# *Kimble v. Marvel*: Contract Provisions That Run Royalties Beyond Patent's Term

***White Paper***

DLA Piper has published a paper about the Supreme Court's ruling upholding a long-standing precedent that restricts the ability of a patent holder to charge a royalty beyond the term of a patent.

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# 8 Tips For China Licensing Agreements

***White Paper***

Dan Harris in the Above the Law blog lists eight tips to assist American companies looking to secure royalty payments by licensing their IP to Chinese companies.

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# Webinar: The 5 Scariest Questions Your CEO Could Ask About Your Contracts

***On-Demand***

In this 45-minute live webinar, Exari Co-Founder and Chief

Product Officer, Jamie Wodetzki, explains the ins and outs of Exari's Contracts Hub and what it could mean for your business.

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# Texas Supreme Court Decision in Compression Cost Case Focuses on Express Contract Language

***NEWS***

The ruling focused closely on the contract language finding that a natural gas transporter could not deduct compression costs and was not entitled to a five-year extension based on the terms of the agreement.

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# Contract With One-Sided Termination Enforced – Not a Perpetual Contract

***White Paper***

The case illustrates the balance the courts strike between the policy that disfavors perpetual contracts versus the policy that allows parties freedom of contract.

# Today’s Contracts Enforceability Issues, Part III: Decoding Indemnity Clauses

***White Paper***

Parties with leverage may be unyielding when it comes to their negotiation, raising questions of whether certain risks may be allocated through insurance.

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# Corporate Divorce: Treat Your Employment Contract Like a Prenup

***White Paper***

While it may seem incongruous to think about the end of the employment relationship at the beginning, this is where the prenup concept becomes relevant.

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# Insured Contract: Coverage for Breach of Warranty Claims

***NEWS***

The court addressed one of the most misunderstood issues in the commercial general liability policy: Does an obligation to indemnify trigger insurance coverage?

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# A Settlement Agreement May Be Enforceable Even When Executed After the Signing Deadline

***White Paper***

A recent court decision may have implications for enforcing settlement agreements in litigations when the other party tries to renounce.

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# China Contracts: Why Even Bother?

***White Paper***

There are three reasons why it makes sense to have a contract with your Chinese counterparty, and only one of those reasons

is enforceability, writes Dan Harris in Above the Law.

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# Indemnity and Insurance Provisions in Construction Contracts

***White Paper***

It is necessary to pay close attention to the interplay between indemnity and insurance to ensure the objectives of the parties are achieved in a construction contract.

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# Information Governance Policy and Contract Management Whitepaper

***White Paper***

Paper discusses building an information governance policy and choosing a contract management system that will comply with your company’s policy needs.

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# Are ‘Best Efforts’ Provisions Enforceable in Maritime Contracts?

***White Paper***

Including “best efforts” provisions in a maritime contract can be a good practice, but only if the contract includes guidelines as to what constitutes the party’s “best efforts.”

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# Are You a Government Subcontractor?

***White Paper***

Sometimes subcontractors and materials suppliers are incorporated by reference and then are obligated to comply with those government-unique requirements.

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# Litigation Shows Buyout Clauses Don’t Always Provide Certainty as Designed

***White Paper***

Although the purpose of the “buyout” is to allow both coach and university to avoid future costs of litigating a breach of

contract case, some recent lawsuits reveal that is sometimes easier said than done.

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# ERISA Ruling: Claimant Has ‘Duty to Investigate’ When Asserting Equitable Tolling of Contractual Limitations Provision

***NEWS***

A plaintiff is not reasonably diligent when she fails to investigate basic issues that are relevant to her claim or to proceed with it in a reasonably prompt fashion.

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# Aligning Incentives Through Contract Terms

***On-Demand***

Webinar talks about increasing the value of sourcing contracts by linking the supplier’s profitability with how quickly and how well the supplier advances your business objectives.

# Courts Say There's No Claim for "Reverse Bad Faith." Could They Be Wrong?

***White Paper***

While every policyholder – as a party to a contract – owes a contractual duty of good faith and fair dealing, the court explained that a tort claim for bad faith arises out of a different duty.

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# Buy-Sell Agreements: Good For Business and Good For Your Estate Plan

***White Paper***

A buy-sell agreement is a legally binding contract that requires or allows remaining owners in a business to buy a departing owner's interest in the business.

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# Reevaluate Commercial Sales Contracts That Incorporate Other Documents by Reference

***White Paper***

Consumers consent to numerous terms and conditions scattered across the web, often without even being aware of them.