Shhh … Don’t Tell Anyone: Tips on NDAs

Insight

When considering entering into a non-disclosure agreement between two commercial entities, the first question to ask is whether it is necessary for either party to be disclosing confidential information, writes Kathleen Wegrzyn for Foley & Lardner.

Trump Brand Loses Trademark Licensing Dispute – Rules of Contract Law Prevail

Insight

When a dispute involves the Trump brand for residential buildings, the adjudication of rights and obligations under a trademark license agreement can become national news, according to a Dorsey blog post.

Make Releases Work for You in Government Contracting

Insight

A well-crafted subcontract, a release, and trained employees

are proactive measures a contractor can take to mitigate the risk of subcontractor claims, according to PilieroMazza.

Don’t Risk Having an Equivocal Forum Selection Clause

Insight

The language in a forum selection clause is critical if you want to ensure that potential litigation takes place on your “home court,” writes Shep Davidson in the Burns Levinson In-House Advisor blog.

Why Your Contracts Need a Force Majeure Clause

Insight

Elizabeth A. Whitman of Whitman Legal Solutions, LLC, says that parties should work with their attorneys to determine what types of circumstances should be listed given the nature of the specific contract.

5th Circuit Sets New Test to Determine If Certain Contracts on Navigable Waters Are Maritime

News

The Fifth Circuit departed from the six-factor test used in cases like *Davis & Sons* in favor of a new, stream-lined two-pronged test to determine whether a contract like the one at issue was maritime in nature, according to Duane Morris LLP.

Top AIA A201 Construction Contract Changes: A Handy Cheat-Sheet

Insight

In a post at Construction Law Musings, Melissa Dewey Brumback writes about updates to the American Institute of Architects standard form contract documents.

Provisions for Vendor

Contracts: Subjects to Cover

Insight

Drafting your own checklist and standard provisions that satisfy your company's privacy and security requirements in advance can save time and money in the future, writes Katila Howard for Foster Swift Collins & Smith.

Gig Worker's Hopes of Arguing Case in Court Are Dashed By Arbitration Agreement

Insight

The April 25 decision is a solid win for gig employers and could provide a template for how other similar businesses should structure their own arbitration agreements, according to Fisher & Phillips LLP.

Federal Court Dismisses Non-Compete Claim Based on Facially Overbroad Activity

Restraint

Insight

The covenant restricted the employee from taking any position with another company that engaged in the same business as the employer.

Malpractice Suit Takes Aim At 2 Biglaw Firms

News

Two Biglaw firms are facing a malpractice suit alleging that they failed to properly advise their mutual client in a contract deal.

Banks Cannot Skirt Contract Remedies in Data Breach Suit Against Retail Merchant

Insight

The financial institutions sought to recover some of their costs from the grocery store chain that was allegedly responsible for the loss of the data.

Is Your Insurance Provision Meeting Its Full Potential?

Insight

Careful review should go into contracts' insurance provisions, as it could have enormous effect on your protection from risk and liability, advises Morgan, Lewis & Bockius LLP.

No-Poach, No-Solicit Provisions of Corporate Agreements Now Face Criminal Prosecution

News

A nearly ubiquitous element of corporate conduct, thought to be legal and competitively harmless, now faces the prospect of criminal prosecution by the U.S. Department. of Justice, according to Locke Lord.

Software Deliverables and Damage Provisions Must Be in Agreement

Insight

One of a court's most frequent tasks is interpreting ambiguous contracts created by the use of ambiguous language in contracts; however, by the time a court is deciding the issue, costly litigation may have taken years, according to Holland & Knight.

Pay IF Paid: It Means What it Says

Insight

If you are a subcontractor, lookout for language establishing payment from the owner as a condition precedent for payment, warns Bradley Arant Boult Cummings.

Look Before You Sign … the Pitfalls of Personal

Guaranties

Insight

Any potential guarantor should read a proposed guaranty agreement carefully and understand each contractual provision. Often the terms can be negotiated, even if a business entity is a startup and has limited assets and income, according to Ward and Smith.

Franchise ‘No-Hire’ Agreement Class Actions and the Single Enterprise Defense

Insight

Franchisor employers should assess whether the joint employer risk is worth accepting in order to pursue the single-enterprise defense, warns Seyfarth Shaw.

Term Royalty Interests Survive the Rule Against Perpetuities in Texas

News

The rule provides “that no interest within its scope is good unless it must vest, if at all, not later than twenty-one

years after some life in being at the creation of the interest.”

Is It Time for Form NDA Spring Cleaning?

Insight

It is important to periodically review form agreements to ensure that the provisions that were favorable or represented your company’s position in the past continue to accurately protect your company’s interests, and that includes a company’s nondisclosure agreements, according to Morgan, Lewis & Bockius.