

40th Nordic Conference on Law and IT – Regulating for Complexity
6–7 November 2025, Oslo, Norway

Cutting Through Complexity: From Complifiers to Simplifiers with Legal Design

Helena Haapio
Lexpert Ltd | University of Vaasa | Tampere University | Aalto University



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Helena Haapio, a proactive lawyer

**Ex Complifier,
now Simplifier**



<https://www.linkedin.com/in/helenahaapio/>

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Complifier vs. Simplifier

Complifier

Someone (or an AI tool) who makes complexity worse and life harder for others.

Simplifier

Someone (or an AI tool) who reduces unnecessary complexity and makes life easier for others.

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The Pocket Lawyer, Esq.



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Agenda

- **The Complexity Problem**
Why regulation and contracts overwhelm
- **From Complifiers to Simplifiers**
Shifting mindsets – focusing on users in the field
- **Cutting through and Preventing Complexity with Legal Design**
From drafting to designing – focusing on actionability and outcomes
- **Becoming a Simplifier**
Tools, tactics and tips to prevent and reduce complexity

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The complexity problem – regulations

Complexity may stem from the **content, language, structure or presentation** – or the mere **volume**

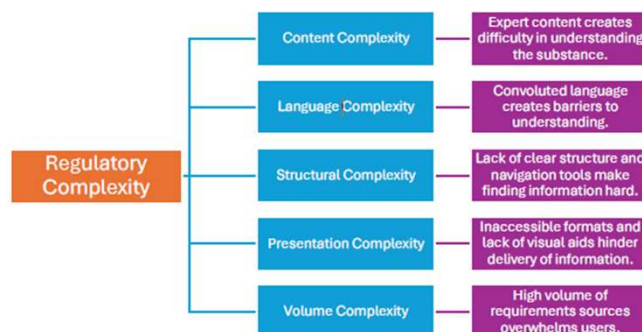


Figure 1. Different Dimensions of Regulatory Complexityⁱⁱⁱ
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European Declaration on Digital Rights and Principles 15 Dec 2022

presents the EU's commitment to a secure, safe and sustainable
digital transformation that **puts people at the centre**.

<https://digital-strategy.ec.europa.eu/en/library/european-declaration-digital-rights-and-principles>



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European Digital Rights and Principles: Is this the path to putting people at the centre?



European Declaration on Digital Rights and Principles, European Commission, 15 December 2022,
<https://digital-strategy.ec.europa.eu/en/library/european-declaration-digital-rights-and-principles>

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The problem has many causes and names



... leading to unnecessary information overload, so readers give up!

Fine print

TL;DR (too long; didn't read)

Wall of text

- no information hierarchy
- no visual cues or navigation aids
- no meaningful structure/organization

Legalese, "sustainabilitease", jargon

Complex language

Scattered information



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Readers' problems = writers' problems

If people don't read–find–understand–remember even the key points

⇒ Inadvertent non-compliance occurs.

⇒ People keep asking experts the same questions repeatedly.

⇒ Readers' (and non-readers') problems are writers' problems, too:
complexity causes unnecessary risks, and opportunities are missed.

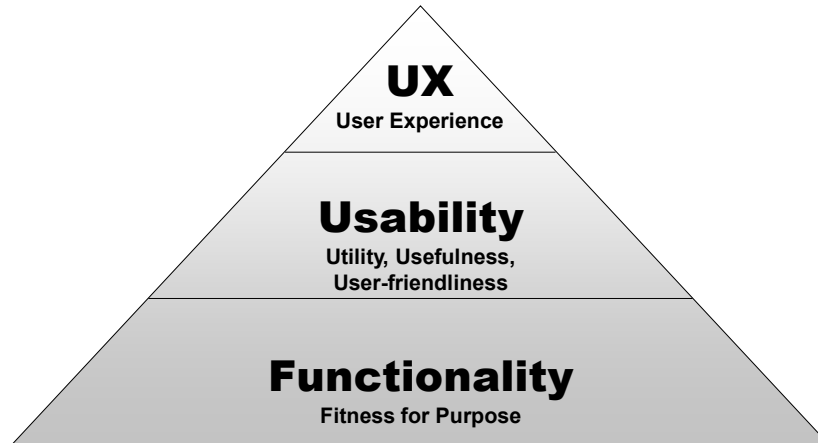
⇒ We need **better** contracts that work for readers!

⇒ Writers need help in producing such contracts.

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Users' needs and expectations

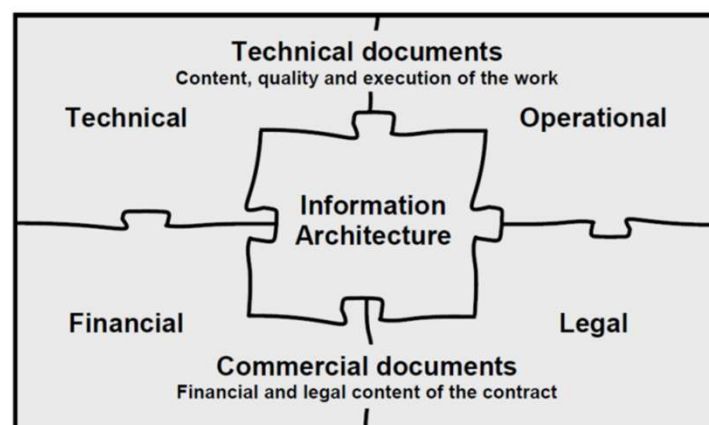


Adapted from Helena Haapio: Next Generation Contracts: A Paradigm Shift (2013), based on Patrick W. Jordan; Designing Pleasurable Products. An Introduction to the New Human Factors (2002).

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Different users, different needs and expectations



The Contract Puzzle: Contract Documents and their Contents. Adapted from Helena Haapio: Next Generation Contracts (2013) and YSE 1998 (RT 16-10660)

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Something old, something new

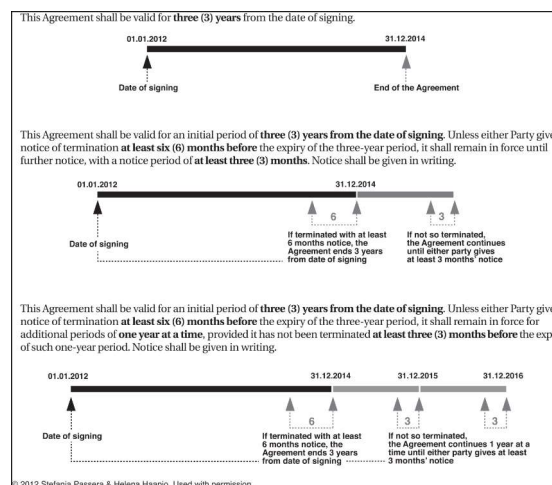
Paving the way:

- Louis M. Brown, Preventive Law 1950s
- James P. Groton, Conflict Anticipation and Prevention 1970s
- **Proactive Law, Proactive Contracting 1990s**
- **Nordic School of Proactive Law 2004**
- **ProActive ThinkTank 2007**
- Using the Law for Competitive Advantage
- Law and Strategy, Law and Management
- Visual Law, Contract Visualization, Contract Design & Legal Design
- ISO 24495-2: Plain Language – Legal Communication

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Writing and design working together: Early examples from the 2010s

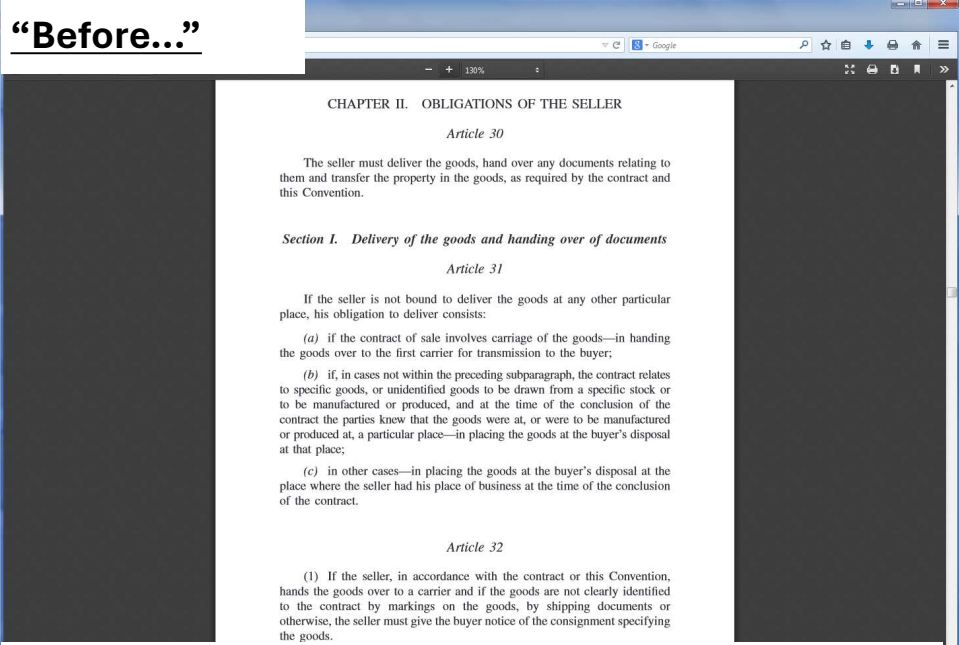


Contract timelines of 2012. Reprinted in Helena Haapio & Stefania Passera, *Contracts as Interfaces: Visual Representation Patterns in Contract Design*. In Daniel M. Katz et al. (eds), *Legal Informatics*. CUP 2021.

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“Before...”

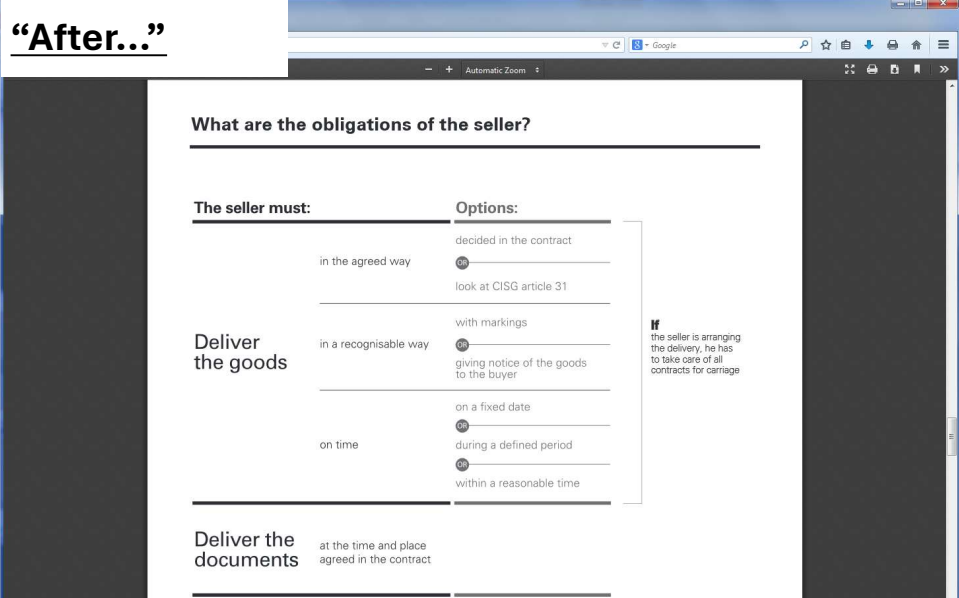


https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09951_e_ebook.pdf

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“After...”



Visual CISG - A prototype of legal information design, Draft 10.10 2013
legaldesignjam.com/wp-content/uploads/2016/03/visualCISG_booklet.pdf
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“After...”

When are the goods delivered and risk transferred?

Article 31 a & Article 67
If contract involves carriage of the goods

The seller hands the goods to the first carrier

Article 31 b & Article 69.1
If the parties know, when signing the contract, where the goods will be made available

Seller's place of manufacture, or warehouse

Visual CISG - A prototype of legal information design, Draft 10.10 2013
legaldesignjam.com/wp-content/uploads/2016/03/visualCISG_booklet.pdf
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164 things

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CONTEXT & CONVERSATION

Helena's pocket lawyer

Helena Haapio is a pioneer of the proactive approach to business contracts. This means preventing problems through clarity, rather than using legalese as a weapon in a future dispute.

The Pocket Lawyer is a small doll. Squeeze him and he yells “I’ll see you in court” and “Pay up you deadbeat”. Helena Haapio has used him in talks for many years now to typify old-style lawyers who are focused entirely on litigation.

Helena's alternative approach is called proactive law.¹ It's about preventing problems from arising in the first place, because everyone knows what the project is about, and what their responsibilities and rights are. It's a paradigm shift, and a genre shift.

The reader is entirely absent from the worst old-style contracts, written in archaic language and printed in a tiny font. But contracts drawn up as proactive business tools use information design principles including plain language, clear layout and visualisation of complex processes.²

The doll comes from Pocket Professionals,³ who also sell the Pocket Doctor (“Ooops! uh oh...”) and the Pocket Dentist (“We won't need novocain for this”). So I'm wondering what the Pocket Designer would say.

How this helps
Challenge documents which have no sense of the reader's presence just because it's always been done that way doesn't make them OK.

Things like this
Hostile reading

Search
What for?

Rob Waller:
“Challenge documents which have no sense of the reader's presence. Just because it's always been done that way doesn't make them OK.”

Rob Waller, Things an information designer should know
<https://www.designthings.org>. © Robert Waller 2025.
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**Complifiers are not necessarily evil,
just cautious.**

Stuck in legacy:

- unquestioned ways of thinking
 - legacy language
- legacy documents – templates, forms, models and clause libraries

That's the problem. Let's fix it!



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Let's all be simplifiers!

**Use Legal Design tools to become the lawyer
(or legal scholar, arbitrator, practitioner)
people actually understand!**

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From vision to action

First, there was a vision:

- **Next Generation Contracts:** Better contracts and better outcomes through proactive legal thinking and design.

Now there are strategies and tools to make it happen and scale:

- **ISO Standard on Plain Language** ISO 24495-1(2023) and ISO 24495-2 (2025) – **Legal Communication**
- Contract & legal design tools: e.g., **design patterns**
- **Technology tools** to automate them

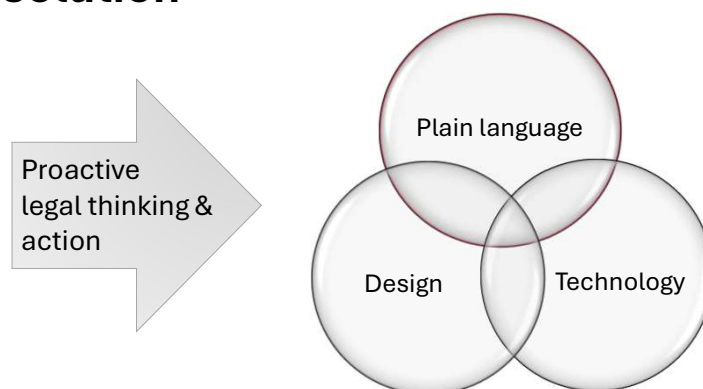


Helena Haapio
**Next Generation Contracts:
A Paradigm Shift**
Doctoral dissertation, University of Vaasa
Lexpert Ltd 2013, contact@lexpert.com
Cover: Stefania Passera and

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Change attitudes. Drive action. – How? Proposed solution



Changing mindsets, driving action
without too much manual work

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Plain language: wording, structure and design

ENGLISH

A communication is in plain language if its **wording, structure, and design** are so clear that the intended readers can easily **find** what they need, **understand** what they find, and **use** that information.

NORWEGIAN (Bokmål)

Klarspråk er kommunikasjon med så tydelig **ordlyd, struktur og visuell utforming** at leserne i målgruppen **finner** informasjonen de trenger, **forstår** den og kan **bruke** den.

English: International Plain Language Federation, Plain language definitions
<https://www.iplfederation.org/plain-language/> – See also ISO 24495-1 Plain language. Part 1: Governing principles and guidelines. Translated into Estonian by DeepL Translate (free version).

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ISO 24495-2: Plain Language – Legal Communication



What is it?

International standard (published by ISO)

Defines plain language in legal communication: intended readers can easily **find** what they need, **understand** what they find, and **use** that information

Provides guidance on how to achieve it through clear content, language, structure & design



Key Ideas

Start with the users in mind

Use graphics to clarify content

Use headings that convey meaning

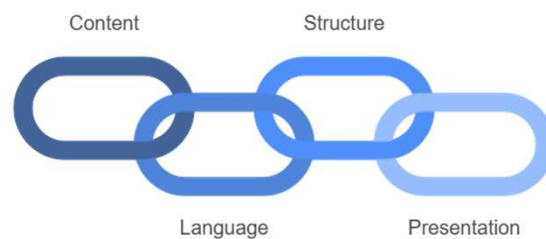
Layer information for different users

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Legal information design

Legal information design can simplify complex legal information by applying human-centered design principles to make regulations and contracts more accessible and actionable.



Four Elements of Legal Information Design

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Tools for simplifiers: Adding graphic structure

Before

This paragraph includes a 93 word sentence.

The EU's clear writing guide recommends 20 words per sentence as a suitable average.*

With graphic structure

The new version makes no changes to the wording – the only difference is to the graphic structure.

Line breaks, bullet points and bold type make the structure of the text easy to see, reducing the reader's cognitive load.

Exercise of Interim Remedies in the Event of a HREDD Default

Demanding that the defaulting party take active measures, such as the immediate cessation of activities that could aggravate existing or create new Adverse Impacts. Such measures may include Supplier's termination or removal of employees, if permissible under applicable law, and/or other Representatives in accordance with applicable laws, placing its supplier(s) or subcontractor(s) on notice of an Adverse Impact that the parties reasonably believe was caused or jointly caused by such supplier or subcontractor, requiring those entities to take corrective action to remedy the Adverse Impact, and, if it becomes clear that remedy is not forthcoming or that continuing the relationship will aggravate or create additional Adverse Impacts, terminating the contract or affiliation with the sub-supplier(s) or subcontractor(s).

Exercise of Interim Remedies in the Event of a HREDD Default

Demanding that the defaulting party take active measures, such as the immediate cessation of activities that could aggravate existing or create new Adverse Impacts.

Such measures may include

- **Supplier's termination or removal of employees**, if permissible under applicable law, and/or other Representatives in accordance with applicable laws,
- **placing its supplier(s) or subcontractor(s) on notice of an Adverse Impact** that the parties reasonably believe was caused or jointly caused by such supplier or subcontractor, requiring those entities to take corrective action to remedy the Adverse Impact,

and, if it becomes clear that remedy is not forthcoming or that continuing the relationship will aggravate or create additional Adverse Impacts,

- **terminating the contract or affiliation** with the sub-supplier(s) or subcontractor(s).

International Institute for Information Design (IIID),

"Suggestions for improving the communication of the European Model Clauses for Responsible and Sustainable Supply Chains". Comments submitted in response to the consultation co-ordinated by the Responsible Contracting Project, 2 December 2024.

For more information, see <https://www.simplificationcentre.org.uk/blog/suggestions-for-improving-the-communication-of-the-european-model-clauses>

For the European Model Clauses (EMCs) Zero Draft, see <https://www.responsiblecontracting.org/emcs>

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More tools for simplifiers

Summaries

Help readers grasp key points instantly.

Timelines

Clarify when things happen.

FAQ-style headings

Help users skim-read to find answers to specific questions quickly.

Color Coding

Helps distinguish roles or sections.

Tables

Make comparisons easy.

Tables of Contents

Help navigate long documents.

Visuals

Aid quick scanning and comprehension.
Make abstract concrete.

Layered layouts

Present core info first, details second. Different layers for different readers.

For more tools and examples, go to the **WorldCC Contract Design Pattern Library**,
<https://contract-design.worldcc.foundation/>

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From drafting to design

- A tension exists between **business-friendly**, **legal-friendly** and **user-friendly** approaches
- Other professions face similar challenges. We found that borrowing their tools can help us balance the different needs and approaches
- We decided to borrow from architects, engineers, and designers the idea of

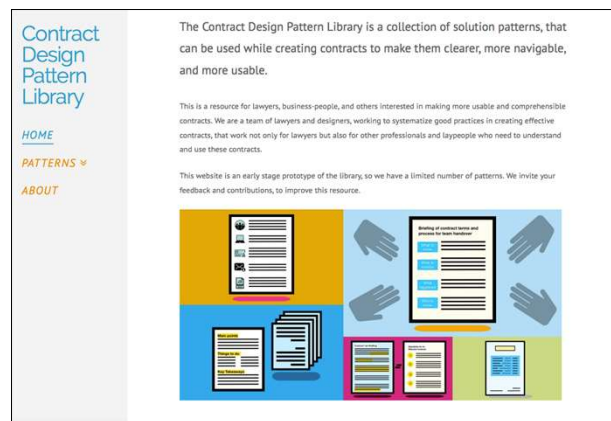
design patterns:
re-usable forms of a solution to recurring problems

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Our first design pattern library was launched in 2016 for contracts

See Helena Haapio & Margaret Hagan:
Design Patterns for Contracts.
In IRIS 2016 proceedings
(available at SSRN)



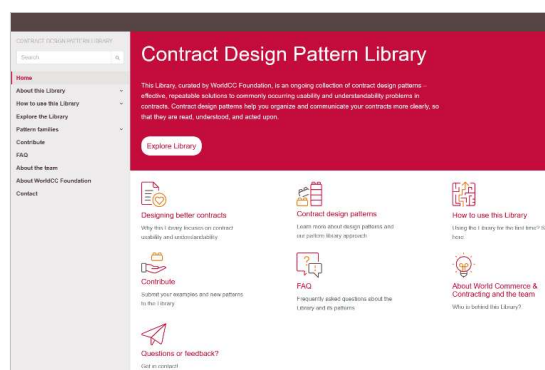
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WorldCC Contract Design Pattern Library



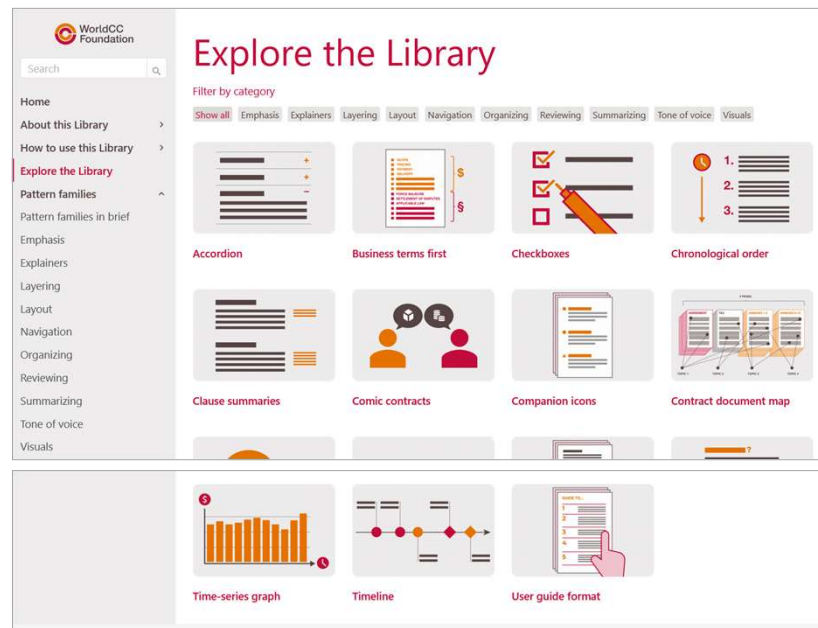
- A research-based, practice-oriented Library built for WorldCC by Stefania Passera and Helena Haapio.
- An ongoing collection of patterns – effective, repeatable solutions to commonly occurring usability and understandability problems.
- Contract design patterns help you organize and communicate your contracts more clearly, so that they are read, understood, and acted upon.



<https://contract-design.worldcc.com>

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<https://contract-design.iaccm.com/library>

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WorldCC Contract Design Pattern Library

Layering

Overview Patterns

Layering patterns are used to **differentiate key content from extra details**.

Creating a **hierarchy** (also visually) helps readers to **avoid information overload** when faced with text-heavy documents like contracts: the most important information is **quickly and easily findable** even for the less motivated reader, while extra details are **available "on demand"** for those who want or need them. It is a fact that most people, **especially if busy**, read strategically (e.g., by skimming, scanning, previewing), rather than reading every single word or sentence. Layering is a good practice to **support strategic reading**.

Layering can help contract drafters with these problems:

- "People don't read the contract"
- "People don't even know the key points of the contract, what's in and what's out"
- "As a result, people make mistakes, are not compliant, or pester me all the time with the same questions"
- "I need a way to capture people's limited attention"

Layering can help contract readers with these problems:

- "I have too much to read, and no time"
- "I need/want to read only the most important information, and to read it quickly"
- "Part of the information is irrelevant for me, I don't need/want to see it"
- "If the topic is unfamiliar, I need basic orientation first"
- "As a novice reader, I need extra explanations in context (which an expert wouldn't need)"
- "As an expert, I need extra details in context (which would instead confuse a novice)"

<https://contract-design.worldcc.foundation/library/layering>

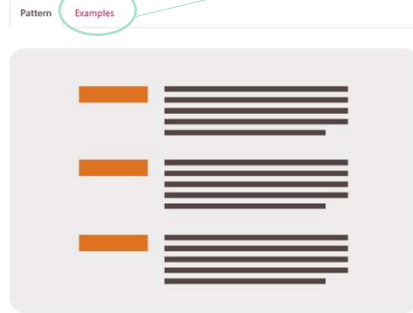
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WorldCC Contract Design Pattern Library



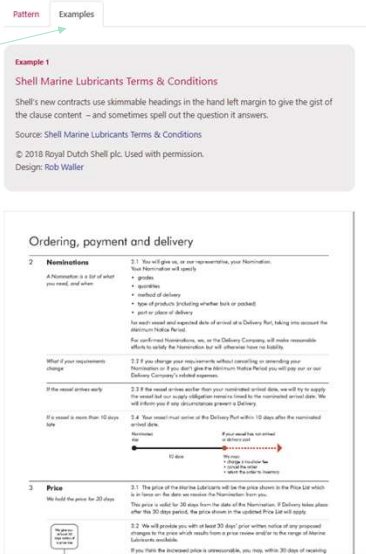
Skimmable headings



What is it?

Frequent, highly visible headings that stand out so the reader can move quickly through a document to understand its structure and access its content. There should be one for each clause or paragraph, acting as a layered explanation.

They do not necessarily replace conventional hierarchical headings for chapters or sections (although that is a possibility, too), but work alongside them.



<https://contract-design.worldcc.foundation/skimmable-headings?>

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JELT

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Transforming Norms: Legal Design, Plain Language and AI for Personalized Law

Author: Nina Toivonen, Anne Ketola, Helena Haapio

Abstract: What good is a law if its subjects are unaware of its existence or impact? As personalized law – legal rules tailored to individual circumstances – emerges as a transformative paradigm, it is crucial to critically assess both its promises and pitfalls. Going beyond the traditional one-size-fits-all approach, personalized law aims to improve fairness and efficiency in legal systems by taking individuals' personal traits into account in the creation of legal solutions with the help of Big Data and AI. In line with this Special Issue's focus on the construction of the socio-digital world, this article offers a perspective to personalized law through the lens of legal design, with a particular emphasis on the proactive law and plain language paradigms that inform it. The article discusses some of the key challenges of personalized law, such as the regulatory complexity and opacity that individualized legal rules can introduce and suggests that the most practical potential of personalized law lies in personalizing legal communication and establishing mechanisms for self-personalization of norms. It is highlighted that for the maintenance of legal certainty and the protection of privacy and autonomy, tailoring legal solutions with AI should not happen as a top-down, control-and-command type of rulemaking, but rather through using self-regulative and co-regulative strategies. Drawing from information design and plain language literature, the article proposes that personalized accessibility to legal communication should build on three elements: 1) user-centered communication, 2) clear communication and information design principles and 3) the responsible use of AI tools. By doing so, the article argues for personalized law that enables people to act upon their rights and obligations in their individual circumstances based on comprehension and agency.

Keywords: Artificial Intelligence, AI, legal design, personalized law, plain language

Download: [JELT-2025-1-08.pdf](#)

Toivonen N., Ketola A., Haapio H. (2025) "Transforming Norms: Legal Design, Plain Language and AI for Personalized Law", *Journal of Ethics and Legal Technologies*, 7(1), 159-181. DOI: 10.25430/jel-2025-1-8



Through Norms, Beyond Norms: The Construction of the Socio-digital World.

Pag. 1-8, *Editoriale Through Norms...*
Pag. 9-35, *From codex to code...*
Pag. 37-49, *Elementi di ontologia...*
Pag. 51-79, *L'iperrealismo...*
Pag. 81-115, *Identità digitale e...*
Pag. 117-133, *On Digital Immortality's...*
Pag. 135-158, *Raschi algoritmici...*
Pag. 159-181, *Transforming Norms: Legal...*



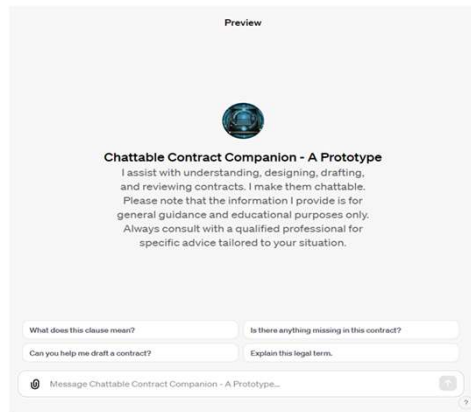
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Chattable Contract Companion – A Prototype



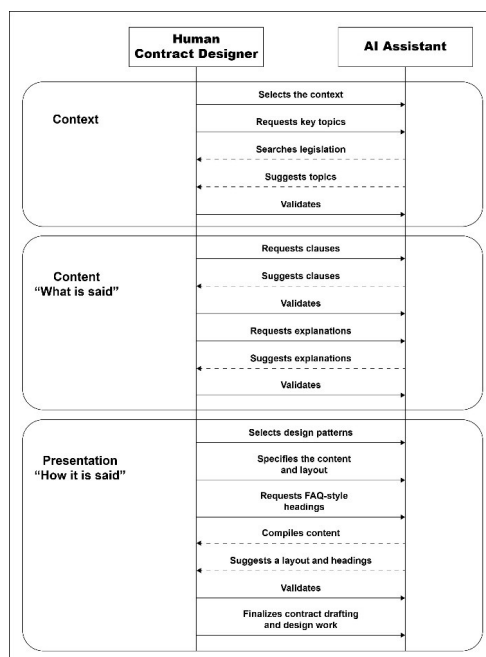
Image created using OpenAI's GPT Builder. Chattable Contract Companion is a prototype based on OpenAI's GPT technology.



Anne Ketola, Helena Haapio & Robert de Rooy, Chattable Contracts: AI-Driven Access to Justice.
Paper presented at the JURIX Workshop on AI and Access to Justice on 18 December 2023.
Available at <https://drive.google.com/file/d/1k4tyhjYS80vuj2655run69DxgUL1OsCm>.

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A summary of our experiments with OpenAI's ChatGPT to help us plan and design the content, language and presentation of contract clauses in the context of the proposed EU Ecodesign Regulation.

Hilja Autto, Helena Haapio & Jouko Nuottila,
Contracts Rethought and Redesigned: A New Era with AI. *International Journal of Commerce and Contracting* 8(1–2), 2024, 7–34,
<https://doi.org/10.1177/20555636241261278>

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Old school legacy vs. New school next-gen



Old School: Legacy

- Write long, dense texts
- Write for other lawyers
- Draft without design
- Address disputes only after they arise
- React in court



New School: Next-Gen

- Write and design for actionability
- Write for users in the field
- Design out misunderstandings
- Design in prevention & resolution
- Make things work legally & operationally

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163 things

< 12 >

DESIGN & TRANSFORMING

Complexity is not the enemy

The usual opposite of simplicity – complexity – is not in itself a bad thing

Complex systems are rich, powerful, and capable, while simple ones may be useless outside of the limited context for which they were designed.

For example, a map of my town is more complex and more confusing than the set of specific directions I give you to help you walk from the rail station to my house. But if you make a wrong turning, my simple directions quickly become useless.

In many, perhaps even most, cases, the process of simplification doesn't reduce the underlying complexity and richness of content, but improves our ability to navigate it – it produces a simpler experience, or a simpler understanding.

How this helps

A simple experience can be about clear routes through complexity, as much as reducing it.

Things like this

Exposition

Search

What for?

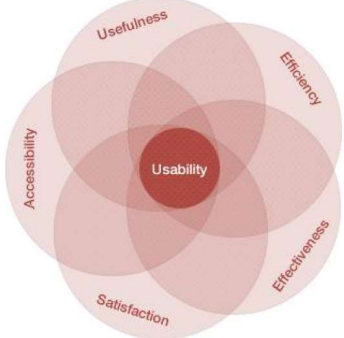
Rob Waller: “Complexity is not the enemy”

Rob Waller, Things an information designer should know
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“In an age of fast-growing complexity, the winners are those who simplify the lives of others”



IACCM

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Tim Cummins & Sally Hughes: Thought Leadership Session: The Future of Contracting. IACCM Americas 2016 Conference, <https://www.worldcc.com/Resources/Content-Hub/details/Thought-Leadership-Session-The-future-of-contracting-AMERICAS-CONFERENCE-2016>
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Let's all be simplifiers!

- **Complexity** is here to stay. Sometimes it is necessary, even powerful. But it must be made **navigable**.
- **Simplifiers** reduce unnecessary complexity and make life easier for others.
- **Let's choose to be simplifiers!** With the help of Legal Design, plain language and tech tools, we can.



Recent and upcoming publications

- **International Journal of Commerce and Contracting** (IJCC, formerly Journal of Strategic Contracting and Negotiation JSCAN), **Special Issue on Proactive Contracting and the Law**, Guest Editors: Helena Haapio & Anna Hurmerinta-Haanpää
- **Generative AI, Contracts, Law and Design** (Springer, Dec 2025), Eds: Marcelo Corrales Compagnucci, Helena Haapio & Mark Fenwick, incl., eg, Helena Haapio, **No More Legal Writing in Contracts - Time to Break the Magic Spell!**
- **Elgar Concise Encyclopedia of Legal Design** (Edward Elgar Publishing, forthcoming), Eds: Helena Haapio, Anne Ketola & Nina Toivonen



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That's all, folks – thank you!



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6–7 November 2025, Oslo, Norway

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