Why You Really Should Read Your Employment Contract

Insight

In a new online audio discussion, Bloomberg takes a look at "all the stuff you sign when you sign on for a job."

Reviewing Banks' Third-Party Vendor Service Contracts (Part 6)

Insight

The sixth installment in Bryan Cave LLP's series about banks' third-party vendor service contracts covers two subjects: first, ownership of trademarks, copyrights, patents and other trade secrets, source code escrow agreements; and second, confidentialty.

Contracting in the Cloud: Who Pays for a Data Breach?

Insight

Data stored in the cloud faces many of the same threats as locally-stored data and, due to the growing amount of information in the cloud, it can be an attractive target for

hackers, write Sidley Austin lawyers Scott Nonaka and Kevin Rubino for Bloomberg Law.

Employers: Don’t Make Promises You Can’t Keep

Insight

Laura Bartlow of Zelle LLP writes in a post on JDSupra that the very first item on her list of rules for employers is this: Don’t make promises to your employees that you can’t or won’t keep.

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alt.legal: The (Nobel-Winning) Theory Of Contracts

Insight

“At minimum, efficient contracts are complicated business, and the financial burden of well-negotiated contracts is high,” writes Ed Sohn for Above the Law.

China Contracts: Why Choice of Foreign Law is So Often a Bad Idea

Insight

What will actually happen is that the parties will be required to prove Chinese law in a U.S. court, a difficult, time consuming and expensive process, writes Dan Harris in the China Law Blog.

Contracts and Considerations of the Renewal Term

Insight

Many contracts contain no provisions regarding renewal, and the term simply ends after a specified period of time, write Peter M. Watt-Morse and Cindy L. Dole for the Sourcing @ Morgan Lewis blog.

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5 of the Most Commonly Misinterpreted Terms in

Construction Contracts

Insight

The latest installment of Construction Dive's "The Dotted Line" series discusses a problem many construction contractors see in their business: misinterpretation of terms in their contracts.

Fed Bank of Atlanta on Smart Contracts: They Will Change Legal Practices

Insight

The Cointelegraph reports that Larry Wall, in his paper titled "Smart Contracts in a Complex World," explored the inefficiency of paper contracts in legal proceedings, which is primarily caused by ambiguity in the language of the law.

Exclusion For 'Assumption Of Liability in Contract' Does Not Apply to Breach of

Professional Services

Insight

The Northern District of California ruled that a professional liability policy that excluded the insured's "assumption of liability obligations in a contract or agreement" did not extend to breach of warranty or false advertising claims arising out of a genetic data testing company's marketing and sale of a personal genome service, reports Mary McCutcheon of Farella Braun + Martel LLP.

Recent Case Highlights Dangers of Consequential Damage Waivers in IT Contracts

Insight

An article in Norton Rose Fulbright's Data Protection Report discusses a recent ruling that all damages flowing from a vendor's data breach were barred by a standard provision in IT service contracts, disclaiming all liability for consequential damages.

The Crucial Link in Contract Lifecycle Management

Insight

Contract Lifecycle Management solutions can standardize the contract authoring process through clause and contract templates and self-service wizards, but some other critical functional requirements are still needed to meet everyday challenges in contract management, according to an article published by Seal Software.

Why You Need to Know If Your Construction Contracts are ‘Under Seal’

Insight

Many people are not aware, however, that parties to contracts, including construction contracts, may have the ability to increase the statute of limitations for a written contract by a factor of more than 300 percent, write Darren Rowles and Scott Cahalan in a post for Smith, Gambrell & Russell.

Contract ‘Term’ Raises Legal

and Practical Issues

Insight

The term of a contract is one of the most basic questions with regard to any agreement, but drafting provisions regarding the "Term" raises multiple issues, both legal and practical, write Peter M. Watt-Morse and Cindy L. Dole in the Sourcing blog at Morgan, Lewis & Bockius LLP.

Arbitration Clauses in Consumer Contracts: Is There Change Afoot?

Insight

Many state and federal government representatives, judges, politicians, and interest groups have been speaking up about arbitration, and some have publicly pulled away from upholding universal "forced arbitration," according to an article posted by Newsome Melton.

Additional Insured By Written Contract Clause Construed to

Bar Coverage

Insight

The language of an additional insured clause may make all the difference as to whether a party is covered as an additional insured or not, writes Larry P. Schiffer in Squire Patton Boggs' Insurance and Reinsurance Disputes blog.

A Reminder of the Seriousness of Drafting and Interpreting Contracts

Insight

Constant vigilance, skilled lawyering and good deal-making skills remain critical to the proper drafting of contractual arrangements, points out Glenn West in a post on Weil, Gotshal & Manges LLP's Global Private Equity Watch.

Wells Fargo Customers May Never See Their Day in Court, Experts Say

News

Mandatory arbitration contract clauses may protect the bank from class-action suits brought by customers who had bank or

credit card accounts opened in their names without their knowledge, reports NBC News.

Additional Insured By Written Contract Clause Construed to Bar Coverage

Insight

New York courts will interpret insurance policies based on the plain meaning of the words used by the parties and will not alter the contracts for equitable reasons if the language is clear and unambiguous, writes Larry P. Schiffer of Squire Patton Boggs.

Beware of the Tax Traps of Employer-Owned Life Insurance Contracts

Insight

In closely held businesses, it is common practice to provide for the succession of the business upon the death of an owner, writes Mitchell Goldberg of Berger & Singerman.