “Writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience.” (Plain Language gov, 2010). This vision aligns with the Human-Centered Design approach which has the end-user as the focus for its design.

Plain language is starting to be widely adopted, an example, is the Adobe Legal Department Legal Style Guide (Adobe, 2015). This guide helps in a more clear and concise way of communication with the end-users. There are several benefits that are derived from the use of legal language:

- » **Eases comprehension:** as the language used is simple and direct (Plain Language gov, 2010)
  - » **Communicates the message effectively:** as the message is understood quicker in the shortest time possible (Plain Language gov, 2010)
  - » **Avoid disputes:** as the message is communicated clearly, the terms are understood by all the users, helping to avoid conflicts due to misunderstandings (Michalsons, 2014)
- Below, there is an example of the before and after of a clause in a Tenancy agreement, where the same clause has been worked out in plain language. Is possible to see how the amount of text has complexity has been drastically reduced.

ORIGINAL CLAUSE

*“It is hereby recorded that at the time of the conclusion of this Agreement, the Premises were in a good state of repair and condition, and that all keys, locks, glass windows, electrical installations, sanitary-ware, sewerage pipes, stoves, water taps, geysers and other appurtenances including all the movable items specified in the Inventory annexed hereto (“the goods”), were likewise in good order and condition. Should the Lessee at the time of taking occupation of the Premises discover any defect/s in the Premises and/or any of the goods, he shall within 3 (three) days of such occupation give written notice of such defect/s to the Estate Agent or (if so directed in writing by the Estate Agent at the time of conclusion of this Agreement) the Lessor. Failure on the part of the Lessee to give such notice shall be deemed to be an acknowledgement on his part that the whole of the Premises including all the goods, were in a good and proper state of repair and condition at the time he took occupation.*

*It is specifically recorded that any notice given by the Lessee in terms of clause 12.1 shall not confer any obligation on the Lessor to repair the Premises or the goods concerned, the intention being that such notice will serve only to record the state of repair in which the Lessee took occupation of the Premises and the goods. It is furthermore specifically recorded that, save as is otherwise provided in this Agreement, the Lessor shall not be obliged to effect repairs to or maintain the Premises or the goods, and the Lessee shall not be entitled to withhold the Rental or to claim any refund in respect of Rental paid by reason of any defect/s whatsoever in the Premises or the goods.”*

CLAUSE IN PLAIN LEGAL LANGUAGE

*“Tenant will, within seven calendar days of the Commencement Date, notify Landlord in Writing of any defects. Tenant’s failure to do so will constitute an acknowledgement by Tenant that the Premises are in good and proper state of repair and condition. A notice of defects will not oblige Landlord to rectify the defect, but records the state and condition of the Premises on the Commencement Date.”*

Source: Michalsons, 2014

WHY IS BENEFICIAL TO USE VISUAL CONTRACTS?

- The use of visual contracts has a positive impact in several aspects like understandability, relationships and conflict avoidance. As follows, the benefits of using this tool will be explained:
- » Visual contracts are more understandable for both the end-users and the law experts than the legal text documents (Passera, 2017; IACCM 2019). T
  - » The user experience of the contract use is improved, as the relevant information is highlighted and clearly communicated (Mitchell, 2018) .
  - » These documents, improve the relationships between the parties of the agreement as it increases the trust and promotes relationship building (Passera, 2017). These documents are more transparent and honest, which applied to the context of employment contracts creates greater engagement from the employees perspective.

BENEFITS FOR CONTRACT CREATORS

- According to the research from Passera (2017), for the contract creators, like lawyers or law experts, the use of visual contracts is also beneficial:
- » Using visualizations will help them to frame and define the knowledge more clearly
  - » It will allow them to involve other stakeholders in the process of creation of the contract. The exclusion of complex legal terms will allow to involve people that can help to create better agreements (e.g., engineers or managers who hold more knowledge regarding the positions and processes within the company) (Haapio et al., 2016)
  - » They are useful tool to use for negotiations as the information is communicated in a very efficient way, allowing the stakeholder involved to save time.



The **use of visual contracts** bring numerous **benefits**, and also, help to **improve the understandability** of legal documents for all the stakeholders involved. In this case, this means employers, employees, and law experts or contract creators

### 3.2.4 Fairness

#### WHAT IS FAIRNESS?

The definition of fairness according to the Online Cambridge Dictionary says that “is the quality of treating people equally or in a way that is right or reasonable”. However, the way that people perceive what is right or reasonable can be subjective and different actors might perceive it differently (Tyler & Lind, 1992). In the context of employment contracts, fairness is an essential part of the agreement as it is the mechanism that contributes to ensure the well-being of the parties involved.

A lot of research has been done with the aim of obtaining a common definition, but due to its complexity is very dependent on the context and on perception, therefore, no agreement has been reached. Therefore, a literature review on fairness and on its perception has been performed with the aim of defining what fairness is in the current context.

#### TYPES OF FAIRNESS

So far three different ways of perceiving and evaluating fairness have been identified: equality, equity, and deservedness (See Figure 18: Types of fairness).

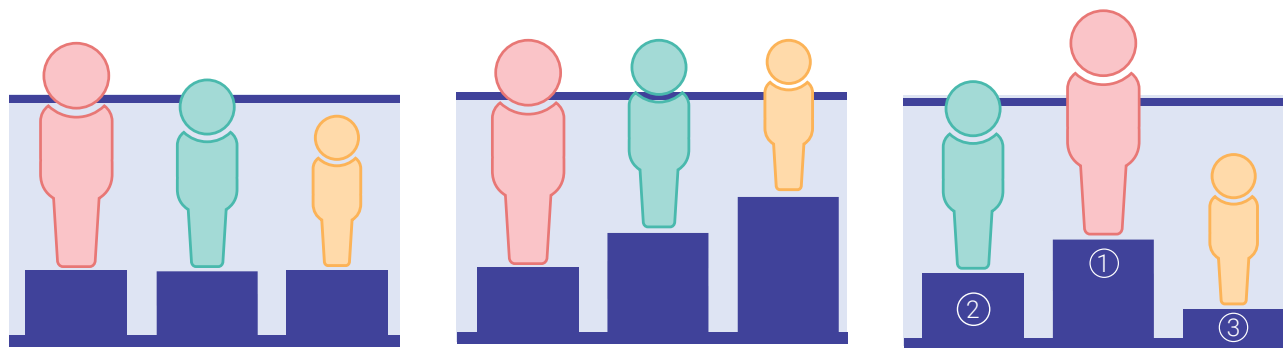


Figure 18: Types of fairness

#### » Equality

Everyone receives the same and has to contribute in the same way, there is no consideration on the specific needs or the situation of the individual (Dobrin, 2012). This is a limitation, as not everyone might need or be able to use the same (Jenkins, 2003). For example, everyone has to pay the same price for cup of coffee in a cafe, regardless of their age, gender or condition. It is based on an equal outcome of the situation regardless of the necessities that each specific individual might have.

#### » Equity

What is received by each individual is based on their needs, the one that has more can provide with more in order to help the individuals to achieve the same level (Dickerson, 2013). In this case, there is already an assumption that motivation of the individual might disappear as their needs will be covered. For example, this is the case of taxes where the people who earn more contribute with a bigger quantity than the people who have a lower income. A sense of belonging and community is necessary in order to make this type of fairness successful.

#### » Deservedness

The outcome is based on the contribution of the individual. In this case, the more you contribute the more you will obtain, if you don't contribute you will not obtain anything (Dobrin, 2012) (Dickerson, 2013). However, everyone is provided with the opportunity of contributing and has the same starting point, depends on the individual performance or abilities (Jenkins, 2003). For example, when you work you get paid based on the number of hours that you work, the more hours you work the more money you will receive. This fairness is based on the ambition and capabilities of each individual to contribute.

#### PERCEPTION OF FAIRNESS

The fairness theory creates a new model of social justice based on assigning the blame, accountability for the actions or decisions taken. In case the decision impacts the well-being of a person and there is someone that can be accountable then it can be considered social injustice (Folger & Cropanzano, 2001). The relationship between the actors involved in this process has an impact on the evaluation of fairness (Kouchaki & Netchaeva, 2015). Additionally, it can be evaluated at two levels which are correlated: fairness of outcomes and fairness of procedures. On the fairness of outcome, what is evaluated is only the result meanwhile on the procedure the process is what matters regardless of the outcome, an example could be recruitment processes when finding a job. If the process is the same for everyone, then it will appear to be fair, even if in the end the individual did not get the job. In the case of the fairness of outcome, the only thing that matters is if the result is favorable for the individual or not.

According to the Reference Cognitions Theory (RCT), people tend to have a feeling of injustice when they are in a disadvantaged position (Folger & Cropanzano, 2001). If we extrapolate this to employment relationships, usually the employee is the one in disadvantage position and, therefore, who experiences the injustice.

#### WHY IS FAIRNESS IN CONTRACTS IMPORTANT?

The perception of fairness generates engagement of employees within the organization, (Folger & Cropanzano, 2001; Fehr & Schmidt, 2000). If individuals perceive this fair treatment they are more likely to collaborate for the common profit, rather than for their own individual benefit (Folger & Cropanzano, 2001), therefore, it is important that it is implemented at the beginning of the labor relationship. (See Section 2.3.3 The need for fairness)

#### WHAT INFLUENCES THE PERCEPTION OF FAIRNESS?

According to Tyler & Lind (1992), there are several elements that affect the perception of fairness of an outcome or a procedure:

- » Being given the possibility of **expressing concerns and needs to authorities**
- » Being treated with **respect and dignity**.
- » And if the authority seems **to be including** or excluding the person (having their opinion into account).
- » If the authority, in other words decision makers, consists of a group of people or a single individual and if the person is able to **identify himself with that group** (Kouchaki & Netchaeva, 2015)

This demonstrates that there is a big relevance on the fairness of the procedure and not only on the outcome, as a big part of it linked to the relationship between the authority that took the decision and the individual whose well-being is affected (Kouchaki & Netchaeva, 2015). Therefore, in the context of the employment contracts, if we want that fairness is perceived by the employee, the one on a disadvantaged position, it is important that we look at the whole procedure of creation of a contract and not only to the final outcome, in this case, the contract.



The **different types of fairness** show that there is **not an absolute truth** regarding fairness. Additionally, the **perception of fairness** regarding a decision, for example defining the conditions of an employment contract, can be influenced by elements that depend on both, the **outcome** and the **process of decision making**.

### 3.2.5 Fairness & Well-being in employment contracts

This section will cover the relationship between fairness and an employment contract. An important element within this is the legal awareness, which applied to this context is related to the acquaint of oneself rights. Due to the complexity of the law and, in some cases due to illiteracy, it is common that some employees lack legal awareness (Kumar, 2013). They do not know their rights and as a consequence, they cannot claim them. This, may influence the perception of fairness, where an agreement is perceived as fair when it is not (Gramatikov et al., 2018). As a protective measure towards this, the labour law exists in order to make sure that the employers comply with minimum standards. However, is this enough to make sure that the agreement is fair?

#### WHAT DOES THE LAW STATE AS FAIR?

There are several elements that are included in a contract by default. These elements are related to different parts of the agreement and conditions for the stakeholders involved that are important to take into account to make the agreement clear and safeguard the rights of the stakeholders. The Wage Indicator Foundation has created an overview per country of which are minimum conditions to comply with the law (Ahmad, Dragstra, & Peuchen, 2019). The purpose was to offer a tool to the employees to evaluate if their agreement meets the decent work standards. As follows, an overview of the different categories that are relevant for the contracts in The Netherlands: Work & Wages: the wage amount and the payment practicalities.

These are the standard aspects which are addressed in a contract. However empirical research, which can be found in Section 3.3 Empirical Research proved that it is not perceived as fair enough by the employees. Therefore, further research on the fairness as the well-being of the parties was performed in the following section.

#### CLAUSES & CONDITIONS OF AN STANDARD EMPLOYMENT CONTRACT

- » **Compensation:** the compensation given when performing extraordinary work (work at night, public holidays, extra-hours, etc.).
- » **Annual Leave & Holidays:** amount of paid leaves, public holidays and resting periods.
- » **Employment security:** the employee's protection against the employer (termination of contract, probation period, etc.).
- » **Family Responsibilities:** paternity leave, parental leave, work-family balance.
- » **Maternity & Work:** maternity leave, coverage of medical costs.
- » **Health & Safety:** working conditions/ environment (clothing, training, regular inspections, etc.).
- » **Sick Leave & Employment Injury Benefits:** paid sick leave, access to medical care, secure employment position, compensation in case of injury.
- » **Social Security:** pension, compensation in case of death, unemployment benefit, invalidity benefit.
- » **Fair Treatment:** equal pay, sexual harassment policy, no-discrimination
- » **Minors and Youth:** employment regulations of under 18 and under 15
- » **Forced Labour:** employment termination, amount of weekly working hours, etc.
- » **Trade union rights:** freedom to collective bargaining and the right to labour union and strikes.

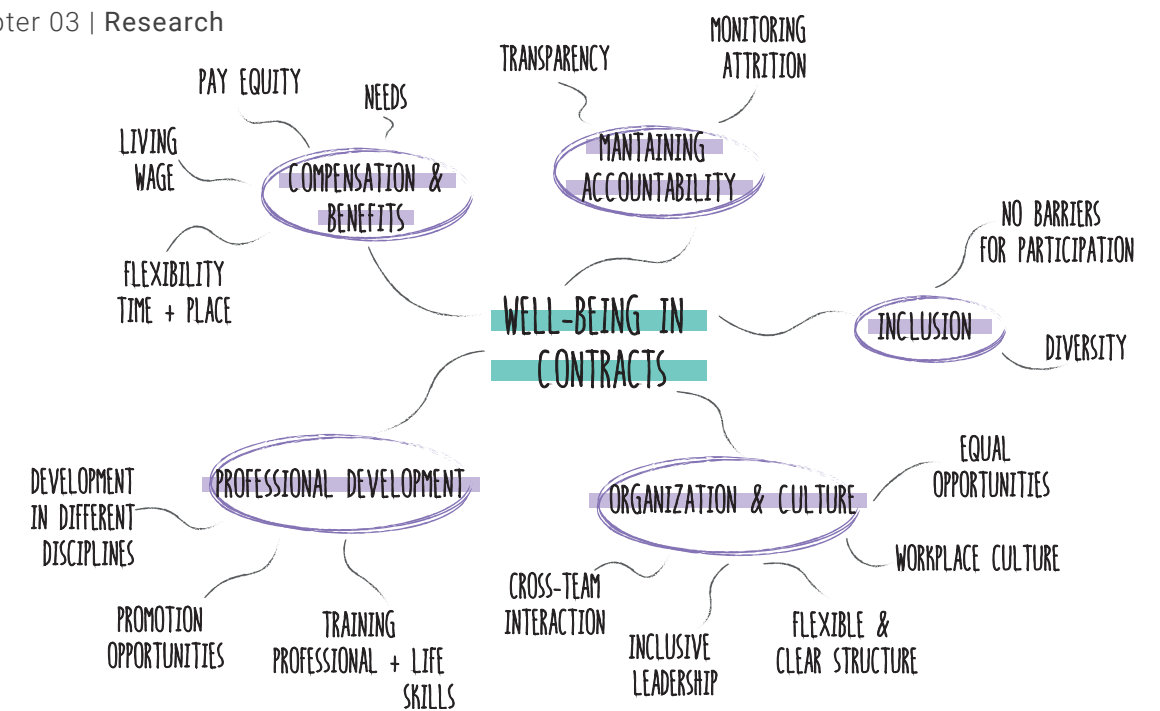


Figure 19: Well-being in contracts

#### WELL-BEING IN LABOUR CONTRACTS

B-Corp certificate is a hallmark that measures company's entire social and environmental performance. It is provided to companies that have a high positive impact and that meet the transparency and legal accountability parameters. They evaluate the overall impact of the company, including the relationship with workers. They have created a guide with recommendations on how to engage the workforce (B Lab, 2017). This guide pays attention to certain parameters that are connected to the well-being and the conditions of the workers (See Figure 19: Well-being in contracts, to get an overview).

These aspects of the work-life of the employee are not always considered in the contract or in the labour law. The guide looks at aspects related to: compensation & benefits, accountability, inclusion, professional development, and organization & culture. Some of these are very essential for the perception of fairness and can also be very helpful to align the employer and the employee. The most tangible example maybe is the employee's wage.

#### COMPENSATION AND BENEFITS: EMPLOYEE'S WAGE

The law establishes a minimum wage salary, which should be enough to allow an employee to have a living. However, there are several organizations that have arisen, like is the case of Living Wage Foundation or the Global Living Wage Coalition (GLWC), that researches on the actual cost of living per region/country and sets new standards

for the minimum wage (Living Wage Foundation, 2018; Global Living Wage Coalition, 2019). This concludes that the minimum wages established by law are not enough. Indicators that can help to adjust the wage of an employee, within the company:

- » **High to Low pay ratio:** measures the extent to which a business maintains equity in salaries among its highest- and lowest-earning employees. Income equity is an indicator that wealth is distributed throughout the business so that as a business excels, all of its employees reap the benefits.
- » **Inflation rate compensation adjustments:** By increasing wages at or beyond the cost of living, businesses maintain the financial security and quality of life of their employees and their families. By paying at a rate that is at or above the rate of inflation, businesses can reduce staff turnover, increase workers' morale and loyalty, reduce absenteeism, increase productivity, and strengthen recruitment.

The compensation was an example, however there are several aspects, like the ones mentioned on the guide that if considered by the employer when creating the labour contracts they will help to their development and improve the engagement of the employees. From the fairness perspective these elements seek for the well-being of the employee, aiding to close the power difference gap and providing the employee with more tools for their own personal development.



### 3.2.6 Desk Research Conclusions

As the problem definition stated the contracts present difficulties, especially, in understanding, the reasons are that their message is not communicated adequately for the target group (employers and employees) and, moreover, that they are framed as confrontations and tools for litigation. This, transforms contracts in sources of conflict, however, the research concluded that by taking a different approach in which the goal is to create an agreement changes the focus from litigation to the seek of well-being.

The research on **fairness research demonstrated that it is subjective and that there are different factors that influence its perception**. In the context of employment contracts, the relationship between the employer and employee is a crucial element for the perception of fairness. How to create this strong relationship, will be further explored during the empirical research due to its relevance. Additionally, feeling listened and taken into account by the other party also impacts the fairness perception. However, there is another factor which may distort the perception: the lack of legal awareness. **Due to ignorance of the law, the provisions of the agreement might be perceived as fair just because they have not been correctly understood**. Is important to put attention to these point in order to safeguard the interests of the parties. This lead to a new definition of what is fairness specifically in the context of employment contracts: **"Fairness is the sum of two elements: the understandability and the evaluation of provisions of the agreement"** (See Figure 20: *Definition of fairness in employment contracts*). This definition might nevertheless be applicable in other type of contracts too.

First, the **understandability that can be defined as the qualitative understanding you have from the contract**. As it has already been explained this part is essential as it can distort the perception of justice and translate into a source of conflict that will damage the relationship between the employer and the employee. Moreover, a proper understanding of the provisions of a contract is underpinning, as it is one of the compliances to make it legally binding.

Second, the fairness of the provisions of the agreement which is more subjective to each individual. It consists on **the evaluation of the provisions to decide if the trade offsets**. In order words, am I getting enough for what I am giving? Within the provisions, there are two layers, the one focused on protection and that consists of what the law establishes, and the second one which is focused on the well-being of the parties.

Finally, the last field that has been researched is the understandability of the contracts. **The use of visual contracts contributes to it thanks to the use of plain language and visual communication**. This two elements help in processing in more quick and clear way. However, it is important that the style and the type of visual communication is targeted to the stakeholders adapting to the specific context and needs.

#### DEFINITION OF FAIRNESS



**"Fairness** is the sum of two elements: the understandability and the evaluation of provisions of the agreement"

Figure 20: Definition of fairness in employment contracts



#### KEY TAKEAWAYS OF THE DESK RESEARCH

- » An approach that frames contracts as agreements with clear goals and provisions is more likely to avoid conflicts and create better labour relationships.
- » The relationship between the parties is more important than the contract.
- » Fairness is subjective and dependent of the situation, the type of relationship between the parties influences its perception.
- » In this context fairness is defined as: "The sum of two elements: the understandability and the provisions of the agreement"
- » Visual contracts can help in the communication of the information.

## 3.3 Empirical Research

### 3.3.1 Goal & Procedure

This section narrates the empirical research that has been conducted in addition to the desk research. The aim was to collect more qualitative information from the main stakeholders perspective. In order to do so, a total of eight semi-structured interviews were conducted with employers, employees and law experts about the process of contracting, their needs and concerns.

#### INTERVIEW GOALS

The main goal of the semi-structured interviews was to obtain information directly from the main stakeholders perspective, as these are the end-users and creators of the contracts and the design should be tailored to their needs. Three main focus points have been defined at the beginning of the empirical research to specify the focus of the interviews and ensure that the right information was gathered. The three goals are explained as follows:

#### 1 » To map out the journey of contracts

It is relevant to understand which are the steps that happen during, before and after the contract to obtain an overview that allows to identify possible opportunities for improvement. Also, it is essential to define the exact scope in which the project will focus as due to time the time limit it will not be possible to address every phase.

#### 2 » To identify the needs and concerns of the stakeholders during the contracting process

It is important to understand from the end-users perspective how the contract is perceived and how it makes them feel. In this way, the most critic pain points in the process or in the contract itself will be identified. Later on, the design can address these elements in order to tailor the contract to the stakeholders.



Figure 21: Interview with an employee

#### 3 » To understand which elements are important in the labour agreement

As the research on fairness concluded to have a good relationship between the employer and the employee favours the perception of fairness. Therefore, by identifying which are these key elements it will be possible to understand how to nurture them since the beginning of the contracting process. Also, the perspective of fairness is researched within this goal, in order to confirm if the results of the desk research are actually pointing out in the right direction.

#### RESEARCH APPROACH

The goals of the empirical tried to cover a big range of information and different stakeholders, for this reason it was necessary to choose a suitable research method. The chosen approach was to conduct semi-structured interviews, as this method is flexible and suitable for data collection and knowledge production (Kvale & Brinkmann, 2009). The research was based on one-on-one interviews which followed predefined guidelines (See Appendix A | Interview Material ) with a set of around 10-12 questions. These guidelines were adapted depending on the type of stakeholder (employer, employee or law expert), as each one played a different role in the contracting process. A total of eight interviews were conducted and the duration of each interview was of around 45-60 minutes. Next, an overview of the interviewees is presented:

#### SEMI-STRUCTURED INTERVIEWS WITH:

##### 2 LAW EXPERTS

Law professors and law consultant

##### 2 EMPLOYERS

CEO's of small companies.

##### 4 EMPLOYEES

Some of them with only a few years of work experience and others with long experience

#### ANALYSIS OF THE INFORMATION

After the interviews the information was analyzed and the most relevant insights from each of the interviews were accommodated into statement cards (See Appendix B | Statement Cards & Clustering). Statement cards, are cards which gather the literal quotes of the interviewees, and that are reinterpreted by the researcher into relevant insights (Sanders & Stappers, 2012). This method was chosen as analysis method as the statement cards provide the context of the information, and at the same time they uncover the meaning of the sentence, giving to the researcher a whole picture of the information that transforms the data into knowledge. Once all of these insights have been gathered into different statement cards (See Figure 23: Cluster of Statement cards), and later on clustered into different categories to find patterns and classify the information.



Figure 22: Cluster of Statement cards



### 3.3.2 Results of the empirical research

The analysis of the results of the research lead to answer several questions. In the first place, it was possible to map out the process of the creation of contract. This served as the base to develop a journey map in which it was possible to explain the concerns and needs of the stakeholders at different stages of the contract and identify pain points. Additionally, other relevant insights regarding fairness perception and important elements to create a good labour relationship were also uncovered during the empirical research and are narrated further in this section.

#### CONTRACT CREATION PROCESS

The contract creation process was created first mapped out based on assumptions and general knowledge and later on contrasted during the interviews with the different stakeholders. Is important to highlight that the process might be different depending on the employer, however, these are the most common steps in the process. An overview in the shape of an infographic below (See Figure 23: 9 Steps in a contract process)



Figure 23: 9 Steps in a contract process



Figure 24: Interview with an employee

#### FAIRNESS ACCORDING TO STAKEHOLDERS

During the interviews, fairness was one of the main topics that were researched. The goal was to understand the users perspective on this topic, especially, applied to the context of employment contracts. As follows the main insights retrieved are presented, supported by some quotes from the stakeholders that were interviewed.

##### » Fair contracts should cover basic needs of employees.

Employees perceive that contracts should at least cover their basic needs and allow them to make a living. Other benefits for well-being should be dependant on contribution.

###### Employee

"The ideal model would be a fixed part and a variable part. There must be some basic conditions and variable conditions."

###### Employer

"There should be limits, not everyone should earn the same but basic needs should be covered."

##### » Labour law does not warrantee fairness, neither basic needs.

It is perceived that the law system in some countries does not protect the employee enough cover their basic needs.

###### Law Expert

"Is not always fair, (what law states) there are categories where the employees don't earn much for all the time they work."

##### » Equality of opportunities is perceived as fair.

Equality is perceived as the fairest option in most cases from the employee's side. However, employers and some employees propose an alternative model in which there is a combination between equity and equality: there are basic benefits which are the same for everyone (equality) and depending on your contribution you can obtain more.

###### Employee

"Everyone should be able to have the same opportunities in the labour market. I think that is fair that they give you the opportunity to do it if you want."

##### » Feeling respected, listened and valued increases fairness

If during the process of the creation of the contract the employee feels listened and valued the procedure is perceived as fair and a good relationship is created.

###### Employee

"The termination of the contract was easy. I just notified it to them. It was trust and respect both ways. That's why the relationship worked so well."

##### » Trust on each other is essential for the perception of fairness.

The relationship between the two parties, employer and employee, should be based on trust.

###### Employee

"I think that the most fair type of contracting is equitable. Because it is based on the trust that you are going to work and it gives you the opportunity to do so"

###### Employee

"The law doesn't protect you, which is the source of not trust (...) I feel in a disadvantaged position."

##### » Current contracts are not transparent.

They don't hold enough information as they refer to the collective agreements or other documents.

###### Law Expert

"The contracts are usually very aseptic, as they don't hold a lot of information and everything is on the labour agreement."

CONTRACT CREATION JOURNEY MAP

The journey map (See Table 4: Contract Creation Journey Map) gathers the needs and concerns of the main end-users of contracts during the creation of the contract. Although there are 9 steps in this process only relevant information was found on the first 6 steps, therefore, the following journey map only covers that part. However, it would be interesting on future research to map out the rest of the contract, as there might be some interesting opportunities that can help to better shape the future of contracts by giving them a new meaning.

In this journey map each of the phases is described altogether with the needs, goals expectations and concerns of the employers and employees. Additionally, the pain points and opportunities of each phase of the process have been identified.

		Before Contract		Contract Creation			Validity of contract	
		Early Call/ Open Position	Interview & Recruitment	Offer		Contract Negotiation	Signing the contract	Entry into force & performance
Description		There is an open position for a job and the employee applies for the job	There is a meeting between the employer and the potential employee to see if there is an alignment of requirements and vision	The company chooses the candidate for the position and makes an offer with the conditions of the agreement		Both parties sit & discuss the conditions of the agreement	Both of the parties have reached an agreement on the terms and conditions of the agreement and have a clear vision of which are their commitments	The employee starts to work for the company
Employee	Needs	Finding a job/ Finding a better position	See if there is alignment for collaboration	Time to reflect, good working conditions and compensation		Feel comfortable for the negotiation	Time to reflect on the choice	Transparency, Flexibility, Independence, profesional/personal development
	Goals	Be selected for the next phase	Get the position offered	Improve the previous working conditions		Obtain the best working conditions possible	To have a clear understanding of the conditions and feel "you made the right choice"	Align with the team and the company
	Expectations	The position meets the description	Find more information about the position, feel comfortable during the interview	That the conditions are as good as the ones from their previous contract		That the conditions are at least as good as the ones from their previous contract	Aligned with the negotiation	That the position and the philosophy and values of the company are as described
	Concerns	The position is aligned with capabilities and needs	Make a good impression on the employer	Practical Matters: salary, space, working hours, holidays, benefits, etc. Priorities are defined by the personal situation		They don't feel empowered for negotiation	Understanding the contract and rights, company's prospect, opportunities for personal/professional development,	Meet the expectations of the employer, be protected and have resources, integrate properly, knowing their rights
Employer	Needs	Cover a position (there can be a big time pressure)	To see if there is alignment with the candidate and the company	Be certain about the abilities of the candidate		To understand the needs of the employee		Responsibility, commitment, skills, integrations with the team
	Goals	Find the best candidate	To find out more information about the candidate	To make the most beneficial offer for the company		Obtaining the best offer possible	Be confident about the candidate	To obtain the best results of the employee
	Expectations	To find people capable of covering the position	To find the right candidate	To satisfy the needs of the employee				See the growth of the employee. That the employee shares his knowledge within the company
	Concerns	Employ people is risky (costs money, is an investment). Requires extra effort and is an stressful process	Evaluating properly their needs and capabilities ambitions. Requires extra effort and is an stressful process	Being able to make an engaging offer that has a balance between strategy and cost		To maintain the offer cost-effective for the company		That the contribution of the employee is cost-efficient
Problems/ Pain Points		<ul style="list-style-type: none"><li>Complicated to find qualified candidates for the position</li></ul>	<ul style="list-style-type: none"><li>The conversation is stressful and generates anxiety on the employee in particular.</li><li>Profiling of each candidate and selecting the right candidate</li></ul>	<ul style="list-style-type: none"><li>The employee feels pressured to make a decision</li></ul>		<ul style="list-style-type: none"><li>Lack of power balance</li><li>Difficult to manage expectations</li><li>Felt like a confrontation, not a negotiation</li><li>What is negotiable and what is not?</li></ul>	<ul style="list-style-type: none"><li>Once the contract has been written, apparently there are no more opportunities for negotiation.</li><li>The contracts do not hold all the information, they refer to labour agreement</li><li>The terms are not completely clear for the employee</li></ul>	<ul style="list-style-type: none"><li>There might be misalignment between reality and the employee's expectations</li><li>The employee doesn't know about his performance</li></ul>
Opportunities						<ul style="list-style-type: none"><li>Due to the lack of power balance, trust and feeling listened by the employer is key to allow good communication.</li><li>Also flexibility from both sides to compromise partially</li></ul>		<ul style="list-style-type: none"><li>The employer can show progress or give feedback.</li><li>Guide the employee to help him in their work</li></ul>

See Table 4: Contract Creation Journey Map

IDEAL LABOUR RELATIONSHIP

Another goal of the empirical research was to define the elements that both employers and employees value in their relationship. The main reason was that mapping out these elements can help to improve their relationship and increase the perception of fairness.

The result were 7 principles which helped to create the ideal labour relationship. A vision was created based on these elements (See Figure 25: Road to the ideal labour relationship).

7 PRINCIPLES FOR AN IDEAL LABOUR RELATIONSHIP

1. Trust

2. Communication

3. Respect

4. Transparency
5. Comprehension

6. Alignment

7. Loyalty



Figure 25: Road to the ideal labour relationship

3.3.3 Conclusion of empirical research

The empirical research allowed to confirm the initial assumptions on the contracting process and provided a more detailed overview on it. There journey map indicated that the employee usually does not feel empowered due to the power difference in several phases of the process (negotiation and signing contract). Additionally contracts are perceived as non-transparent elements as they usually do not even hold the basic information of the provisions, because they refer to other documents like the labour agreements. This, placed the employee a disadvantaged position, and does not positively contribute to the fairness perception.

In parallel to this, the interviews confirmed that fairness is a very subjective and abstract element which is dependant on multiple factors that surround it. Therefore, there it is not an absolute truth that will be universally accepted by all the contract users, employer and employees. The fairness will be specific to each particular case, and it is assumed that the law will be guaranteed on every agreement. This means that it is not possible to make the content of the contract fair but just to give the means to the users to evaluate the fairness on their agreements.

However, by identifying which elements are relevant and influence the perception of fairness it is possible to integrate them in contracts by making them visible and tangible. In the interviews and on the desk research fairness was represented in the shape of well-being of all the stakeholders, therefore, it is important that the contract

addresses the elements that support it. The specific are particular to each case, but there are common elements which are present on the stakeholders in general. On the one hand, the employers aim to ensure the continuity of their business, that is what well-being represents to them. Therefore, they put special attention into elements like employment sustainability, profiling the employee to assign the suitable position to their capabilities and having a workforce that delivers quality work.

On the other hand, in the case of the employee, the main concerns are focused on three specific areas: developing professionally (meeting employers expectations and improving their abilities and knowledge), having the chance to develop personally (to have a good life-work balance) and to obtain suitable benefits in exchange of the work (salary, vacation days, allowances, travel expenses, etc).

As a conclusion, although the specific provisions of the contract cannot be determined because they are particular to each case, and it is assumed that the law will be respected in all of the cases. It is important to define the type of content that needs to be addressed in the contract. In other words, is important to include the users concerns and ways in which these concerns will be addressed into the contract. The reason to do this, is that it will help to nurture the relationship between the parties and to set clear goals and expectations in the agreement. In order to be more effective, this relationship needs to be build since the beginning and the initial interactions between the employer and employee are essential to build a solid base.



KEY TAKEAWAYS OF THE EMPIRICAL RESEARCH

- » There is not an absolute truth to the perception of fairness, therefore, this project will address it from two perspectives:
  - » Which content, which is relevant for the users, should be present in the contract?
  - » How can the users more easily evaluate the fairness of this content?
- » The relationship between the parties is essential to build a good relationship
- » Contracts are not transparent as they do not specify all the terms of the agreement and use complex language
- » The ultimate goal of the employer and the employees is well-being
  - » For the employer well-being means: ensuring continuity of the business
  - » For the employee well-being means personal and professional development and adequate benefits in exchange of their work



## 3.4 Chapter Conclusion

### 3.4.1 Conclusion

The research approach for the first cycle was a **combination of desk and empirical research**. Each method served a different purpose as the way the information is collected and the source were different. The desk research aimed to provide an overview of the project scope in order to understand what considerations were necessary in the project and understand the possible connections between the three fields: contracts, understandability and fairness. The empirical research, was focused on introducing the stakeholders perspective into the project, as they contract should be tailored to end-users and cover their needs and expectations. This part was essential to understand which are the requirements to improve the well-being and identify the most critical pain-points in current contracts.

By researching the three topics; contracts, understandability and fairness, and after combining the stakeholders perspective, **it was possible to understand that the current approach of the contracts is not working and does not support the well-being of the parties**. Therefore, using an approach that frames the contract as agreements and sets clear goals in the labour relationship will help to orientate the efforts and establish clearer provisions. It was also identified that is necessary to **put more attention into the relationship between the parties**, in this case, the employer and the employee, as it has a bigger impact in the course of the agreement than in the contract itself. By creating a solid base of trust the parties will be more prone to openly discuss any possible conflicts that might arise during the agreement.

Regarding **fairness, it was possible to conclude that it is very subjective and dependant on the specific situation or the relationship of the parties**. For this reason, it was necessary to create a more concrete definition to make the term tangible and adapt it to the project context.

The result was that in the context of the employment contracts and in this project **"fairness is the sum of two elements: the understandability and the evaluation of the provisions of the agreement"**. Later on, the empirical research showed how particular the perception of fairness was to each case, confirming the initial assumption. This, re-directed the focus on fairness towards two aspects. The first one, in order for the contract to be perceived as fair it should include content which is relevant for the stakeholders. The second one, the contract should allow to easily evaluate the terms and conditions of the agreement.

These requirements are directly linked to the understandability of the contract. The desk research explained how the **use of visual contracts contributed positively to the understandability** as they include visual representations of information and use plain legal language instead of complex terms.

Finally, the empirical research allowed to map out the most relevant concerns of the stakeholders and their experience with the contracts. The results indicated that the contracts are not perceived as transparent as they do not hold all the information (for example, the obligations of the employer), or they refer to other documents (the labour agreement). Additionally, the users do not feel empowered during the negotiation phases due to the power difference. **Finally, a direct link between the fairness and the well-being of the stakeholders was identified both on the desk and on the empirical research**. The meaning of well-being from was focused on ensuring the continuity of the business. Regarding the employees, the well-being is centered in having a personal and professional development and in obtaining a good compensation. Due to the relevance of this content, it is concluded that it is important to included it or at least consider it within the contract, as it will enable the evaluation of fairness in the contract.



### 3.4.2 Design Requirements

As a result of the research, and in order to create a contract which fits to the context and the stakeholders, several design requirements have been defined. The goal is that the design should cover these requirements to be adequate.

#### 1 FEASIBILITY

» The contract should be feasible, from the law and the employer's perspective and it should be possible to implement it in the real context

#### 2 FEASIBILITY

» The contract should be understandable for the end-users, employer and employee

#### 3 BE FAIR ACCORDING TO THE DEFINITION

» The contract should fit the definition of fairness that has been created for this project. This means, that the users should be able to understand the provisions and that all the relevant content regarding the agreement should be included to allow evaluation of fairness.

#### 4 FOSTER RELATIONSHIPS

» The contract should help to create better relationships between the end-users and aim for the well-being of the parties

## Chapter 04 | Framework



This chapter describes the framework for the creation of fair contracts that has been created as a result from the research. In this framework a contract is defined as a layered entity which encompasses everything that is related to it, since the structure, to the content, the evaluation and the possible impact it might have on the stakeholders.

# 04

## FRAMEWORK

## 4.1 The contract in layers

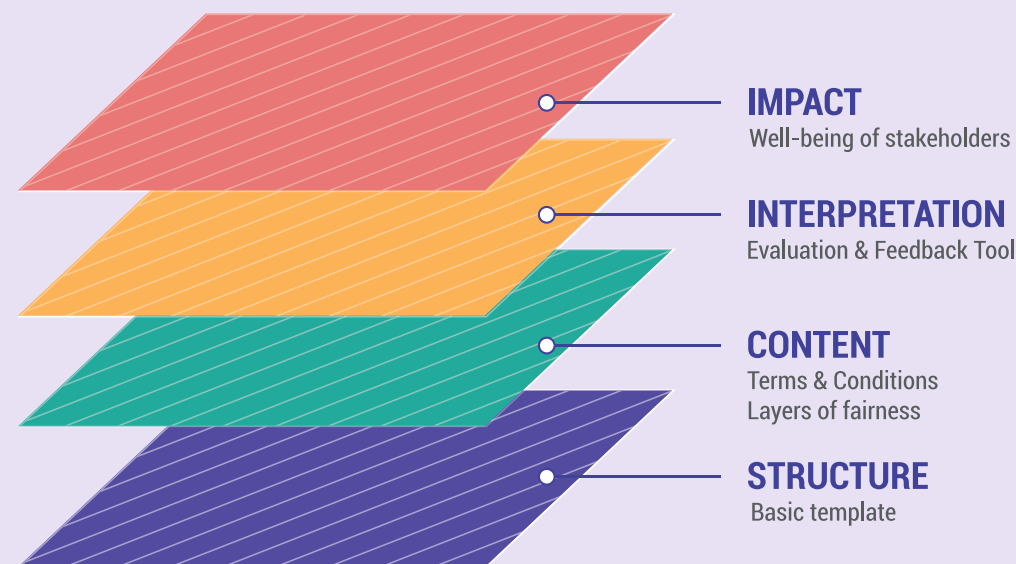


Figure 26: Framework Layered contract

The conclusion of the research converged in the creation of the current framework which divides a contract into four different layers (See Figure 26: Framework Layered contract). The first layer is the structure and the core of the contract. This structure takes a different approach than traditional contracts. Instead of creating a tool focused on protection and litigation it sets up a structure based on agreements where both parts share the views and aim to seek for each others well-being. The structure is based on the framework from Steward Levine (2002) on how to create effective agreements (See 3.2.3 Contracts as agreements).

The second layer is focused on the content of the contract and it gathers the specific terms and conditions from the contract. The law is created to protect and ensure the well-being of both parties and it is compulsory to comply with it. However, the empirical research has shown that in most cases it is not perceived as fair enough by the employees. Therefore, further research was performed on fairness perception and on the creation of fairer contracts with the result that well-being is the ultimate goal. For that reason, a clear differentiation on the content has been

created. The basic content which is what law states and then the terms & conditions that seek the well-being of the parties.

The third layer is the interpretation of the contract. It is focused on evaluation and feedback, this is an essential part as it is necessary within the project to demonstrate which is the impact of visual contracts and if these are actually fairer. For that reason a new definition of fairness specific for the context has been created: fairness in employment contracts is the sum of two elements which are the understandability and the terms and conditions of the contract. In the first place it is essential that users can understand the terms and conditions present on the contracts. Only once this information is clear, they will be able to analyze the fairness in the terms. For that reason, it is necessary that the evaluation of the fairness of the contracts is done at two levels: comprehension and, experience and perception of fairness.

Finally, the last layer consists on the impact that the use of visual employment contracts. Ideally the result will be accessible and fairer contracts, however, this needs to be evaluated after implementation.

## 4.2 Layer 1: Structure

The first layer focuses on the structure of the contract. This layer frames the way the message will be communicated to the stakeholders involved, in this case, the employer and the employee. With this framing the idea is that the structure of the contract follows a logical order that makes it more understandable for the end users.

The aim of the new structure is to transform the contract into an element for creating agreements and not into a weapon for litigation in case of conflict. Additionally, as the research demonstrated for the perception of fairness it is very important the relationship between the employer and the employee. If we take into account the existing power difference between the employer and the employee, it can be determined that a more conciliatory approach will help to create a more solid and trust based relationship.

### BASIC TEMPLATE: EFFECTIVE AGREEMENTS

The idea is to create a basic template which later can be adapted and filled in with content that is tailored to the specific requirements and needs of each labour agreement. The base used for this template is the framework from Steward Levine (2002) on how to create effective agreements, which consists of 10 basic topics or steps (See Image Figure 27: Contract structure). These have been classified into 3 different categories: content, milestones and fixed procedures. All the steps are fundamental in the process however, not all can be tackled within the time and development of the project, this is the case of the fix procedures.

The fixed procedures, in this case, conflict resolution and renegotiation/dissolution are elements that require a whole other study due to its complexity. However, there are some recommendations regarding these that can be useful for future research. The main idea is that these procedures are policies which the company/ employer develops and uses internally. However, these need to be flexible as the way of dealing with conflicts and renegotiation which is very specific to each person, so what works for one might not work for another due to their personality or character. For this reason, in the ideal scenario there should be different policies applicable to each case with the aim of obtaining the best results.

Regarding the milestones, these are points in which the parties check for alignment on the agreement. An essential element to ensure that a good agreement is being created is that both parties are aligned on their expectations they have about each other. This exercise contributes to the relationship between employer and employee fostering open communication and trust.



Figure 27: Contract structure

Finally, the last element is the content, to be more precise which is about the type of content that needs to be included in the agreement. It is essential that both parties build this content together expressing their opinion and their needs. The content that needs to be discussed is the following: Intent & vision, Roles, Promises, Time & Value, Concerns, Fears & Risks, and Consequences. Defining these elements of the agreement is what makes the shift between traditional contracts and this new version as it frames the contract as a tool to express the needs and concerns. Additionally it allows to create a common vision of what wants to be achieved and eases alignment. The fact that this content is created together will enhance open communication and contribute to the relationship. Finally, as the employee is able to express his needs and concerns he will feel listened and respected, contributing to his fairness perception.

# 4.3 Layer 2: Content

The second layer refers to the content of the contract, in other words the terms & conditions on which the parties agree. There are minimum standards established by law and it is necessary to comply with in order for a contract to be legally valid. On top of that basic layer there is another layer which is focused on the well-being of the parties. The reason for this layer is that as the empirical research concluded, according to the employees the law does not guarantee the fairness.

## BASIC LAYER: WHAT LAW ESTABLISHES

The function of this layer is to protect the employer and the employee from agreements that might risk their basic needs. From the employees side the goal is that it obtains a compensation adequate for their time and in which the well-being is not compromised. However research proved that what is established by law is not perceived as fair enough by the employees. From the employer side the idea is that the agreement allows him to protect his business and that he is able to ensure its continuity.

## EXTRA LAYER: FOCUS ON THE WELL-BEING

This second layer is meant to focus on the well-being of the parties, which will be helpful to improve the trust in the relationship and increase the fairness perception. It is important to bear in mind that employees are the sustain of the company. Therefore, it can be difficult to achieve the goals and the vision of the company if they are not satisfied with their agreement and the environment. For this reason it is important to also have into account the second layer which focuses on the well-being.

The following Table 5: Content of the new employments contracts, shows an overview of some of the elements that are natural to employment agreements, in both of the layers. It is just a summary, which can serve as an example or a guide for the employers and employees when creating their provisions. However, it is possible that certain needs are specific to the case and need to be adapted or individually created in each situation. The information from the layer one correspond to what is established by law and the information on layer 2 is focused on the well-being

## PATTERNS TO VISUALIZE THE CONTENT

In order to communicate this content there are specific patterns, elements or layouts that can be created and then adapted to each specific case (Passera, 2017; IACCM, 2019). Is important to identify which is the best way to communicate each type of information and then select the best pattern to do so. Some of the patterns that have already been created are timelines, tables, swimlanes, delivery diagrams, summaries, flowcharts, highlights, companion icons, etc., (Passera, 2017; IACCM, 2019). These patterns fall into different families depending on their function, as they help to the communication of the information by visualizing, organizing, and summarizing it. The pattern families are:

- » Emphasis: makes the relevant information eye-catching so the user will not miss it
- » Explainers: explains specific terms or clauses of a contract
- » Layering: classifies the information from more to less relevant
- » Layout: organizes the content to make it more understandable
- » Navigation: arranges the content to ease finding the content
- » Organizing: structures the content to make it logic and clear
- » Reviewing: elements to check if the content is correctly structured organized
- » Summarizing: ways to help compressing the information.
- » Tone of voice: using language styles that align with the company
- » Visuals: using visual communication to support the text or substitute it

The creation of these patterns is essential for the development and feasibility of the project in the future. The reason is that they could serve as the base for the automation of the contracts, which is of big relevance for the company, Visual Contracts, as they are currently developing their own tool.

		Layer 1: What law establishes	Layer 2: Focused on the well-being
Work	Working hours	Maximum of hours that the employee is allowed to work.	Space and schedule flexibility
Compensation	Work & Wage	Receive a wage according to the regulations.	Receive a living wage
	Compensation	Compensation for extraordinary work: night, public holidays, extra-hours, etc.	-
	Annual Leave/ Holidays	Entitled to paid holidays.	-
Leave	Parenting Leave (Maternity...)	Maternity leave, coverage of medical costs.	-
	Family Responsibilities	Balancing between familiar and work-life.	Offer space and schedule flexibility
	Sick Leave & Injury Benefit	Paid sick leave, access to medical care, secure employment position, compensation in case of injury.	-
Protection of the employee	Health & Safety	A safe work environment for the employee.	Monitoring Attrition
	Employment Security	Protection of the employee: contract termination, a probation period, etc.	Clear organizational structure
	Social Security	Pension, compensation in case of death, unemployment benefit, invalidity benefit.	-
	Fair Treatment	Equal pay, sexual harassment policy, no-discrimination.	Pay equity and equal opportunities
	Trade Union	Freedom to collective bargaining and the right to labor union and strikes.	-
	Forced Labour	Employment termination, amount of weekly working hours, etc.	-
	Minors and Youth	Employment regulations of under 18 and under 15.	-
Professional Development	Promotion Opportunities	These aspects are not considered within the regulations.	Provide promotion opportunities equally
	Extra - training		Offer extra - training in both professional and life-skills
	Cross-team interaction		Enhance cross-team interaction to engage
Accountability	Transparency		Hold both internal and external transparency by sharing data.

Table 5: Content of the new employments contracts

## 4.4 Layer 3: Interpretation

The third layer is about the interpretation, in other words, how is the contract perceived by the parties. According to the definition of fairness in this context (See Chapter 3.5 Desk Research Conclusions) the understandability and the fairness of the provisions are the two elements that need to be evaluated.



### 4.4.1 How to measure understandability?

With the aim of measuring the understandability of visual contracts the research has been conducted. The methodology used by Passera (2017), in order to measure the understandability of visual contracts was to perform comprehension tests. In these test two elements are measured: the speed and the accuracy of the answer.

The tests consisted of several comprehension questions regarding the content of the information. The questions posed different scenarios to the reader which could be answered using the content of the contract.



### 4.4.2 How to measure fairness?

As the project brief states the goal is to explore the fairness of the contracts, in order to achieve this goal it is crucial to find a way to evaluate the perception of fairness. Research on how to assess it has been done with the aim of finding a methodology or a tool to evaluate it.

The World Justice Project is focused on measuring the rule of law in different countries with the aim of making improvements on its performance. In order to assess it, they have developed a framework and a methodology (Martinez et al., 2019). On the one hand, the framework defines factors and subfactors that influence the rule of law. On the other hand, methodology is based on a questionnaire related to the factors which has perception and experience based questions. Subsequently, this data is analysed and completed by experts of each country. Also the Justice Needs and Satisfaction in Bangladesh 2018 (Gramatikov et al., 2018) poses different scenarios and uses perception and experience based questions to measure the justice needs, like trust and legal empowerment.

When applying this methodology to the context of employment contracts to evaluate fairness it is necessary to first identify factors that build up fairness. As a next step, create a questionnaire based on those factors with experience and perception based questions.

## 4.5 Layer 4: Impact

The content of this layer is related to the impact that the contract has on the different stakeholders. This layer explores the benefits derived from the use of fairer visual contracts for the employers, employees and law experts (See Figure 28: Impact of framework). The impact of these benefits will be dependant on the contract itself and on how the contract is executed.

For law experts the use of these contracts will ease the communication with the end users as the information will be understood more effectively. Regarding employees the use of these contracts will help them to more clearly evaluate the terms and conditions empowering them to make more strategic decisions. Additionally, they will clearly know their rights and the obligations reducing the legal awareness barrier. The employers will benefit from a clearer and easier to understand contract. The relationship between the parties will be improved. Finally these contracts will help to avoid conflicts and will also be helpful in conflict resolution processes aiding law experts and the end-users.

### IMPACT OF FRAMEWORK



#### EMPLOYEE

- ✓ Clear understanding
- ✓ Ability to make legitimate decisions
- ✓ Avoid conflicts
- ✓ Seek well-being



#### LAW EXPERT

- ✓ Be understood more easily
- ✓ Communicate more effectively



#### EMPLOYER

- ✓ Avoiding conflicts
- ✓ More engaged employees
- ✓ Better work quality
- ✓ Ability to make legitimate decisions

Figure 28: Impact of framework





## 4.6 Chapter Conclusion

This framework focuses on the creation of fair contracts and everything that is involved in the process and it offers a more personal and tangible approach than the traditional contracts. The framework divides the contract into four different layers: structure, content, evaluation and impact.

The first layer, the structure, defined the type of information that is included in the contract and the way this information is organized. This is the base of contract and the rest of the layers are conditioned by it. The structure has been created in a way which frames the contracts as agreements by following the guidelines of Levine (2002) on how to create effective agreements, which includes all the possible content relevant to an agreement (vision, roles, promises, concerns, fears, etc.) and that is framed in a more personal and tangible way.. The second layer, is the content, this means the provisions of the agreement. As it was already explained the specific content is particular to each case, but an overview of the type of content which is usual to a contract has been developed. This overview classifies the provisions in two layers of fairness: the provisions established by law and the provisions that seek for well-being. The next layer is the interpretation of the contract. This layer focuses on allowing the end-user to evaluate the contract from two

different perspectives: the understandability and the evaluation of the fairness in the provisions. Finally the last layer, aims to map out which the impact that the contract might have in the stakeholders involved, which will be the benefits and which the disadvantages of the contract.

The positive aspect of this framework is that it encompasses all the aspects that are related to the contract and its context, offering a clear overview of the most relevant information and putting special attention on the impact that including fairness might have. Additionally, it is remarkable to say that this framework is not specific for the context of employment contracts, but it can be used in the creation of any type of contract. The next step is to apply this framework into a real contract, by using the contract from a real client. The following chapter gathers the design process followed to the creation of the first visual contract.

According to the definition of fairness in this context (See Chapter 3.5 Desk Research Conclusions) the understandability and the fairness of the provisions are the two elements that need to be evaluated.

## Chapter 05 | Cycle1: Design



This chapter narrates the design process followed during the first cycle for the creation of the first visual contract. During the design, the framework defined in the previous chapter was used as the base for the creation of a contract. A real employment contract from the company Pezy group was used as starting point. Later on, the contract was evaluated in different context and with different stakeholders.

# 05

## CYCLE 1: DESIGN

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## 5.1 Goal & Overview

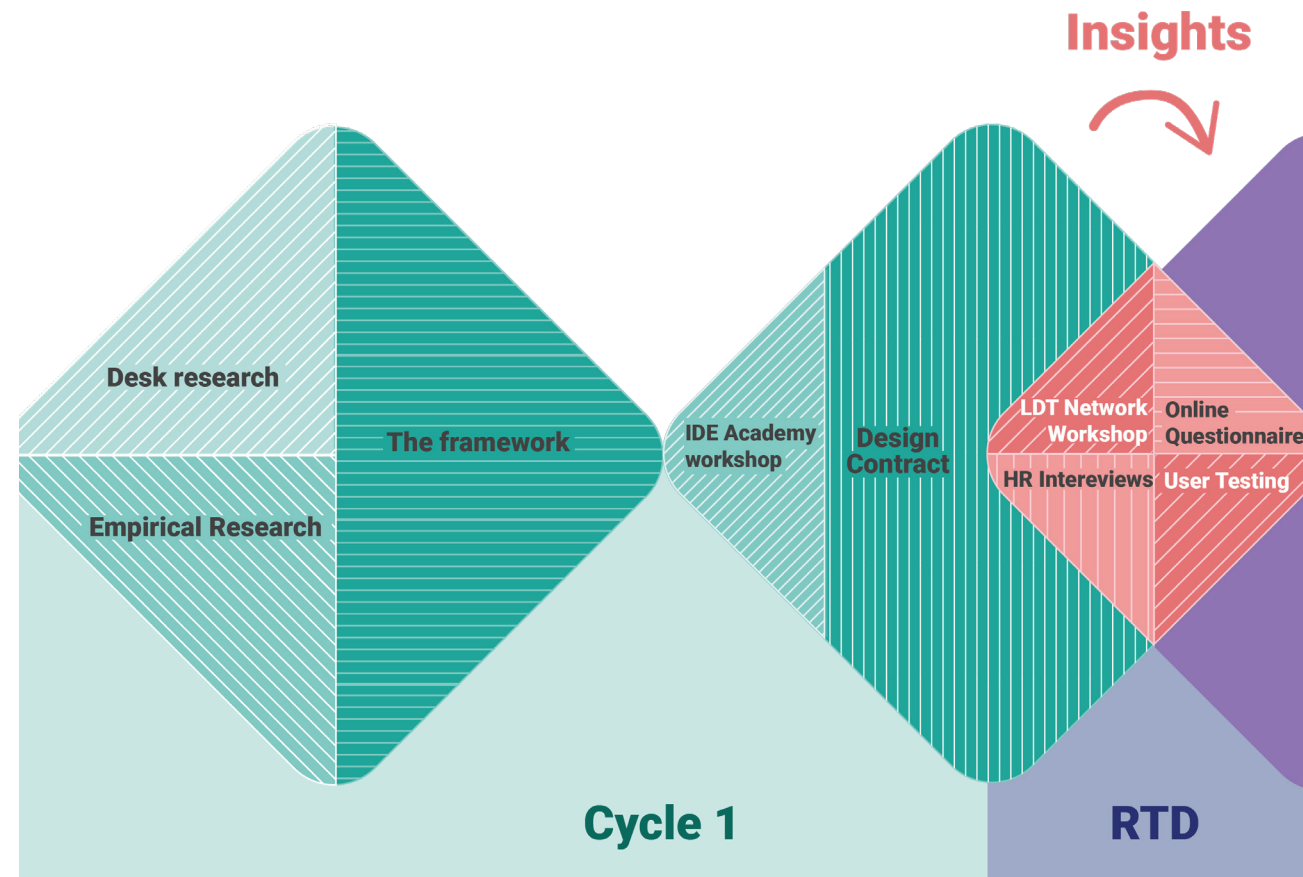


Figure 29: Cycle 1 Overview

During this first cycle the main goal is to explore the context and scope of the project in a more concrete direction (See Figure 29: Cycle 1 Overview). For this reason, two types of research were conducted (See Chapter 03 Research). First, a desk research focused on the 3 most relevant areas of the project: contracts context, fairness and understandability. Second, an empirical research involving the main stakeholders of the contracts (law experts, employers and employees) to understand the requirements of the contract and the specific needs and concerns of each of the users.

The research results lead to a definition of fairness which adjusts project context and to the creation of a framework for the creation of fair contracts (See Chapter 04 The framework). The framework focuses on the creation of agreements that set the basis for a good relationship between the employer and the employee. The definition of fairness can be explained as the sum of two elements: the understandability of the contract and the evaluation of the terms of the agreements.

The next step, which is narrated in this chapter, is the

creation of the first visual contract. The goal was to validate the framework that had been developed and understand if it is a useful approach for the creation of contracts. Once the contract was designed and all the insights from the research had been included with the contract, the next step was to test it with different types of users and stakeholders. This goal of the testing was to evaluate the visual contract form three different perspectives:

### 1 FEASIBILITY

» The feasibility of the concept and the framework in the real context, from the perspectives of law experts and employers

### 2 FOSTER RELATIONSHIPS

» The contribution of the approach to the creation of better agreements

### 3 UNDERSTANDABILITY & FAIRNESS

» The improvement in understandability and fairness in comparison to traditional text contracts.

## 5.2 Insights into design

### 5.2.1 Workshop IDE Academy

#### GOAL & PROCEDURE

With the aim of getting inspiration and new ideas for the creation of the new visual employment contract a workshop was conducted with 9 design students from the TU Delft Industrial Design Faculty, who were following the course IDE Academy. The duration of the session was of 2 hours and below the structure of the session (See Appendix C | Brainstorming Session Material):

- » Introduction to the topic and to Legal Design
- » Purge of ideas to drop preconceptions and make the context clear
- » 635 Brainwriting: Brainstorm on specific topics
  - » Values for a good relationship
  - » How to create fairness?
  - » How to create trust?
  - » How to solve conflicts?
  - » How to empower the employee?
  - » How to align needs and vision?
- » Sketch of the ideal future relationship
- » Creation of visual employment contract
- » Presentation of results

This structure is based on the Creative Diamond Model in which you diverge and converge on the generation of ideas (Tassoul, 2009). The reason is that this model helps to foster their creativity and to focus on topics that the participants are not familiarized with. The first phase, diverging consists on getting as much ideas as possible, without any judgement to later on, during the converging phase, focus on ideas to proceed.

#### RESULTS

The results of the session served as inspiration for the next phase and also as strategies to give a mapping out ideas that contribute to elements like fairness, empowerment of employees, trust, etc.

In the creation of the contracts students used analogies to create the employments contracts. Also contracts in which there are flexible elements that would change or evolve during time were shown.



### GOAL

**Brainstorm** and get new and fresh ideas for the creation of the **first contract**

Figure 30: Brainstorming session



## 5.2.2 Framework into contract

Once the framework was defined and after the brainstorming phase the next step was to create the first employment contract. In order to do so a real traditional text contract was used as a base for the content and the provisions of the agreement. A company, Pezy Group, which could be a potential client for Visual Contracts, shared their standard template for contracts (See Appendix D | Text Contract) which contained all the information related to the labour agreement. This contract was used as a starting point for the creation of the content. As the conclusion of the research claimed, the specific provisions are particular to each agreement and will not be defined within this project. Instead, the type of content and how it needs to be displayed will be discussed.

The content of the client's contract was classified and placed inside the structure of the framework (Vision, Promises, Time & Value, etc.). However, this was not enough to complete the structure as traditional contracts

do not address all the necessary information for effective agreements. To complete the framework relevant information from the interviews with users (like concerns, expectations, process related information, etc.) was used.

The next step was to transform this content into something more understandable for the end-users. The patterns to structure content (See 4.2 Layer 2: Content), were used to visualize the information and the text was simplified and transformed into plain language. Not all the content with detail was created, just all the necessary content to obtain a prototype to explore which was the best direction to take in the creation of fair visual contracts.

### CONTRACT CONTENT STRUCTURE

As follows a more detailed explanation of the type of content that should be gathered on each section is narrated. There is a total of six different sections that will be used to structure the content of the agreement: Intent & vision, Roles, Promises, Time & Value, Concerns, Fears & Risks, and Consequences.

## 5.3 Visual Contract Design 1

The next step after the research and the adjustment of the framework to the contract structure, was the the creation of the new visual contract. As it was already explained a contract from a potential Visual Contracts client was transformed into a visual contract. In this section the details regarding the format and the design decisions can be found.

### 5.3.1 Interactive Document

The chosen format to create the contract was an interactive document which resembled an app, instead of the traditional paper version (see Figure 31: Contract as Interactive prototype). There were several reasons that supported the choice of this format. In the first place, because it offers more possibilities to adapt the content than traditional paper formats. An example could be the use of animations or the creation of interactions with the content. Secondly, because there is an ongoing trend towards digitalization and it is important to already adapt to the future of the market. Finally, because its flexibility, thanks to coding, allows automation and that can be responsive and adapted to different devices, offering easy access to it.



The format of the first visual contract is an **interactive document**, because is more **flexible** than paper versions and due to the **digitalization trend** of the field

### INTENT & VISION

In this chapter is narrated which are the common goals, what wants to be achieved together. This is important to set the goals and expectations of each of the parties regarding the agreement.

### TIMELINE

This section provides an overview of the most important dates of the agreement. In this way the user can quickly see which are the relevant dates, such as the beginning of the contract, the probation period, etc. This overview is not usually provided in the traditional contracts.

### PROMISES

In this chapter the promises of the agreement are narrated. Which are the promises that they make to each other, in order to ensure that the agreement is successful.

### TIME & VALUE

The Time & Value section details which is the exchange of value between the parties. In other words, what will each party give in the agreement and which benefit will they get in return.

### CONCERNS, FEARS & RISKS

This section explains which are the concerns, fears and risks that each of the parties has in relation to the agreement. These can be related to the agreement but also to the fears of the agreement not being successful.

### CONSEQUENCES

The consequences chapter narrates what will happen in case the promises are not fulfil. A detailed explanation of which is the consequence for each of the parties in case a promise is broken is explained here.

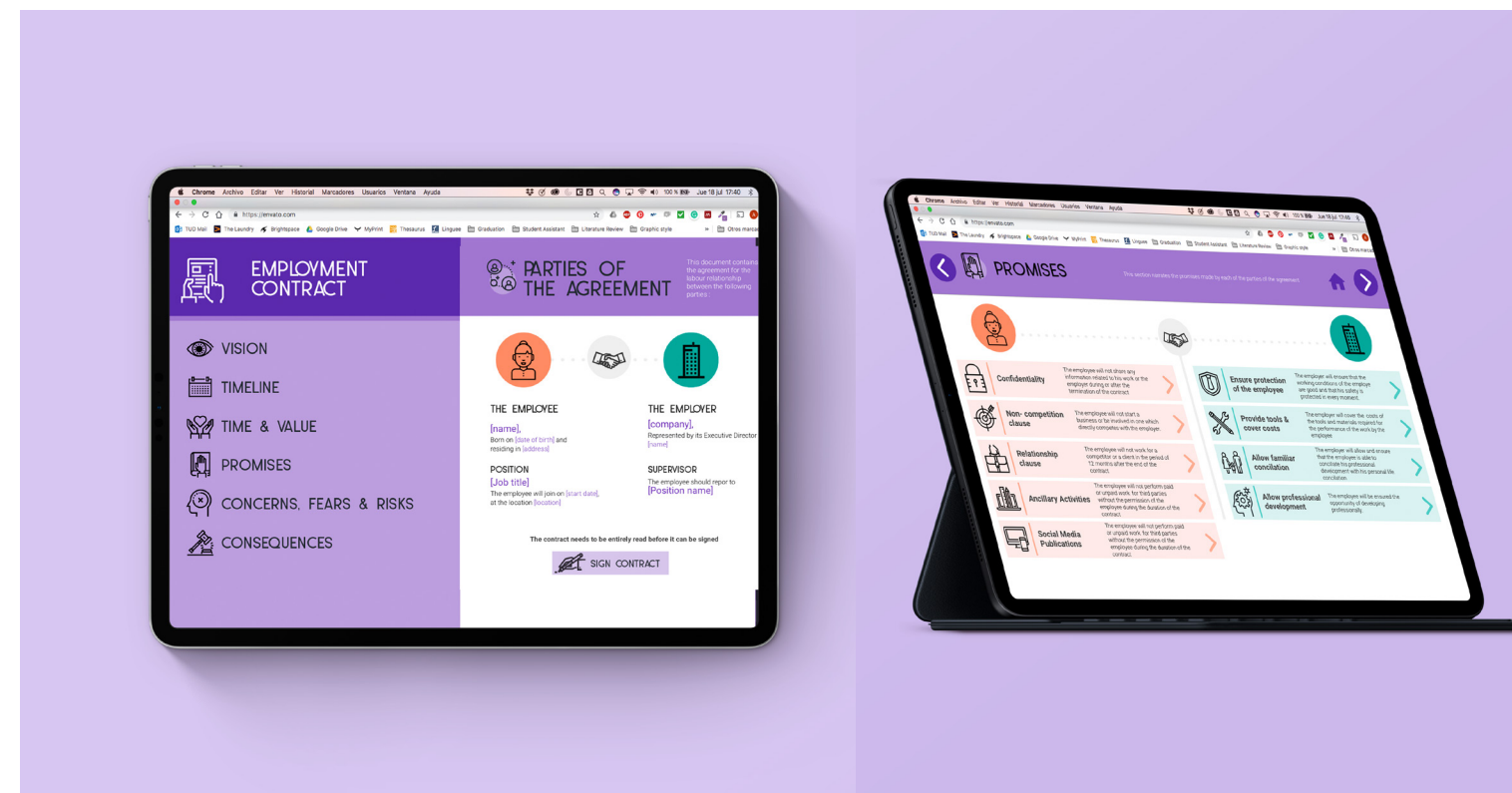


Figure 31: Contract as Interactive prototype




5.3.2 Structure and Design

In order to design the app, the site architecture was defined (See Figure 32: Contract 1 Site Architecture), to have a complete overview of which are the elements that will be included and on how to design the interaction. In this contract the home screen acts as the basic navigation element for the rest of the contract. Offering the possibility of accessing any other section.

As follows, the design of the user interface is presented. The main screens are presented explaining the purpose and the main function they fulfill (See Appendix E | Visual Contract 1, to see an overview of the important screens). Additionally, the design decision have been classified into three different types: usability, understandability and fairness evaluation.

In the first place, the usability decisions objective is to help to improve the user experience and navigation for the user. The understandability and fairness decisions are directly related to the definition of fairness created for the context of the project. To be more precise, the understandability decisions have as a goal to ease the comprehension of the contract while the aim of the fairness decision is to facilitate to the users the evaluation of the terms and conditions of the contract.

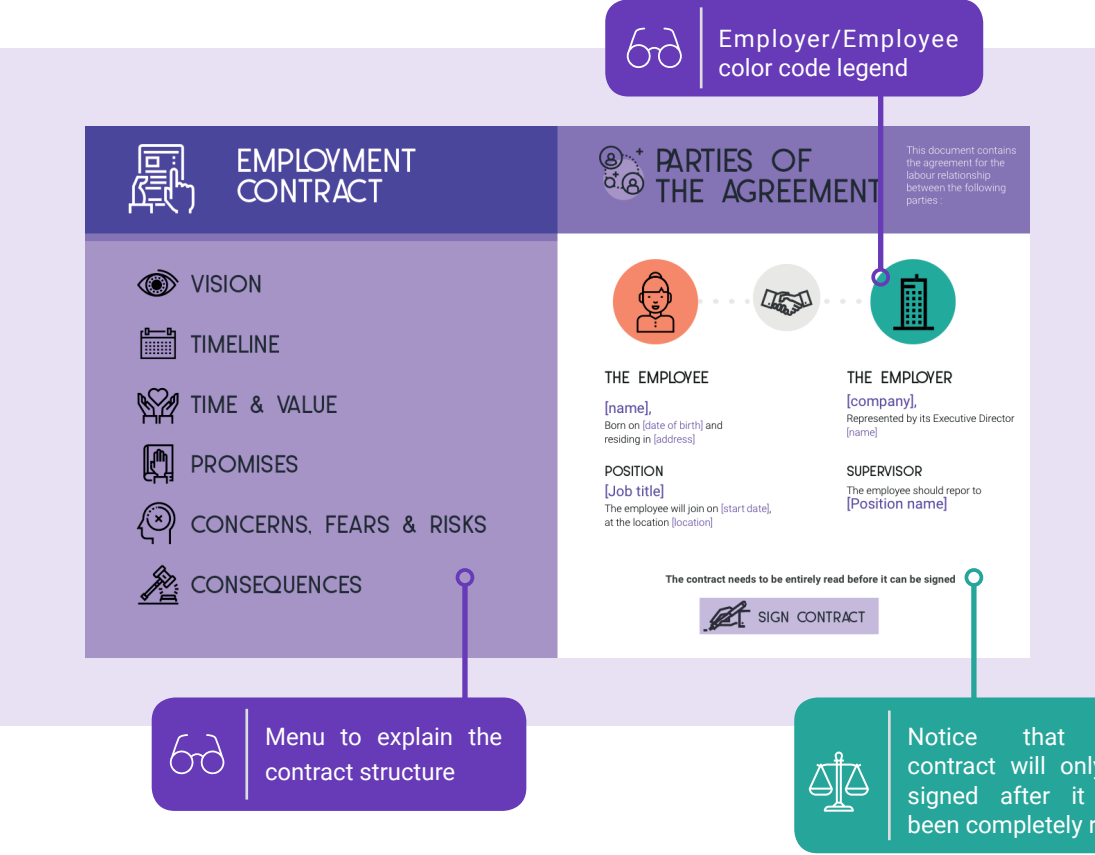
YOU WANT TO EXPERIENCE THE CONTRACT?



Scan the QR code or follow the link below:  
[sketch.cloud/s/1Ar8n](https://sketch.cloud/s/1Ar8n)

HOME SCREEN

The goal is to define the parties of the agreement and allow navigation in the contract. Also, the purpose is to make the user familiar with the structure of the contract



EMPLOYMENT CONTRACT

- VISION
- TIMELINE
- TIME & VALUE
- PROMISES
- CONCERNS, FEARS & RISKS
- CONSEQUENCES

PARTIES OF THE AGREEMENT

THE EMPLOYEE  
[name],  
Born on [date of birth] and  
residing in [address]

THE EMPLOYER  
[company],  
Represented by its Executive Director  
[name]

POSITION  
[Job title]  
The employee will join on [start date],  
at the location [location]

SUPERVISOR  
The employee should report to  
[Position name]

The contract needs to be entirely read before it can be signed

SIGN CONTRACT

Employer/Employee color code legend

Menu to explain the contract structure

Notice that the contract will only be signed after it has been completely read

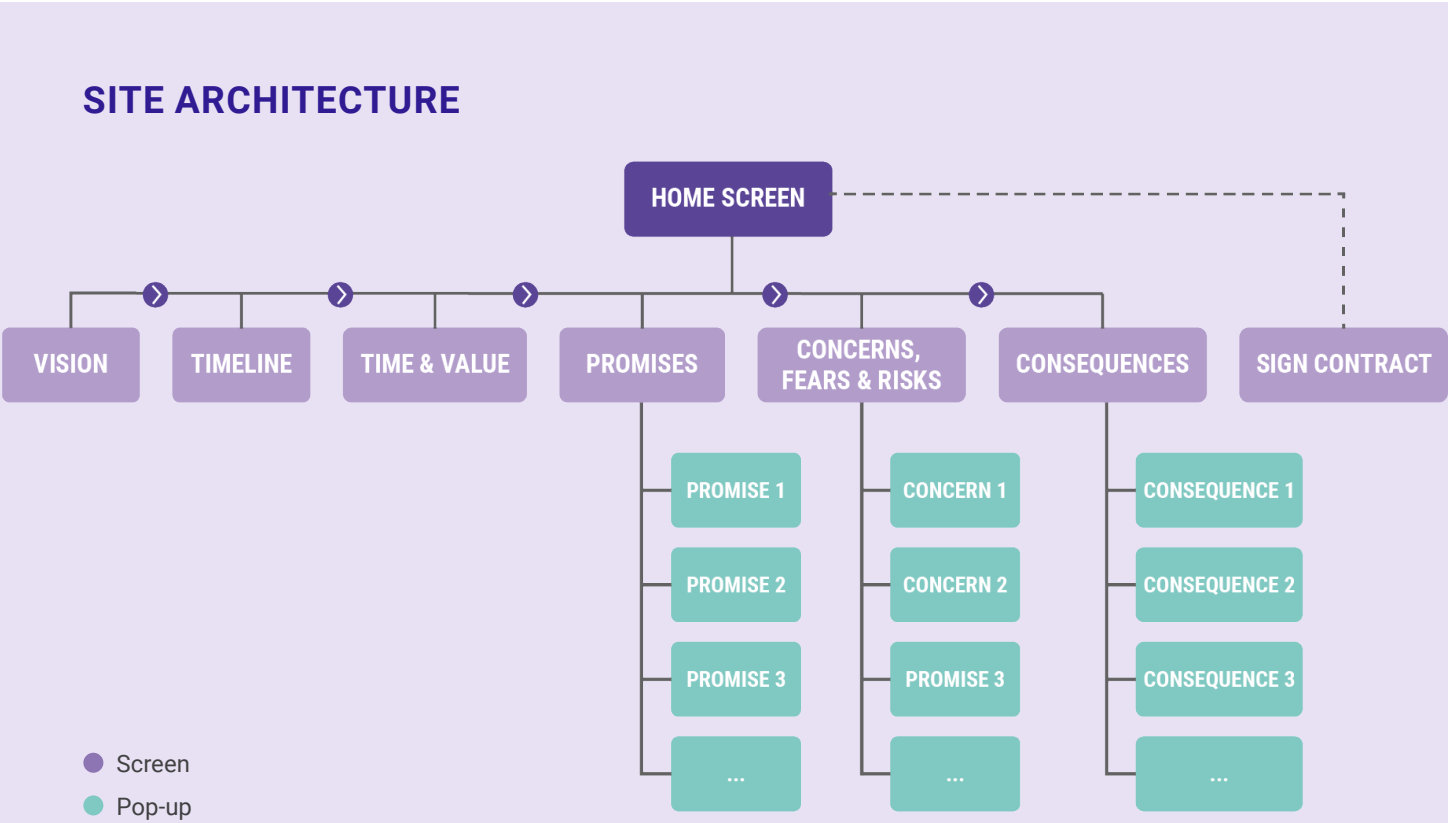


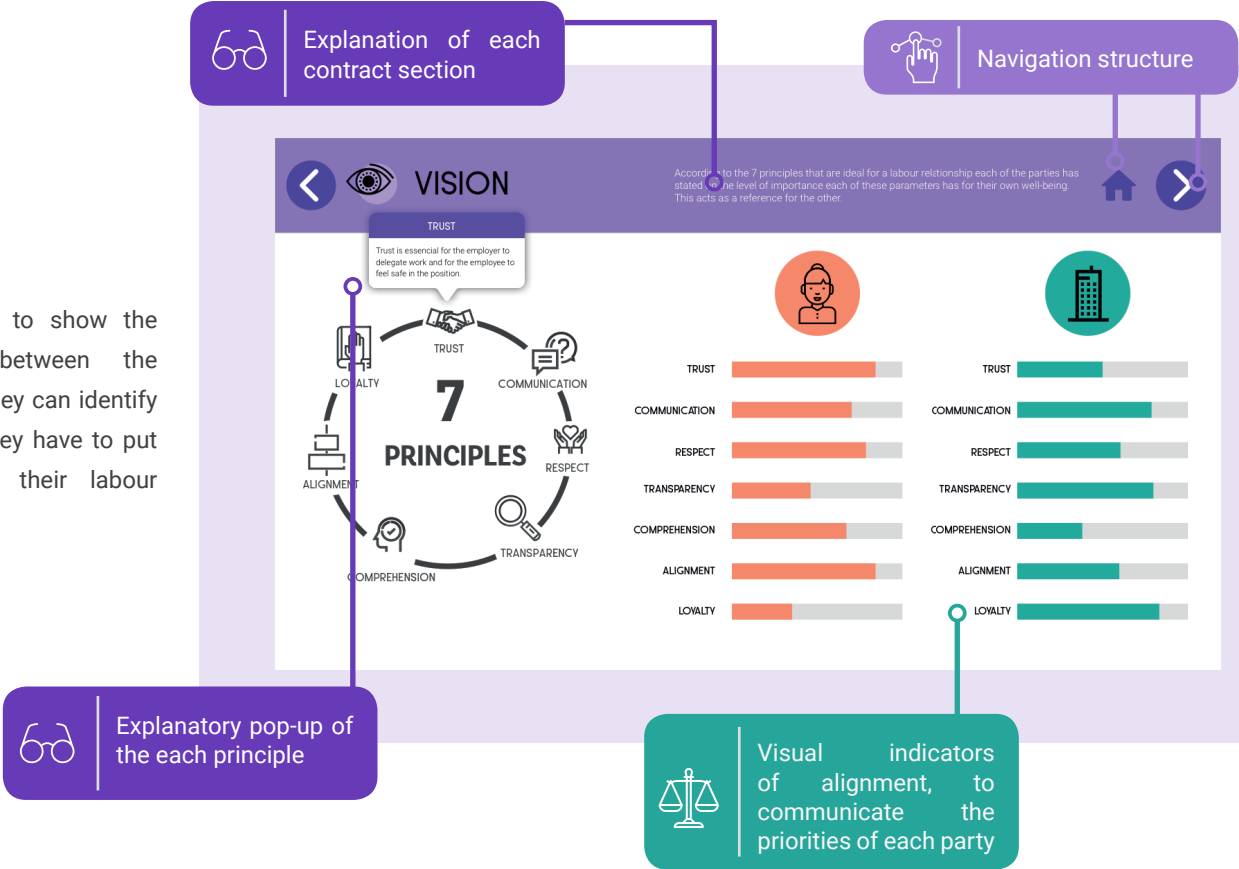
Figure 32: Contract 1 Site Architecture

VISION

The goal is to show the alignment between the parties, so they can identify the points they have to put attention in their labour relationship.

Explanation of each contract section

Navigation structure



VISION

TRUST

Trust is essential for the employer to delegate work and for the employee to feel safe in the position.

7 PRINCIPLES

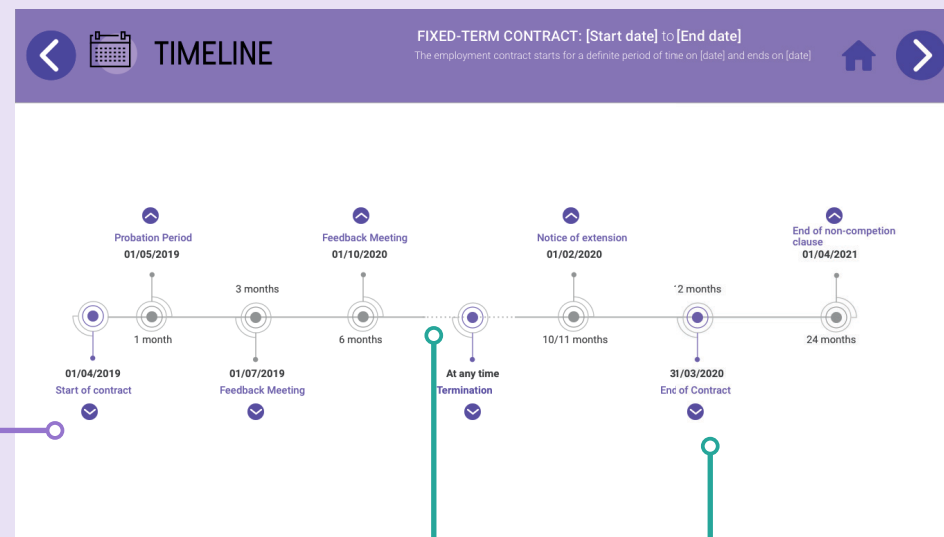
TRUST, COMMUNICATION, RESPECT, TRANSPARENCY, ALIGNMENT, LOYALTY

Visual indicators of alignment, to communicate the priorities of each party

Explanatory pop-up of the each principle

## TIMELINE

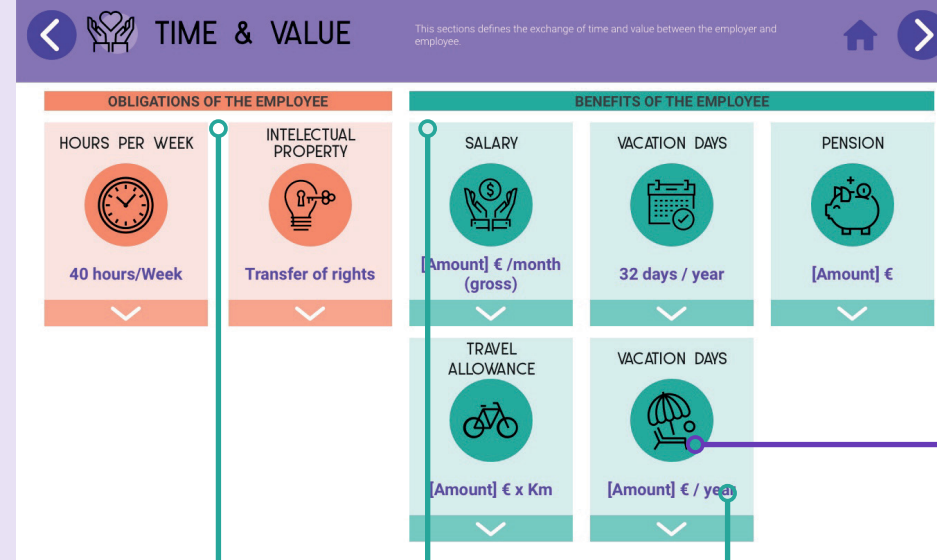
The goal is to provide an overview of the most relevant dates and periods of the agreement. A timeline was the perfect element to summarize this information



Cues to control the visualized information

Use of color highlight the most relevant dates

Layering of the information from most to less important



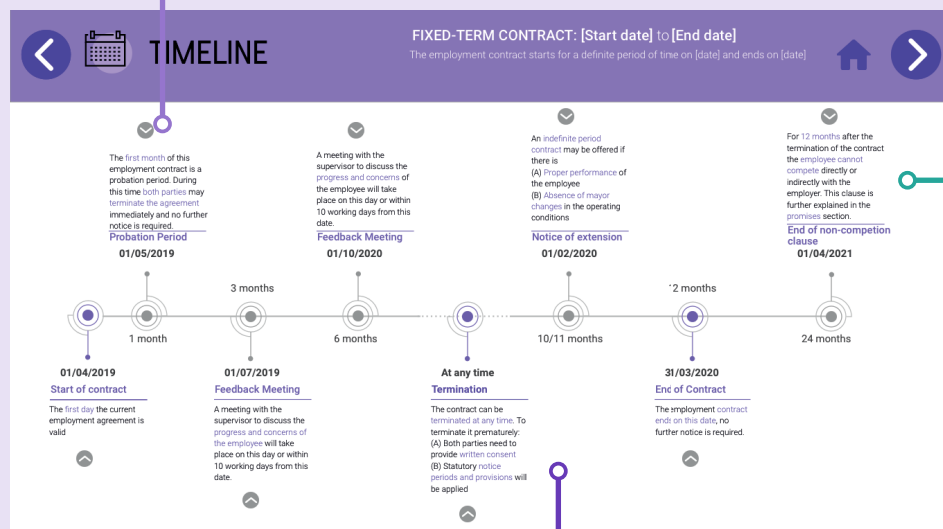
Use of 2 clear sections and allow comparison of obligations vs benefits

Highlight of the most important information

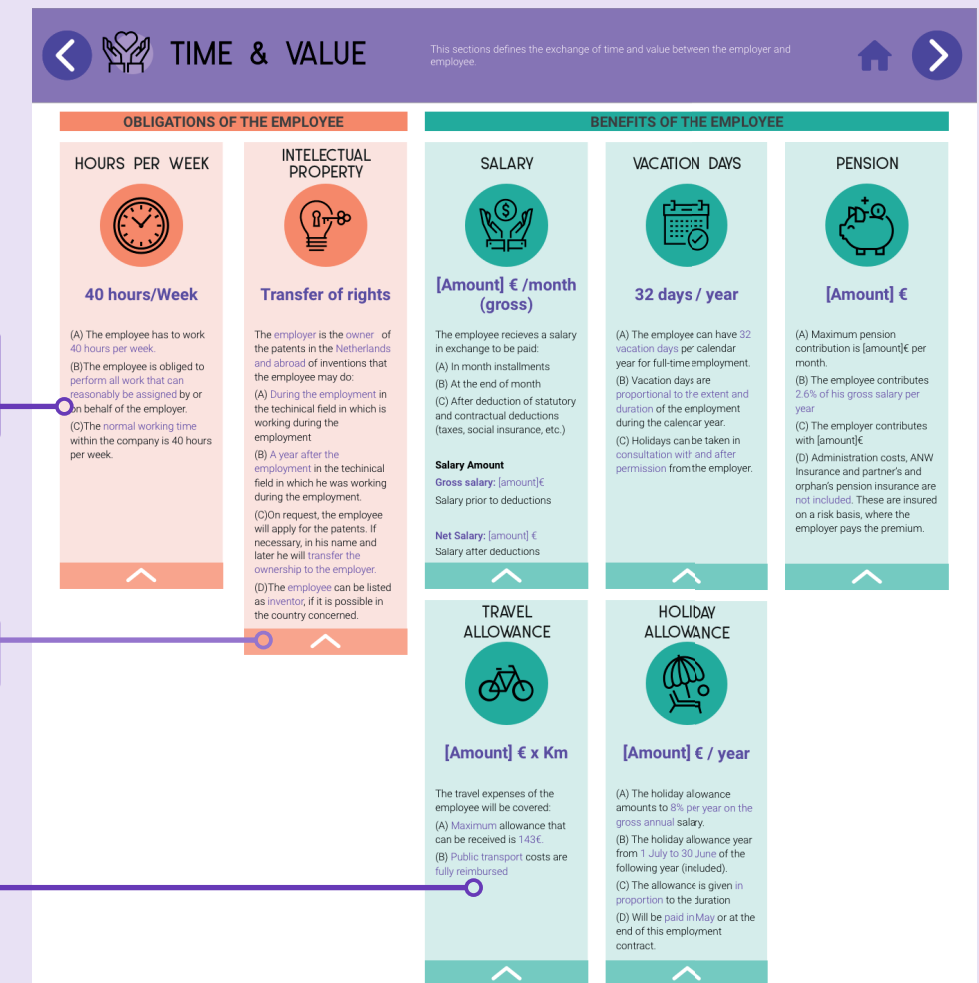
## TIME &amp; VALUE

The objective of this screen is to provide an overview of the benefits and obligations that the employee has. Additionally, the information has been summarized and shown at a glance.

Support icon to ease comprehension



Highlighting with a different color the key information



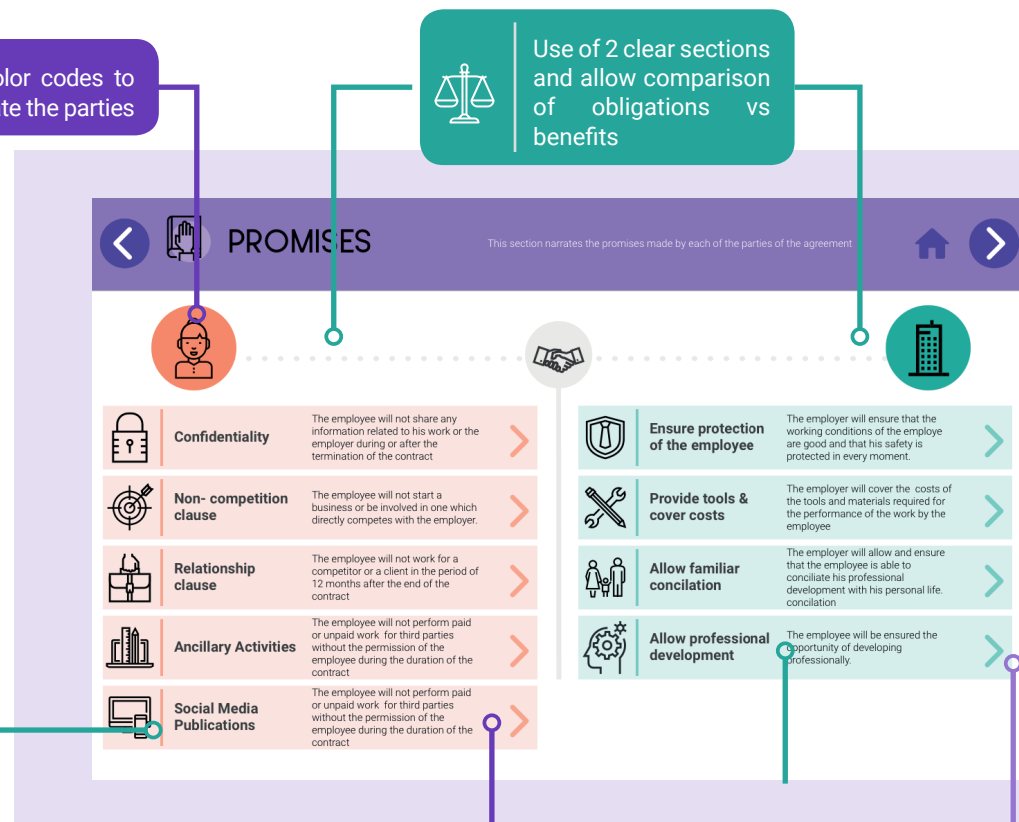
Using sections (A,B,C) to transmit the message more clearly

Cues to control the visualized information

Highlighting with a different color the key information

## PROMISES

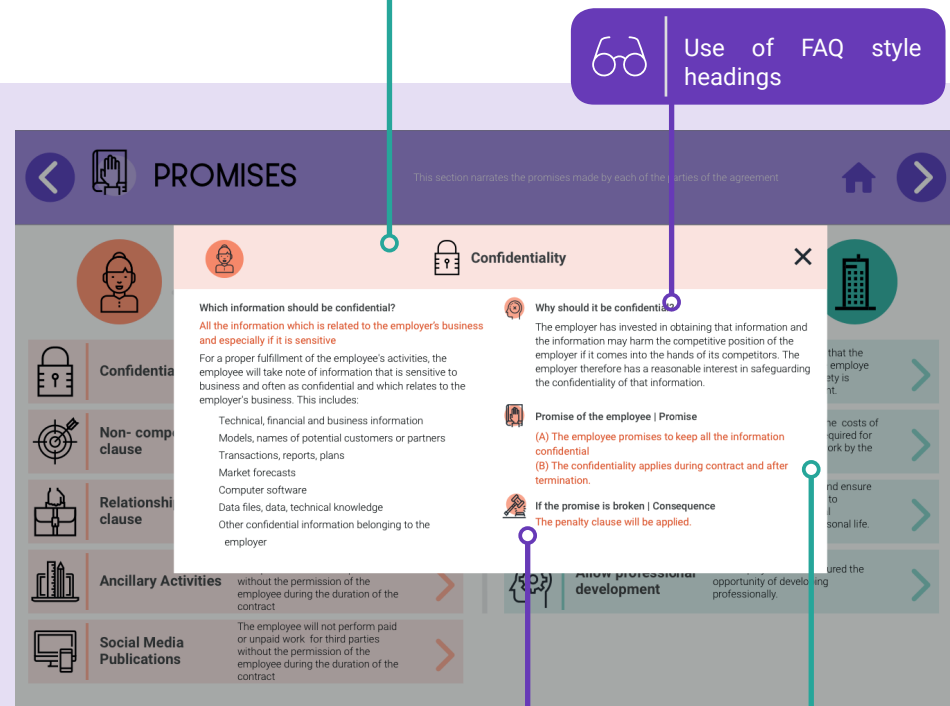
The goal is to inform the parties of the promises they make to each other on the agreement.



Layering of the information from most to less important

Summary of each promise clause

Cues to control the visualized information



## PROMISE POP-UP

The goal of this screen is to explain more in depth the promise. Is part of the layering of the information in order to focus the attention of the users on the most relevant information.

Use of icons to support the text

Highlight of the most important information

## CONCERNS, FEARS & RISKS



Use of 2 clear sections and allow comparison of obligations vs benefits

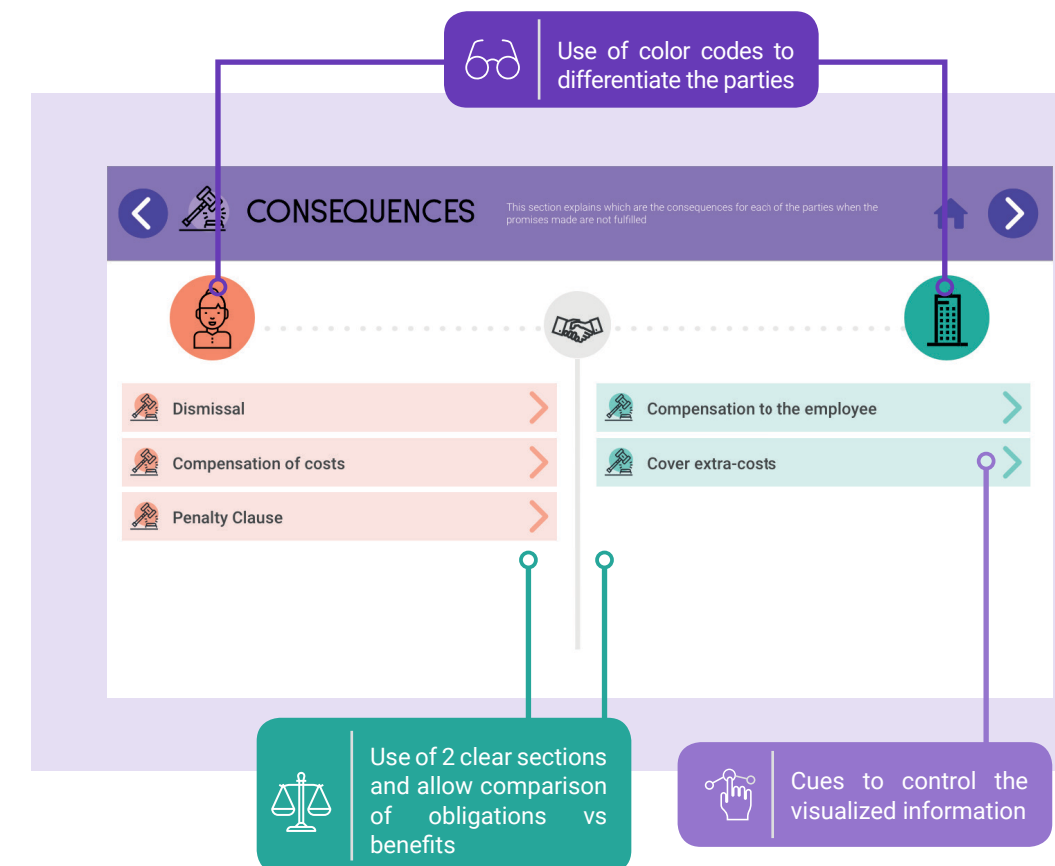
Cues to control the visualized information

## CONCERNS, FEARS & RISKS

The objective of this screen is to map out the fears, concerns and risks of the agreement for each of the parties. In this way, information is provided to each other to set the rights expectations and prevent conflicts

## CONSEQUENCES

The goal is to define which are the consequences that breaking the promises might have for each of the parties.



Use of 2 clear sections and allow comparison of obligations vs benefits

Cues to control the visualized information



5.3.3 Fairness in the contract

This section provides a more in depth explanation on how fairness is applied in the design of the contract. The definition of fairness in the context of the project says that it is “the sum of two elements: the understandability and the provisions of the agreement”. Therefore, in order to implement fairness in the new contract design the strategy was to make it as understandable as possible. Different strategies were used to make it easier and graspable for the end users, such as adapting the text to plain language or structuring and visualizing the information.

About the provisions of the agreement, as the content cannot be modified the goal was to ease the evaluation of the terms by the end users, therefore, a template was created with the content but no specific data was included. In other words, the contract was an empty template which did not state specific salary amount or other data which might influence the fairness perception. To create the fairness the information was laid out to facilitate the evaluation of the provision, some examples on how this was translated to the contract are gathered :

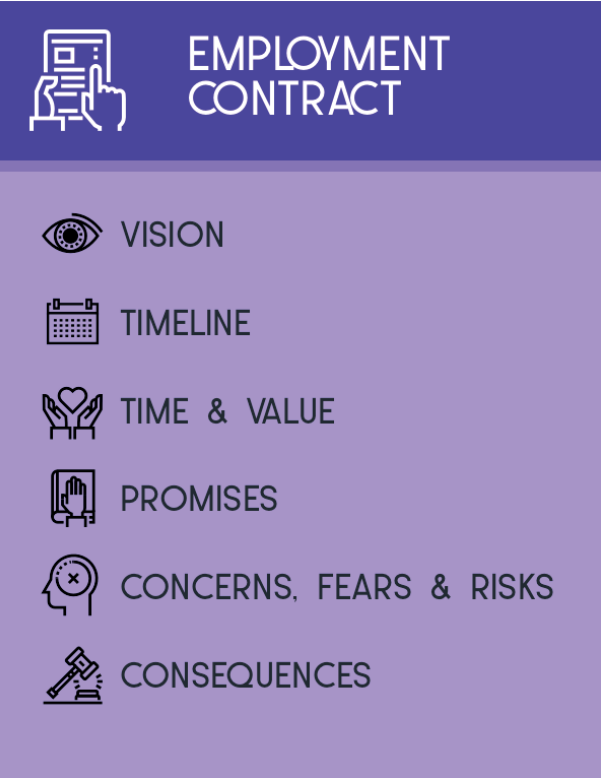


Figure 33: Employment Contract Navigation menu



Figure 34: Obligations and benefits cards

LAYERING AND HIGHLIGHTING THE MOST IMPORTANT INFORMATION

Overviews which summarized the most important information were provided, so that the users could quickly grasp which is the most relevant they should have into account (See Figure 34: Obligations and benefits cards). Then, they could also have accesses to more detailed information. An example could be the timeline, this page provides an overview of all the important dates and periods to consider.

ADDING ALL THE RELEVANT INFORMATION TO THE CONTRACT

As the research showed, some of the information which has an impact in the agreement, is not present in traditional contracts and instead they make a direct reference to other documents like the labour agreements (See Figure 33: Employment Contract Navigation menu). An example of this are the obligations of the employer, these are some times not present in the contract, and therefore, the user cannot have a complete overview just with reading the contract. This contract included all that relevant information.



Figure 35: Color codes of the parties

THE USE OF COLOR CODES TO DIFFERENTIATE THE EMPLOYER AND THE EMPLOYEE.

Orange was used to identify the employee and green was used to identify the employer (See Figure 35: Color codes of the partes). In this way users could understand at a glance to whom are the provisions related.

LAYING THE INFORMATION TO ENABLE AND TRIGGER EASY EVALUATION

Some parts of the information were laid out to allow comparison between of the obligations, benefits, etc., of each of the parties (Figure 36: Promises of the parties overview). The space was distributed in two parts placing the information of the employee on the left and the information of the employer on the right.

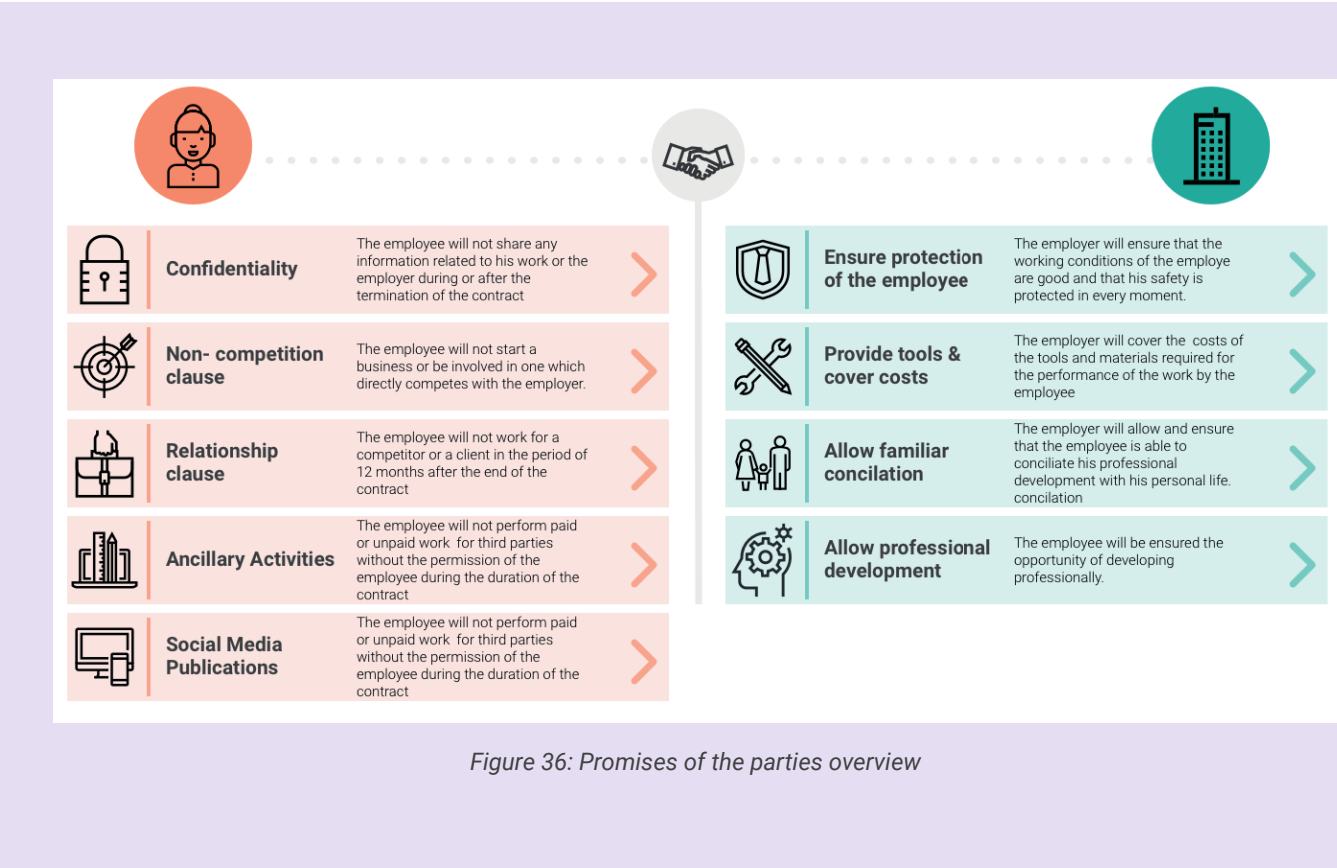


Figure 36: Promises of the parties overview

## 5.4 Testing

### 5.4.1 Goal and overview

Once the first prototype was developed, it was necessary to validate if the design direction and the framework were meeting the objectives of the contract, which are explained below. To assess it, different types of test and evaluations were conducted. These tests were focused on evaluating different aspects of the design and involved the stakeholders and different target groups. As follows the questions that wanted to be answered with the testing are explained:

#### RESEARCH QUESTIONS

#### Q1| ARE THE FRAMEWORK AND THE NEW CONCEPT FEASIBLE?

It is important to understand the feasibility of the implementation of the visual employment contracts is in the real context. To evaluate this aspect the specific stakeholders were consulted, this means lawyers and HR departments, as they are the ones who will design and implement the contracts in the future.

#### Q2| IS THE UNDERSTANDABILITY IMPROVED WITH THIS NEW DESIGN?

Another important aspect to evaluate is the understandability of the visual employment contract. The goal was to find out to what extent the visual version improves the comprehension of the contract with regard to the traditional text version. The end users, employees and employers, are the target groups able to evaluate this aspect.

#### Q3. ARE THE VISUAL CONTRACTS PERCEIVED AS FAIRER THAN THE TEXT CONTRACTS?

The goal was to evaluate the fairness of the visual contracts, as this was one of the main focus points of the project. In this first cycle, it was decided to compare the visual and the text version to understand which is the impact that these contracts have and which are the specific aspects that contribute to fairness. To evaluate this, all the stakeholders like law experts, employers and employees are suitable to collaborate.



### The goal is to evaluate:

- » Feasibility
- » Understandability
- » Fairness
- » Validate framework
- » Usability

#### Q4| DOES THE NEW VISUAL CONTRACT FOSTER THE CREATION OF BETTER AGREEMENTS?

The aim was to assess if the framework which shifts the focus from litigation towards agreements helps to improve the relationship between the employer and the employee. It was also important to evaluate the acceptance of the type of content presented in the contract. This new content, such as the concerns of the parties, the values or the alignment of the parties, had been defined by the new framework. The stakeholders of the contract, are the ones able to evaluate if they would like to have this content included on the contract and if it fosters a better relationship.

#### Q5| HOW CAN THE USABILITY OF THE VISUAL DESIGN BE IMPROVED?

Considering the fact that the new version is interactive is important to pay attention to the usability (UI/UX) as it will contribute to the fairness and the understandability of the contract. Additionally, obtaining feedback on other possible points that might have been missed in the new design is very important too. All types of possible users of employment contracts are the target group suitable for this testing.

### TESTING OVERVIEW

As it has already been explained different types of tests and evaluation methods have been used to answer these questions. The following image provides an overview of this tests explaining what they consisted of and how did they contribute to answering the questions that have been formulated.

1

#### LEGAL DESIGN THINKING NETWORK WORKSHOP



#### WHO WAS INVOLVED?

Law experts, designers and Hiil



#### HOW?

A workshop was conducted to present the prototype and generate new ideas in collaboration with law experts and designers on how to improve the design.



#### CONTRIBUTED TO RESEARCH QUESTIONS

Q1, Q4, Q5.

2

#### HR INTERVIEWS



#### WHO WAS INVOLVED?

Human Resources managers of two potential clients: Pezy & Client A



#### HOW?

Interviews with the HR departments of two potential clients, one of which provided the text contract.



#### CONTRIBUTED TO RESEARCH QUESTIONS

Q1, Q4, Q5.

3

#### ONLINE QUESTIONNAIRE



#### WHO WAS INVOLVED?

Visual contacts community, law experts, employers and employees and students



#### HOW?

Users were granted access to the visual and text version of the contracts and afterwards they performed an online questionnaire with experience and perception based questions.



#### CONTRIBUTED TO RESEARCH QUESTIONS

Q2, Q3, Q4,Q5

4

#### USER TESTS



#### WHO WAS INVOLVED?

Students who were former or potential employment contracts users.



#### HOW?

User tests to evaluate the comprehension and usability were performed with both, the text and the visual versions



#### CONTRIBUTED TO RESEARCH QUESTIONS

Q1, Q4, Q5.



## 5.4.2 Test 1: Legal Design Thinking Network Workshop

Once the first prototype was developed, it was necessary to validate if the design direction and the framework were meeting the objectives of the contract, which are explained below. To assess it, different types of test and evaluations were conducted. These tests were focused on evaluating different aspects of the design and involved the stakeholders and different target groups. As follows the questions that wanted to be answered with the testing are explained:

### GOAL

To evaluate the interactive prototype from the law experts perspective and give answer to the following questions:

- Q1|** Are the framework and the new concept feasible?
- Q4|** Does the new visual contract foster the creation of better agreements?
- Q5|** How can the usability of the visual design be improved?

### WHO WAS INVOLVED?

The participants were law experts and designers interested in legal design thinking and Hiil members.

### HOW?

A workshop was conducted in collaboration with Hiil to explore the future of employment contracts and test the visual contract prototype (See Appendix F |Test 1: Hiil Workshop). The first part of the workshop was dedicated to research about the guidelines that Hiil is developing in the employment contracts field. The second part, was focused on the evaluation of the visual prototype with the goal to obtaining feedback and points for improvement. To develop this second part, the relevant for this project, the participants were asked to role play as employers and law experts who were using the contract for the first time, while they were being interviewed by other participant. Afterwards, they were asked to create their own visual employment contract paying attention to details like structure and content. A pitch of the ideas and a final common reflection were the closing activities of the session.



Figure 37: LDT Workshop

## RESULTS

### »THE VISUAL EMPLOYMENT CONTRACT IS FEASIBLE AND LEGALLY BINDING FROM THE LAW PERSPECTIVE

According to the law experts the contract the fact that the contract is visual does not affect the feasibility and it still makes it legally binding. They do not find any issues in the structure or the content of the contract as these are flexible and can be adapted to each case.

### »THE FRAMEWORK WHICH DEFINED THE STRUCTURE OF THE CONTRACT WAS POSITIVELY PERCEIVED BY THE LAWYERS

The new structure was defined as “more friendly and clear” by the law experts. It makes the contract more personal and accessible for the users. There were some elements that still could have been improved, an example is the formulation of the promises, these could be more personal and engaging, or that apparently it was specifically targeted to the employee and not so much to the employer.

### »THERE ARE USABILITY AND UNDERSTANDABILITY ELEMENTS THAT CAN BE IMPROVED

The visual contract prototype presents several usability issues that might interfere with the understandability of the contract. The information is presented hierarchically from the highest to the lowest level of importance. In order to have access to the low level, in other words, the details of the contract, different elements or cues have been created. However, the current prototype presents some usability problems which make it difficult for the user to identify these cues and access to all the information. See Figure 38: Detailing Cues, to see an example.

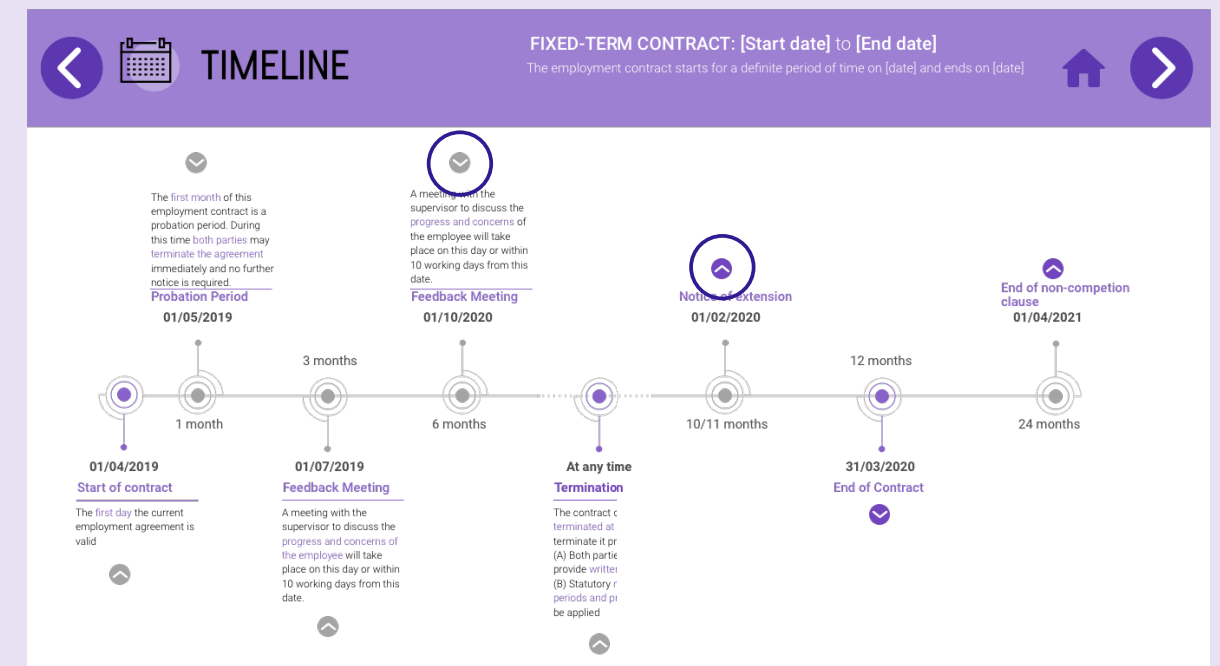


Figure 38: Detailing Cues.

*It was difficult for the users to identify that the arrow icons could display more information.*



### 5.4.3 Test 2: HR department meetings

The second test consisted on validating the prototype with the Human Resources department head's of two potential clients: Pezy, who provided the text version, and Client A. The goal was to understand what elements were suitable for the implementation of the visual contract and which elements were missing (See the structure in Appendix G | Test 2: HR Interviews). Additionally, the purpose was to evaluate the prototypes from the employers perspective to understand if it aligned with their needs and concerns.

#### GOAL

The goal was to validate the new contract design with the HR department employers to identify possible feasibility issues when implementing it in the company. To evaluate the interactive prototype the test should give answer to the following questions:

**Q1|** Are the framework and the new concept feasible?

**Q4|** Does the new visual contract foster the creation of better agreements?

**Q5|** How can the usability of the visual design be improved?

#### WHO WAS INVOLVED?

The heads of the HR departments from Pezy group and Client A.

#### HOW?

Interviews were conducted with the managers from two companies, Pezy and Client A, these meetings consisted of two parts. The first one, in which specific information about their hiring and contracting process was retrieved to tailor the contract to their specific needs in future iterations. The second one, in which the interviewees explored the prototype freely, while responding to an open questions interview.



Figure 39: Pezy Group Office

#### RESULTS

##### »THE VISUAL CONTRACT CAN BE IMPLEMENTED ON THE COMPANIES, BUT THEY SHOULD ALIGN WITH THEIR WORK FLOWS.

It is possible to implement the contract in the clients, however, is important that these can integrate it in their current flows of work. In Client A for example, the process is digital and uses automatized, therefore, the platform for the creation of the contract should adapt to their system. It is important to consider this for the further development of the visual contract beyond this project. For Pezy Group, as their contracting process is less automatized and they do not use an specific software their main requirement is that no visualization or design skills are necessary to adapt the contract.

##### »THE VISUAL STYLE OF THE CONTRACT SHOULD ALIGN WITH THE COMPANY'S IDENTITY AND THE NEEDS OF THE EMPLOYEES.

The current version is perceived as playful and not so formal by HR heads due to its visual style. Therefore, is important to consider to align the style to the company's brand identity and values. The use of visual contracts already communicates the proactivity of the company to communicate clearly with their employees, showing their values and interest on the well-being of these. Additionally, it should be tailored to the specific needs that the employees might have.

##### »THE VISUAL CONTRACT SUPPORTS EMPLOYMENT SUSTAINABILITY.

It was perceived by the HR heads that the prototype contributed to increase employment sustainability since it made the labour agreement more personal and transparent for the employee.

##### »THE VISUAL CONTRACT CONTRIBUTES TO IMPROVE THE UNDERSTANDABILITY AND FAIRNESS.

They perceive that the information is more understandable in the visual contract than in the traditional text format. It was highlighted the fact that clear overviews of the important pieces of information were provided, guiding the user to put the focus on the relevant information. Finally, the layout of the information eased the comparison between the both parties compromise and benefits, contributing to the fairness perception.

##### »IT WAS NOT CLEAR HOW TO PROVIDE ACCESS TO THE END-USERS (EMPLOYERS & EMPLOYEES) AFTER THE CONTRACT HAS BEEN SIGNED.

Another consideration is how to provide access to the users after signing the contract. Additionally, is important to consider that not everyone has a device to have access to the internet. Creating a hard-copy of the visual contract can also be a requirement that clients might demand.



### 5.4.4 Test 3: Online Questionnaire

The third test was an online questionnaire that the users had to respond after exploring both the text and the visual version of the contracts (See Appendix H | Test 3: Online Questionnaire). The goal was to allow the comparison of both contracts to be able to evaluate the fairness and the understandability and see if the new version improves the traditional one. The Visual Contracts online community was one of the key element used to reach a bigger number of people.

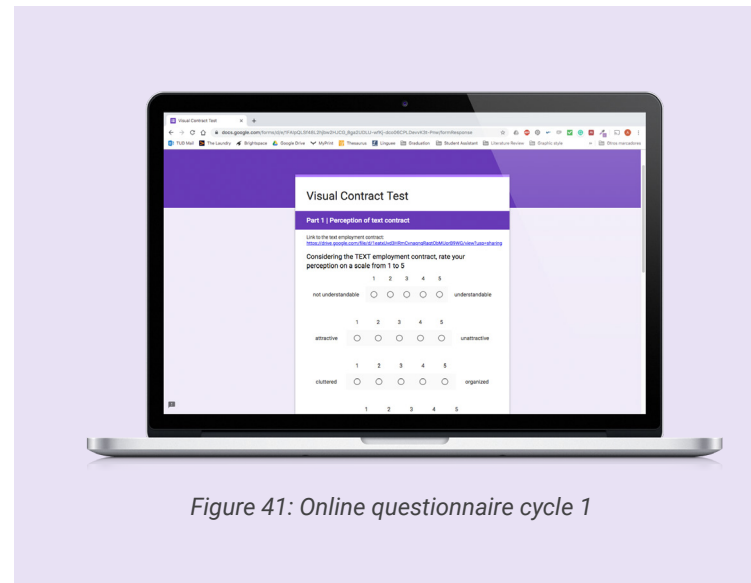
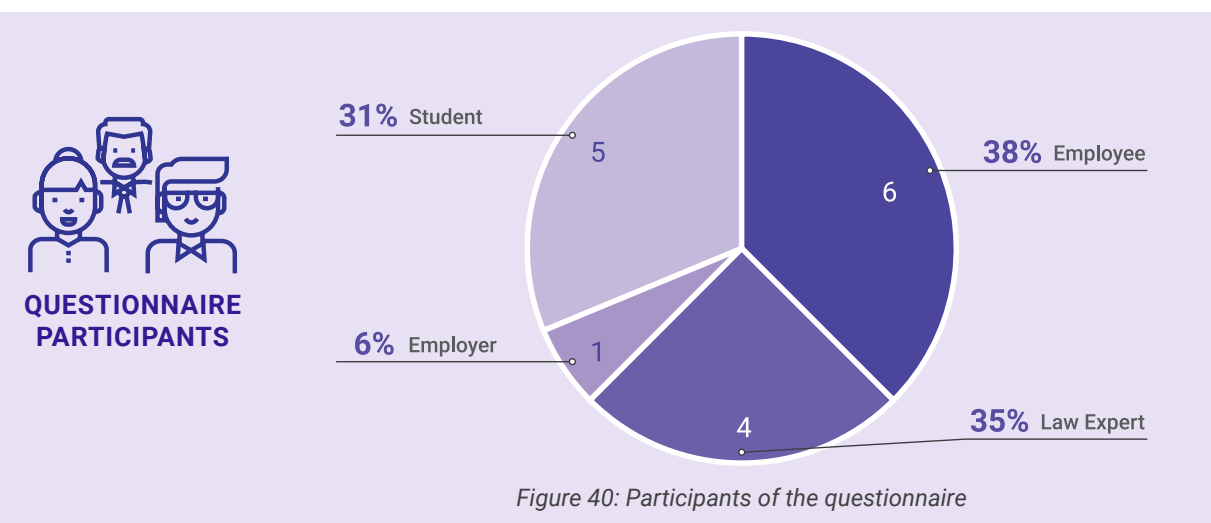
#### GOAL

In order to have access to a bigger number of people it was decided to create a test that could be performed individually and digitally, so that users could access it from any internet device. The goal was to answer the following questions:

- Q2|** Is the understandability improved with this new design?
- Q3|** Are the visual contracts perceived as fairer than the text contracts?
- Q4|** Does the new visual contract foster the creation of better agreements?
- Q5|** How can the usability of the visual design be improved?

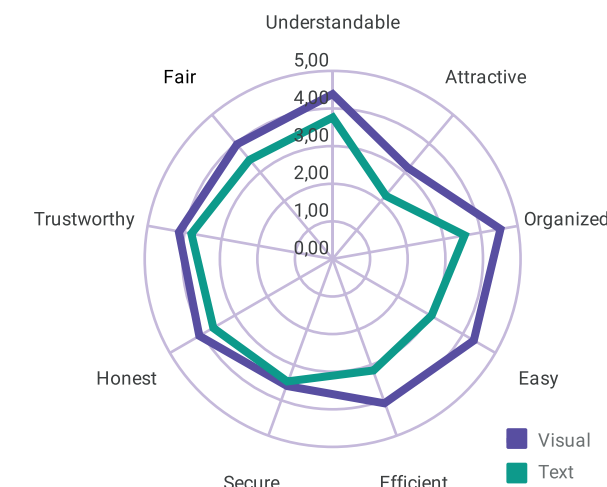
#### WHO WAS INVOLVED?

A total of 16 respondents were involved including law experts, employers and employees and students. Here below you can find the overview of the participants (See Figure 40: Participants of the questionnaire)



#### HOW?

To perform the test the users were granted access to the visual and to the text versions of the contracts, they had instructions to freely explore them although it was not necessary to carefully read every single clause. Afterwards they performed an online questionnaire which included different types of questions. Some of these questions were perception based and others experience based questions, this methodology is the same used by the World Justice Project (Martinez et al., 2019). The former questions focused on the perception that the users had from both contract versions, empty templates that did not include specific data (e.g. salary amount, allowances, etc.) were used not to interfere on the fairness perception. The other type of questions experience based were related to how did they feel when using the contract and which were the positive/negative aspects.



#### RESULTS

##### »THE VISUAL CONTRACT WAS PERCEIVED AS MORE UNDERSTANDABLE AND FAIR THAN THE TRADITIONAL TEXT VERSION

The users perceived the visual contract as more positive than the text version in all of the aspects evaluated. From the understandability perspective the following aspects were evaluated: understandable, attractive, organized, easy and efficient. From the fairness perspective the aspects evaluated were: fair, trustworthy, honest and secure. The scores in these aspects were higher for the visual contract than in the text one (See Figure 42: Perception of text contract vs visual contract) (See results in Appendix H | Test 3: Online Questionnaire)

##### »THE PLAIN LANGUAGE AND LAYOUT OF THE INFORMATION IN THE VISUAL CONTRACT CONTRIBUTES TO UNDERSTANDABILITY.

The users explained that the visual contract was better understood thanks to the use of easier language and thanks to the layout of the information. They were able to identify that the information had already been categorized in topics and afterwards prioritized. This prioritization was done according to the level of importance, to provide a quick overview of the most relevant information.

#### Law Expert

"Yes it does. It is possible to find any of the terms easily and with the plain language it is understandable."

#### Employer

"The layout gives the information different hierarchies which makes easier to understand"

##### »THE USERS THOUGHT THAT THE EMPLOYER WAS MAKING AN EFFORT TO COMMUNICATE THE LABOUR AGREEMENT.

The test users perceived that the fact that the employer was using a visual contract instead of the text version already demonstrated his interest on being transparent and honest with his employees. This contributed to the perception of fairness and to establish the basis for a future trust relationship.

#### Employee

"The visual version is perceived as more fair than the text one because it is understood that the contractor make an effort to make the contract as transparent as possible"

##### »IT IS PERCEIVED THAT THE CONTRACT CAN HELP TO REDUCE THE POWER DIFFERENCE, ESPECIALLY BY THE EMPLOYEES AND THE LAW EXPERTS.

The users explained that the use of visual communication enhances the comprehension giving more tools and opportunities for the employees to understand better the contract. Once they have a better command of the information they will be able to take more strategic decisions and negotiate better terms and conditions for their own well-being.

#### Law Expert

"Yes, I think it helps to close the power difference. Employers mostly have lawyers who is doing these legal works for them, therefore they don't even have to understand these contracts. However, employees are mostly on their own, and I believe this way of presenting contract is really amazing for an employee to understand everything."

##### »MOST OF THE PARTICIPANTS FEEL THAT THEY CAN MORE CONFIDENTLY EVALUATE THE CONTENT OF THE CONTACT TO MAKE A CHOICE USING THE VISUAL VERSION.

In general, participants experienced easier to evaluate the terms of the agreement using the visual contract instead of the text one. They feel that the information is summarized and displayed in an efficient way that allows more quick and confident evaluation.

#### Student

"Using a visual contract would allow anyone to easily understand the terms and conditions and argue the fairness of such a contract"

### 5.4.5 Test 4: User tests

The last test consisted on a user test (See Figure 43: User Test cycle 1) in which the participants could explore both the text and the visual version for later one perform a comprehension test. The goal was to evaluate which of these versions was more understandable.

#### GOAL

There were two main goals to perform the current user test. The first one, was to obtain direct and live feedback on the UI/UX aspect. The second, was to compare the understandability between the visual and the text contract, to verify if the visual contract is really improving comprehension or is just the perception of the users. The test was focused on answering the following questions:

**Q2|** Is the understandability improved with this new design?

**Q3|** Are the visual contracts perceived as fairer than the text contracts?

**Q4|** Does the new visual contract foster the creation of better agreements?

**Q5|** How can the usability of the visual design be improved?

#### WHO WAS INVOLVED?

A total of 5 students who were former or potential employment contracts users were the participants of the tests.

#### HOW?

5 user tests were performed in 3 different phases (See Script in Appendix I | Test 4: User Test). The first one, was the exploration phase, in this phase the users could freely explore the text contract on a paper version and the interactive prototype using an ipad (the order was altered in order not to bias the results). During the exploration they were asked to think out loud on their experience, the comments were annotated on a printed version of the visual contract.

The second part, consisted on a comprehension test with 5 questions (multiple-choice answer) for each of the contracts (See Comprehension Test in Appendix I | Test 4: User Test). The respondents had the version of the contract next to them to explore when answering each of the tests. Their answers were timed and later on evaluated on two parameters: speed and accuracy. This method, was the same than Passera (2017) used during her dissertation to evaluate the understandability of the contracts.

The last part consisted on filling in the online questionnaire by the participants, with the goal of obtaining more information especially from the perception perspective. The focus was mainly on the understandability perspective, as their perception and the reality might vary confirming that sometimes there is a misalignment that might affect influence their choice when signing the agreement. Although the sample is limited it is interesting to see in which direction do the results point.



Figure 43: User Test cycle 1

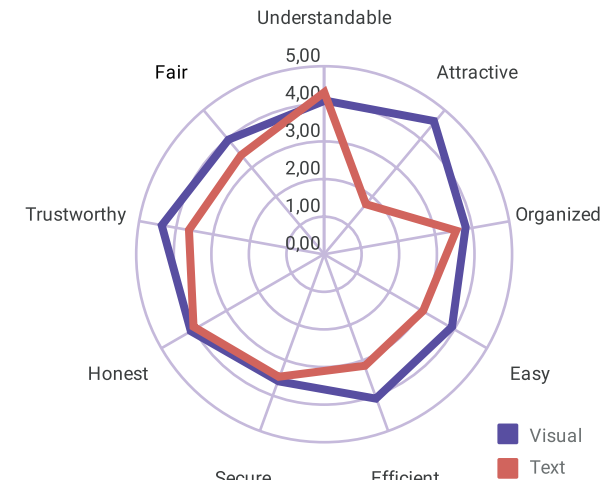


Figure 44: Test user's perception of text contract vs visual contract

#### RESULTS

The results from the user test and the questionnaire were analyzed (See complete results in Appendix I | Test 4: User Test), leading to the following insights:

#### »THE VISUAL CONTRACT WAS PERCEIVED AS BETTER IN THE UNDERSTANDABILITY AND FAIRNESS ASPECTS

Users perceived that the visual contract more positively, in almost all of the aspects, except for the understandability (See Figure 44: Test user's perception of text contract vs visual contract). This means that the visual contract improves the text version in almost all the aspects, the results are similar to the ones from the Test 3: Online Questionnaire.

#### »THE ACCURACY WITH THE VISUAL CONTRACT WAS HIGHER ALTHOUGH THE SPEED WAS SLOWER

The comprehension test proved that users were able to understand better the visual than the text version (See Figure 45: Comprehension test results: Accuracy), however, the answering speed was lower in the visual ones (Figure 45: Comprehension test results: Time). The speed difference can be due to the limitations between the interactive prototype and the paper version of the contract as it was easier to scan through the text document just searching for the headings than navigating through the interactive prototype as the UI/UX of the visual contract has room for improvement.

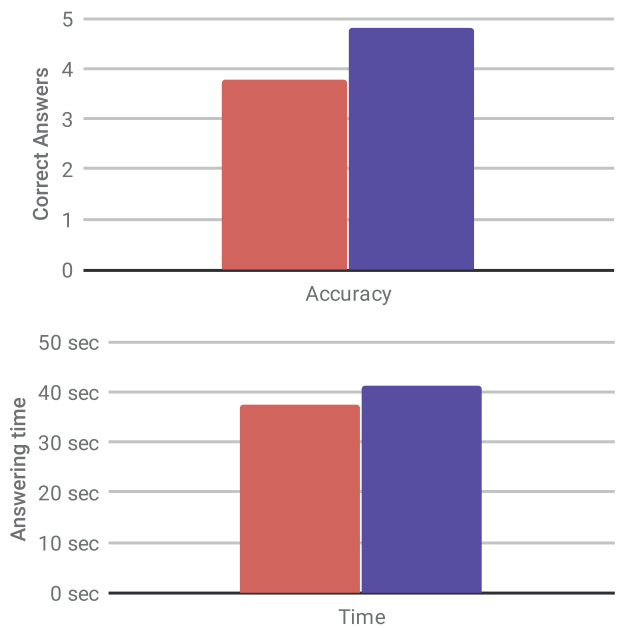


Figure 45: Comprehension test results

#### »THERE IS A MISALIGNMENT BETWEEN REALITY AND PERCEPTION OF UNDERSTANDABILITY

The results of the comprehension and perception test demonstrate that there is a misalignment in the understandability of the contracts. The users perceive that the visual contract is less understandable than the text version however, in the comprehension test the accuracy was one point higher (out of 5) in the visual contract than in the text version. This result confirms that sometimes the users perceive they have understood the terms and conditions of the contract when is not true, and there is a need to make this visible to them.

#### »UI/UX EVALUATION

- » The navigation menu and UX structure is not clear and can lead to confusion, making difficult to switch between screens.
- » The order in which the sections are presented can be improved. Users would like to see the most relevant elements first (like: time and value or promises) and later get into other details (for example: the vision).
- » The color codes (employer/employee) and the comparison layout were useful cues, which allowed the users to evaluate the fairness in an easier way.
- » The users experienced that the information is correctly classified and could quickly access to an overview of the most relevant info.



### 5.4.6 Conclusions of evaluation

The results of the evaluation of the first prototype were quite positive and lead to very interesting insights which will be presented in this section. The main goal of the evaluation was to answer the 5 questions presented at the beginning of the chapter, which were related to the following aspects: feasibility, understandability, fairness, agreements and usability. The answers to the research questions are presented below.

#### Q1 ARE THE FRAMEWORK AND THE NEW CONCEPT FEASIBLE?

The concept is feasible from the law perspective as it holds the same binding value than traditional contracts, according to the law experts. From the employers perspective, the concept is also feasible but there are certain requirements that would be interesting to consider in the next cycle.

#### TAKEAWAYS

» 1. To make it implementable and feasible for the employer it should adapt to the contracting flow of the employer.

In other words the contract should adapt to the software and process used by the company and also be ready to enable the automation of contracts. No complex design or software skills should be required for the creation of the contract. This is an important consideration for future development. Additionally, is important to clearly explain in which ways can the users have access to it after the contract has been signed.

» 2. Aligning the visual style to the company's brand identity and user needs.

Is important that the contract fits with the company's identity, increasing in this way the consistency and the acceptance from the employers perspective.

#### Q2 IS THE UNDERSTANDABILITY IMPROVED WITH THIS NEW DESIGN?

After comparing the results between the comprehension of the text and the visual versions it is possible to determine that the visual contract improves the understandability. 3 key elements that improve it have been identified: the plain language used to simplify the content, the organization by topic of the information and the prioritization by level of importance. However, there are still several elements than can be improved in order to ensure that the understandability is boosted to the maximum. This elements are mostly related to usability issues that .

#### TAKEAWAYS

» 3. Is important to create a more solid storyline to increase understanding.

This means that the way things are presented should transform into a more graspable story which the users can easily follow and that adapts to the contracting processes of the employer. An example could be to include more personal language to make it more relatable for the employee and the employer.

#### Q3 ARE THE VISUAL CONTRACTS PERCEIVED AS FAIRER THAN THE TEXT CONTRACTS?

In general, the users perceived and experienced that fairness of the contract is increased in comparison to the text version. They feel more confident to evaluate the terms and conditions of the contract thanks to a better understanding, but also to other elements. The layout of the content is one of them. The new layout eased the comparison between the obligations of each of the parties. Also, the use of color codes to differentiate each of the stakeholders was a cue to improve the fairness aspect of the contract. The focus for the next cycle will be on the evaluation of the fairness, instead on the comparison between text and visual contracts.

#### TAKEAWAYS

» 4. Tracking reading progress is essential to ensure the fairness.

With traditional contracts is easy to make sure you are not missing any important piece of information as you read

the contract in the fixed order. However, the interactive prototype is more complex because you are free to navigate to any part of the contract. Keeping track of what parts of the contract have been read will facilitate fairness, so that the user is not missing any piece of information.

» 5. Is important to evaluate the easiness to evaluate fairness in visual contracts.

As the fairness is one of the main aspects of the project, is important to explore how easy is to evaluate the fairness in the next cycle. This means that in the next cycle the evaluation focus will be on understanding how easy is for the users to identify which elements are fair and which not in a visual contract.

#### Q4 DOES THE NEW VISUAL CONTRACT FOSTER THE CREATION OF BETTER AGREEMENTS?

The new structure which focused on the relationship between the parties was positively accepted by the users. The results showed that the employers think that it supports employment sustainability as it makes the agreement more personal for the employee. Additionally, the users perceive that the employer is making an effort to create a more understandable agreement, being transparent and honest to them. This, helps to improve the relationship between the parties and creates trust. Finally, users also perceived that this format helped to reduce the power difference between the parties by being a good tool for negotiation. The overviews highlighting the most important content were essential elements for this.

#### TAKEAWAYS

» 6. The framework and the structure used is understandable and it will also be used in the future iteration.

The structure was clear and positively perceived for that reason they will also be used in the next iteration, it will only be necessary to create a more consistent storyline, adapted to the user needs.

#### Q5 HOW CAN THE USABILITY OF THE VISUAL DESIGN BE IMPROVED?

The current prototype is usable, but there are several details which is important to pay attention to in order to improve the experience and as a result the understandability. The users experience some difficulties with the main structure and also on identifying that it was possible to interact with some elements. This means that the cues were not clear enough and is important to pay attention to such details. The reason to pay attention to this is that the contract will not be an everyday-use document that has a learning curve, but an element they will access in very specific occasions. This means that usability needs to be a smooth as possible.

#### TAKEAWAYS

» 7. Is necessary to create a more usable navigation structure.

The current structure for navigation, presented some issues, therefore, creating a more solid and usable structure will be an important consideration to change the design in the next cycle. The reason is that this element has a big impact on the understandability of the contract.

» 8. Tracking reading progress will improve usability.

As explained in the considerations of Question 3: Are the visuals contracts perceived as fairer than the text contracts is important to track readability from the fairness perspective, but also from the usability perspective. The reason is that it will help the user to take cognisance of his/her reading progress through an indicator that shows the progress.

## 5.5 Reflection on Cycle 1

### RESEARCH TO EXPLORE CONTEXT & SCOPE

During the first cycle the main goal was to explore the context and scope of the project in a more concrete direction. Also, it was essential to understand the different impacts that traditional text contracts and the visual contracts have on the understandability and fairness aspects. With this in mind the following actions were taken. First, a desk research focused on the 3 most relevant areas of the project: contracts context, fairness and understandability. Second, an empirical research involving the main stakeholders of the contracts (law experts, employers and employees) was performed to understand the requirements of the contract and the specific needs and concerns of each of the users.

### FRAMEWORK TO CREATE FAIR CONTRACTS

The results of the research lead to a new definition of fairness and to the creation of a framework which focused on the creation of setting the basis for a good relationship between the employer and the employee. The definition of fairness can be explained as the sum of two elements: the understandability of the contract and the evaluation of the terms of the agreements. The framework, instead divided the contracts into 4 layers: structure, content, interpretation and impact. Using this framework as a base, the next step was to develop the first visual contract.

### CONTRACT AS AN INTERACTIVE DOCUMENT

To create this first version, a contract template from a potential client of Visual Contracts was adapted into an interactive document. Having into consideration the conclusions from the research, the contract was developed including elements that would potentiate the understandability and fairness. Afterwards, once first version was designed it was necessary to evaluate this prototype with the real stakeholders focusing on the following aspects: feasibility, understandability, fairness, agreements and usability. For this purpose, it was necessary to perform 4 different types of tests.

### EVALUATION OF FEASIBILITY, FAIRNESS, UNDERSTANDABILITY AND USABILITY

The first one, was a legal design thinking workshop which involved law experts and designers, and the second one, were open interviews with the HR departments of two potential clients from visual contracts. This two evaluations, were mainly focused on the feasibility and implementation of the contracts, additionally also on the agreements and usability aspects although not so in depth. The third and the fourth test, consisted on an online questionnaire and on a users test, respectively. The goal of these tests was to put an stronger focus on the understandability, fairness and usability aspects. In this case, the users were able to compare both the traditional text and the visual version of the contracts.

### USERS PREFER VISUAL CONTRACT RATHER THAN TEXT

The overall conclusions of the evaluation stated that the visual contract was perceived and experienced as more fair and understandable than the text ones. The new framing of the contract of an agreement was perceived as a good element to improve the relationship between the employer and the employee. From the feasibility and implementation perspective, it was determined that the visual contracts are feasible from the lawyers and the employers view, however there were several relevant elements to consider in the future iterations that can improve to potentiate it and to make it fit with the requirements that the stakeholders might have. At last, from the usability point of view, it was possible to collect feedback on which are the specific elements that need attention. The focus of the next cycle will be towards the fairness evaluation and improving the usability and understandability of the visual contracts.



### TAKEAWAYS SUMMARY

- » 1. To make it implementable and feasible for the employer it should adapt to the contracting flow of the employer.
- » 2. Aligning the visual style to the company's brand identity and user needs.
- » 3. Is important to create a more solid storyline to increase understanding.
- » 4. Tracking reading progress is essential to ensure the fairness.
- » 5. Is important to evaluate the easiness to evaluate fairness in visual contracts.
- » 6. The framework and the structure used is understandable and it will also be used in the future iteration.
- » 7. Is necessary to create a more usable navigation structure.
- » 8. Tracking reading progress will improve usability.



## Chapter 06 | Cycle 2: Redesign



This chapter narrates the process and results of Cycle 2. In this cycle the goal was to improve the design of the visual contract by putting an especial focus into the implementability of these contracts in the real context. The insights gathered in the testing of Cycle 1 served as the base to improve the prototype, also from the UX and understandability perspectives. Regarding the testing realized in this phase, the main goal was to understand if the use of visual contracts eased the fairness evaluation. Additionally, it was important to evaluate the new interface design.

# Cycle 2: Redesign

# 6.1 Goal & Overview

## 6.1.1 Overview

The Cycle 2 (See Figure 46: Cycle 2 Overview) started with the testing of the prototype developed in Cycle 1 (See 5.4 Testing), when both cycles overlapped, due to the use of Research Through Design as a research method. This approach generates knowledge analysing the experience of the user when interacting with a prototype or artifact (Stappers & Giaccardi, 2007). In this case, the prototype was the contract designed in the first cycle. The next step was to perform the analysis of the results to identify relevant insights to improve the design.

Once these insights had been identified they were translated into design features that could be implemented into the new contract. The second version of the visual employment contract was developed, putting a focus on improving its usability and on meeting the client's requirements for implementability. Finally, the last step of the cycle was to perform a user test to evaluate the design from the fairness perspective.

## 6.1.2 Goal

During the Cycle 2 the main goal was to improve the user experience and the implementability of the contracts in the real context to make the results relevant for the company and increase the feasibility. In order to do so, on the previous cycle interviews with HR Departments from real clients and workshop with law experts were conducted. In these activities it was identified which elements needed especial attention in the redesign. Additionally, insights and focus points regarding the usability of the contract were gathered with other testing activities (See 5.4 Testing).

All these insights, were translated during this cycle into improvements or new design features of the contract, serving as the base for the redesign of the contract. The



The **goal** of this cycle is to improve the **user experience** of the design and **implementability**

next step, was to evaluate this design, although with a different goal. During Cycle 1, in parallel to other tests, the focus was to evaluate the understandability of the visual contracts compared to traditional contracts. However, in this cycle the goal is to determine if using visual contracts eases the evaluation of fairness. This means, are the users capable of evaluating if the terms of the contract are fair when they use a visual contract. This is important, as the perception of fairness can be biased due to the lack of legal awareness (See 3.2.4 Fairness for more information )

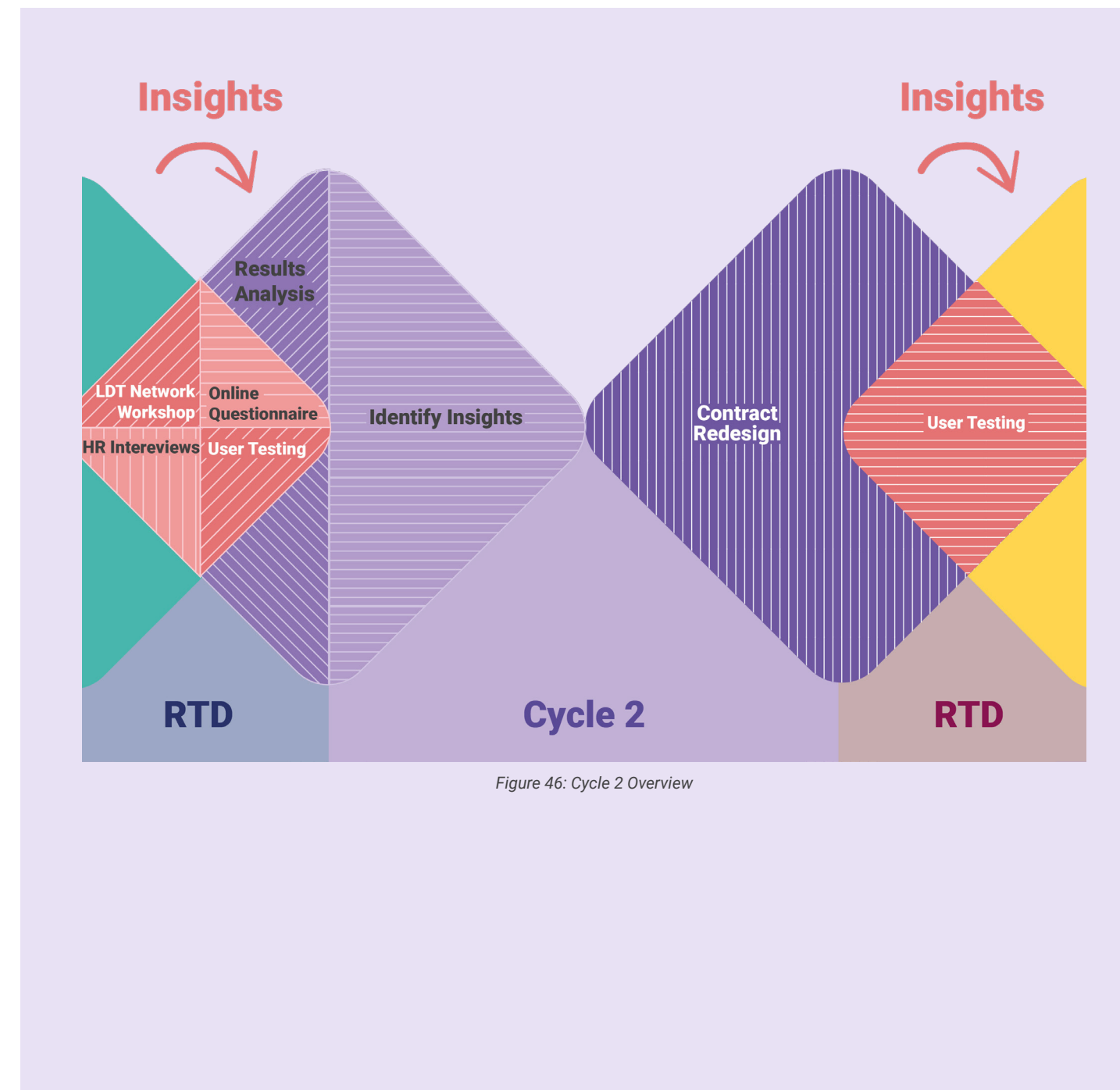


Figure 46: Cycle 2 Overview

## 6.2 Research

As it has been explained on the section 6.1.1 Overview, the research was performed using the approach Research Through Design. The results of the research (See 5.4 Testing) lead to eight main takeaways which will be transformed into new design features and improvement points in the next steps. Additionally, during the testing,

### 6.2.1 Improving implementability in real context

During the previous cycle one of the eight takeaways stated the relevance of adapt the contract to the contracting flow of the employer in order to improve the implementability. As this was something that could be foreseen, during the interviews with the HR heads of departments from the clients (Pezy Group and Client A), a part was dedicated to the mapping out of this process.

The results offered a more detailed and specific contracting flow. Although each of the clients had a different contracting flow, there were several parts and requirements in which they coincide.

#### PROCESS MAP

The process mapped out is similar to the one defined during the research of the cycle one (See 3.3.2 Results of the empirical research - Contract Creation Process). The interviews with the HR departments were useful to contrast and detail more in depth this information from the empirical research. The new information gathered had a bigger focus on the recruitment and contract creation tools and method.

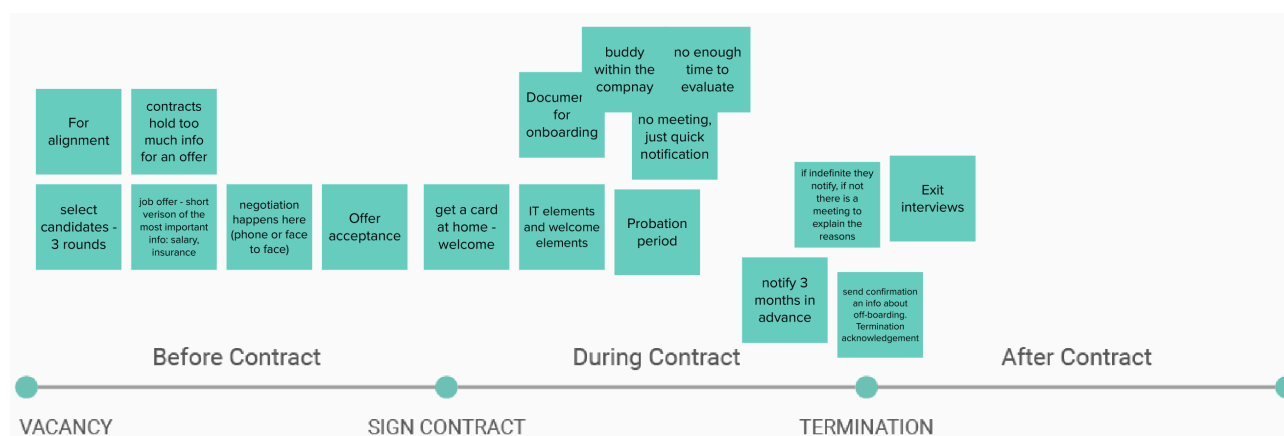
The analysis indicated that each company had a different recruitment and onboarding procedures including:

interviews were performed with the HR departments with the objective of gathering more information regarding the contracting flow. This, was one of the takeaways that arises in the analysis of the test results, the next section gathers this information.

screenings, several interview rounds, negotiation etc. However, the most important insight withdrawn was related to the procedure or method used to create each contract. In the case of Client A, they used a software which was integrated during the whole recruitment process. With this software it is possible to automate the creation of contracts. In the case of Pezy, they use a standard template, like the text version used to create the contract in cycle 1, which they adapt to each case manually.

There is a big difference between both processes, however, both clients expressed their need to automate and ease the process of creation of the contract as much as possible. Additionally, they were concerned about the necessary skills to create a visual contract and the tools necessary to adapt it to each case, this, lead to two main conclusions. First, for future development is important to create a software which can be integrated with the one that the client is already using, or a platform that can help in the automation. Second, the software should allow customization and adaptation of the contracts, but no specific design skills or qualification should be required, at least, if this system wants to be implementable in the companies in the short term.

Figure 47:  
Contract Life  
Process



## 6.3 Insights to Design

After the research and analysis phase of this cycle, the next step was to translate the new information and knowledge generated into design elements or improvement points

### 6.3.1 Implementability

#### FROM CONTRACT TO PLATFORM

##### Cycle 1 Takeaways

» Is important to create a more solid storyline to increase understanding.

» To make it implementable and feasible for the employer it should adapt to the contracting flow of the employer.

» Is necessary to create a more usable navigation structure.

The contract from the first cycle was an interactive prototype that gathered all the information regarding the agreement. However, the results from the research indicated that if this type of elements want to be implemented in real clients is necessary to automate the process of creation. This aligned with the need to create a more solid storyline to improve the user experience lead to the creation of a platform (See Figure 48: Platform Log In) instead of a interactive contract. The reason is that this platform will offer the possibility of automating the creation of the contracts, and additionally it will also hold other functions like indicating the tasks or filling in the personal data.

that will be integrated in the contract. Below are listed the most relevant design decision made on the redesign phase.

#### INTRODUCING COMPANY'S CULTURE

The vision was one of the points that was not so clear for the users, they liked the information displayed, but they were missing some extra-content regarding the company's culture to be able to understand if they really could fit in it. The use of the visual contract is already giving some indications about the company's values and identity, however, it was necessary to add some more extra-information about their culture. For this purpose, several facts about the company were gathered in the vision.

#### MORE FORMAL VISUAL STYLE

##### Cycle 1 Takeaway:

» Aligning the visual style to the company's brand identity and user needs.

Although it was positively perceived, the design from the first cycle was described as very playful and not serious. For this reason, it is important to change this visual style into something more neutral, although still attractive and eye-catching. For this reason, the fonts and some of the colours and elements from the designed were adapted, although the main essence of the visual style has been maintained.

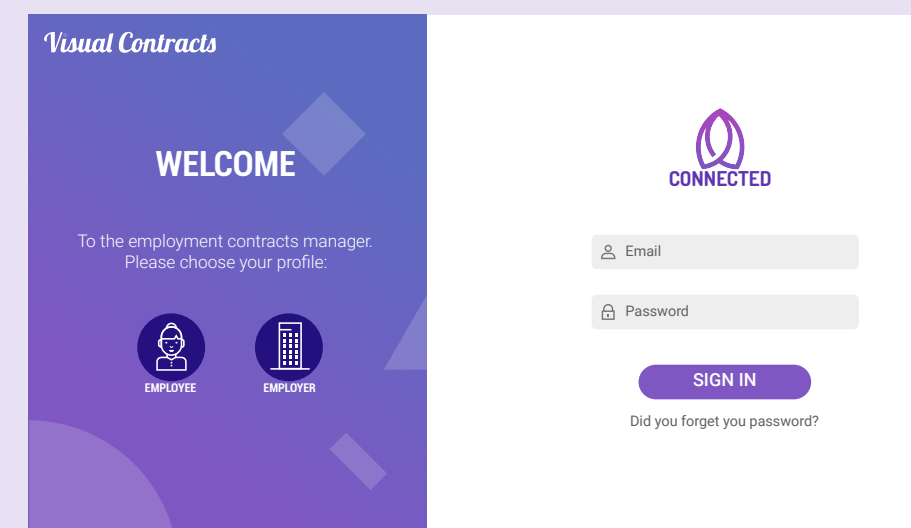


Figure 48: Platform Log In

6.3.2 User Experience

INTRODUCING A USER TOUR

Cycle 1 Takeaway

» Is important to create a more solid storyline to increase understanding.

The information was displayed in an understandable way, but due to the novelty of the contract format and the new structure, it was a bit complicated for the user to follow the storyline and to have a clear scheme of the site structure and functions. Therefore, a User Tour will be integrated in the redesign of the contract. A User Tour is a way of presenting extra-information on the screen and walking the user around the platform on their first visit. This tour, will help to improve the user experience, and also, since the contract is going to be transformed into a platform with more functionalities it is going to guide the users, lowering their learning curve.



Figure 49: Reading Progress Tracker

READING PROGRESS TRACKER

Cycle 1 Takeaways:

» Tracking reading progress will improve usability.

» Is important to create a more solid storyline to increase understanding.

A tracker of the reading progress (See Figure 49: Reading Progress Tracker) is another element that will be integrated in the redesign due to two main reasons. The first one, because this element can guide the user in the flow of the contract, as it provides an overview of all the steps of the sections and steps before signing, being an essential part of the User Tour . The second one, because it allows the user to keep track of which parts have been read, and which ones are still missing before signing the contract.

SIDEBAR NAVIGATION STRUCTURE

Cycle 1 Takeaway

» Takeaway from cycle 1: Is necessary to create a more usable navigation structure.

The navigation in the first concept was easy but not efficient. It only allowed to go to the home page, back and forward. This structure did not allow the user to navigate directly and did not offer a clear overview of all the sections of the contract. For this reason, and with the goal of improving the navigation, the usability and the comprehension of the contract, a side bar will be integrated in the basic structure of the contract (See Figure 50: Sidebar Menu).

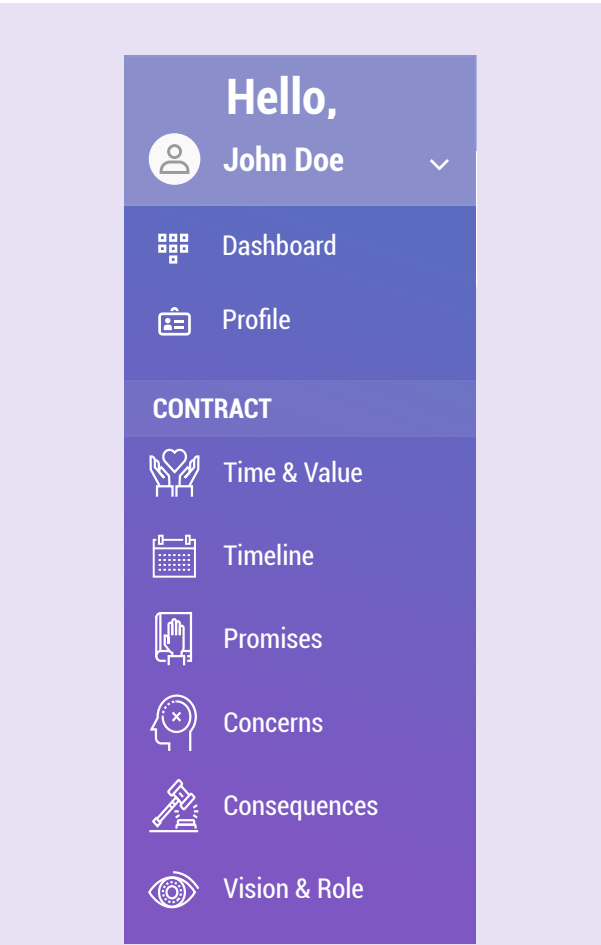


Figure 50: Sidebar Menu

6.3.3 Fairness & Understandability

FRAMEWORK WILL BE PRESERVED ALTHOUGH THE ORDER WILL BE CHANGED

Cycle 1 Takeaway

» The framework and the structure used is understandable and it will also be used in the future iteration.

The results from the testing of the first cycle concluded that the framework created was effective and understandable for the creation of contracts. Therefore, the structure of the contract and they type of content will be preserved in the redesign of the contract. However, the order in which the information is presented will change as the users indicated clear preferences on which information they check first as it is more relevant for them.

USE OF MORE PERSONAL LANGUAGE

Although the contract was already using plain language, the structuring of the content (having sections like promises, concerns or consequences) invited to transform the language used into something more personal. An example can be found in the promises section, which on the first contract stated "The employee promises...", this, will be transformed into "As an employee I promise". By using the first person the content of the contract becomes more tangible and closer to the employee making it more relatable and helping to close a bit the gap between the employer and the employee.

COMPREHENSION QUIZ

Cycle 1 Takeaway:

» Is important to evaluate the easiness to evaluate fairness in visual contracts.

In order to improve the fairness of the contract (See the definition of fairness in 3.2.6 Conclusions) a comprehension quiz will be integrated (See Figure 51: Comprehension Quiz). This quiz will allow the user to evaluate the understanding of the contract. This is an answer to the understandability perception, as it is common that sometimes users perceive they have understood all the information when in reality they have misunderstood it. By implementing this quiz, the employee will have the choice of evaluating if they are understanding the content of the contract correctly. From the employers perspective, this quiz is also beneficial. It is a positive indicator, as it is showing the effort from the company on the making their future employees aware of the terms and conditions of the contract, is a sign of transparency.

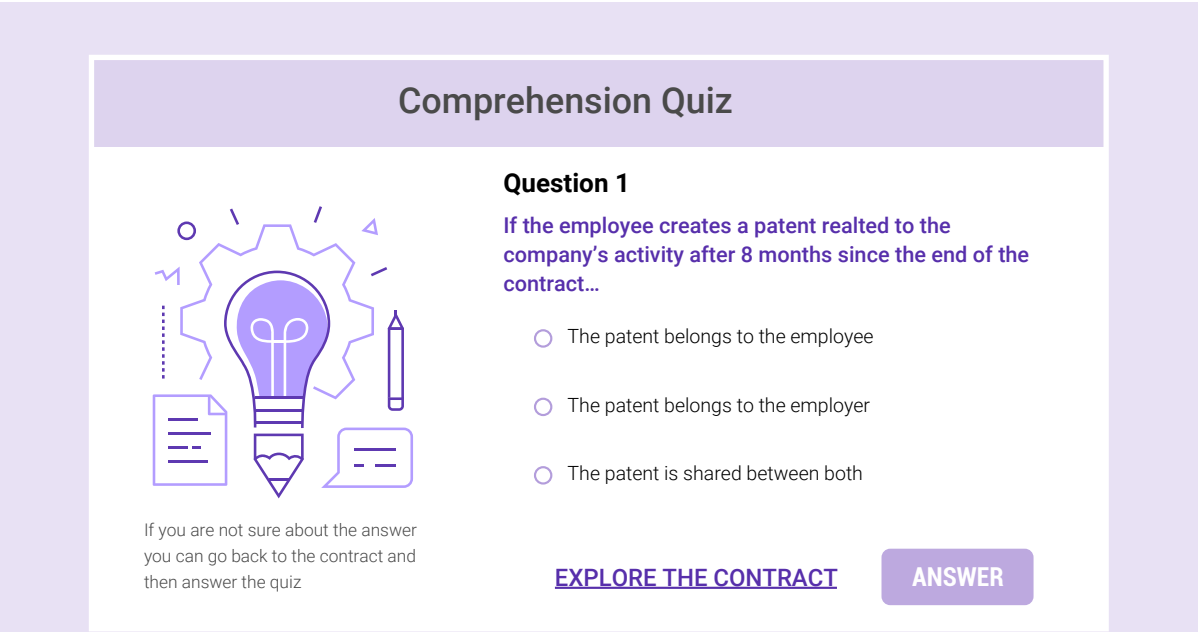


Figure 51: Comprehension Quiz



## 6.4 Visual Contract Design 2

Redesign from interactive document to **contracting platform**

The current section gathers the redesign of the contract, including the new structure of the contract along with the new user interface design.

### 6.4.1 Site Structure

The redesign of the contract brought a big change in the structure of the contract. For this reason, a new site map architecture was created to offer a clearer overview of the contract structure (See Figure 52: Contract 2 Site Architecture). The new structure is based on a platform which has a login page and the home screen has been transformed into a dashboard which offers an overview of which are the main task to do in the platform. However, there is another additional element, the User Tour, which during the first visit to the platform guides the user in the reading of the contract. The flow of the User Tour can be found in red.

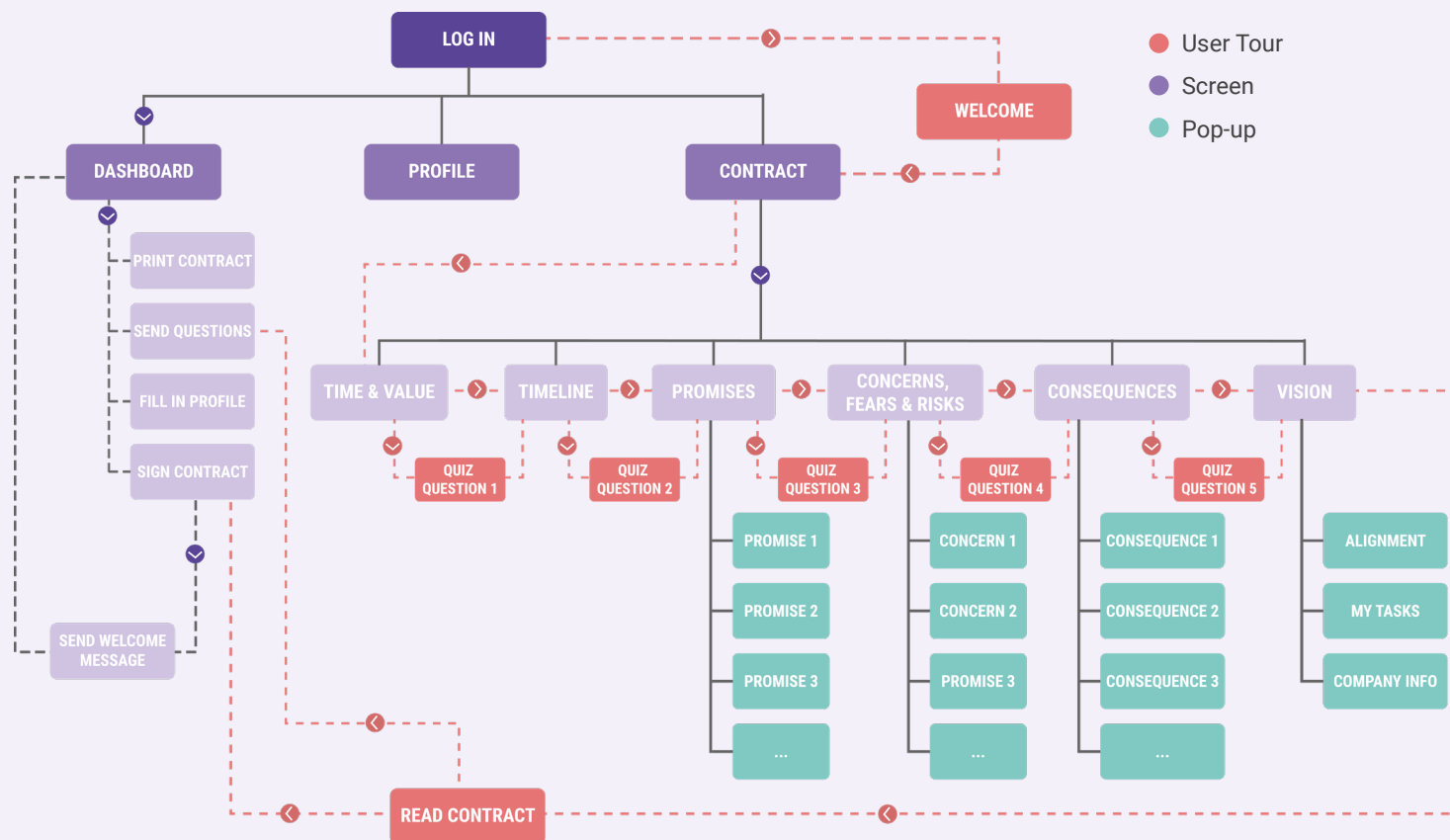


Figure 52: Contract 2 Site Architecture

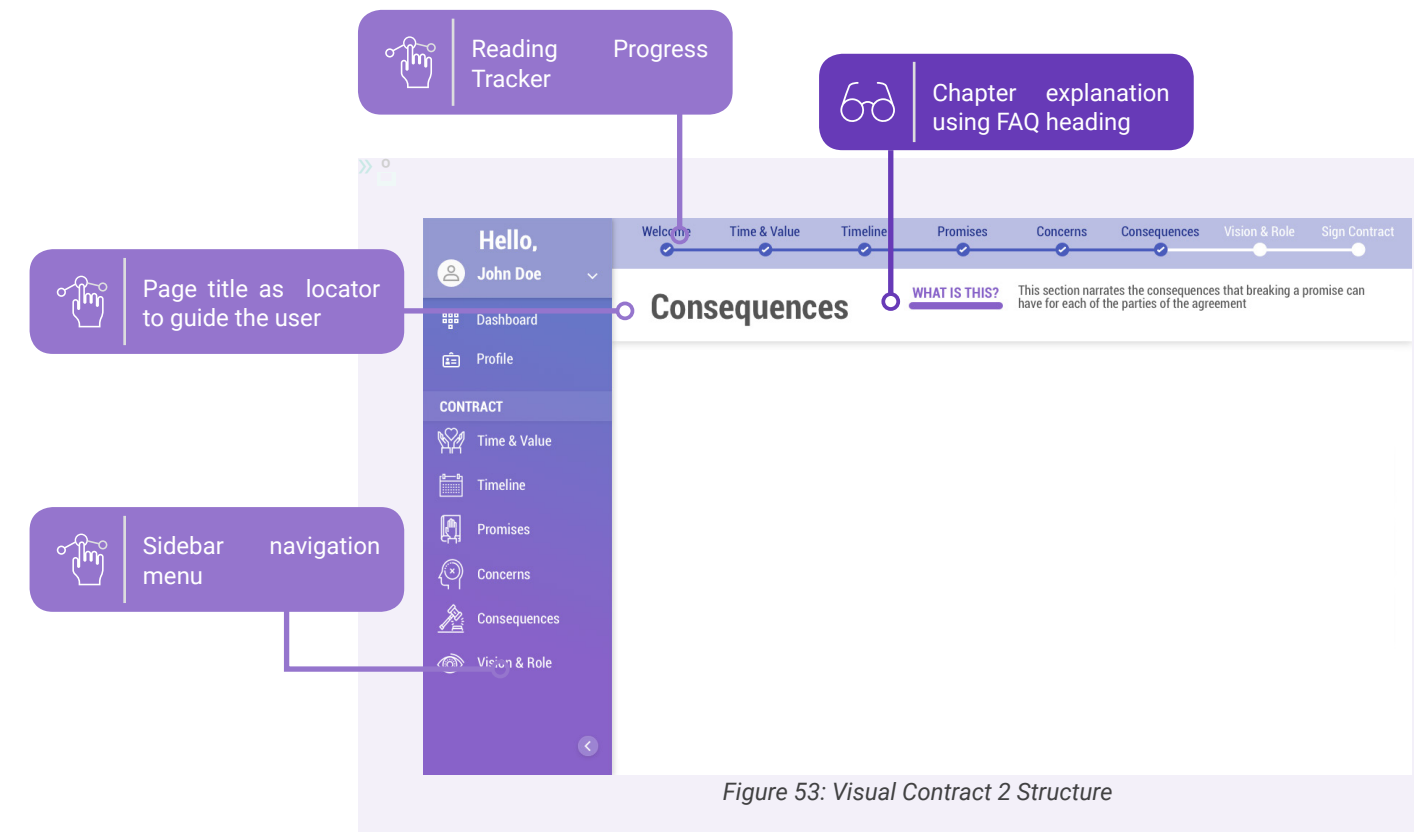


Figure 53: Visual Contract 2 Structure

YOU WANT TO EXPERIENCE THE CONTRACT?



Scan the QR code or follow the link below:

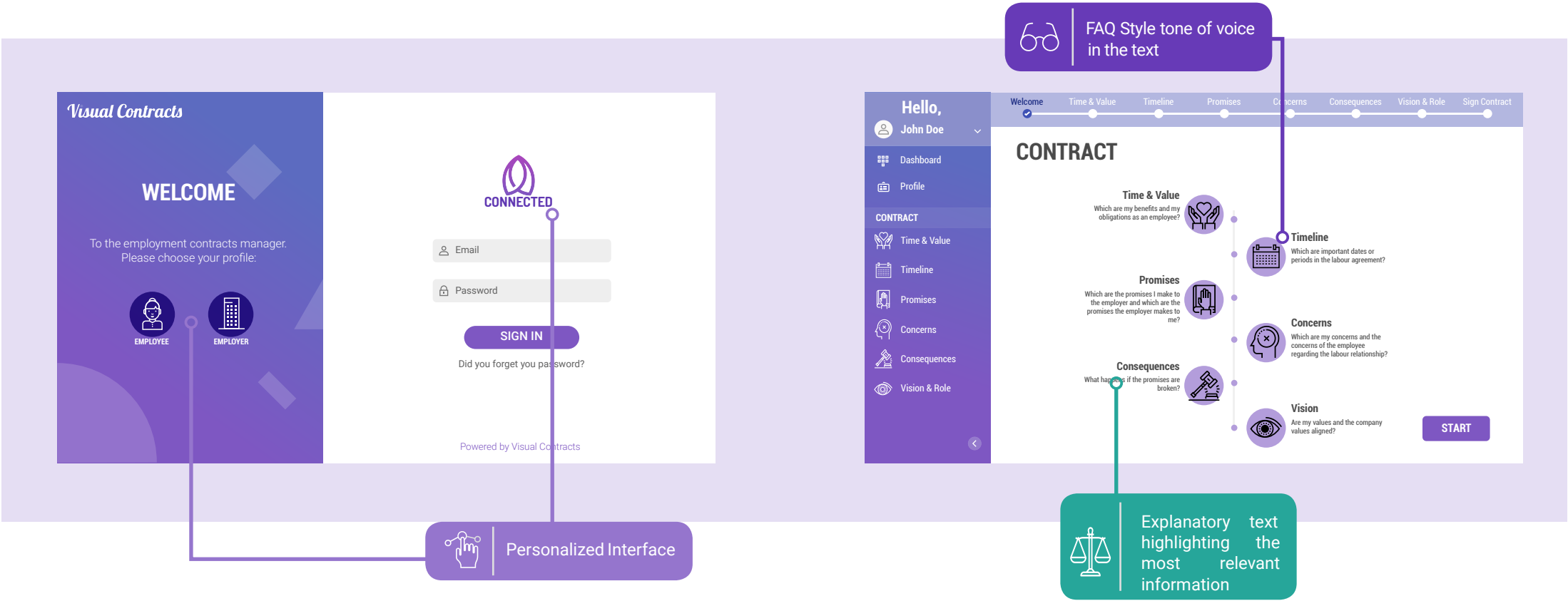
[sketch.cloud/s/w1AaI](https://sketch.cloud/s/w1AaI)

### 6.4.2 Interface Design

The new design of the interface is based on a structure which consists on a sidebar menu navigation and a locator indicating the page name on the top part (See Figure 53: Visual Contract 2 Structure). This top component holds also an explanatory section which narrates the content of the chapter, as the structure of the contract is not the traditional one and the user might need to get familiar with it. Finally, it counts with a reading progress tracker, it indicates the parts that have been read and how far they are in the process of signing the contract. As follows an overview of all the most relevant screens, their goal and also design decisions that have been made (All the screens are gathered in Appendix J | Visual Contract 2). As in the previous cycle three type of design decisions have been made: usability, understandability and fairness evaluation.

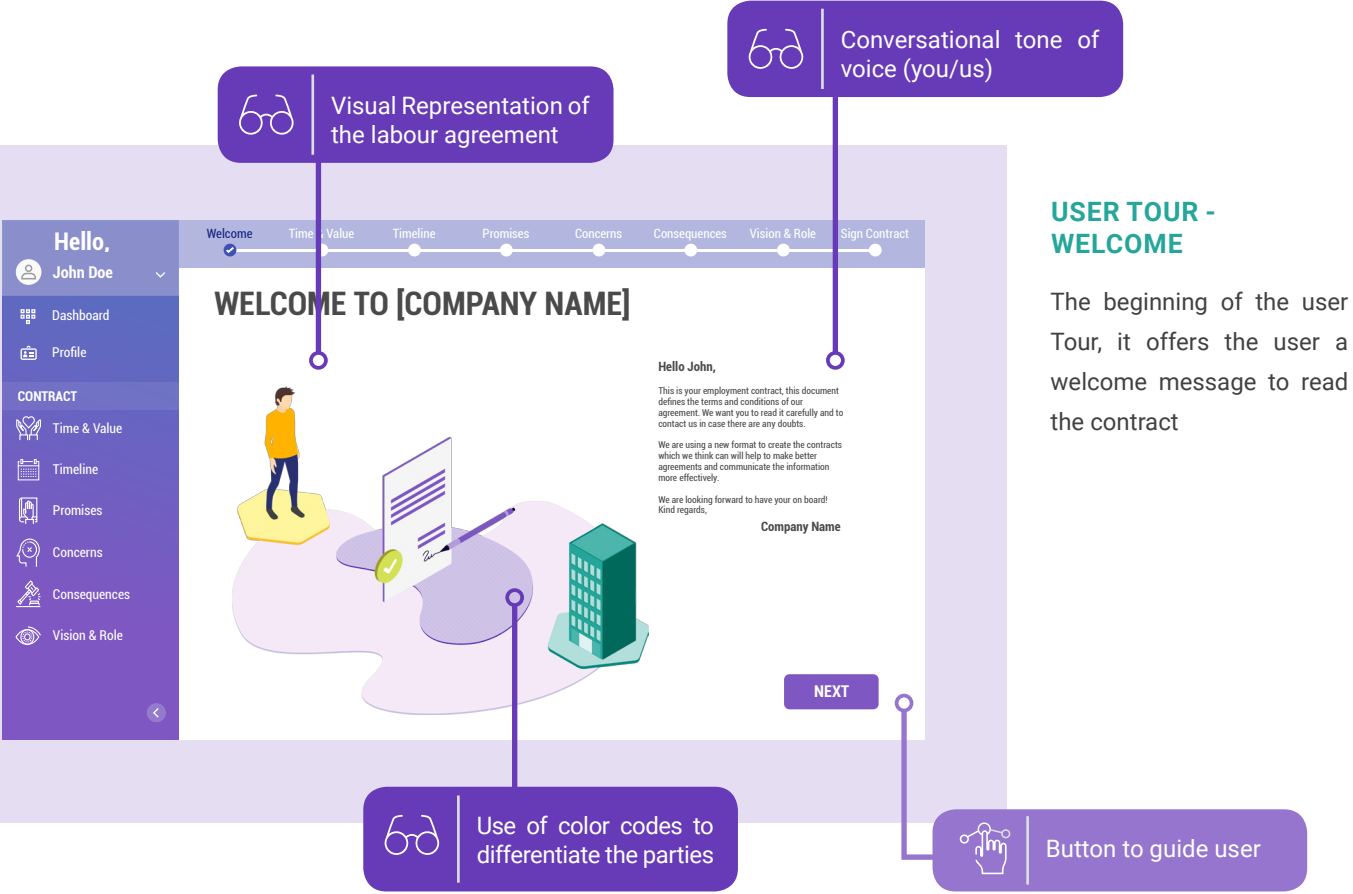
LOG IN

The Log In screen of the platform, so the users can picture how it would actually work. It allows to choose the type of user at the beginning



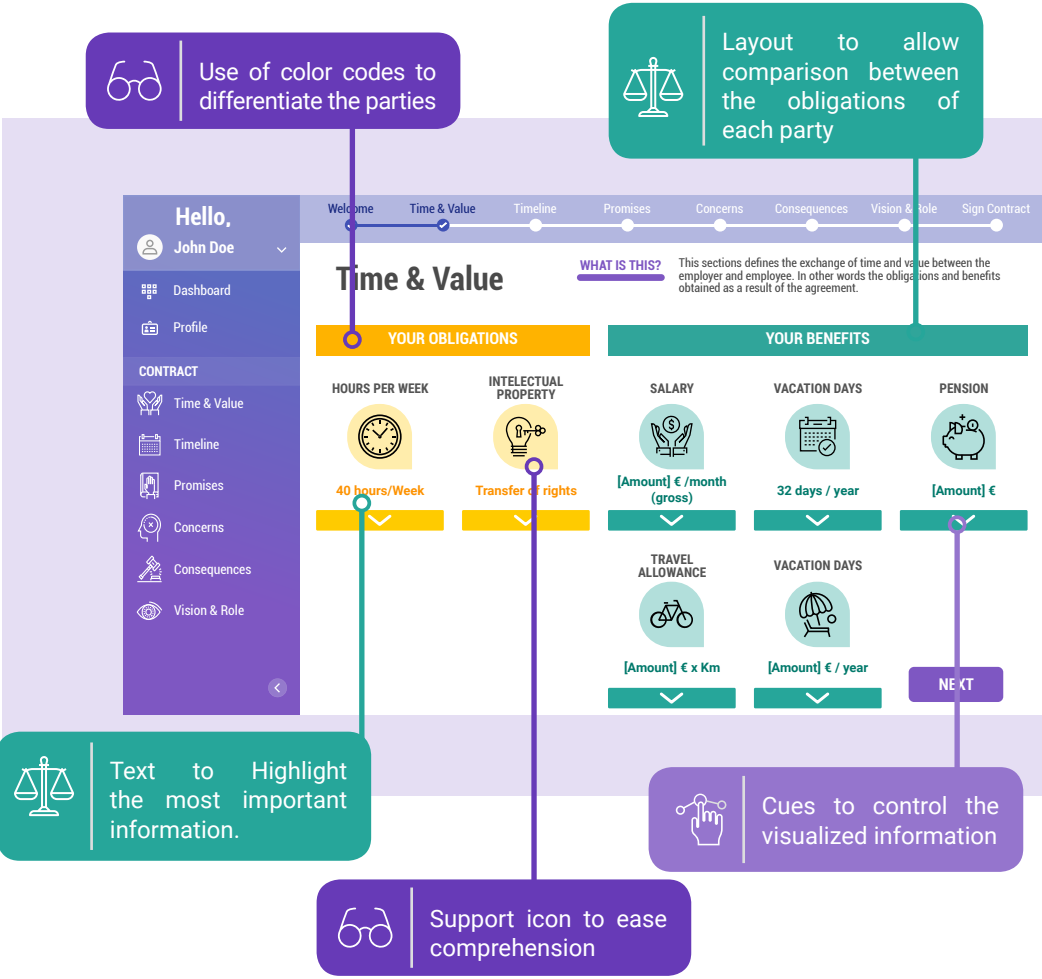
CONTRACT STRUCTURE

The objective is to explain the structure of the contract to the user, as it is new for the users. Also it can act as a reference



TIME & VALUE

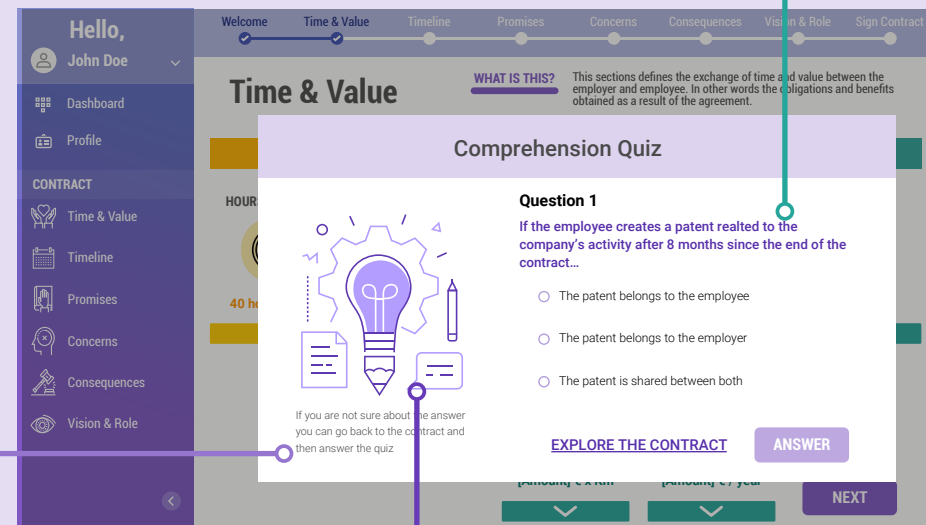
The goal is to quickly provide the user with an overview of the most relevant info of the agreement related to their benefits and obligations. It uses the approach of Business Terms first.



## QUIZ POP-UP

The goal is to offer to the user a tool for self-evaluation on the understanding of the contract. This information can also allow the employer to identify which are the parts of the contract that need attention.

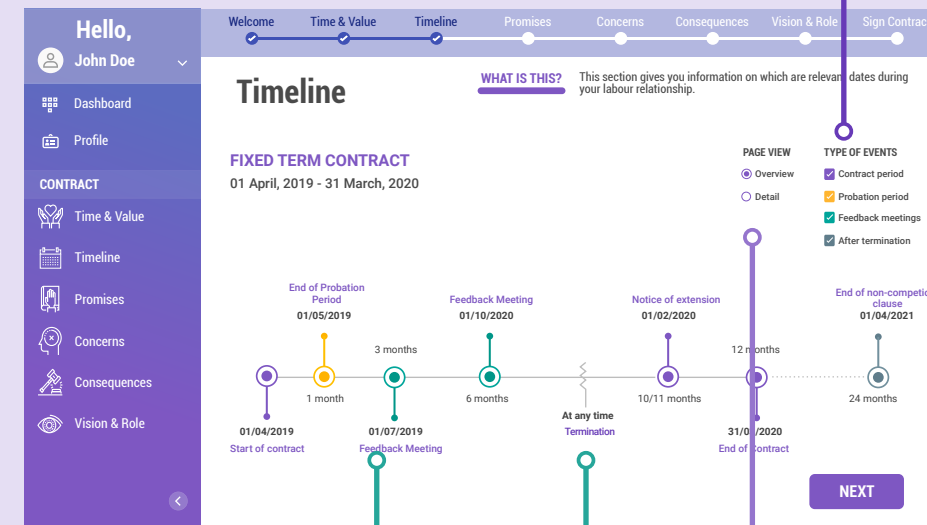
Use of typography styles to define hierarchy of information



Hint to tell the user that he can search the information on the contract

Visual to support the text

Use of color codes to differentiate the sections

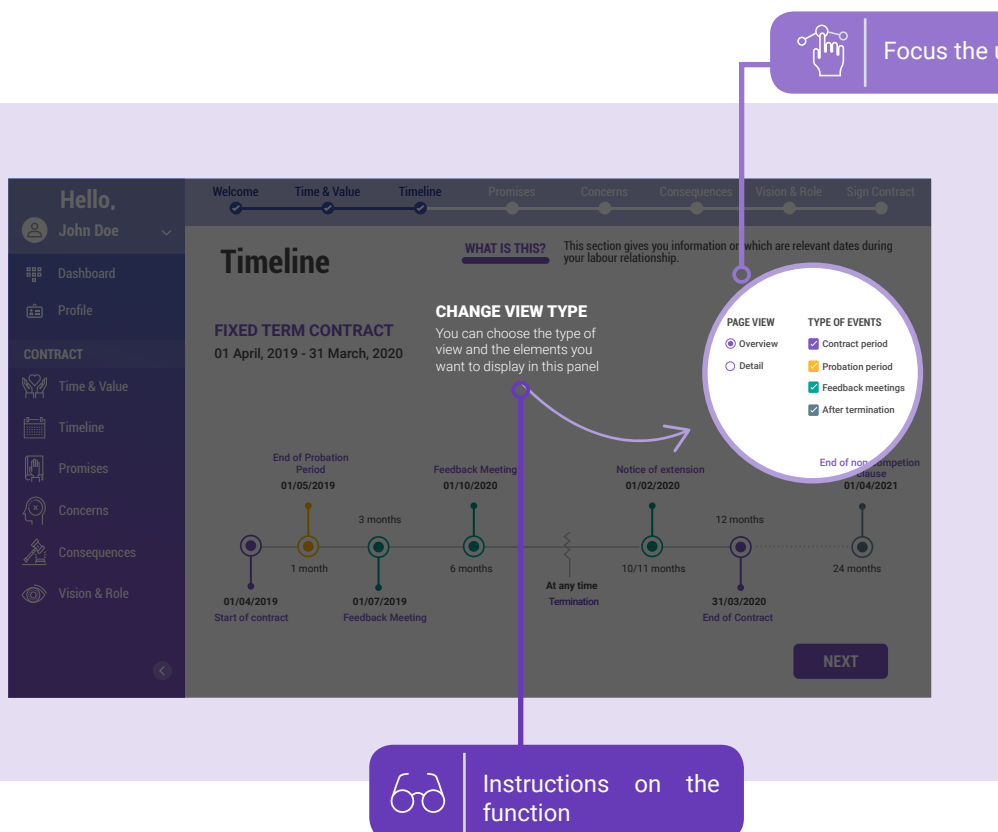


Visual timeline that offers an overview of the information at a glance

Offering different types of visualizations

## TIMELINE OVERVIEW

The objective of this screen is to communicate to the user all the important dates and periods at a glance



Focus the user attention

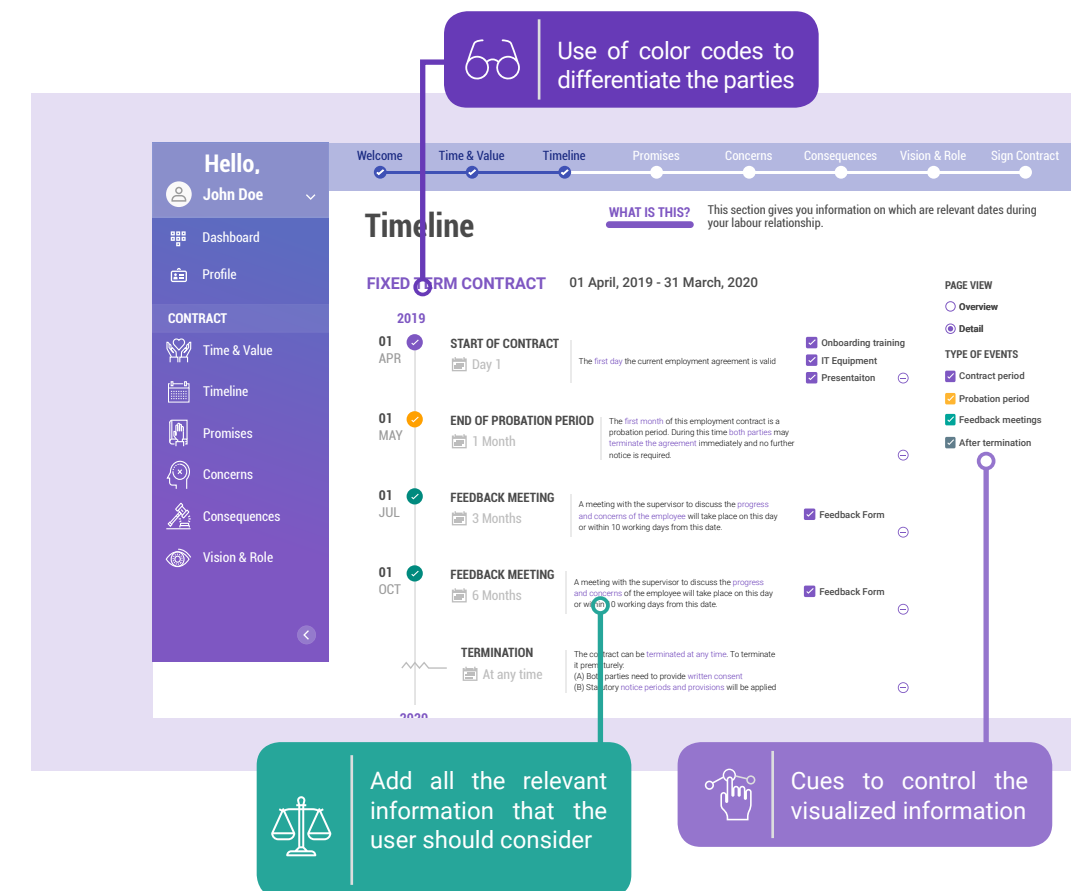
## USER TOUR INSTRUCTION

The goal of this screen is to explain more in depth the promise. Is part of the layering of the information in order to focus the attention of the users on the most relevant information.

Instructions on the function

## TIMELINE DETAIL

The goal is to offer a more detail overview of the important dates and periods to the user. Additionally, it provides more concrete information on relevant documents or tasks to perform



Use of color codes to differentiate the parties

Add all the relevant information that the user should consider

Cues to control the visualized information

PROMISES

The goal is to inform the parties of the promises they make to each other on the agreement.

Annotations for the Promises screen:

- Use of more personal text and color codes to differentiate the parties
- Use of 2 clear sections and allow comparison of obligations vs benefits
- Layering of the information from most to less important
- Summary of each promise clause
- Cues to control the visualized information

CONCERNS

The objective of this screen is to map out the fears, concerns and risks of the agreement for each of the parties. In this way, information is provided to each other to set the rights expectations and prevent conflicts

Annotations for the Concerns screen:

- Use of color codes to differentiate the parties
- Use of 2 clear sections and allow comparison of obligations vs benefits
- Cues to control the visualized information

PROMISE POP-UP

The goal of this screen is to explain more in depth the promise. Is part of the layering of the information in order to focus the attention of the users on the most relevant information.

Annotations for the Promise Pop-up screen:

- Use of FAQ style headings
- Use of icons to support the text
- Highlight of the most important information

CONSEQUENCES

The goal is to define which are the consequences that breaking the promises might have for each of the parties.

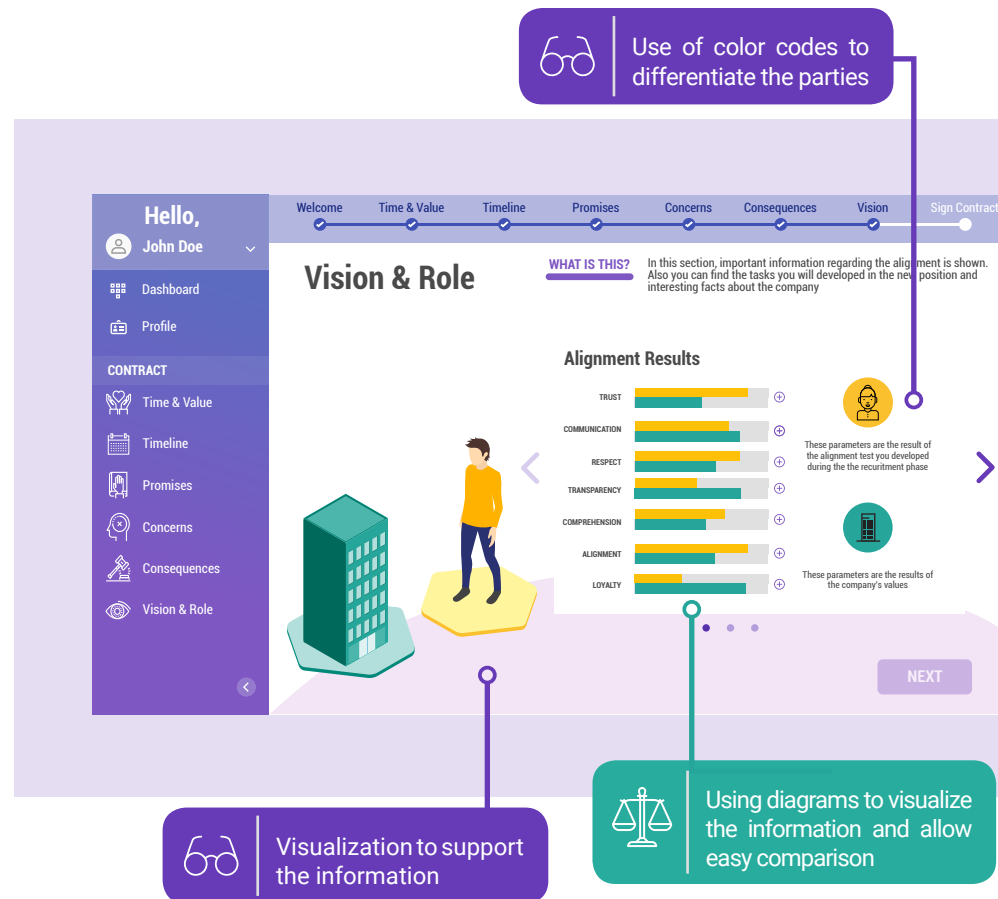
Annotations for the Consequences screen:

- Use of more personal text and color codes to differentiate the parties
- Use of 2 clear sections and allow comparison of obligations vs benefits
- Cues to control the visualized information



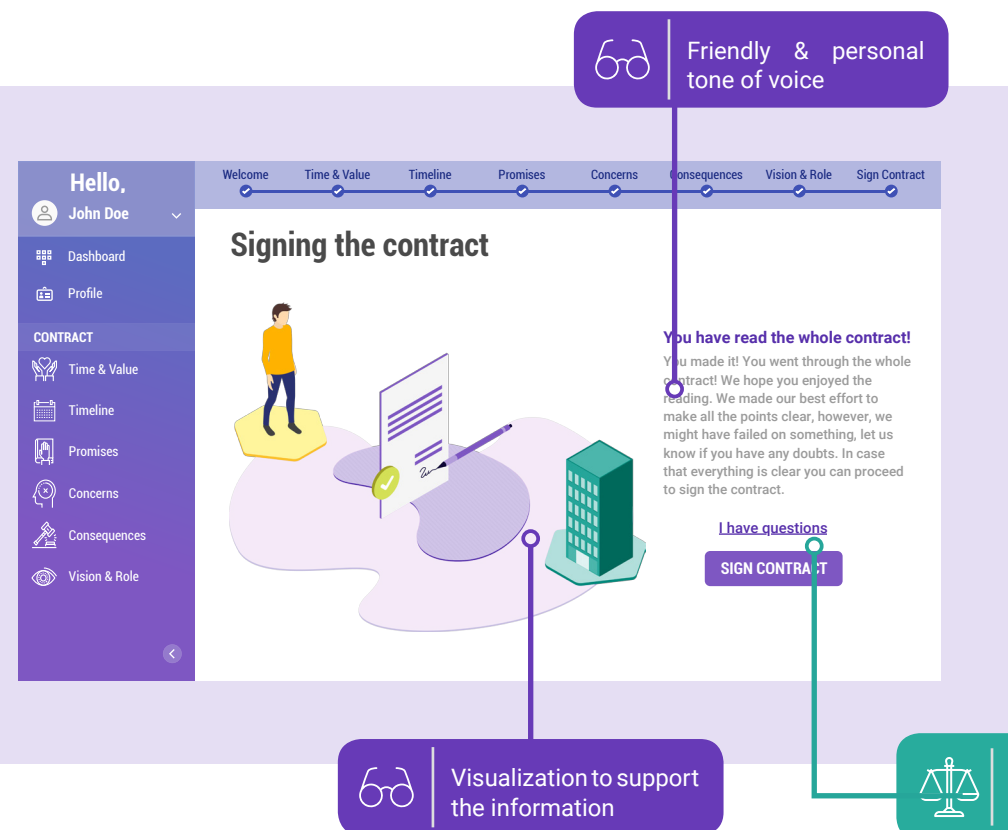
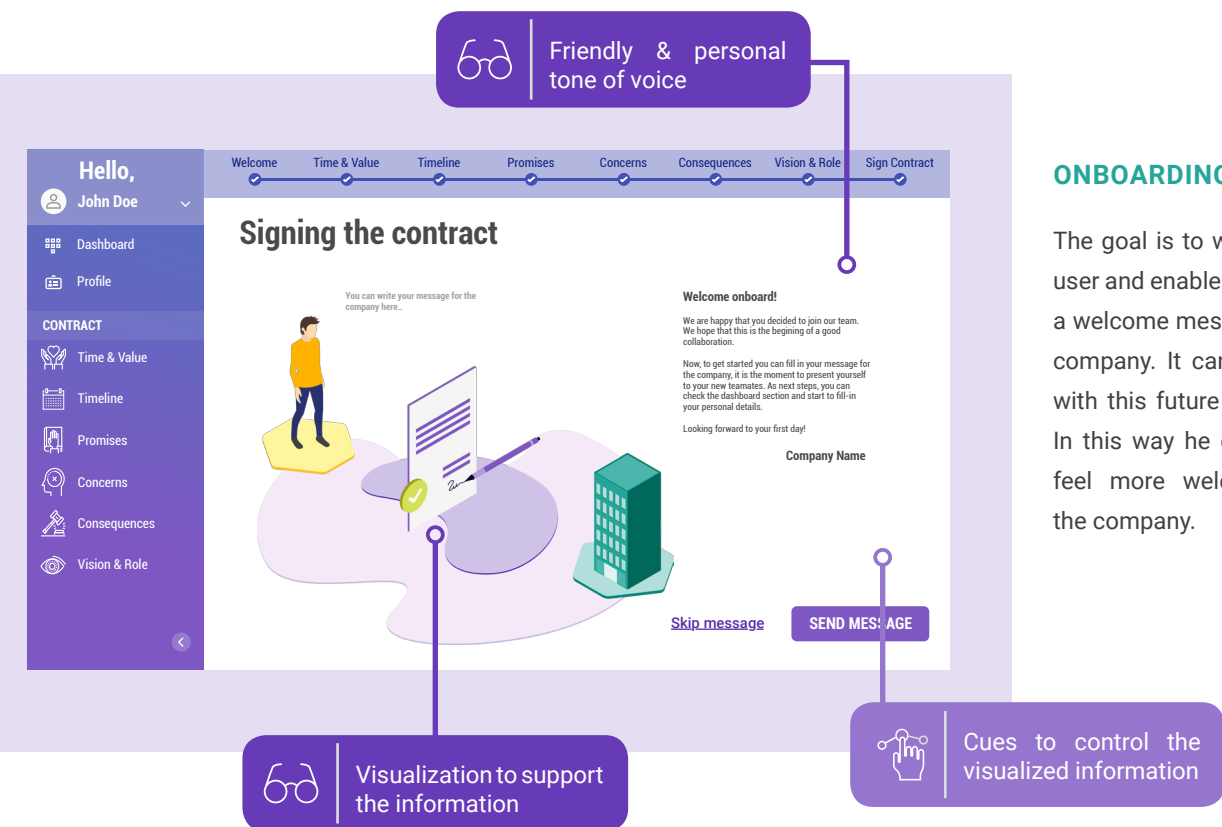
## VISION & ROLE

The goal is to provide to the parties with an overview of their alignment. In this way, they can identify which points need more attention.



## ONBOARDING

The goal is to welcome the user and enable him to send a welcome message for the company. It can be shared with this future colleagues. In this way he can start to feel more welcomed into the company.

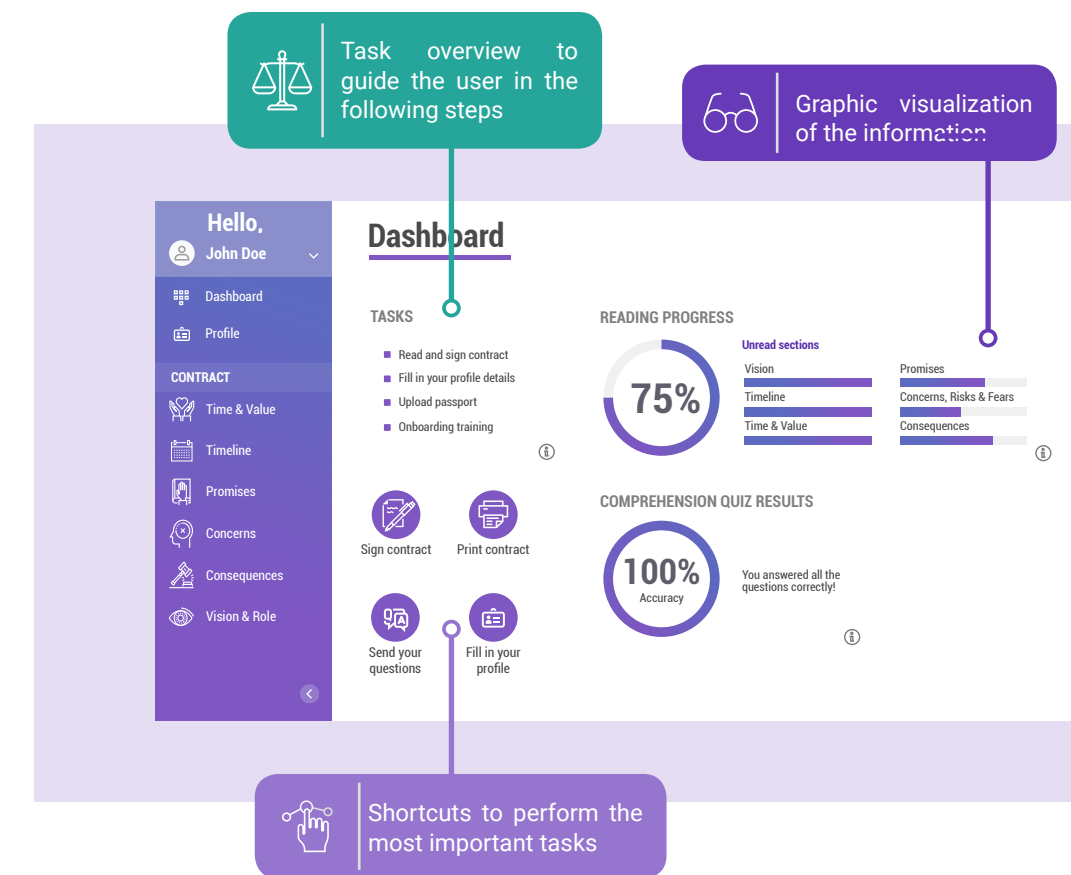


## SIGN CONTRACT

The goal of this screen is to communicate the user that he has read the contract and that now he is able to sign the contract. It also offers the possibility of asking questions to the employer.

## DASHBOARD

Once the user Tour is finished. This provides the user an overview of relevant information regarding the hiring process. In this place they can see which are the steps they need to take.



## 6.5 Testing

The final part of this cycle was focused on the evaluation of the redesign of the contract, with the aim of testing if the new visual contract has been improved and it is now more aligned with the project goal of creating fairer contracts.

### 6.5.1 Goal

The design goal of the cycle was to improve the contract from the implementability perspective, however, due to schedule incompatibility with the clients Pezy and Client A the evaluation of fairness was postponed until the third cycle. As a result during this cycle the goal of the testing had different focus from the design goal.

As the analysis of the results from the previous cycle demonstrated, the visual contract designed was perceived as more understandable than traditional text contracts. The reason is that it displays the information more clearly and it also specifies content regarding the agreement, which usually is not present in employment contracts. This content, which is defined by the framework, narrates more concretely the terms of the agreement, making them tangible for the user, an example is the inclusion of the promises and obligations of the employer (which are usually excluded from the traditional contracts as they are compiled in the Dutch Civil Code).

Therefore, how the understandability had already been tested, during the second cycle the objective was different. The goal was to determine if the use visual contracts eased the evaluation of fairness. In other words, were the users able to better understand if the terms of the contract are fair when they use a visual contract. Here below the research questions that define the lead the evaluation of the contracts are narrated.

### RESEARCH QUESTIONS

#### Q1| DOES THE USE OF VISUAL CONTRACTS HELP IN THE EVALUATION OF FAIRNESS?

The goal of the project was to create more fair contracts to improve the well-being of the parties and create better agreements. Within the context of the project, the fairness definition states that the evaluation of fairness is essential to promote fairness in the creation of the contracts. For this reason, the first research question focuses on understanding if the user is able to evaluate the terms and conditions from a fairness perspective when using a visual contract.

#### Q2| IS THE USABILITY OF THE CONTRACT GOOD AND HOW CAN IT BE IMPROVED?

The second research question is focused on the usability of the contract. In order to create a more understandable contract is important to check the usability of the app. The usability was already evaluated in the first prototype, however, as the new design holds big structural and navigation changes, is necessary to evaluate it again to verify if the changes are certainly improving the contract.



The **goal** of the testing was to test the **user experience** and to determine if the use visual contracts eased the **evaluation of fairness**



Figure 54: User test Cycle 2

### 6.5.2 Overview

During this cycle, only one type of testing was conducted, as there were only two research questions. In this case, the chosen approach was to perform user tests (See Figure 54: User test Cycle 2), because it allows to obtain more qualitative information, to answer these questions.

#### 1 USER TESTS



##### WHO WAS INVOLVED?

Students who were former or potential employment contracts users.



##### HOW?

User tests to evaluate the comprehension and usability were performed with both, the text and the visual versions



##### CONTRIBUTED TO RESEARCH QUESTIONS

Q1, Q2



## 6.5.2 User Test

The evaluation on the cycle 2 consisted on a user test that allowed the participants to freely explore the visual contract redesigned in the first place, to later on, compare two visual contracts from the fairness perspective. The goal was to evaluate which of both visual contracts was perceived by the users as fairer.

### GOAL

Just like the research questions, there were two main goals during this user test. First, to evaluate the contract from the usability perspective and getting direct feedback from the interaction of the users with the prototypes. Second, to verify if the users were actually capable of identifying whether a visual contract was offering fair terms & conditions. Here below are presented the research questions that the test aimed to answer:

**Q1** | Does the use of visual contracts help in the evaluation of fairness?

**Q2** | Is the usability of the contract good and how can it be improved?

### WHO WAS INVOLVED?

The participants of the test were six peer students who are potential future employment contract users. All of the participants held some experience with employment contracts.

### HOW?

A total of six user test with a duration of around 45 minutes were performed (See Script in Appendix K | Test Material). Each of the tests was divided in three different parts. The first part was the exploration of the contract, in which the users could freely explore the interactive prototype of the visual contract redesigned. The goal of

this phase was to familiarize the user with the contract structure in order to ease the second phase. Additionally, the users were asked to think out loud about their feelings and experience while exploring with the prototype. This, along with the observation of their interaction was key to evaluate the usability of the design. In order to record all this information, notes were taken on a paper prototype, where the users could indicate the possible improvement points. It was a way of co-creating together with the user, using testing as a means to design.

The second part, had as a goal to understand if the users were able to evaluate the fairness of a visual contract (See Figure 55: Fairness Evaluation Test). To do so, two contracts were created, one with fair content and another one with less fair content (See prototypes in Appendix K | Test Material. The second layer of the framework, Content (See 4.3 Layer 2: Content), was used to define which terms and conditions are fair in a contract. This layer defined two layers of fair content, the first one, which complies with the law and that was not perceived as fair during the empirical research, and a second layer, which focuses on well-being of the parties. Therefore, when designing the contracts for the test one compiled with the Dutch law, meanwhile the other one was focused on the well-being. During the test, the users explored both contracts freely and when they had enough information they had to choose one and explain the reason.

Finally, the third part consisted on a questionnaire (See Appendix L | Questionnaire & Results) which focused on the experience perception of the users and on the fairness perception. In this way, is possible to collect in a tangible way the opinion of the users regarding topics like contribution of visual contracts to fairness, to decision making process decisions and to the evaluation of the terms and conditions of the agreement.

## RESULTS

The results from the user test and the questionnaire were analyzed (See complete results in Appendix L | Questionnaire & Results), leading to the following insights:

### FAIRNESS

#### »ALL THE USERS WERE ABLE TO IDENTIFY WHICH WAS THE FAIRER VISUAL CONTRACT

During the test the users compared two visual contracts to determine which one they perceived as fairer. The results indicated that all the users were able to identify which contract was the most fair. Bypassing the limitation of the sample, is possible to say that the results indicate that visual contracts are useful to evaluate the fairness.

#### »THE CONTRACT THAT FOCUSES ON WELL-BEING WAS PERCEIVED AS FAIRER.

During the fairness evaluation the users explained that the reason to decide which contract to choose, was deciding which one had more benefits. They all decided that the one which put special attention on the well-being was the most beneficial for them. However, in most of the cases, the reason they gave was that it provided them with more information than the other and therefore, it was more transparent

#### Participant 2

*"I believe that prototype A is more fair as it considers my family and my personal development"*

#### »THE USE OF VISUAL CONTRACTS HELPS IN THE DECISION MAKING PROCESS

The users explained that the visual contract was easier to understand thanks to the way the information was classified and laid out. As a consequence, by making the contract terms and conditions more clear and understandable they were able to make better decisions and felt empowered.

#### Participant 2

*"The visual contract helps me to make better decisions since it is much easier to identify if there are any points I need to discuss or I have specific questions"*



Figure 56: User test Cycle 2 - Participant 4

#### »THE VISUAL CONTRACT IS PERCEIVED AS A FIXED DOCUMENT WHICH DOESN'T ALLOW FOR RENEGOTIATION.

Most of the users (five out of six) perceive that this contract contributes to fairness and that can help to empower people, however, it is also mentioned that the contract is not perceived as something that has been created in collaboration, but more as something defined by the employer. It is perceived that the employee only has the opportunity to accept or reject the contract.

#### Participant 4

*"I believe that, even though the contract is easier to use (...) at the end, it is made by the employer. Therefore, the employee is still tied to what the employer wants to show in it"*

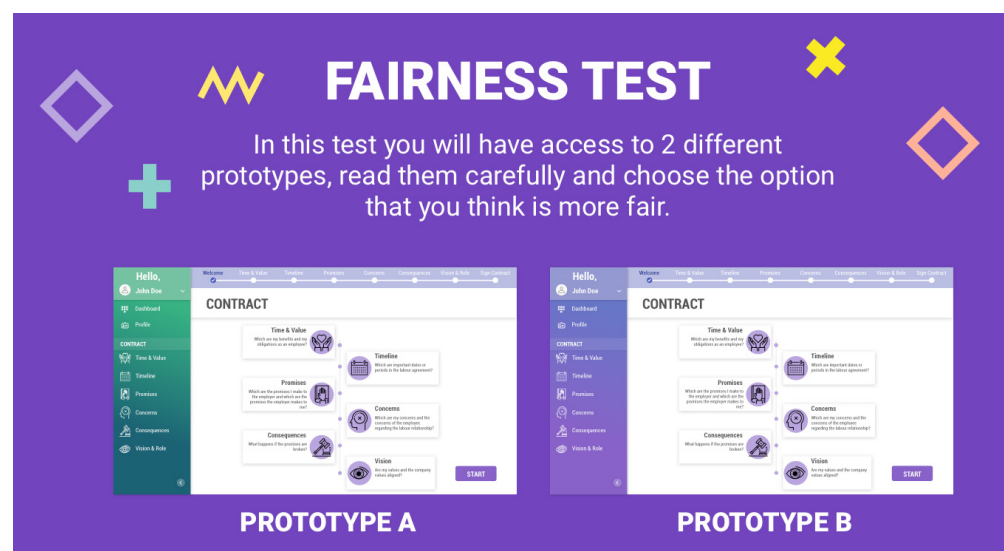
#### Participant 1

*"It could be more fair if the reader could negotiate the terms with the recruiter directly through the platform"*

#### »THE QUIZ WAS APPRECIATED BY THE USERS AS A TOOL FOR SELF-EVALUATION

Although initially they were surprised about it, they all expressed appreciation towards it. They like to have the option to evaluate themselves at the comprehension level, although they are a bit reluctant about the employer having access to this data and evaluating them. However, once it was explained that this data would not be shared with the employer they all embraced the idea of the comprehension quiz.

Figure 55: Fairness Evaluation Test



## USABILITY

### »THE UI/UX IMPROVEMENTS CONTRIBUTED POSITIVELY TO THE USABILITY OF THE CONTRACT

The redesign was more positively perceived among the participants than the design from the first cycle from both the understandability and the fairness perspective. The Figure 57: Perception of Contract 1 vs Contract 2 compares the perception results from the user tests done on the first cycle with the results from this second cycle. This allows to determine that the usability improvements contributed to enhance the user experience of the contract. The main insights gathered during the exploration of the prototype are explained below:

- » The navigation structure is more understandable
- » The storyline and the user tour guided the user through the process more clearly even if they were not familiar with the structure of the contract

## FOSTERING RELATIONSHIP

### »THE USE OF VISUAL CONTRACTS CONTRIBUTES POSITIVELY TO THE EMPLOYER'S IMAGE

The users explained that their perception of the company was immediately more positive as they could appreciate the effort of the company to use a visual contract. Additionally, it contributed to the perception of transparency of the company. The tone of voice used helped to close a bit the hierarchy gap between the employer and the employee.

#### Participant 5

*"I would feel much more comfortable going into this company, energized and positive that nothing can go wrong, because they are being transparent about everything"*

#### Participant 3

*"Communication with the employer is much easier. I feel like I can see anything about the things that could worry me"*

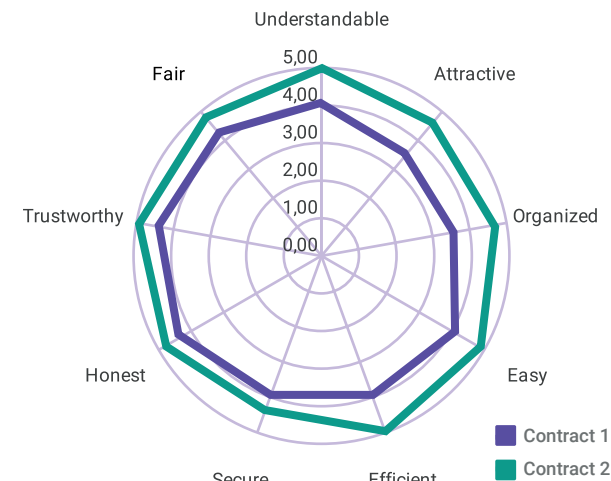


Figure 57: Perception of Contract 1 vs Contract 2

## 6.5.3 Conclusions of evaluation

In general, the results from the user test were good and pointed out that the redesign followed the right direction. During the testing the goal was to give answer to two main

questions which addressed the usability and fairness evaluation aspects of the visual contract. The answer to this research questions can be found below

### Q1 DOES THE USE OF VISUAL CONTRACTS HELP IN THE EVALUATION OF FAIRNESS?

The goal of this research question was to focused on understanding if the user is able to evaluate the terms and conditions from a fairness perspective when using a visual contract. The results prove that all the participants were able to indicate which was the most fair contract according to the test. However, the users indicated that they thought the most fair contract was the one that had more content, as everything was explained better, and not because it was more focused on the well-being.

In this case, the one that had more content was also the one that seek for well-being, however, the fact that more contract is there is not a guarantee of fairness. For this reason, it was not possible to answer this research question and another test will be taken in the next cycle to evaluate this topic more concretely.

## TAKEAWAYS

### » 1. The contribution of visual contracts to the evaluation of fairness will be addressed in the next cycle too

This research question will be also part of the next cycle, as it was not possible to determine if the fact that the contract was visual, actually, contributed to the fairness evaluation.

### » 2. Users perceive that the more detail in the contract the fairer

The results indicated that by adding more content and more details to the contract the more fair the terms & conditions were.

### » 3. Users want to have the opportunity of making changes on the contract

Users believe that this tool helps in the decision making process but they still do not feel that they can intervene content-wise. Therefore, allowing negotiation or the proposal of changes will contribute positively to their perception of fairness.

### Q2 IS THE USABILITY OF THE CONTRACT GOOD AND HOW CAN IT BE IMPROVED?

The users experienced less difficulties during their interaction with the contract, and the navigation was improved. The user got acquainted with the structure more easily thanks to the user tour and the reading progress tracker element. However, there were some user interface elements that could have been improved, like maintaining more consistency in the placement of the buttons or having a design grid system.

## TAKEAWAYS

### » 4. The new structure contributes to the usability design therefore it will be preserved

As it has been explained, the redesign is making the user experience more solid thanks to the improvement of the navigation structure and the implementation of a user tour.

## OT OTHER TAKEAWAYS

### » 5. The use of visual contracts improves the company's (employer) image

Users perceive the effort of the company on being honest and transparent with them, and this is appreciate it. It creates a positive predisposition to work in the company.

### » 6. The comprehension quiz is an appreciated tool for evaluation

The quiz contributes also to the company's image but at the same time offers the possibility to the user to self-assess themselves at the understandability level.



## 6.6 Reflection on Cycle 2

### GATHERING INSIGHTS FROM THE TESTING

The second cycle began with the testing of the first prototype, overlapping in this way, with the first cycle. The results of the evaluation concluded that the visual contracts were feasible and more understandable than the text versions. The framework was validated, supporting that the new contract structure was more clear for the users and helped to set the base for a good relationship between the employer and the employee to improve their relationship. However, it was also to identify several improvement points. First, the usability of the contract needed to be improved so the users could more easily internalize the provisions of the agreement. Second, the visual style of the contract was not perceived as serious enough by the users.

### RESEARCH ON IMPLEMENTABILITY

The next step once the framework was validated and the first visual contract was designed, was to put the redesign the contract focusing in the usability and the implementability of the contract within the client's context. Therefore, during the testing of the first cycle, interviews with the potential clients, Pezy and Client A, were conducted to gather information on their contracting process.

### FROM INTERACTIVE DOCUMENT TO PLATFORM

These insights in combination with the results from the testing, were translated into design elements which, later on, were implemented in the contract. The new design transformed the interactive contract into a platform, in which the user was able to perform all the tasks related to their hiring and onboarding process. Additionally,

the visual style and the tone of voice of the contract were adjusted to a more formal style, but which was still personal, attractive and friendly. Although the new framework was understandable, a User Tour to guide the user through the new structure and the design of the contract was implemented. As the users will not dedicate a lot of time in the platform the learning curve needs to be small a User Tour can help to guide them in this process. Finally, the comprehension quiz which was part of user tests of the first cycle, was incorporated in the design itself, to offer the user a self-assessment tool, increasing in this way the fairness in the contract.

### EVALUATION OF FAIRNESS

The next step was to evaluate the redesign of the contract. In order to align with cycle goal the focus should be the implementability, however, due to schedule misalignment it was not possible to test with the clients, postponing this testing to the last cycle. In the end it was beneficial as it allowed to improve the design before the final validation. As a result, during this cycle the user test focused on evaluating the usability and the fairness of the new design.

### UNDERSTANDABILITY & USABILITY ARE IMPROVED

The results of the test indicated that the redesign improved the understandability and the usability of the contract. The visual contract also contributed positively to the perception that the users had of company's image. Even so, some elements that needed attention from the user experience perspective arose during the testing, these will be addressed in the next cycle.



### TAKEAWAYS SUMMARY

- » 1. The contribution of visual contracts to the evaluation of fairness will be addressed again in the next cycle.
- » 2. Users perceive that the more detail in the contract the fairer
- » 3. Users want to have the opportunity of making changes on the contract
- » 4. The new structure contributes to the usability design, therefore, it will be preserved
- » 5. The use of visual contracts improves the company's (employer) image
- » 6. The comprehension quiz is an appreciated tool for evaluation

## Chapter 07 | Cycle 03: Detailing



This chapter narrates the process and results of Cycle 3. In this cycle the goal was to detail the design of the visual contract focusing especially on the user experience. The feedback and insights gathered in the testing of Cycle 2 were used as the key to detail the prototype, considering the usability. Regarding the testing conducted in this phase, the main goal was to test the implementability and the performance of the contract in the real context.

# 07

## Cycle 03: Detailing

# 7.1 Goal & Overview

## 7.1.1 Overview

During the third cycle there was exactly the same overlap with the second cycle, as there was between the cycles one and two (See Figure 58: Cycle 3 Overview). This means that the third cycle research began with the testing of the redesigned contract. During testing, the user experience and the fairness of the contract were evaluated and the results indicated that the redesign was on the right direction.

The next step, after analyzing the results of the test was to translate the insights into design elements and implement these in the design. In this phase, the insights were more focused on detailing and improving usability elements although some new functionalities were implemented. Finally, the last step was to validate the redesign in the real context with the clients' employees, in this case Pezy and the HR Department from Client A.

## 7.1.2 Goal

The Cycle 3 had two main objectives, first, to detail the prototype using the insights and learnings from the previous cycle and, second, to test in the real context the last contract design. In order to detail the contract, the insights from the second cycle were translated into design insights. Afterwards, the design was tested with Pezy and Client A, to evaluate implementability and feasibility of the project. It was also important to obtain feedback from the real employee's perspective, in this case Pezy employees, who were the actual contract users as the designed contract was based on their employment contract.

The **goal** of the third cycle is to **detail** the design and **test in real context**

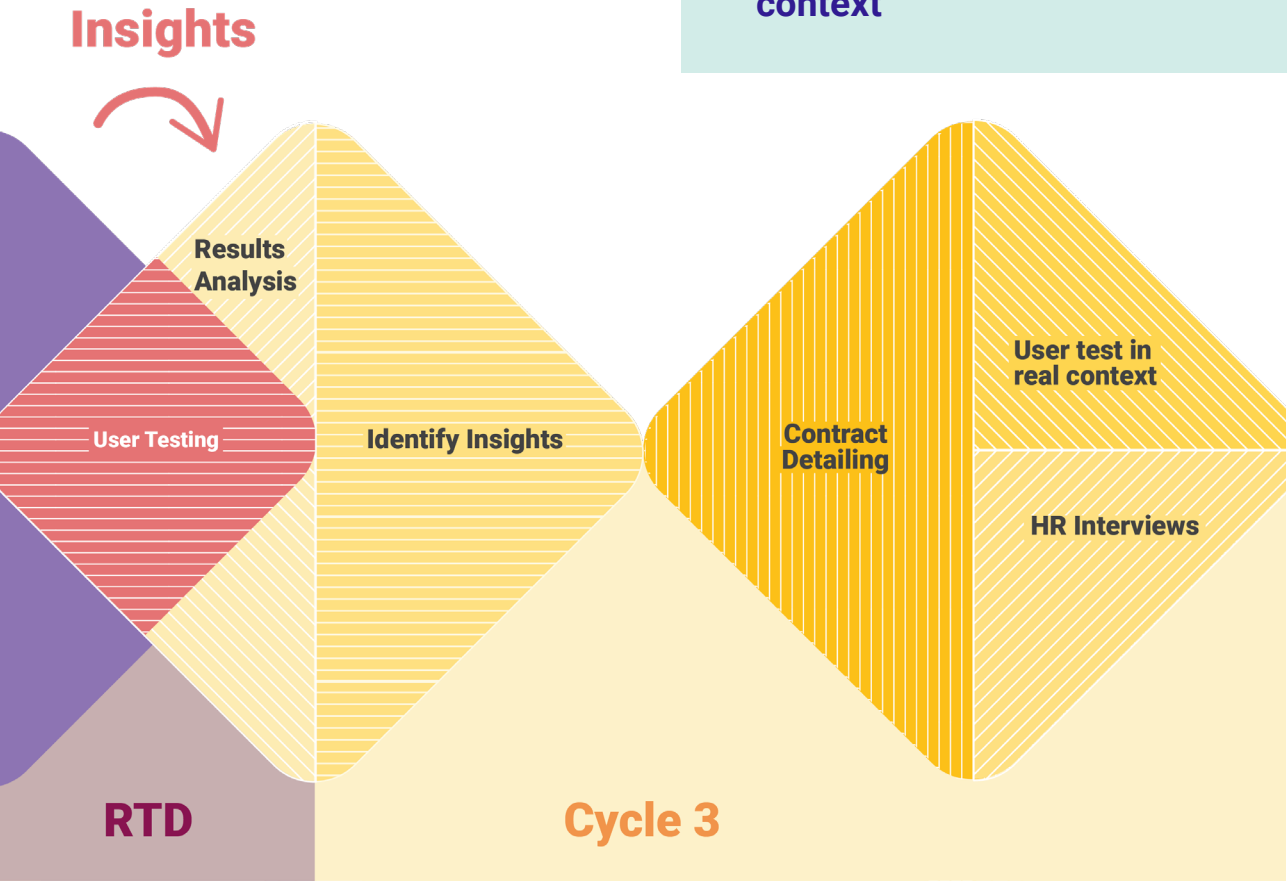


Figure 58: Cycle 3 Overview

# 7.2 Insights to Design

After the second cycle testing and the analysis of the results the next step was to use the insights gathered to detail the prototype created during cycle 2 and improve

the weak points that had been identified. This section gathers an overview of which are the design decision taken in this detailing process and why.

## RENAMING OF THE SECTIONS

During the testing in the second cycle, it became obvious, that some of the names used to describe the sections were presenting problems for the users. For this reason, the names of the sections were adapted into something more representative for the users. The new sections will be named in the following way: Benefits & Obligations, Timeline, Promises, Concerns, Consequences and Vision & Role.

## Q&A CHAT

**Cycle 2 Takeaways**  
»Users want to have the opportunity of making changes on the contract

One of the goals of using this type of contract was to increase the understandability. However, there might be sections which still might be not clear for the users, for that reason it seemed to be a good option to introduce a chat option, to allow direct communication with the HR department to solve possible doubts that might arise during the reading (See Figure 59: Q&A Chat).

## DESIGN GRID SYSTEM

With the aim of improving the visual design and grid system based in 12 columns was introduced. This will contribute to the responsiveness of the site and will be helpful in case of a future development of the platform.

## PERSONALIZED CONTENT

**Cycle 2 Takeaways**  
»Users want to have the opportunity of making changes on the contract

One of the main insights from the analysis on this cycle explained that the users perceived that the contract was fixed, and did not allow them to make any changes. Therefore, the option to make suggestions directly to the employee or editing some personal content like the concerns were added. In this way, the users will have the option to customize the content of the contract and can also use it as a tool for renegotiation.

## EXTRA CONTENT

**Cycle 2 Takeaways**  
»Users perceive that the more detail in the contract the fairer

As the prototypes were explorative, not all the content or screens had been worked out. Some extra content was added to provide the users with a more solid experience in the final test, the goal was to have at least one element of each type worked out. The content regarding the concerns and the consequences was worked out. Also one extra-layer of information on the Benefits & Obligations page.



Figure 59: Q&A Chat

## 7.3 Visual Contracts Design 3

Visual Contract a platform and a tool for negotiation

The current section gathers the detailing of the contract, which added some extra functionalities, like renegotiation and the possibility of communicating directly with the employer.

### 7.3.1 Site Structure

The detailing of the contract did not make big changes to the architecture of the contract (See Figure 60: Contract 3 Site Architecture). Only a few elements were changed, for example, some of the sections were renamed and more detailed information was added in the benefits and obligations sections.

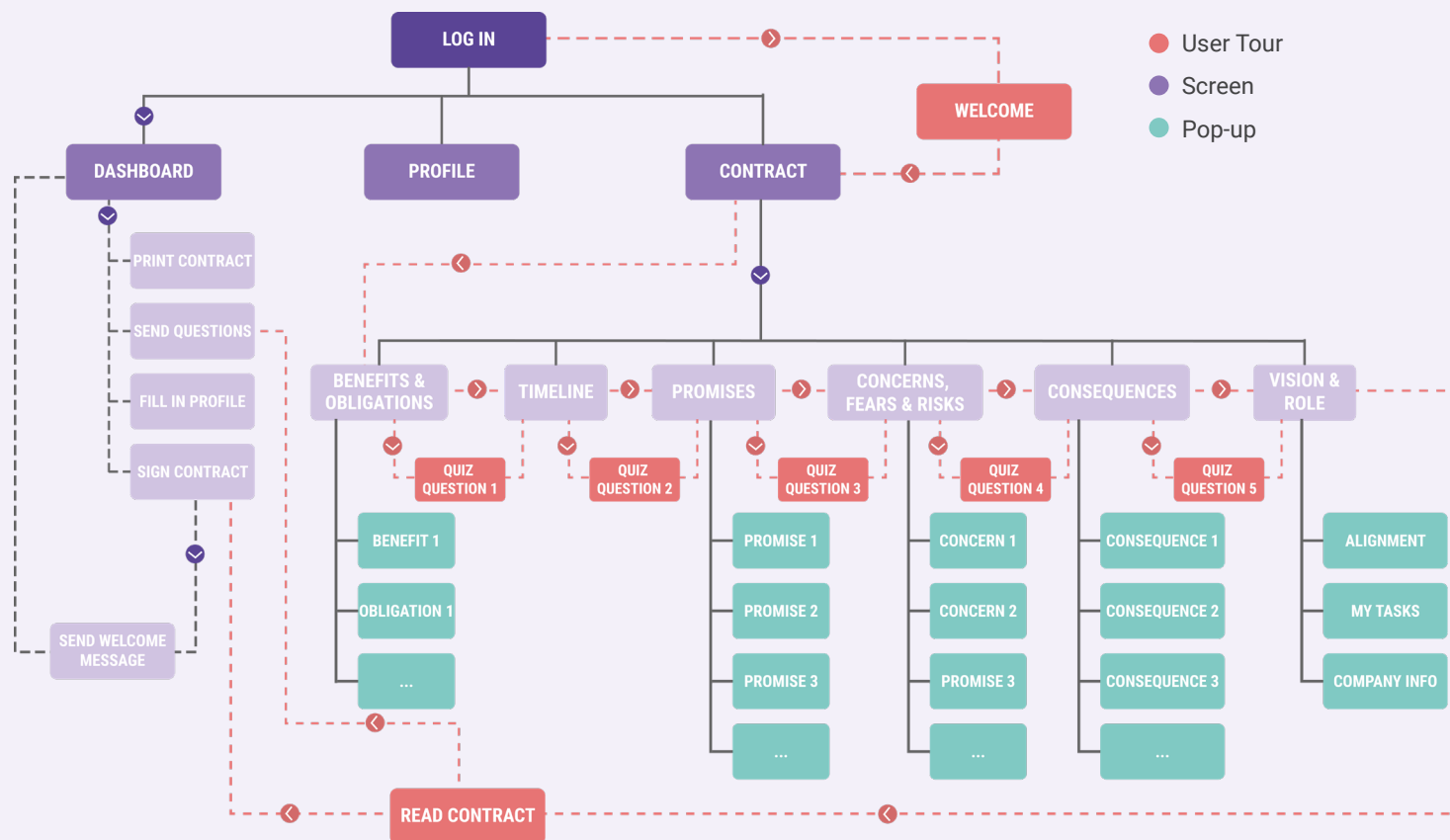


Figure 60: Contract 3 Site Architecture

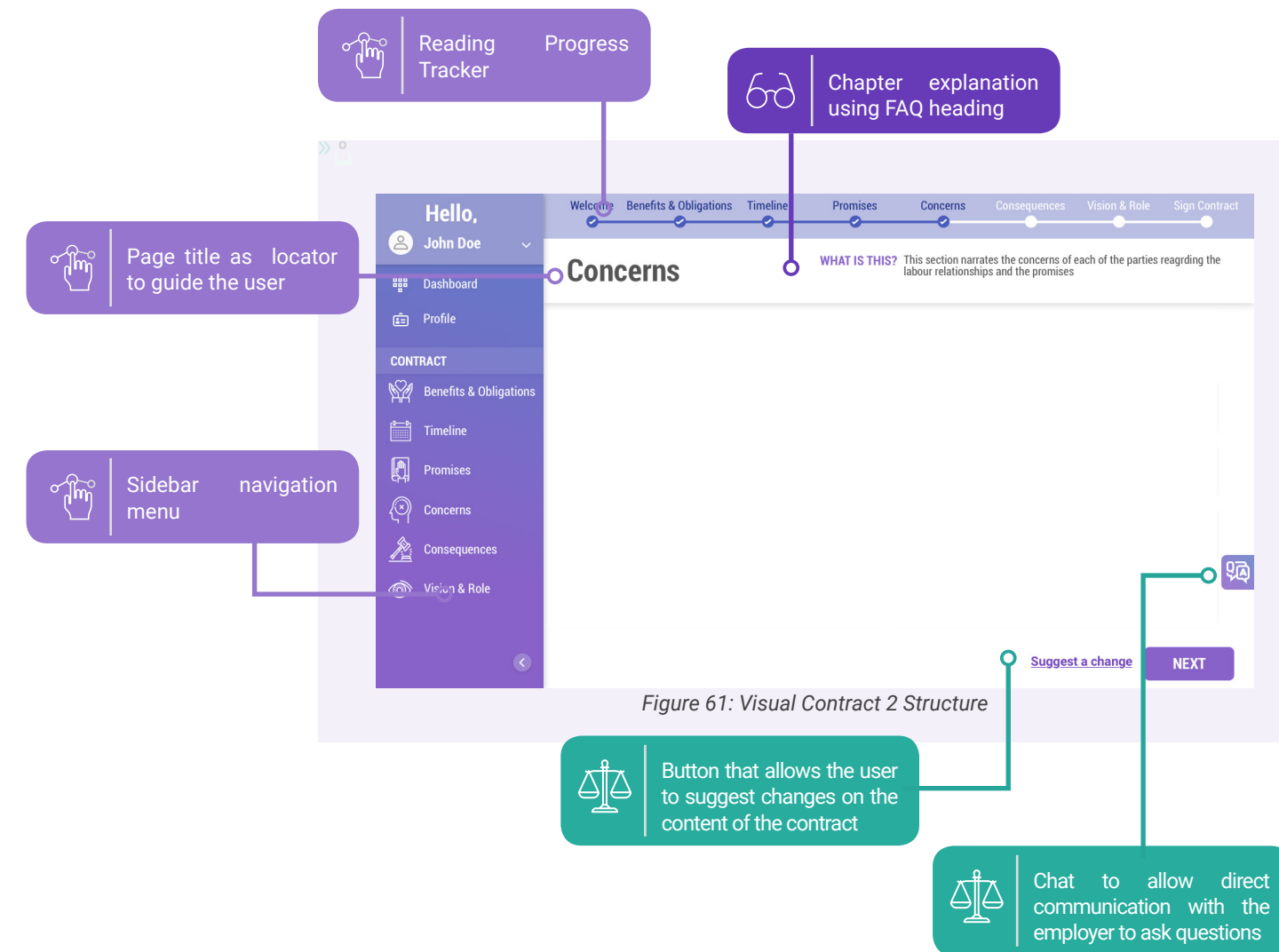
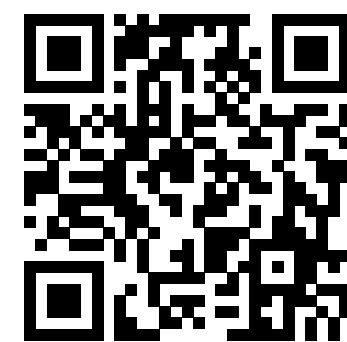


Figure 61: Visual Contract 2 Structure

YOU WANT TO EXPERIENCE THE CONTRACT?



Scan the QR code or follow the link below:

[sketch.cloud/s/2brMy](https://sketch.cloud/s/2brMy)

### 7.3.2 Interface Design

The detailing of the interface did not make relevant changes to the general structure of the platform (See Figure 61: Visual Contract 3 Structure). However, two new elements that aim to empower the employee have been implemented. The test on the previous cycle showed that users perceived the contract as a very static element, therefore, it was decided to implement a chat in which the employee can directly communicate with the employer. Additionally, a button to suggest changes in the content was implemented too. In the Appendix M | Visual Contract 3, is possible to see the complete overview of the screens.



BENEFIT POP-UP

A new layer of information was added to the benefits & obligations section. The reason is that there is very complex information gathered in this section, therefore, it is better to have the possibility of explaining it more in detail

Visual to support the text

By offering the possibility to the user of suggesting a change on the contract, the user will be more empowered, as he will have the chance to actively participate in the creation of the contract.

This button suggest the user the option of proposing a change on the contract content

Offers the user the possibility of including personal content.

This button suggest the user the option of proposing a change on the contract content

Cues to control the visualized information

CONCERNS

The objective of this screen is to map out the fears, concerns and risks of the Agreement. However, an extra button to allow personalization of the content has been included.

Use of FAQ style headings

Use of icons to support the text

Highlight of the most important information

CONSEQUENCE POP-UP

The goal of this pop-up is to inform the user in detail about the possible consequences if the promises are broken.

CONCERNS POP-UP

This pop-up offers the detail of the concerns that were mapped. However, in the detail it gathers the information from the employee regarding this specific concern and also presents some tips from the employer on how to address it.

Use of more personal text and color codes to differentiate the parties

Provided the user with information in order to address his concerns

Direct link to other relevant document

# 7.4 Testing

## 7.4.1 Goal & Overview

The testing in the third cycle was the last round of testing. Two types of tests were conducted in this cycle, the first one, a user test which followed the same procedure than the one that was conducted on the cycle two, in which the participants were employees from Pezy. The second one, a validation meeting with the department from Client A to check implementability.

The main focus of this cycle was to evaluate the visual contract in the real context, therefore, the participants were the essential aspect of the testing. Obtaining analyzing their interaction and obtaining direct feedback from the real employees and HR department people allowed to validate the results and obtain a solid direction for further progress of the project.

Three research questions were presented in order to have a more concrete approach to what type of information it was necessary to gather during the testing. The questions are presented as follows:



The **goal** of the testing was to test the **fairness**, the **user experience** and the **implementability** in **real context**

### RESEARCH QUESTIONS

#### Q1| DOES THE USE OF VISUAL CONTRACTS HELP IN THE EVALUATION OF FAIRNESS?

It is important to understand if the visual contracts help the users to evaluate the provisions on the contract. Do the lay out of the information and the categorization contribute to this evaluation?

#### Q2| IS THE USABILITY OF THE CONTRACT GOOD AND HOW CAN IT BE IMPROVED?

The goal here is to evaluate the user experience of the contract. Is important to understand if the redesign is actually contributing to the improvement of the contract and identify possible elements that might still be missing

#### Q3| HOW FEASIBLE IS TO IMPLEMENT THE VISUAL CONTRACT IN THE REAL CONTEXT?

During the previous cycle several elements to improve implementability were introduced in the contract, an example is the creation of a platform. However, it was not possible to evaluate if these elements were actually improving the implementability in the context. For this reason, one of the main goals during this cycle is to evaluate with the clients, Pezy and Client A.

1

### USER TESTS



#### WHO WAS INVOLVED?

Students who were former or potential employment contracts users.



#### HOW?

User tests to evaluate the comprehension and usability were performed with both, the text and the visual versions



#### CONTRIBUTED TO RESEARCH QUESTIONS

Q1, Q2

2

### HR INTERVIEWS



#### WHO WAS INVOLVED?

Human Resources managers of two potential clients: Pezy & Client A



#### HOW?

Interviews with the HR departments of two potential clients, one of which provided the text contract.



#### CONTRIBUTED TO RESEARCH QUESTIONS

Q3



Figure 62: User Test Cycle 3



## 7.4.2 User Test

As well as in the second cycle, the user test allowed the participants to freely explore the visual contract, to obtain general feedback and to make them familiar with the structure. Afterwards, they had to compare two visual contracts to evaluate which of both visual contracts was perceived as fairer.

### GOAL

During the user test there were two main goals. First, to evaluate the contract from the usability perspective and obtaining direct feedback from the interaction of the users with the prototypes and identify possible limitations. Second, to verify if the users could better use a visual contract to better evaluate the fairness of the terms & conditions. Here below are presented the research questions that the test aimed to answer:

**Q1|** Does the use of visual contracts help in the evaluation of fairness?

**Q2|** Is the usability of the contract good and how can it be improved?

### WHO WAS INVOLVED?

The participants of the test were five employees from Pezy, who had different roles and responsibilities within the company. Their employment contract was used as the content to create the visual contract in the first cycle. This means that these users already have experience reading the same contract.

### HOW?

A total of five user tests with a duration of around 45 minutes were performed (See script in Appendix N | Test Material). Each of the tests was divided into three different parts. The first part was the exploration of the contract, in which the users could freely explore the interactive prototype of the visual contract redesigned. The goal of this phase was to familiarize the user with the contract structure in order to ease the second phase. Additionally, the users were asked to think out loud about their feelings and experience while exploring with the prototype. This, along with the observation of their interaction, was key to evaluate the usability of the design. In order to record all this information, notes were taken on a paper prototype, where the users could indicate the possible improvement points. It was a way of co-creating together with the user, using testing as a means to design.

The second part consisted of a questionnaire (See Appendix O | Questionnaire & Results) which focused on the experience perception of the users. In this way, it is possible to collect in a tangible way the opinion of the users regarding topics like contribution of visual contracts to fairness, to decision making process decisions and to the evaluation of the terms and conditions of the agreement.

Finally, the third part had as a goal to understand if the users were able to evaluate the fairness of a visual contract. To do so, two contracts were created, one with fair content and another one with less fair content. The second layer of the framework, Content (See 4.3 Layer 2: Content), was used to define which terms and conditions are fair in a contract. This layer defined two layers of fair content, the first one, which complies with the law and that was not perceived as fair during the empirical research, and a second layer, which focuses on well-being of the parties. Therefore, when designing the contracts for the test one compiled with the Dutch law, meanwhile the other one was focused on the well-being. During the test, the users explored both contracts freely and when they had enough information they had to choose one and explain the reason.

### RESULTS

The results from the user test and the questionnaire were analyzed (See complete results in Appendix O | Questionnaire & Results), leading to the following insights:

#### FAIRNESS

##### »THE QUIZ WAS CONSIDERED A GOOD TOOL FOR SELF-EVALUATION

The users were positive about the opportunity of having a tool for self-evaluation like the comprehension quiz. They also saw it as an opportunity for the employer to identify which are the points that need attention in the contract.

*"I like the quiz, especially if you don't take too long and it emphasizes the most important things"*

*"It is a good way to check if the contract is clear to the employee, and if a question is answered wrong then you know you have a point of attention to discuss."*

##### »THE USERS FELT THAT THE VISUAL CONTRACT HELPED TO EMPOWER THEM AND TO MAKE BETTER DECISIONS.

Four of the five users explained that the visual contract helped them to make better decisions and that after using it they felt more empowered than with the use of traditional text contracts. The users explained that they were able to understand the information better and that they feel they now have a complete overview of their rights and obligations as an employee.

*"Yes I am able to make better decisions because the information is presented to you in an easier way to understand, and secondly is easier to find in the different sections instead of reading text only in a regular contract."*

*"Yes, I feel empowered as knowing your right and obligations is always better"*

##### »MOST OF THE USERS COULD IDENTIFY WHICH WAS THE FAIRER VISUAL CONTRACT

As explained during the research, the fairness is subjective. Therefore, users had different criteria to identify which was the fairer visual contract. Some of them pointed out at the specific provisions, meanwhile others expressed that the one that held more information was the fairest option. In total 4 out of 5 indicated that the fairest option was the one which was more focused on well-being.

*"This employer is not really helping his employee in developing his skills (...) if those lists are more detailed and longer I will be more confident"*



Figure 63: User Test set-up



## UNDERSTANDABILITY

### »THE CATEGORIZATION OF THE INFORMATION HELPED USERS TO HAVE BETTER UNDERSTANDABILITY.

The users were able to differentiate the different layers of information, additionally they identified the color codes. Afterwards, they explained that the categorization of the information and the lay out contributed to improve their understanding.

*"The contract is really clear - a lot of layers of information which I really like. Not too much at once and also the consistency, that is really important. When you understand it, it is easier to understand the other pages."*

*"For people that sign a contract for the first time you want it to be really clear and complete, but you shouldn't have the overwhelmed experience. With paper contracts you have that."*

### »IS NOT CLEAR IF ALL THE INFORMATION IS LEGALLY BINDING.

Part of the information given in the contract appeared to the users not to be something that could be binding. It is important to make a clear differentiation in what information is legally binding and which is just for orientation and information.

*"Maybe you don't put it in your contract because you cannot expect from your employees to really do it. On the other hand, am I obligated to strive for this? Or is it just nice that they share it with me?"*

## CONTENT

### »SOME OF THE INFORMATION ON THE AGREEMENT WAS CONSIDERED AS SENSITIVE

To be more concrete the concerns part was perceived as a very personal and sensitive information that could be misused by the employer. Therefore, some of the users would not feel very comfortable with sharing their personal concerns further than the ones that might have been already established.

*"If you add your concern it is really personal (...) I would like to have it personal but on the other hand it is also kind of private. You write your concerns in your diary. If there is a small problem this information might be misused."*



Figure 64: User test cycle 3 - interaction with prototype



Figure 64: User test cycle 3 - notes & co-creation

## USER EXPERIENCE

### »THE CONTRACT IS PERCEIVED AS SOMETHING THAT GROWS WITH THE EMPLOYER

The users said that this type of contract is something they would come back to more often than the traditional contracts. They also see elements like the timeline or the concerns as things that will evolve.

*"I expect of this system that you can open it at any time you want and if you have a document on paper you put it somewhere in the drawer in a desk..."*

*"Can you also look back? Maybe that would be.. something that grows with you. your history and what is coming next..."*

### »THE EMPLOYEES APPRECIATED THE VISUAL CONTRACT.

The users were very receptive to the use of a visual contract, they appreciated the structure and the new framing of the agreement. They perceived it very positively from both the understandability and the fairness perspective (See Figure 65: Visual Contract Perception comparison).

*"I perceive it as easy and efficient, you need to make time for it but I feel it is less effort than reading a paper contract"*

*"I like it very much, and I think it is better than the paper way, because I like my information visual"*

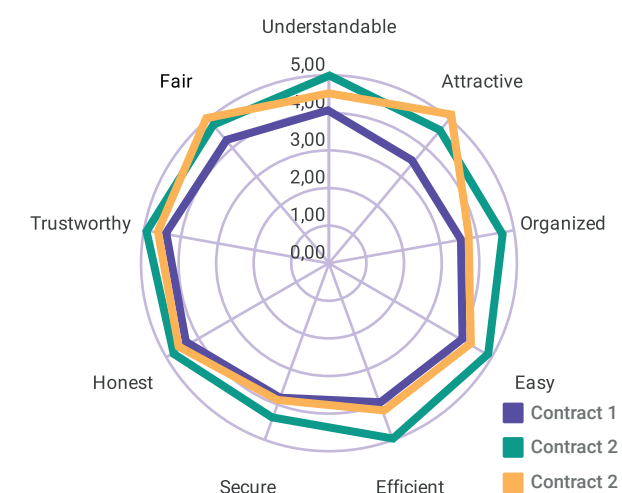


Figure 65: Perception of Contract 1 vs Contract 2 vs Contract 3



7.4.3 HR Validation

Interviews were conducted with the managers from the HR departments of Pezy and Client A, in order to show them the last version of the visual contract. They already had the opportunity to see the first version which was improved by including their comments for implementability. During these interviews the goal was to see if the new features of the design were actually contributing to the feasibility in the real context.

GOAL

During this test the main goal was to evaluate the implementability of the detailed version of the visual contact in the real context. By obtaining feedback directly from the HR departments it is possible to verify if the improvements of the design are actually useful. The test aimed to answer the following research question:

**Q3|** How feasible is to implement the visual contract in the real context?

WHO WAS INVOLVED?

The HR head of the department of Pezy and 3 HR members from Client A. In the case of Client A, only one of the participants had experienced the first version of the visual contract. Instead, in the case of Pezy the head of the department was already familiar with the design.

HOW?

In the case of Pezy the head of the department was part of the user tests, so she could provide feedback form both the user and the employer’s perspective. Regarding Client A, the meeting consisted on a presentation in which the project was introduced to offer some background to the two people that were not familiar with the topic. Afterwards, the prototype was presented, allowing the participants to ask questions and provide feedback on the contract.

RESULTS

»SOME OF THE ELEMENTS OF THE AGREEMENT CANNOT BE LEGALLY BINDING

The main concern of the employees was that some elements could not be part of the agreement or be legally binding. For this reason it was important according to them to make a clear differentiation of which were these elements

» GIVING THE USERS THE POSSIBILITY TO MAKE CHANGES ON THE CONTRACT MIGHT BE COMPLEX

According to the HR team allowing renegotiation of the contract or making suggestions might be problematic as it might have a lot of information flowing forth and back, and also would generate a lot of specific contracts which need more resources to be handled. Additionally, is important to determine which content can be negotiated and which cannot, as not every part of a contract is subjective to modifications.

» IS IMPORTANT TO ESTABLISH CLEARLY IN WHICH PART OF THE PROCESS YOU ARE.

There are two different phases in the contract creation, the offer/negotiation phase, in the case of The Netherlands, the negotiation phase is not legally binding. For this reason is important to clearly state in which part of the process the contract is.

» HAVING DIRECT CONTACT WITH THE EMPLOYEE THROUGH THE CHAT CAN BE VERY HELPFUL

In order to manage properly the interactions with the new employee, the direct chat can be a useful feature. However, this is dependant on the size of the company and the HR department, but it is a way of communicating and having a history record with the employee.

7.4.4 Conclusion

**Q1** DOES THE USE OF VISUAL CONTRACTS HELP IN THE EVALUATION OF FAIRNESS?

Yes, as an overall the use of visual contracts contributed to ease the evaluation of fairness. As the information is divided in layers from more to less information users can quickly identify the provisions and make a comparison without need of doing a detailed reading. Additionally, in general the understandability of visual contracts is better than the text version so, users can more easily evaluate the contract as all the terms and conditions will be clear for them.

However, regarding the criteria to define the fairest option, is important to remark that as the research has proven the perception of fairness is subjective. Some of the participants identified the fairest option as the one in which the employer was more involved, meanwhile other, explained that the most detailed version, the one with more information was the fairest one.

TAKEAWAYS

» The use of visual contracts helps in the evaluation of fairness thanks to the layering of information and the understandability improvement

» The fairness perception is subjective, as although most of the participants indicated which was the fairest contract, each one used a different criteria to evaluate.

**Q2** IS THE USER EXPERIENCE OF THE CONTRACT GOOD AND HOW CAN IT BE IMPROVED?

The user experience was positively perceived by the users. There are some elements in the usability that can be improved, however, in general the overall experience had a good flow. The user tour contributed significantly to improve the storyline of the contract and the extra content, added in this cycle, was appreciated by the employees. Nevertheless, it is necessary to better explain the purpose behind some sensitive or personal content, like the concerns section, as some users expressed they would not feel comfortable sharing some of this information.

It is also important to make a clear differentiation of which part of the contract is legally binding, and which part aims to inform the user. Finally, another important remark is that by transforming the contract into a platform, the contract acquired a new meaning. The users were much more receptive to use it and perceived it as something that would grow with them rather than as a one-time use document. The timeline, especially, was a decisive element to trigger this perception, as employees expressed their willingness to see their history and progress in the company.

As an overall conclusion the user experience of the contract is good from the employees perspective. There are some aspects that still need attention, like usability details or differentiating the type of content more clearly. However, it is possible to say that the final result meets with the requirements and expectations of the project.

TAKEAWAYS

» Necessary to indicate which content is legally binding and which content is informative

» Users would appreciate to know which is the purpose of the content in the contract, especially if it is sensitive or personal

» There are usability details that could be improved

» The employees perceive that the contract grows with them, while the make progress in the company

### Q3 HOW FEASIBLE IS TO IMPLEMENT THE VISUAL CONTRACT IN THE REAL CONTEXT?

Regarding the implementability of the contract in the real context, evaluation with HR departments of two companies, Pezy and Client A was conducted. The results indicated that the visual contract could be implemented in the company and the use of a platform is helpful in the case of the smaller companies. For companies which have specific recruitment and management software it is necessary to integrate the contract with these platforms.

Additionally, it is important to pay attention to several contract management details, like personalization, as not every company is willing to create specific contracts with different provisions for every employee. Also, more attention should be put into the renegotiation part as according to the employer not every part of the contract is negotiable and it needs to be carefully indicated in the contract. However, during this cycle the goal was to explore the possibility of renegotiating using the visual contract and seeing the impact it had on the stakeholders, rather than offering a fully functioning feature. Additionally, this renegotiation feature implies the need of explicitly indicating in the platform in which is the stage of the contract creation (for example, renegotiation, signing of contract, on-boarding). The current visual contract can play a role on each phase but is important that it clearly indicates in which part it is.

Finally, regarding the structure, is important to define also for the employer which elements from the contract are legally binding and which are just elements to inform the user and improve the User Experience to create a solid storyline. As an overall conclusion, it is possible to indicate that the current contracts are feasible according to the HR departments, but it is necessary to pay attention to the details that have been just indicated, to ensure no misunderstandings arise during the labour relationship or the contracting process.

#### TAKEAWAYS

- » Further research needs to be done to implement the renegotiation feature in order to determine which parts are negotiable and how this should be done.
- » It is essential to define which content is legally binding and which is just informative, to avoid conflicts.

## 7.5 Reflection on Cycle 3

### GATHERING INSIGHTS FROM TESTING

The third cycle had as the main goal to detail the prototype using the feedback from the tests and to validate the contract in the real context, with employees and HR managers. This cycle began during the testing of the redesign in cycle 2, as RTD was the approach used to research during this cycle. The testing in the previous iteration had as a goal to evaluate the usability and the fairness of the prototype. After the results were analyzed the main insights from the cycle were concluded.

### NECESSARY TO EVALUATE FAIRNESS AGAIN

This insights indicated that the redesign was favourable regarding the usability of the visual contract. The user experience had been significantly improved since the first version and it was only necessary to pay attention to some elements for keeping consistency. Additionally, new functionalities, such as renegotiation options or chats for direct questions were suggested by the users, as a way of improving the fairness and the understandability of the contract. The tests regarding the fairness evaluation in the contract, also pointed out that users were able to distinguish the fairer contract, however, it was yet not possible to conclude what made them decide. For this reason, the fairness evaluation was again addressed in this third cycle.

### A TOOL FOR COMMUNICATION & NEGOTIATION

The next step after analyzing all the results from the test was to translate this insights into design features or new functionalities for the users, as no further research than the test was conducted. In this detailing phase, new content was added to the contract like is the case of the concerns section, adding extra layers of information. Also, a Q&A Chat to have direct contact with the employee regarding the app and an extra button to make suggestions or changes regarding the provisions of the agreement, were added as functionalities. Finally regarding the visual style, a grid system was integrated to create a more solid and visually appealing design.

### VALIDATION IN REAL CONTEXT

Two types of test were conducted during this phase with the goal of evaluating the implementability, the user experience and the fairness in the real context. In order to do it, user test were performed with real employees from Pezy and interviews with the HR departments from Pezy and Client A were conducted. The results were very positive in all of these aspects, however there still room for improvement. The following takeaways are indicating which are the points that need more attention to finalize the design:



### TAKEAWAYS SUMMARY

- » 1. The use of visual contracts helps in the evaluation of fairness thanks to the layering of information and the understandability improvement
- » 2. The fairness perception is subjective, as although most of the participants indicated which was the fairest contract, each one used a different criteria to evaluate.
- » 3. Necessary to indicate which content is legally binding and which content is informative
- » 4. Users would appreciate to know which is the purpose of the content in the contract, especially if it is sensitive or personal
- » 5. There are usability details that could be improved
- » 6. The employees perceive that the contract grows with them, while the make progress in the company
- » 7. Further research needs to be done to implement the renegotiation feature in order to determine which parts are negotiable and how this should be done.
- » 8. It is essential to define which content is legally binding and which is just informative, to avoid conflicts.

## Chapter 08 | Conclusion



The following chapter gathers the final conclusion of the project, developed with the company Visual Contracts, which focused on exploring the fairness of visual contracts in the context of employment contracts, in order to create better agreements and reduce the possible conflicts that arise during the labour relationship. In this chapter a discussion on how the research questions were answered, the limitations and the recommendations are presented.

# 008

## Conclusion

# 8.1 Discussion

This section gathers the project discussion which is focused on answering the research questions that were proposed at the beginning of the project (See 1.2.2 Research Questions). The research, the design and the evaluation were necessary in order to answer these questions. The discussion is presented hereunder:

## Q1 HOW TO DESIGN FAIRER VISUAL EMPLOYMENT CONTRACTS?

In order to answer the first research question it was necessary to first answer the two following research questions. The first one, which aims to define which is the meaning of fairness in the context of employment contract, and in specific in this project. The second one, that arises as a consequence of the definition of fairness and that focuses on improving the understandability of the contracts before evaluating the fairness. These two questions will be discussed, before answering to the main research question.

### Q1.1 HOW TO DESIGN FAIRER VISUAL EMPLOYMENT CONTRACTS?

As fairness is a very subjective term, it was necessary during the lapse of the project to create a specific definition that adjusted to the context. The research showed that perception of fairness is personal and subjective, as it is dependant of the situation and the relationship between the stakeholders, which are the people that are affected by the decision and the decision makers. Applied to the context of employment contracts, it lead to the conclusion that it will not be possible to determine what terms and conditions are fair and which are not, as this is up to the stakeholders to decide, as long as the contract complies with the law. Additionally, one of the main problems of contracts that was identified is that they are not transparent. Contracts use very complex language and do not hold all the information regarding the agreement, an example are the obligations of the employer, as these are usually gathered in other documents like labour agreements. This does not offer a complete overview to the stakeholders of which are the provision of the agreement.

### FAIRNESS IS UNDERSTANDABILITY AND EVALUATION

As a result, fairness in the project has been defined in the following way: “fairness is the sum of two elements: the understandability and the evaluation of the terms and conditions”. It was determined that for the stakeholders to be able to make a legitimate decision on signing the agreement, it is necessary to first ensure that they understood the provisions of the contract. The next step is to evaluate the fairness of the terms and conditions, and to ensure it, is necessary that all the content that is relevant for the agreement is present in the contract.

To sum up, to guarantee that an employment contract is fair and allows the parties to make legitimate decisions, there are two conditions. First, that the users are able to understand the contract, and second, that they can evaluate the provisions of the agreement, since all the relevant content is present in the contract.

## Q1.2 WHICH ELEMENTS HELP TO IMPROVE THE UNDERSTANDABILITY OF EMPLOYMENT CONTRACTS?

As the research showed, there is a latent need to improve the understandability of the contracts. Additionally, the definition of fairness in the employment contracts confirmed this requirement. Therefore, this research question was posed: how to improve the understandability of employment contracts? Legal Design Thinking is a discipline that arises with the purpose of improving the legal system by making it more accessible and user centered. The company Visual Contracts, expert in LDT, integrates this discipline in their approach, making use of one of their tools, visual contracts. Visual contracts are tools from the LDT discipline, which use visualizations and explanations with the aim of facilitating comprehension. This tool was the chosen method in this project to improve the understandability of contracts.

### VISUAL CONTRACTS WILL HELP TO IMPROVE UNDERSTANDABILITY

Visual contracts are a relatively new tool, therefore, there are not specific guidelines on how to develop them. However, there are three common aspects which are present in all the them, which help to improve the understandability. First, they structure the information, second, they use visualization to support and ease the comprehension, and third, they use plain language instead of complex legal terminology. For this reason, visual contracts will be used as the means to improve the understandability of the contracts.

## BACK TO QUESTION 1

Once the two sub-questions have been answered, it is possible to give an answer to the general question on how to create fairer visual contracts. The research, gave as a result a list of four design requirements that the contract should meet. According to these criteria the design should be feasible from the law and employer’s perspective, it should foster the creation of agreements, seek for the well-being and it aim to implement fairness in the contract as it was defined in the project. The result was the development of a framework for the creation of fair visual contracts. The framework is divided into 4 different layers: structure, content, interpretation and impact.

### THE FRAMEWORK FOSTERS THE CREATION OF FAIRER CONTRACTS

The framework follows the approach proposed by Levine (2002) for the creation of effective agreements which includes all the possible content relevant to an agreement. The approach organizes the information into categories, such as vision, roles, promises, concerns, fears, etc., and includes all the relevant content in a more personal and tangible way. By providing all this information, is easier for the stakeholders to make legitimate decisions. Additionally, it also considers the evaluation of the understandability and fairness of the provisions, as the definition of fairness indicated. For this reason, it provides a good base for the creation of fair employment contracts. Finally, remark that although this framework is designed for the creation of fairer employment contracts, it is however applicable for the design of any other type of contract or agreement.



## Q2 HOW DOES FAIRNESS IN EMPLOYMENT CONTRACTS AFFECT THE STAKEHOLDERS INVOLVED?

The research defined that in the context of employment contracts there are three main stakeholders, employees and employers, who are the end-users, and the law experts or contract creators/designers. The goal of the second research question is to define which is the impact that the use of fair contracts can have in them. In order to answer this question, research and testing of the contract with stakeholders was conducted.

### IMPACT ON THE EMPLOYEES

In the case of the employees, after interacting with the contract it was possible to understand that it supports them in their decision making process and makes them feel more empowered than by using the traditional text versions. The reason is that they get a complete overview of all the information related to the agreement, and they are able to have a better understanding. Additionally, employees felt more respected by the company and appreciated the effort of the employer in order to communicate the information effectively. As a result, the manifested to feel more happy and motivated to work in the company, however, the contract is only setting the basis for this predisposition, is important that further actions that support this behaviour are taken during the labour relationship.

### IMPACT ON THE EMPLOYER

In the case of the employers, the implementation of fair contracts also brings several benefits. In the first place, it helps to motivate the employees and improves the corporate image, since it is perceived as a socially responsible company which takes care of their employees. Additionally, by including all the relevant information of the agreement and informing the employees of their rights, it is possible to prevent conflicts that might arise

due to misunderstandings. All of these, will contribute to the company's productivity and results. However, in order to implement these type of contracts, the employer might need to make some extra efforts in the creation of contracts. These contracts are more personalized and therefore, the drafting takes more time, as well as the management. Also, it might be necessary to offer a basic training to the HR management teams on how to design fairer employment contracts. In the future, depending on the evolution of the Legal Design field it might be possible that company's start to integrate designers within their HR departments.

### IMPACT ON THE LAW EXPERTS

Finally, the benefits that implementing these type of contracts has for the law experts or contract designers (HR departments, lawyers, etc), is that it will be easier to communicate with the parties of the agreements. However, it also requires an extra effort, as the way the information is structured and laid out is new to them. It is important also to incorporate plain legal language and obtain some basic knowledge on the field of information visualization, to support them in the creation of fairer contracts. Nevertheless, the goal is to develop a tool that supports them in the design of the contracts and that does not require of design skills.

As a conclusion, the use of fair employment contracts brings numerous beneficial effects for the stakeholders, especially for the employee. However, there are also implications for the employers and the contract designers that need to be also considered. Ideally, the further development of a tool to support the contract design in the future will reduce this implications, promoting the use of fair visual contracts.

## Q3 HOW CAN THE COMPANY VISUAL CONTRACTS INCLUDE FAIRNESS IN CONTRACTS IN THEIR BUSINESS STRATEGY?

The last research question has as a focus to answer how will the design of fairer visual contracts support the company Visual Contracts in their business strategy. In the first place, the promotion and creation of fair visual contracts aligns with their mission of providing access to justice, and supports their vision of creating socially responsible innovation. Nonetheless, is important that these contracts provide to the company with business opportunities.

### EMPLOYMENT CONTRACTS ARE A SOURCE OF CONFLICTS

As it was already explained, the context of employment contracts holds a big potential for the company. The research showed that there are several problems in the employment context that have a direct effect on the employers and the employees. The conflicts that arise in the labour relationship compromise the well-being of the employee, since they can severely affect their income and medical condition. In parallel, these conflicts also have a negative impact on the employer as they undermine employment sustainability, demanding the company's resources, money, workforce and time, to be solved. For this reason, is important for both stakeholders to prevent this type of conflicts or to find ways to alleviate them.

### EMPLOYMENT CONTRACTS ARE A GOOD BUSINESS OPPORTUNITY

The research gives to Visual Contracts a market opportunity in which to direct their efforts. Moreover, the results of the project show clear evidence of the relevance of the company's activity. The framework and the contracts that were designed, generated useful knowledge and the basis for the development of visual contracts. Additionally, the validations and testing with the stakeholders, offered an overview of the impact that visual contracts have on the stakeholders and it set the stage for future research and further development directions. These directions point towards the development of tools to support the creation of visual contracts.

## 8.2 Conclusion

In this section the overall conclusion of the project and the results are gathered. The project objective was to explore the impact that the use of visual contracts have from the fairness perspective. By doing so it was possible to offer the company Visual Contracts with evidence that would support relevance of their activity and also added value to the brand, which also aligned with the vision.

### 8.2.1 Project Conclusion

A design process that combined research with a practical approach was the chosen approach for the development of the project. Therefore, and with the purpose of scoping the project into something feasible within 20 weeks, it was necessary to choose an specific context, in this case employment contracts.

#### CONTEXT: EMPLOYMENT CONTRACTS

As the research showed, **employment contracts are a potential business opportunity for the company Visual Contracts**, as there is a big market in which a solution could be implemented. Additionally, the stakeholders involved in this context, **employers and employees, suffer severe consequences from the conflicts that arise in the context, which can even compromise their well-being**. In the case of the employees, these conflicts have a direct effect on their income and health state, while for the employers, these conflicts requires of their resources and might put in danger the continuity of their business. With the objective of solving or, at least alleviating, these conflicts and since it represents a big business opportunity which will give and added value to Visual Contracts, fairness was introduced as part of the scope of the project. To sum up, the context of the project will explore the impact of fairness in visual employment contracts, and as consequence the following fields will be considered: contracts, fairness and understandability.

#### CYCLE 1: RESEARCH & DESIGN

In order to achieve the project goal three design iterations were conducted. The first cycle, had two main goals, to create an in-depth understanding of the project scope (contracts, understandability and fairness) and to design the first visual contract. A combination of desk and empirical research with the stakeholders of contracts, was conducted to gain more understanding to the scope of

the project. The results showed that the current contracts present several problems, for example, they are difficult to understand and they are not transparent, because they do not hold all the information of the agreement.

#### » Fairness & understandability

Regarding, the fairness perception, it was found to be subjective to the situation and the relationship of the stakeholders, therefore, it was determined that it was not going to be possible to define the specific terms and conditions of the contract, but only give the means to the parties to evaluate them. In this way a new definition of fairness that applies to the context was created: **"fairness is the sum of the understandability and the evaluation of the provisions of the contract"**. This means that in order for a contract to be fair users should be able to understand it and also, allow the evaluation of the provisions, since it holds all the relevant information of the agreement. Visual contracts, a tool from the LDT discipline, will be used as the means to improve the understandability, since this tool helps in the comprehension of this documents and, is recurrently used in the approach of the company Visual Contracts.

#### » Framework for the creation of fairer contracts

All the information gathered from the research converged in the development of a framework which aimed to ease the creation of fair employment contracts. The framework follows the approach proposed by Levine (2002) for the creation of effective agreements which includes all the possible content relevant to an agreement. The approach organizes the information into categories, such as vision, roles, promises, concerns, fears, etc., and includes all the relevant content in a more personal and tangible way. By providing all this information, is easier for the stakeholders to make legitimate decisions. Additionally, it also considers the evaluation of the understandability

and fairness of the provisions, as the definition of fairness indicated. For this reason, it provides a good base for the creation of fair employment contracts.

#### » Design of the first visual contract

The framework was used as the base for the creation of the first visual contract. To define the content of the contract a real template from the company's client, Pezy Group, was used. The design structured the information in layers of importance following the structure from the framework. Additionally, plain legal language and visuals, like images and diagrams, to support the text were implemented. All of this, converged in an interactive document, similar to an app, through which users had to navigate. This format was chosen because it offered more possibilities that the traditional text versions.

#### » Testing the visual contract

The next step was to evaluate with the different stakeholders (employees, employers and law experts), the visual contract on the following aspects: feasibility, understandability, fairness, agreements and usability. Four different types of tests were conducted for this purpose. The results showed that, when compared to the text version, the visual contract performed better in all of the aspects, except for feasibility. However, although it might be more complex to implement in the real context, it was still defined as feasible. During the test information, on how to improve all of these aspects was gathered and implement in the next cycle.

#### CYCLE 2: THE REDESIGN

The second cycled, had as an objective to improve the design from the first cycle and improve the implementability in the real context. All the insights gathered during the first cycle were transformed into design features and elements and were then implemented in the contract. The new design transformed the interactive document into a platform, where the user performed all the tasks related to their hiring and onboarding process, from reading the contract to uploading the necessary documents for the formalities. Additionally, the visual style and the tone

of voice of the contract were adjusted to a more formal style, but which was still personal, attractive and friendly. A user tour to guide the user through the new structure and the design of the contract was implemented, to ease understanding. And finally, the comprehension was incorporated in the design itself, to offer the user a self-assessment tool, increasing in this way the fairness in the contract.

Afterwards, this new design was evaluated in a user test that focused on evaluating the usability and the fairness of the new design. The results indicated that the redesign improved the understandability and the usability of the contract and contributed positively to the perception of company's image. However, some elements that needed attention from the user experience perspective arose during the testing, and they were addressed in the next cycle.

#### CYCLE 3: DETAILING AND VALIDATION

The last iteration was the third cycle, and had as a purpose to detail the visual contract and validate it in the real context. In the same way than in cycle two, the insights from the previous cycle were transformed into design features or elements and implemented in the visual contract. New content and functionalities were added in this phase, such as chat to contact the employer, or negotiation features. To finalize the project, the design was evaluated in the real context by performing user test with real employees from Pezy and interviews with the HR departments from Pezy and Aegon. The results were positive indicating that the contracts designed are feasible and fit within the context, although there is still room for improvement. The limitations and the recommendations are gathered in the following sections.



VISUAL CONTRACTS CONTRIBUTE TO FAIRNESS

As an overall conclusion, it can be stated that the visual contracts contribute to fairness and have a positive impact that helps to improve the well-being of the stakeholders by establishing better agreements. The visual contracts support this by improving understandability and fostering evaluation, and they do it in the following way:

“Visual contracts create **hierarchies of information** that highlight the most relevant content and use **plain language** to simplify it, which is moreover supported by visualizations. They also include all the **relevant information** that relates to the agreement and structure it in a more understandable way to **enable legitimate decision making**. Finally, they support this decision making process with **tools for self-evaluation**, like a comprehension quiz.”

BENEFITS

The benefits of implementing this types of contracts for the stakeholders are the following:

- » They support and empower the stakeholders during the decision making process and negotiation of the agreement
- » They improve the relationship between the parties, by fostering trust and open communication
- » They prevent conflicts and set real expectations

8.3 Project limitations

The goal of this project was to explore the impact that the creation of fair visual employment contracts has and to develop a tool that supports the company Visual Contracts in their development. In order to achieve this goal, a research has been performed on the fields of contracts, fairness and understandability. This research resulted on the creation of a framework for the creation of fair visual employment contracts and the design of a visual contract. However, during the project development several limitations arise which will be discuss hereunder:

8.3.1 Limitations of the Research

MISSING ON RELEVANT INSIGHTS

The initial research combined two research approaches, desk and empirical research. The desk research focused its efforts on providing a depth understanding of context, the project scope and on finding possible connections between the topics . However, is worth to mention that given the time span of the project, 20 weeks, and the amount of information and complexity of topics, like fairness and contracting law, is possible that some insights have been overlooked.

SENSITIZING THE STAKEHOLDERS

Regarding the empirical research, a more in-depth qualitative research, which used sensitizing material to prepare the stakeholders for the interviews might have generated more in-depth knowledge. Additionally, a bigger sample of users, especially, employers would have offered better and more accurate results.

8.3.2 Limitations of the Design

NO SPECIFIC VALIDATION OF THE FRAMEWORK

The framework is the result of the research conducted in the first cycle, and was used for the design of the visual contract and evaluated through the testing. However, no specific validation of the framework was performed further than the conversations with the law experts and the HR departments, in which the project research was presented.

INTERESTING TO DESIGN A MORE COMPLEX CONTRACT

The content of the designed contract was based in the employment contract from Pezy and complemented with content from the research. However, this contract was not as complex as some of the documents that other companies offer, it would be interesting to see how these can be integrated in the design.

NOT ALL THE DESIGN ASPECTS COULD BE ADDRESSED IN DEPTH

The time limitation and the complexity of the topic, forced to spend a very big amount of the time in the initial research and on the validation of the first cycle, this resulted in a smaller time frame for the design of the contract than what would have been desirable. For this specific reason, some aspects of the contract could not be develop in depth, for example the usability and user interface of the contract. Because the main focus was to explore the fairness and the impact of visual contracts all the efforts were directed towards that direction.

THE CONTRACT WAS NOT COMPLETELY DRAFTED

The time limit forced the progress on the project, and as a consequence, it did not allow to create all the content that the contract would have, but a template of how the contract should look. Additionally, as well as in the previous section, the priority was to explore the fairness and the impact of the visual contract, and for this purpose it was not completely necessary to have a finished contract.

### 8.3.3 Limitations of the Evaluation

#### TESTING WITH MORE PARTICIPANTS

Having the opportunity to test with more participants, especially in the case of the questionnaire, would have provided more quantitative information that lead to better evidence some of the insights that resulted from the testing, pointing probably in a more accurate direction.

#### RELUCTANCE TOWARDS NOVELTY

The novelty of the topic influenced a bit the results. It was perceived during the testing that some users, specially the employees, did not completely trust the prototype, since they did not believe on their feasibility and could not understand why the company would make this effort. Additionally, there is an adaptation curve when innovation happens, therefore, once this type of contracts become more common it will be easier to evaluate which is the impact that this has on fairness, as users will not question their feasibility.

#### THE CONTRACT WAS NOT COMPLETE

As it was explained in the limitations of the design the contract did not hold all the content of the contract, as only a template which suggest the functioning of the contract was created. Although, it was not crucial for the testing, is possible that this might have influenced the stakeholders on their design.

#### SUBJECTIVE FAIRNESS EVALUATION

The evaluation of fairness was a very subjective topic, and a more in-depth research on methods to evaluate it is advisable. Time limitation did not allow to perform this research, and additionally, the resources for testing were limited, as the access to the employers in the real context was limited.

## 8.4 Recommendations & Future Research

Based on the results of the project and the research, this section will discuss the recommendations for the further development of the project. The novelty of the topic and the scope of the project provide the means to perform further research which can be used to improve the design.

### 8.4.1 Recommendations & Research

The results of the evaluation and testing of the contracts, lead to insights for the improvement of the contract and new design directions.

#### IMPLEMENTATION OF CONTRACTS

The results indicate that the design adapts to the needs of the stakeholders and could be implemented in the real context. However, in order to make more progress in this direction, it would be necessary to perform further research in several aspects that affect the management and creation of the contracts. Some of the questions that arise are:

- » How will the employer manage the personalization of the contracts?
- » In which parts of the contracting process will the contract be present?
- » Which is the necessary knowledge that HR departments should have to do design them?
- » In which way will the employers create the contracts?
- » How to share the document with third parties?

#### RESEARCH ON LEGALLY BINDING CONTENT

The testing showed that some of the users were doubtful about sceptical about certain content of the contract, such as, the concerns, the company information, the vision, etc. They expressed to be confused about if this type of content could be considered legally binding or not. This demonstrated, that also further research needs to be performed in this area to determine if that information will be included with informative purposes or as something legally binding.

#### EXPLORING AND EVALUATING OTHER TYPES OF VISUALIZATION

In the contract design the visualizations chosen were mostly aimed to support the information on the text, but were not the main means for communication. This approach was chosen on purpose, to ease the transition of the users from text traditional contracts visualization. However, it would be interesting to evaluate other types of visualization in the contracts in which the images or diagrams are communicating the information, and where text is the support element.

#### ADDRESSING THE WHOLE CONTRACTING PROCESS

It would be advisable to conduct further research on other steps of the contracting process, like is the case of the negotiation and conflict solving. It is necessary that the whole flow of the contracting process is taken into account on the design of the contracts. The negotiation part was partially addressed but, due to the time limitation, it was not possible to do it in depth. Therefore, conducting further research and determining in collaboration with the stakeholders which aspects of the contract are negotiable and which are not, is something that will help in the improvement of the contract design.

#### EDUCATING THE STAKEHOLDERS

One of the problems that were identified in the project was the lack of knowledge on the In the case of the employers, these lack awareness on their rights and obligations within the labour relationship. In the case of the contract creators and employers, there is legal awareness but they are not familiar with the innovation in the field of Legal Design and the benefits that its implementation might have. Therefore, is important to educate the stakeholders in these two aspects in order to ensure that this innovations are implemented and the maximum benefit it withdraw from their agreements.



## Chapter 09 | Personal Reflection



This chapter gathers the personal reflection of the author on the project development and outcome. It discusses also about the personal development goals and the main learnings during the project course.

# 09 Personal Reflection

## 9.1 Personal reflection

At the beginning of my journey to graduation, when I was in seek of a project that motivated me to develop it for six months, I came across with the opportunity of pursuing it in collaboration with the company Visual Contracts. When I first read the brief I had never heard about the discipline of Legal Design and even less, I was able to understand what a visual contract was. However, the brief had a social component which really sparked my motivation and after, conversing with Lieke, the founder of the company I was completely convinced that I wanted to collaborate with them.

When I started the project, and I was writing the brief and conducting the initial research on the context I felt the need to include **the fairness perspective** within the scope of the project. It began as personal motivation, to make the project more personal and dear to me, and, in the end, **it contributed very positively to its development**. Nonetheless, in the course of graduation, **fairness became a challenge** as it added a complexity which was not required by any of the parties involved in the project rather than me. However, I truly enjoyed dealing with this challenge and feel very satisfied with the result.

Another of the motivations to choose this project, as I have already mentioned, is the social component that it involves. I really feel in line with the vision and mission of Visual Contracts, and I believe that the design can be used as a means to make a change in society and empower the people. I feel that the design approach taken and the collaboration with the company, which really supported me in this process, allowed me to actually a result that can be classified as social design. This, means a step forward in my professional development as a designer since it helps me to understand which is the future direction I want to pursue in my career.

The project based the outcome on theoretical background, which resulted from the research, and the testing with the stakeholders. **I believe that the research and the outcome made an important contribution to the fields of design and law**. Additionally, regarding the results of the project, I believe it is relevant to discuss how it project contributed

to the evaluation criteria of feasibility, desirability, and viability of the design.

Feasibility was included in the design through research which provided a theoretical background and supported the approach taken in the design. Moreover, a specific focus was put on the **feasibility** to integrate it in the real context, by **involving the stakeholders on the research and the validation**. Regarding the **desirability**, elements that contributed to user experience and an effort on integrating the needs and concerns of the involved stakeholders was made. This elicited a **design tailored to the employers and employees, which aimed to empower and support them in several aspects like decision making and communication**. Finally the viability, the **results of the project provided several insights that supported the design and that showed the positive impact of its implementation**. These insights provided evidence and an added value to the company Visual Contracts of the relevance of their activity. Regarding the further development of the project, I believe that the results are viable to develop once the company grows and incorporates the necessary workforce which aims to integrate, like is the case of software developers.

In general, I am happy with the outcome of the project, moreover, considering the complexity it enclosed. Although, I believe that there are parts of the project, like the design process or the time management, which still had room for improvement and to which I will pay special attention in the future projects I develop. These improvement points are discussed in the following section of learnings.

## 9.2 Learnings

### DEVELOPED MY RESEARCH SKILLS

This thesis, helped me to improve my research skill, in both of the approaches desk and empirical research. This research forced me to be more structured with the information management and also, learned to document all of the information I analyze. One of the main challenges I faced during the research was to step-back to make sense of all of the information. When you in so in-depth into a topic is complicated to obtain an overview of the information and map-out some relations. It was very helpful to talk to peers and people external to the project, as they offered me a fresh perspective on how to structure it.

### IMPROVED PROTOTYPING & TESTING SKILLS

The project was useful also to improve my prototyping and testing skills, gaining more knowledge in the field of usability and user experience. The number of iterations and redesigns of the contract and all the different types of validations (user test, interviews, workshops, questionnaires), were the key element to make me develop my design skills.

### PLANNING IS IMPORTANT

When looking back to the project management and planning I believe that several things could have been improved on its course. Although, the initial plan was ideal, and was dedicating enough time to all of the tasks of the project (research, design, evaluation), in practice I was not able to follow it.

### MORE DESIGN LESS RESEARCH

The extensive research allowed me to better the context and the stakeholders, allowing to make a more feasible and viable design. However, it absorbed a big part of the project time, leaving in the end very little time for design and iteration of the project. This is something very important to consider. However, it was possible in the end to complete the planning and conduct the three cycles that were initially planned.

### STAKEHOLDER MANAGEMENT

Finally, thanks to the context of the project and the different type of stakeholders, it was possible to improve the stakeholders' management skills. Interviewees, external organizations like HiiL, clients like Pezy, and test participants, were only some of the stakeholders that were involved in the course of the project. To obtain the best output it was necessary to efficiently and strategically manage them.

## Chapter 10 | Bibliography

# 10

## Bibliography



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**MASTER THESIS**