Time to Update Your Client Arbitration Agreements

Insight

The failure to incorporate new standards into fee agreements means not only that non-conforming provisions will be deemed unenforceable, writes Edward F. Donohue III of Hinshaw & Culbertson LLP.

New Federal Trade Secrets Law Contains A Hidden Trap

Insight

Immunity notification requirements of the Defense of Trade Secrets Act are less than straightforward, writes writes Michael Greco in Fisher Phillips. If employers intend to avail themselves of the new federal cause of action, they should carefully analyze their agreements and policies to ensure compliance.

Contractual Waiver of Subrogation Applied to

Owner’s Non-Work Property

Insight

Considerable litigation has arisen as to whether a waiver of subrogation provision in a construction contract applies to bar an insurer’s subrogation claim against a contractor to the extent the insurer covered damage to the owner’s “non-work” property under the owner’s existing property policy, writes Robert Barrack of Robinson Cole.

Embrace Standards – Don’t Use Form Contracts

Insight

Jordan Couch, Seattle Lawyer, writes about why contract drafters should embrace standards but not use form contracts.

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5 Writing Tips for Every Contract You Draft

Insight

The CEB Blog article offers advice on five writing tips that can apply to any type of contract: don’t use legalese, avoid ambiguity, don’t use sexist language, use consistent terminolog, and avoid redundancy.

Get Your China Contracts Written In Chinese, Not Translated

Insight

The only people who can truly know how to use specialized and particular words and terms are lawyers who know both China's contract laws and who are completely fluent in written and spoken Chinese, writes Dan Harris on Harris & Moure's China Law Blog.

Contract Indemnity and Duty to Defend vs. Insurance Duty to Defend

Insight

An explicit contractual duty to defend against allegations of negligence or breach by the indemnitor may well be construed to require such a defense from the outset, even when parties are still arguing over ultimate liability, writes Stan Martin of Commonsense Construction Law LLC.

What U.S. GCs Should Know About Drafting International Arbitration Clauses

Insight

Kevin Perry and Joanne Elieli of of Cooley offer some insight for American general counsel on the drafting of international arbitration clauses, covering preliminary considerations and specific drafting issues.

Managing Risk in Supply Agreements: Perspectives from Both Sides of the Border

Event, June 23, 1 p.m. EDT

The webinar will cover risks associated with supply agreements; tools counsel can use to assist clients in managing such risks; and tips for addressing, limiting, and resolving disputes.

Webcast: Authenticating E-

Signature Transactions

Event, June 23, 2 p.m. EDT

Remote e-signature transactions are becoming the norm as mobile customers continue to demand service on their terms – anytime, anywhere. But how do you know exactly who you are transacting with?

Indemnification: Are Attorneys' Fees Incurred in Claims Between Contracting Parties Covered?

Insight

Unlike most contractual disputes, it is not just merely the language used but also the circumstances in which the parties were contracting that will be determinative of whether direct claims are covered by the indemnity (and thus whether there will be reimbursement of legal fees), according to Weil, Gotshal & Manges LLP's Global Equity Watch.

FedEx Agrees to $240 Million

Settlement With Drivers in 20 States

News

FedEx Ground Package System Inc. has agreed to pay drivers in 20 states $240 million to settle lawsuits claiming the second-largest U.S. parcel delivery company misclassified them as independent contractors, it said on Thursday, according to a Reuters report.

Using Credit Enhancements to Minimize Fallout From Another Company's Bankruptcy

Insight

An article written by Raymond Patella and Michael Viscount of Fox Rothschild LLP outlines a handful of popular credit enhancements oil and gas companies may use to minimize their risk or exposure to a counterparty that they believe may be having financial difficulties.

Top 10 Questions Owners

Should Ask Before Signing a Construction Contract

Insight

Construction contracts are often such voluminous documents that it can be difficult for owners to recognize and adequately negotiate the key terms that play the largest role in how construction risk and costs are allocated, writes Mike Madigan for Kegler, Brown, Hill + Ritter.

Why Not Having an Employment Contract With Bank Officers Will Hurt You

Insight

Having an employment agreement with an officer and other key employees is advisable, as it is the easiest way to protect the bank's interest when an officer departs, write Amber M. Rogers and Alan J. Marcuis for Hunton & Williams.

Free Webinar Series on Current In-House Legal Trends

Event

Thomson Reuters Practice Point will host a series of free 30-

minute webinars providing an overview of current in-house legal trends. The webinars, also to be available on-demand, will continue through June 23.

Contractual Personal Liability: The Body Trumps the Signature Line

Insight

The body of a contract must clearly convey whether the parties intend for the contractual obligation to create liability on behalf of the individual signing the contract or not, warns Adam B. Edgecombe of Jimerson & Cobb, P.A.

Drafting Data Privacy and Security Compliant SaaS in a Post-Safe-Harbor World

Event, June 15, 1 p.m. EDT

Data privacy and security are key issues for businesses who seek to upload their information onto the cloud. Customers need assurance that the software as a service (SaaS) or other cloud service provider will maintain effective policies and practices to safeguard the confidentiality and security of their information.

Subscription-Based Business Models: An Overview of Auto-Renewal Regulations

Article

While subscription services (sometimes referred to as auto-renewal programs) can be lucrative, companies should be mindful of the applicable laws to avoid the costs of fighting off lawsuits.

How Binding Is Your Browsewrap Agreement?

Article

With a browsewrap agreement, the user's assent to the agreement's terms is inferred from the user's use of the website, write Carolyn S. Toto and Kimberly Buffington of Pillsbury Winthrop Shaw Pittman.