Check Those ‘Choice of Law’ Provisions

Insight

Choice of law” clauses in contracts are often overlooked in their potential importance, as the parties and counsel concentrate on the more immediate matter of the explicit commercial terms, according to Nexsen Pruet.

Morgan Stanley Lawsuit Highlights Pitfalls of Emailed Employee Contracts

Insight

A lower court had ruled that an employment-arbitration agreement between Morgan Stanley and the employee was enforceable, even though the former sales assistant claimed she never read a 2015 email.

Site Cannot Compel Arbitration Based on Amended

Terms Without User Notification of Change

Insight

The court’s opinion offers some lessons on building a record that establishes that users have been given notice of a later-added arbitration clause and that an actual mailing or attempt to mail have been directed personally to the user, according to Proskauer Rose.

IP Warranties v. IP Indemnification

Insight

Morgan Lewis discusses a frequent point of contention between parties negotiating the allocation of risk related to intellectual property rights in connection with the acquisition of intellectual property.

Court Holds that Attorney is Not Bound by Confidentiality Provision

Insight

California Workplace Law Blog discusses a case in which the

court found the attorney was entitled to the granting of an anti-SLAPP motion in a case against him for breaching the confidentiality provision of the settlement, finding that he was not a party to that agreement.

Five Issues When An Employer Is Considering An Employment Agreement

Insight

When operating its business, an employer should consider whether and when to implement employment agreements with certain employees, explains Judy Yi in a post for Polsinelli.

Defining Personal Information in Contracts

Insight

The terms “personal information,” “personal data,” “personally identifiable information,” and “PII” are often left undefined in contracts and treated as if they were terms of art for which there was a single definition, according to a post on the website of Bryan Cave Leighton Paisner.

CobbleStone Software Announces Contract Data Discovery and Extraction Services

News

CobbleStone Software, developer of contract lifecycle management solutions, announced the release of Contract Data Discovery and Extraction Services.

Decision Chips Away at the Enforceability of Teaming Agreements

Insight

A recent decision from the Virginia Supreme Court further weakens the enforceability of teaming agreements, which may mean trouble for prospective subcontractors, according to an alert from Baker & Hostetler.

You’ve Got Contract: An Email Establishes Binding Settlement in the Second Circuit

Insight

A recent Second Circuit opinion provides a reminder of the importance of reserving rights pending final documentation and the risks of being bound despite the absence of definitive agreements in place, according to Kramer Levin Naftalis & Frankel.

Circuit Split – Allowing Receiverships by Contract

News

A post on Bryan Cave’s website discusses a circuit split on the weight courts give contractual provisions allowing the appointment of a receiver in loan documents.

AIA Changes – It’s Time to

Convert Before It’s Too Late

Insight

Jeffrey M. Reichard of Nexsen Pruet offers a reminder that the American Institute of Architects (AIA) will discontinue support of older versions of its most popular standard form contracts after Oct. 31, 2018.

Download: Guide to Delegating Legal Contract Responsibility

Insight

Delegating contract management activities to your non-lawyer professionals has a variety of advantages, but it needs to be planned deliberately and strategically.

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10 Contract Issues to Consider When Implementing an ERP System

Insight

Morgan Lewis offers 10 framework issues to consider when in-house lawyers start thinking about how to support a business client that is looking to implement a new or replacement enterprise resource platform.

Automatic Renewals of Consumer Contracts: Everything You Ever Wanted to Know But Were Afraid to Ask

Insight

Automatic renewals of consumer contracts should be used with care, particularly in light of recent changes to state automatic renewal laws and increased scrutiny from government officials and class action lawyers, warns a recent post on the website of Drinker Biddle & Reath.

Recovering Data Breach Losses from Non-Contractual Parties

Insight

Often, the loss initially falls on the financial institution through account or card agreement provisions or deadlines imposed by statutes or regulations, according to a Dykema blog post.

How Fair – or Legal – are Non-poaching Agreements?

Insight

Franchisors have these agreements with their franchisees in order to prevent employees from leaving one franchise to join another within the same chain.

Top 10 Mistakes When Drafting Non-Competes in the Oil Patch

Podcast

Bruce “Chip” Morris of Kane Russell Coleman Logan has posted a new podcast in the firm’s Energy Law Today blog about the top 10 mistakes employers can make—in the oilfield, and beyond—when drafting non-compete agreements.

When Your Contract Includes an Arbitration Clause: Who Decides the Arbitrability of the Dispute?

Insight

Parties wishing to ensure resolution of “gateway” questions of

arbitrability by a specific decision-maker –whether the court or arbitrator –should spell out their preference as clearly as possible in the arbitration clause, according to Williams Mullen.

Invention Assignment Agreements – How to Avoid Pitfalls

Insight

Agreements should also be drafted to encompass the widest range of intellectual property possible, advises Jeffrey A. Simmons of Foley & Lardner.