Clear Contract Language Regarding Payment is Important

Insights

Clear contract language is important. While clear contract language is important in all cases, it is especially important when it comes to determining how you are to get PAID for your work.

Is the Takings Clause a "Self-Executing" Waiver of Sovereign Immunity?

Insights

As a general matter, the federal government cannot be sued for damages without its consent. Congress has waived its immunity through several statutes.

Mission Impossible: Covid-19 and Frustration of Contract

Insights

Many employers are trying to figure out how to cut costs and

keep their businesses afloat during the on-going Covid-19 crisis.

The Impact of COVID-19 on Financial Contracts

Insights

“The current market volatility arising from the restrictions imposed to reduce the risk of spread of COVID-19 has led many market participants to consider their position under existing contractual relationships, including, assessing their own obligations and whether any potential or actual event of default has occurred in respect of their counterparty.

Contract Corner: An Overview of Benchmarking for Customers and Suppliers

Insights

Often included in long-term outsourcing/managed services agreements but sometimes overlooked as a contractual right, in this post we look at benchmarking provisions, including what benchmarking is, common rights and restrictions, and other considerations for customers and suppliers.

Force Majeure and Frustration in English Law M&A Agreements in the Context of COVID-19

Insights

The current outbreak of COVID-19 has already had a significant effect on certain businesses and appears likely to have an even greater impact, raising concerns about parties' ability to meet contractual obligations and parties' willingness to perform obligations where it is no-longer commercially beneficial to do so.

Five (5) Reasons to Stop Writing Numbers Like This

Insights

With precedent being the bedrock of the legal industry, lawyers sometimes fall into the trap of mirroring conventions that they have observed other lawyers follow.

Five Steps for Drafting an Effective “Extenuating Circumstances” Cancellation Policy

Insights

As local and national regulations seek to ‘lower the curve’ of infections of the COVID-19 illness, they have forestalled a host of consumer transactions, most notably those regarding travel, hospitality, and community events.

Breaking Contracts Over Coronavirus: Can You Argue ‘Act Of God’?

Insights

The coronavirus pandemic has prevented countless people from fulfilling their contracts, from basketball players to babysitters.

How to Draft a Prenuptial

Agreement for an International Couple

Insights

You are asked to prepare a prenuptial agreement between spouses of different nationalities, who have different prior countries of residency, assets in various international locations and future plans to relocate to one or more countries.

Unjust Enrichment vs. Quantum Meruit

Insights

Express contracts are easy enough to understand. An express contract is a legally enforceable agreement formed by an exchange of promises, the terms of which are declared, either orally or in writing, at the time the agreement is formed.

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6 Challenges with Managing Contracts Remotely

Insights

Contract lifecycle management can be a difficult task when everyone’s working from home. This article looks at 6

challenges that organizations face when managing contracts with a highly remote workforce.

Surrounding Circumstances Don’t Always Inform Deed Construction

Insights

A discussion about an assignment of an overriding royalty in minerals unambiguously conveyed the override in production under an entire lease.

Substantial Completion Defined

Insights

Substantial completion is a legal term found in construction contracts to define that stage of a contractor’s work which is sufficiently complete in accordance with the applicable construction agreement.

If You Want the Benefits of an Arbitration Agreement, Say So

Insights

Both contract language, and keeping such language up-to-date, is critical for navigating the legal landscape of company relationships with vendors, including enforcing arbitration provisions.

Managing Contract Risks & Remedies in a Time of Coronavirus

Insights

One couldn’t plan ahead for this current Coronavirus pandemic that now has indeed created an unprecedented, unforeseeable emergency with many scrambling to evaluate the consequences of a failure or inability to perform

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Are Electronic Signatures

Legally Enforceable?

News

“Despite the speed and efficiency that comes with signing documents electronically, many business people (and even some lawyers) remain reluctant to accept electronic signatures.

Time to Review Your (and Your Suppliers’) Business Continuity and Disaster Recovery Plans

Insights

Business continuity and disaster recovery (BC/DR) plans are an essential element of your and your suppliers’ business—an increasingly apparent fact as we now face the uncertainty caused by COVID-19.

Now Is The Time To Review Your Consent Order And Assess Your Options

Insights

Businesses performing mandatory remedial actions or other

corrective action pursuant to regulatory enforcement documents should review their settlement agreements or consent orders to understand the procedural requirements they must follow to invoke their force majeure clause.

Leading-Edge Law: Two Key Contract Provisions to Watch in a Pandemic

Insights

Because of the coronavirus pandemic, businesses worry about whether they can meet their contractual obligations to other businesses.