Frequently Overlooked Technology Provisions in Vendor Agreements and Why They Matter

News

Banks need to ensure the products and vendors in which they invest will operate reliably, compliantly, and safely – and that the bank's rights and remedies are preserved in the event of failure, according to Caitlin B. Houlton Kuntz and Nadja Baer.

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10 Performance Incentives to Consider in Drafting System Development or Implementation Contract

News

Morgan Lewis discusses 10 contractual mechanisms for providing meaningful performance commitments and consequences if the commitments are not met.

Eighth Circuit Rejects Claim That Arbitration Clause in Retainer Was Unconscionable

News

The Eight Circuit has rejected a plaintiff’s claim that an arbitration clause in a retainer agreement she signed with a law firm was unconscionable, according to Carlton Fields.

Effectively Using Letters of Intent in Real Estate Negotiations

Insight

An LOI that is unclear as to what, if anything, it obligates the parties to do can invite uncertainty, disagreements and even litigation.

The Importance of a Forum Selection Clause

Insight

Courts tend to enforce forum selection clauses unless there is a compelling showing of prejudice to the party opposing the

agreed-upon forum.

A Contractual Non-Disparagement Provision May Violate the National Labor Relations Act

Insight

Employers may prohibit illegal conduct, such as defamation, but prohibiting disparagement generally of the employer, management or policies is inappropriate.

Model Data Access Agreement to Foster Fintech Growth

Insight

The model agreement is intended to provide a standardized foundation that speeds up data access agreement negotiations.

Forum Selection Clause Gone Wrong, and Indemnification Woes

Insight

Lewitt Hackman discusses two recent cases concerning franchise agreements, one involving a forum selection clause and the other covering indemnification.

NLRB General Counsel Explains Broad Non-Disparagement Provision Violates Labor Relations Act

Insight

The memo referred to a case in which a law firm required all newly hired support staff and attorneys to sign an employment agreement containing a non-disparagement provision.

State of Commercial AI

Contracts – Software, Cloud Services, and Beyond

Insight

As the reach of AI expands, new structures are needed to drive adoption of a set of potentially valuable AI solutions.

Court Enforces Arbitration Agreement Incorporated Into 'Notice to Employees'

Insight

The court found that the notice to employees contained sufficient language to incorporate the arbitration agreement by reference.

Buying and Selling a Business: Disclosure Schedules and Why They Matter

Insight

Disclosure schedules supplement the purchase and sale agreement in the sale of a business by incorporating disclosures about the business being sold, according to a post

on the website of Thompson Coburn.

Does an Arbitrator Have Authority to Compel Production of Third-Party Documents?

Insight

If a case is subject to arbitration, it is likely there will be a dispute about whether the arbitrator has the authority to compel production of third-party documents or witnesses for deposition.

Physician Contracting: Understanding Letters of Intent

Insight

AMA senior attorney Wes Cleveland discusses physicians' letters of intent and when an attorney should be retained during the contracting process.

Contract Drafting: When is a Cardinal Change ‘Cardinal’?

Insight

A recent New York case sheds some light on the use of contract clauses that cover cardinal changes in construction, according to an alert by Henry L. Goldberg for Moritt Hock & Hamroff.

What is ‘Oil or Gas’ as Used in a Pipeline Easement?

News

The property owner contended that “oil and gas” referred to crude petroleum, but not refined products.

The Case of the Missing Apostrophe in the Contract

Insight

The outcome of a suit involving a contract between a general contractor and a subcontractor hinged on an apparently missing apostrophe in the agreement.

Contractual Liability Exclusion Excised from E&O Policy for Professional Services Company

Insight

The ruling could also apply to the “professional service” exclusion found in some D&O policies, including in policies issued to companies engaged in providing professional services.

Title VII Limitations Period May Not Be Shortened By Contract

Insight

Title VII’s limitations period is a non-waivable substantive right, rather than a waivable procedural one.

2019 Case Law Mash-Up: Can You Assign Exaggerated Representations and Warranties to a Locked-In Vendor?

Insight

Several court cases in 2019 dealt with (or are still dealing with) key issues faced by parties to commercial contracts, including contracts for technology products and services, writes Eric Begun.