# 9 Key Provisions of Outsourcing Contracts That Matter

***White Paper***

When entering into outsourcing agreements, what provisions of the governing contract (such as a master services agreement) should both parties pay particular attention to?

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# Indemnification Pitfalls in Commercial Contracts

***White Paper***

A modest amount of forethought can address some of the more common defects seen in indemnification provisions, writes Michael Didriksen of Baker Botts.

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# Global Versus Local Agreements

***White Paper***

Companies should consider the advantages and potential pitfalls of using a single global agreement versus local (or “site-specific”) agreements to govern transactions.

# 20 Questions When Your Vendor’s Cyber-Coverage Matters

***White Paper***

Always make sure you know what if any critical digital assets other than personally-identifiable information (PII) are covered by cyber-risk insurance coverage.

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# Employment Agreement Breach: Failure to Assign Can’t be Fixed Because of Statute of Limitations

***NEWS***

A federal appellate court has denied Google’s breach of contract claim relating to assignment of the invention of an employee of another company, reports Dennis Crouch in the patent law blog Patentlyo.

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# Agreement to AAA Rules Confirms an Arbitrator's Authority to Determine Jurisdiction

***NEWS***

Two recent cases confirm that incorporation of AAA Rules into an arbitration agreement evidences an intent to allow the arbitrator to determine what issues are arbitrable – including arbitration, reports *The National Law Review*.

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# Does the 'No-Rehire' Provision in Your Settlement Agreement Restrain the Lawful Practice of a Profession?

***White Paper***

There is a risk that a no-rehire provision may be unenforceable and undermine the enforceability of settlement agreements, writes Daniel J. Kanter of Ogletree Deakins.

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# China Contracts: Make Them Enforceable Or Don’t Bother

***White Paper***

Every foreign business person who enters into a contract with a Chinese company needs to consider a fundamental question: how will the contract be enforced, writes Steve Dickinson on the China Law Blog.

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# Claims Webinar Series: Contract Terminations

***On-Demand***

In the course of contract performance, a number of issues may arise between the contractor and the government, including differing interpretations over specifications, changes to the scope of work, modification of terms and conditions, funding issues, and prevailing wage adjustments.

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# Understanding Security Audit Requirements in Technology Contracts

***White Paper***

As concerns about the security practices of service providers

continue to grow with the occurrence of each high profile security breach, the reliance on security audits and security certifications will continue to steadily increase.

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# Everything You Need to Know About Construction Contracts

***White Paper***

Although construction contracts have changed over the years, there are still some basic guidelines to follow when creating a contract.

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# What Every Contractor Needs To Know About Mediation

***White Paper***

It is rare that a construction claim goes to trial without some effort at mediation first. Indeed, a substantial percentage of construction contracts require mediation as a precondition to filing suit or demanded arbitration.

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# Converting Your CEO into a Contract Management Champion: 3 Key Lessons

***EVENT, Sept. 9, 11 a.m. EDT***

Many good contract management initiatives never get off the ground because of a failure of communication – after all, contract professionals and lawyers may speak a different language than the CEO.

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# Incentivizing Performance in Cloud and Outsourcing Contracts: Key Points

***White Paper***

Defining and incentivizing high-quality performance is often key to the structure of complex service or technology-oriented agreements, writes Steve Gold, a McGuireWoods LLP partner in a legal alert from the firm.

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# Eighth Circuit Finds Non-

# Compete May Be Assignable

***Contracts***

The Eight U.S. Circuit Court of Appeals has concluded that the Arkansas Supreme Court would likely adopt the majority rule that a covenant not to compete can be assigned to the purchaser of a business, reports Jackson Lewis in its *Non-Compete and Trade Secrets Report*.

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# ‘As-Is’ Commercial Transactions: Let the Seller Beware

***White Paper***

A New York court earlier this year explored the issue of disclosure obligations in “as-is” commercial transactions and came to an unexpected answer, writes DLP Piper’s Michael Hamilton in *Commercial Property Executive*.

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# A Refresher on Term Sheets and Commitment Letters

***White Paper***

Term sheets and commitment letters differ with respect to what is required of, and whether the terms are binding on, the

parties.

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# Entrepreneurship, Business Contracts and Self-Awareness

***White Paper***

Well written contracts are business gold. They put everyone on the same page from the beginning of the relationship and they outline how the parties will deal with problems when they occur.

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# How to Determine What is a Breach of Contract

***White Paper***

One of the more common forms of business disputes is a dispute over the failure to perform certain obligations set forth in a contract, writes Robert Fojo of Fojo Dell’Orfano.

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# LOIs Are Nothing to LOL About: A Primer on Letters of Intent

***White Paper***

Parties must be careful in drafting LOIs if they want to avoid having a judge later hold that instead of a precursor to an agreement, the LOI became an enforceable agreement.