Know Before You Bid on Contract Opportunities

On-Demand

PilieroMazza PLLC has posted an on-demand video discussing how businesses can proactively get out in front of pre-bid issues and avoid missteps.

An Indemnity Agreement Means What it Says

Insight

Parties can write an agreement to indemnify one another against claims they later assert against each other. To do so, the parties must expressly and specifically state that intention, writes Charles Sartain of Gray Reed.

State Department Updating Contracting Language to Head Off Confusion

News

The change is intended to head off problems such as the one seen earlier this year when a contractor would not comply with requests for an IT audit of security controls.

Do You Know Who Will Decide Whether Your Next Dispute Is Subject to Arbitration?

Insight

In a client alert, Pepper Hamilton surveys the effects of incorporating an arbitration provider's rules or common arbitration provisions on who determines questions of arbitrability.

Owning the Patent Isn't Always Enough for Standing

Insight

In a recent Initial Determination, an administrative law judge ruled that a patent owner did not have standing to sue without joining a third party to which certain rights had been transferred, reports Jones Day.

Is Employee Out of

Commission? Not So Fast, Says Appellate Court

Insight

When an employer changes its contract with an employee, the change should be communicated clearly – and preferably, in writing, warns Zuckerman Spaeder.

Ways to Make Sure the Indemnity Clause You Just Negotiated Is Not Your Enemy

Insight

Regardless of how carefully you may have considered the pros and cons of including a prevailing party clause in your contract, the indemnity clause you have negotiated may unwittingly permit recovery of attorneys' fees for first and third party claims, warns Saul Ewing Arnstein & Lehr.

Contract Law in the Age of IoT

Insight

With the Internet of Things (IoT), tech is making contracts more and more difficult to analyze, according to IoT Business

News.

Paying the Price: The Pitfalls of Ineffective Liability Waivers

Insight

Hellmuth & Johnson lawyers Micheal D. Howard and Jason S. Raether describe a recent case involving a fitness studio that demonstrates how a poorly drafted waiver can be as effective as having no waiver at all.

Dissecting Common Basic Arbitration Clauses – You Can Build a Better One

Insight

All too often, parties to arbitration make agreements that leave the decisions on most of their options to others or to chance, warns Daniel Pascucci for Mintz Levin..

Considerations for Vendor Contracts

Insight

As the number of vendors that businesses engage with rises, so does the need for a greater contractual understanding of vendor agreements among businesses, CIOs, IT departments, and general counsels alike, according to Foster Swift Collins & Smith.

Supreme Court to Clarify Applicability of Arbitration Act to Transportation Contracts

Insight

The case will be important for in-house and private transactional attorneys who draft contracts with transportation sector independent contractors, as well as litigators handling employee misclassification cases, according to Holland & Knight.

Negotiating a Data Processing Contract

Insight

Watch out for services with terms longer than the other services in the agreement and ensure that any added services terminate at the same time as the master agreement, advises Fredrikson & Byron.

Add One Line in Employment Contracts to Reduce Exposure to Misclassification Liability

Insight

A Kelley Drye blog post suggests the use of one simple sentence in employment contracts, handbooks and policies for salaried employees that would likely reduce exposure by approximately two-thirds in FLSA cases.

Tips for Raising Venture

Capital: Commercial Contract Issues

Insight

It is important to address the critical intellectual property rights issues that will allow the protection of an idea in the commercial market, warns DLA Piper partner Jeff Lehrer.

Strategies for Drafting and Negotiating Non-Disclosure Agreements

Insight

To ensure that clients obtain the maximum benefit of non-disclosure agreements, lawyers should tailor the agreement to the information being shared and the risks attendant to the disclosure, writes Sean W. Fernandes for the ABA.

ACC Sets 2018 mid-Year Meeting in Denver April 22-24

Event, Denver, April 22-24, 2018

The Association of Corporate Counsel has set the agenda for the 2018 ACC Mid-Year Meeting, which will be in Denver April 22-24.

Re-Thinking Supply Chain Contracts in the World of Connected Things

Insight

Many of the contract forms used to source raw materials or physical components may not be appropriate to use when sourcing software, writes Nicholas J. Ellis of Foley & Lardner.

Tackett Redux: Ordinary Principles of Contract Interpretation Mean No Inference of Vesting

News

The ruling again rejected the Sixth Circuit's inference from silence that CBAs vested retiree benefits for life, reports Proskauer Rose.

Landman Contract Defeated by the Statute of Frauds

Insight

Gray Reed & McGraw's Energy & the Law blog describes a contract case in which an oil and gas landman found out that the contract he signed with a purported agent for a client was unenforceable.