



Volunteer  
Lawyers and  
Accountants  
for the Arts

## Reading the Fine Print:

*Key Contract Clauses Every  
Medical/Technical Writer Should Know*

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## Why contracts matter



### Common myths:

“It’s boilerplate—everyone signs this”

“Legal will never change it anyway”



### Real-world consequences:

Scope creep

Nonpayment or delayed payment

Lost IP rights or opportunities



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## What is a contract?

A contract is simply a legally enforceable agreement

Contracts come in many shapes and sizes

- Long or short
- Express or implied
- Typed or handwritten
- Written or oral



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## Reasons to have a written contract

Ensures Clarity  
and Precision

Helps make sure everyone is on the same page

Encourages  
Thoroughness

Writing it out helps uncover details and clarify expectations

Strengthens  
Commitment

Signing makes each party consider the responsibilities seriously

Provides Reliable  
Record

Serves as proof of what was agreed to

Fulfills Legal  
Requirements

Some agreements have to be in writing to be valid



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## Key clauses

Scope of Work & Deliverables

Payment Terms

Intellectual Property & Ownership

Confidentiality & Publication Restrictions

Non-Competes

Indemnification & Liability

Termination



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## Your submissions

1. Contractor will not work with/for any current client of KS, nor with any company that could potentially become a client of KS.
2. When client owns the copyright to consultant's material, how far do the restrictions go as it relates to the subject matter of said material?
3. Subcontracting of services to third-party vendors is not acceptable. Supplier may engage independent contractor/consultants to execute the services provided prior notices given to company.
4. All formal meetings were appropriate will have formal meeting. Men provided, prepared by supplier and provided to company to summarize activity, discussions, action, items, responsibility, and timing. Want to discuss how often writers actually have formal meetings with the client and how minutes our shared/stored.
5. As the supplier we use the company systems to provide their services, the supplier will be responsible for creating a maintaining a business continuity plan and placing reliance on companies, disaster, recovery plans. The suppliers business continuity plan should provide the foundation to ensure continuity services to company, regardless of whether our business continuity event occurs regarding the education of the business continuity or companies disaster recovery plan, the supplier will continue to use reasonable endeavors drive contracted services to company.
6. Contractor shall submit invoices to Company ABC, which Company ABC shall pay reasonably promptly.



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## Contract negotiation process



- Know what you want
- Agree on the key terms
- Draft the contract based on the key terms
- Revise the contract as necessary
- Sign the contract



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## Enhance your negotiating power

### Power of SKILL

- Communicate your position
- Ask questions
- Take notes
- Look for other options
- Be sensitive to timing
- Avoid on the spot decisions

### Power of KNOWLEDGE

- Know what you want
- Know your counterpart
- Consider precedents
- Consider the alternatives

### Power of TRUST

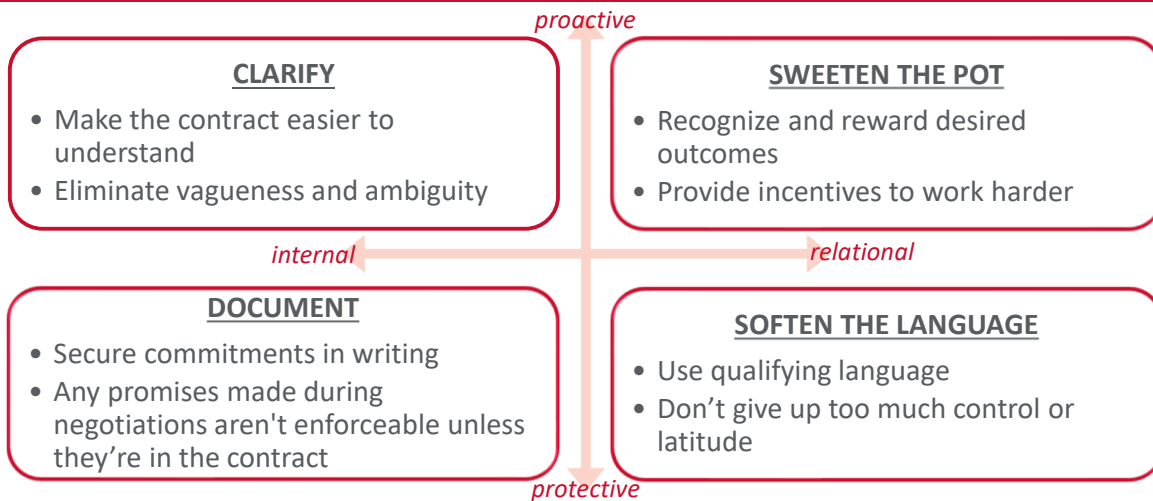
- Be confident
- Show respect
- Empathize
- Consider using an intermediary
- Trust your instincts



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## Negotiating techniques



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## Key takeaways

- You don't need to be a lawyer to:
  - Spot red flags
  - Ask smart questions
  - Protect your work
- Three rules to remember:
  - Read every word
  - If you don't understand it, ask
  - Escalate if necessary



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