# Software License Checklist for Licensees: 20 Issues to Consider

***Insight***

When entering into licenses for commercially available, off-the-shelf software products, it is common to use the "vendor's paper" for contracting, according to a post on Morgan, Lewis & Bockius LLP's Tech & Sourcing blog.

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# Third-Party Risk Management: Aligning Supplier Onboarding to Contract Onboarding

***On-Demand***

An on-demand webinar on Determine Inc.'s website discusses best practices for initiating third-party risk efforts by improving the integration of supplier onboarding and contract management.

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# Keep SaaS And Cloud Contracts

# Light On Specifics, But Heavy On Revenue Opportunities

***Insight***

Solution providers shouldn’t let long, tedious contracts get in the way of closing deals, advised lawyer Mark D. Grossman when he spoke at the Ingram Micro One conference, according to CRN.

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# Drafting Matters: Do Your Non-Competes Bind the Correct Parties?

***Insight***

Franchisors should ensure that their franchisees’ owners and key employees, especially those with access to confidential materials and training, sign non-competes in their individual capacities, advises Fox Rothschild.

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# Assignment and Delegation in Contracts: Not Just

# Boilerplate

***Insight***

Peter M. Watt-Morse and Christopher C. Archer provide an overview of some of the key issues that should be considered when drafting an assignment provision for commercial and technology agreements.

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# Is Non-Compete in Purchase/Sale of Family-Owned Business Enforceable?

***Insight***

Michael P. Connolly discusses the case of E.T. Products, LLC v. D.E. Miller Holdings, Inc., in which the United States Court of Appeals for the Seventh Circuit recently addressed the enforceability of non-compete agreements that had been negotiated in connection with a sale of a business.

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# Governing Law and Jurisdiction or Forum Clauses Same Country/Different

# Country? How to Decide

***Insight***

Contract drafters sometimes confuse governing law clauses and jurisdiction clauses, according to a post on the website of Wilk Auslander.

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# How Forced Arbitration and Non-Disclosure Agreements Can Perpetuate Hostile Work Environments

***Insight***

It is possible for state lawmakers to crack down on corporate abuse of arbitration and non-disclosure agreements, but the prospects do not seem good, writes Michelle Chen for *The Nation*.

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# A Twist in Oil Patch Arbitration

***Insight***

Charles Sartain of Gray Reed discusses a recent case in which parties to the sale of a business sent their dispute to accountants to arbitrate.

# Fixed-Price Contracts Are Simple – Or Are They?

***Insight***

Marion T. Hack of Pepper Hamilton examines the definition of fixed-price contracts and cases in which the audit provision in the contract has been unsuccessfully used to assert claims for reimbursement and False Claims Act liability.

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# Be Careful When Using Liquidated Damages with Your Non-Compete Clause

***Insight***

While a liquidated damages provision is not a silver bullet, if properly drafted, such a clause can be a significant deterrent to an employee who might otherwise decide to test the bounds of a non-compete, writes Shep Davidson.

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# Is It Time for People to

# Breach Their NDAs and Speak Truth to Power?

***Insight***

Elie Mystal, writing for Above the Law, discusses some top factors to remember when dealing with a sexual predator who has signed you to a non-disclosure agreement.

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# What Does Ransomware Cost Companies?

***Insight***

Quantifying what ransomware costs companies can impact contract drafting and negotiation. Eric Begun of King & Fisher writes that a recent 10-Q filing provides insight.

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# Year-End Reality Check: The Path to Efficiency

***Insight***

Lightning-fast automation, policy enforcement, and true oversight will help you get the most out of end-of-quarter initiatives without taking on unnecessary risk, Conga says in a new eBook that is available for downloading.

# Are Smart Contracts Smart Enough for the Insurance Industry?

***Insight***

In an article in the Pillsbury Policyholder Pulse blog, Kimberly Buffington and Cara Adams discuss the question: Will insurance policies become the laboratory to test the thesis behind smart contracts?

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# Six Tips for Drafting Better Statements of Work

***Insight***

If a statement of work fails to adequately describe the deliverables and the services to be rendered, projects can fail, cost can overrun results and project schedules can be delayed, writes Michael R. Overly of Foley & Lardner LLP.

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# Not So Fast: Limits of

# ‘Settlement Negotiation’ Protections

***Insight***

It’s far too simplistic to suggest that anything your company considers to be a “settlement negotiation” is going to be kept out of court, warns Joseph A. Schouten of Ward and Smith, P.A

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# Segway Competitor Rolls Away from Former CEO’s Attempt to Force Arbitration

***News***

A former CEO presented a signed employment agreement that required arbitration, but the company contested whether it had agreed to the written contract.

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# Enforce Arbitration Agreement or Waive Right to Arbitrate Trade Secret Misappropriation

# Claims

***Insight***

A recent federal court ruling on arbitration offers three key lessons for plaintiff-employers, according to a post on the website of Orrick, Herrington & Sutcliffe.

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# Keys to Negotiating Indemnity Agreements

***Insight***

It’s imperative that your company’s risk management and legal departments strategically manage indemnification and insurance obligations to minimize the always increasing cost-of-business demands, writes Buldas of Pietragallo Gordon Alfano Bosick & Raspanti L.L.P. in Pittsburgh.