# Independent Contract Workers: Just Because You Say It, Doesn't Make It So

***Article***

When not done correctly, independent contractor classification is fraught with risk and lots of potential legal liability write Mark J. Neuberger and Larry S. Perlman of Foley & Lardner in an article posted by *The National Law Review*.

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# Federal Mandate on E-Voicing & Government Contract Compliance

***NEWS***

The Office of Management and Budgets (OMB) has issued a memo mandating that all billing and invoicing from government contractors and federal agencies must be electronic. Approximately 12 million invoices still need to make the transition, report two partners in Alston & Bird.

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# Three Appellate Courts Remand

# for Trial on Existence of Agreement to Arbitrate

***Article***

For contract negotiators, it is critical to obtain (and retain) a signed copy of the final agreement including the arbitration clause, writes Liz Kramer in Stinson Leonard Street's ArbitrationNation.com.

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# How to Ensure That an Agreement to Negotiate in Good Faith is Enforceable

***Article***

If you really want an agreement to negotiate in good faith to be enforceable, you have to be precise in how you describe what the parties will and will not do going forward, writes Shep Davidson.

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# Watch Your LOIs and MOUs and 'Agreements to Agree'

***Article***

If you are working with a third party on a term sheet, letter of intent or memorandum of understanding (an "LOI") on what

you view as a non-binding basis, make sure to say so explicitly in the LOI, advises Perry Patterson of Buchanan, Ingersoll & Rooney.

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# Be Wary of Certain ISV and Embedded Software Agreements

***Article***

Vendors considering royalty ISV or other embedding agreements need to scrutinize the terms of such agreements and carefully consider whether they are willing and capable of satisfying all of the obligations those agreements typically entail.

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# When a Consultant Starts Work Before Signing the Agreement

***Article***

An article by Dennis Crouch in the Patentlyo.com blog looks at the *TriReme v. AngioScore* federal circuit court ruling about the ownership of potential patent rights.

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# As Noncompete Agreement Use Expands, Backlash Grows

***Article***

Noncompete agreements are becoming boilerplate in employment contracts, and for employees, there’s nothing good about them, writes Patrick Thibodeau in ComputerWorld.

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# SpringCM Achieves Platinum Status in Salesforce Partner Program

***NEWS***

SpringCM, a document and contract management solution for Salesforce customers, has announced that it has been named a Salesforce Platinum Cloud Alliance partner.

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# Mineral Leasing and Development on the Outer Continental Shelf

***White Paper***

An OCS lease implicates far more than the usual ‘four corners’ of the contract because lessees and their agents must navigate

a labyrinth of rules and regulations to remain in compliance with their lease obligations.

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# SpringCM Track It for Deal Visibility Shines Light on Contracts and Other Documents

***NEWS***

A new mobile app from SpringCM provides actionable insight into the status of contracts, providing the ability to accurately forecast when deals close, reports developer SpringCM.

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# Confusing Contracts Language as Litigation Strategy?

***Article***

Myanna Dellinger of the University of South Dakota School of Law has posted a discussion of a recent case in which a judge faulted Uber with presenting its drivers with a contract that was “likely, frankly, to engender confusion.”

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# Court Rules on Convention on Contracts for the International Sale of Goods

***Article***

A court has ruled that the UN Convention on Contracts for the International Sale of Goods applied in a contract case in which the plaintiff claimed that the defendant had delivered a nonconforming product.

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# When Can You Rescind a Real Property Purchase Agreement?

***Article***

Although rescission makes particular sense when recouping the purchase price is more important than living in the house, it’s not always available.

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# ‘Smart Contracts’ Are the Future of Blockchain

***Article***

“Smart contract” essentially means “programmable money” or self-automated computer programs that can carry out the terms of any contract.

# How Big is Your Negotiation Data?

***Article***

What big data is there in contract management and how may it be leveraged?

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# Mitratech to Introduce GettingContractsDone With Webinar

***Event, Feb. 10, 1 p.m. CST***

Mitratech says GCD was designed specifically for busy departments of all sizes seeking to manage the complete contract process.

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# Assessing Your New Compliance Program for Combating

# Trafficking in Federal Contracts

***Article***

As contractors begin to make their first certifications to comply with the new federal regulations on human trafficking, they should consider several factors.

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# Electronic Signature Laws Around the World: eBook

***White Paper***

The widespread adoption of e-signatures has been supported by electronic signature laws around the world, including the Americas, Europe, Middle East, Africa and Asia-Pacific.

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# Negotiating Software Contract Risks – The Three Riskiest Provisions

***Article***

Software and service contracts come with many potential risks, and businesses should be mindful when initiating a new contract or a renewal.