Software Deliverables and Damage Provisions Must Be in Agreement

Insight

One of a court's most frequent tasks is interpreting ambiguous contracts created by the use of ambiguous language in contracts; however, by the time a court is deciding the issue, costly litigation may have taken years, according to Holland & Knight.

Pay IF Paid: It Means What it Says

Insight

If you are a subcontractor, lookout for language establishing payment from the owner as a condition precedent for payment, warns Bradley Arant Boult Cummings.

Look Before You Sign … the Pitfalls of Personal

Guaranties

Insight

Any potential guarantor should read a proposed guaranty agreement carefully and understand each contractual provision. Often the terms can be negotiated, even if a business entity is a startup and has limited assets and income, according to Ward and Smith.

Franchise ‘No-Hire’ Agreement Class Actions and the Single Enterprise Defense

Insight

Franchisor employers should assess whether the joint employer risk is worth accepting in order to pursue the single-enterprise defense, warns Seyfarth Shaw.

Term Royalty Interests Survive the Rule Against Perpetuities in Texas

News

The rule provides “that no interest within its scope is good unless it must vest, if at all, not later than twenty-one

years after some life in being at the creation of the interest.”

Is It Time for Form NDA Spring Cleaning?

Insight

It is important to periodically review form agreements to ensure that the provisions that were favorable or represented your company’s position in the past continue to accurately protect your company’s interests, and that includes a company’s nondisclosure agreements, according to Morgan, Lewis & Bockius.

Is Your Agreement Non-Exclusive in Name Only?

Insight

The facts of an exclusive arrangement are generally analyzed under the rule of reason, entailing a comparative analysis of the arrangement’s benefits and its possible competitive affects, according to Epstein Becker & Green.

DOJ Stomping Out ‘No Hire’ Agreements Among Competitors

Insight

Companies with no-hire agreements with competitors – be they written or informal – must be aware that the DOJ will investigate and prosecute these agreements, warns Goodwin Procter.

Dual Language China Contracts: Don’t Get Fooled

Insight

No matter what the English language portion of your contract says, it behooves you to know exactly what the Chinese language portion says as well, writes Dan Harris.

Best Practices: Uncover the Full Potential of CLM Implementation

Insight

It’s critical to start working with general counsel and other key stakeholders early when developing a business case. Having a holistic plan that ties benefits to stage and to stakeholder

will keep the implementation on track.

No-Poach Agreements Targeted by Plaintiffs, Enforcement Agencies and Senators

Insight

Agreements among companies to not hire each other's workers are more risky than ever, warns Pepper Hamilton LLP in a post on its website.

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10 Common Contract Gotchas to Avoid

Insight

Business News Daily talked to business owners, attorneys and other experts to find out what common contract "gotchas" you should be on the lookout for.

Sinclair-Style Employment Contracts That Require Payment for Quitting are Uncommon

Insight

The Conversation reports that some Sinclair employees have said that their employment contracts made it prohibitively expensive to walk away.

Federal Contractors’ Guide to SBA Set-Aside Contracts, Size Standards, Size Protests, and Affiliation

Insight

Fox Rothschild LLP has posted its Federal Contractors’ Guide to Small Business Administration Set-Aside Contracts, Size Standards, Size Protests, and Affiliation

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The Storm After the Storm: Restoration Contracts

Insight

An article in Gray Reed & McGraw's Texas Construction Law Blog offers some steps cleaning and restoration professionals can take in an effort to minimize the damage from a payment dispute with a client after a natural disaster.

What Provisions are Typical in a Separation Agreement?

Insight

Daniel Schwartz, writing for Shipman & Goodwin's employment law blog, provides a handy list of typical provisions in a separation agreement between an employer and an employee.

Will You Agree to an Inclusion Rider?

Insight

Sophisticated employers have used established goals as a tool toward implementing equal employment opportunity objectives, steering clear of applying goals like quotas, according to Barnes & Thornburg.

M&A 101: Key Concepts in Non-Disclosure Agreements

Insight

Not all information shared between a buyer and seller should be considered confidential, and NDAs define the boundaries of what shared information will be confidential, according to Faegre Baker Daniels.

Blockchain Smart Contracts Need a New Kind of Due Diligence

News

An article by two Hogan Lovells lawyers and published by Lexology outlines some of the due diligence steps to take in the age of blockchain age of smart contracts.

Arbitrability Basics: An

Illustration of the ‘Autonomy’ Principle

Insight

When considering an arbitration clause in a contract, one must always bear in mind the “separability” or “independence” of the arbitration agreement &mdaqsh; the autonomy principle, writes Narges Kakalia for Mintz Levin.