# Mitigation of Construction Defect Litigation – Top 10 Construction Contract Issues

***Insight***

A construction contract will need to be reviewed thoroughly and revised to better protect the owner, and in the case of residential construction, should in particular, address 10 key issues, advises Rebecca W. Dow in Holland & Hart's Construction Law Blog.

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# Is 'Class Arbitration' an Oxymoron?

***Insight***

"Class arbitration" – the utilization of a class action mechanism in an arbitration proceeding – is considered by some to be the unicorn of ADR; desirable but elusive, writes Gilbert Samberg on Mintz Levin's blog, ADR: Advice from the Trenches.

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# How Policies Can Defeat a

# Breach of Contract Claim

***Insight***

Employees often seek to use an employer's handbook, code of conduct, or policies as the basis for a breach of contract claim, writes John J. Buckley in a blog on the site of Norris McLaughlin & Marcus.

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# Negotiating Technology Contracts – Insurance Requirements

***Insight***

Stephen F. Pinson of Scott & Scott LLP provides a list of insurance provisions that parties should include in technology contracts for the different types of claims scenarios between contracting parties.

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# Using a TRO to Stop Legal Opponents in Their Tracks

***Insight***

a TRO provides immediate relief from the court system when a party can show irreparable harm will be caused if someone is allowed to remain in control of assets that belong to the

company, writes Mehendru P.C.

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# Best Practices for Limiting Liability Arising from Smart Contract Vulnerabilities

***Insight***

Jared Butcher, writing in the Steptoe Blockchain Blog, offers six best practices to consider when implementing a smart contract.

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# Restrictive Covenants Can Swing Both Ways: A 3-Step Plan To Avoiding Legal Risks When Onboarding New Employees

***Insight***

Increased media attention on the practice of forcing lower-level employees to sign non-compete covenants, combined with the widely publicized report on non-compete restrictions issued by the Obama White House in its waning days, has led to an increase in the number of reported cases, writes Michael Elkon with Fisher Phillips.

# Reallocation Actions and Settlement Agreements: What Did We Settle?

***Insight***

Frequently, a dispute cannot be fully resolved where non-parties to the dispute have contributed defense and indemnity amounts on behalf of one or more of the parties and have reserved the right to seek recovery of those amounts in subsequent litigation, writes Stacy L. La Scala.

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# Negotiating Contracts: 12 Key Terms to Negotiate in a Software as a Service or Cloud Service Agreement

***Insight***

Stephen F. Pinson of Scott & Scott LLP offers some suggested requirements when negotiating Software as a Service or Cloud Service agreement.

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# Clear Arbitration Provision Deemed Enforceable

***Insight***

In his Petes' Take blog for Porzio, Bromberg & Newman, Peter J. Gallagher describes a New Jersey case in which a court ruled that a clear arbitration provision, negotiated by a sophisticated party while represented by counsel, is enforceable.

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# The SEC Doesn't Like Your Employment Agreements

***Insight***

Companies should examine their employment agreements to ensure compliance with the SEC's Rule 21F-17, writes Evan Gibbs for Above the Law.

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# 5th Circuit: Unpatented Products Can Be Given Patent-Like Protections by Contract

***Insight***

The decision has significant and potentially far-reaching impacts for companies who seek to protect their product

designs.

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# Drafting Arbitration Clauses in Construction Contracts

***Insight***

Patricia H. Thompson discusses the question: Should an arbitration clause be just a boilerplate provision, taken "off the shelf," or should it be specifically negotiated and crafted for the particular construction project and to accommodate the parties' requirements?

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# Health Law: Is Your Arbitration Agreement Enforceable?

***Insight***

A recent decision of the Arizona Court of Appeals provides guidance for evaluation of the enforceability of arbitration agreements in the health care field, reports Snell & Wilmer in its Health Law Checkup blog.

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# Standard Contract Terms in the ‘Widgetal’ Age

***Insight***

A company that now uses an online portal or provides other electronic access to counterparties should update its trusty standard contract terms, advises Morgan Lewis.

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# Analytics for Full Visibility Into Contract Management Processes

***On-Demand***

Conga has posted a complimentary webinar discussing the need of an organization to gain a clear understanding of contract data to attain maximum efficiency.

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# How Do Additional Insured Obligations Work with Subcontract Flow-Down

# Clauses?

***Insight***

In his Commonsense Construction Law blog, Stan Martin asks the question “How do additional insured obligations work with subcontract flow-down clauses.” And he answers it with one word: “They don’t.”

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# Can Reworking a Saltwater Disposal Well Maintain a Lease?

***Insight***

Charles Sartain of Gray Reed & McGraw asks the question: Should the sufficiency of reworking operations under the cessation-of-production clause of an oil and gas lease be limited to the producing well?

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# Recent Developments on Sufficient Consideration for Employee Non-Compete

# Agreements

***Insight***

Like other contracts, non-compete and restrictive covenant agreements must be supported by adequate and sufficient consideration at the time of execution, according to a posting by Sheppard, Mullin, Richter & Hampton.

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# Settlement Agreements: No 'One Size Fits All' Approach

***Insight***

Stephen Ravenscroft and Sarah Taylor of White & Case cite recent case law to discuss the importance of using clear wording when drawing up a settlement agreement.