Is Your Agreement Non-Exclusive in Name Only?

Insight

The facts of an exclusive arrangement are generally analyzed under the rule of reason, entailing a comparative analysis of the arrangement's benefits and its possible competitive affects, according to Epstein Becker & Green.

DOJ Stomping Out 'No Hire' Agreements Among Competitors

Insight

Companies with no-hire agreements with competitors – be they written or informal – must be aware that the DOJ will investigate and prosecute these agreements, warns Goodwin Procter.

Dual Language China Contracts: Don't Get Fooled

Insight

No matter what the English language portion of your contract says, it behooves you to know exactly what the Chinese language portion says as well, writes Dan Harris.

Best Practices: Uncover the Full Potential of CLM Implementation

Insight

It’s critical to start working with general counsel and other key stakeholders early when developing a business case. Having a holistic plan that ties benefits to stage and to stakeholder will keep the implementation on track.

No-Poach Agreements Targeted by Plaintiffs, Enforcement Agencies and Senators

Insight

Agreements among companies to not hire each other’s workers are more risky than ever, warns Pepper Hamilton LLP in a post on its website.

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10 Common Contract Gotchas to Avoid

Insight

Business News Daily talked to business owners, attorneys and other experts to find out what common contract “gotchas” you should be on the lookout for.

Sinclair-Style Employment Contracts That Require Payment for Quitting are Uncommon

Insight

The Conversation reports that some Sinclair employees have said that their employment contracts made it prohibitively expensive to walk away.

Federal Contractors’ Guide to SBA Set-Aside Contracts, Size

Standards, Size Protests, and Affiliation

Insight

Fox Rothschild LLP has posted its Federal Contractors' Guide to Small Business Administration Set-Aside Contracts, Size Standards, Size Protests, and Affiliation

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The Storm After the Storm: Restoration Contracts

Insight

An article in Gray Reed & McGraw's Texas Construction Law Blog offers some steps cleaning and restoration professionals can take in an effort to minimize the damage from a payment dispute with a client after a natural disaster.

What Provisions are Typical in a Separation Agreement?

Insight

Daniel Schwartz, writing for Shipman & Goodwin's employment law blog, provides a handy list of typical provisions in a separation agreement between an employer and an employee.

Will You Agree to an Inclusion Rider?

Insight

Sophisticated employers have used established goals as a tool toward implementing equal employment opportunity objectives, steering clear of applying goals like quotas, according to Barnes & Thornburg.

M&A 101: Key Concepts in Non-Disclosure Agreements

Insight

Not all information shared between a buyer and seller should be considered confidential, and NDAs define the boundaries of what shared information will be confidential, according to Faegre Baker Daniels.

Arbitrability Basics: An Illustration of the

‘Autonomy’ Principle

Insight

When considering an arbitration clause in a contract, one must always bear in mind the “separability” or “independence” of the arbitration agreement &mdaqsh; the autonomy principle, writes Narges Kakalia for Mintz Levin.

Know Before You Bid on Contract Opportunities

On-Demand

PilieroMazza PLLC has posted an on-demand video discussing how businesses can proactively get out in front of pre-bid issues and avoid missteps.

State Department Updating Contracting Language to Head Off Confusion

News

The change is intended to head off problems such as the one seen earlier this year when a contractor would not comply with requests for an IT audit of security controls.

Do You Know Who Will Decide Whether Your Next Dispute Is Subject to Arbitration?

Insight

In a client alert, Pepper Hamilton surveys the effects of incorporating an arbitration provider's rules or common arbitration provisions on who determines questions of arbitrability.

Is Employee Out of Commission? Not So Fast, Says Appellate Court

Insight

When an employer changes its contract with an employee, the change should be communicated clearly – and preferably, in writing, warns Zuckerman Spaeder.

Ways to Make Sure the Indemnity Clause You Just Negotiated Is Not Your Enemy

Insight

Regardless of how carefully you may have considered the pros and cons of including a prevailing party clause in your contract, the indemnity clause you have negotiated may unwittingly permit recovery of attorneys' fees for first and third party claims, warns Saul Ewing Arnstein & Lehr.

Contract Law in the Age of IoT

Insight

With the Internet of Things (IoT), tech is making contracts more and more difficult to analyze, according to IoT Business News.

Paying the Price: The Pitfalls of Ineffective

Liability Waivers

Insight

Hellmuth & Johnson lawyers Micheal D. Howard and Jason S. Raether describe a recent case involving a fitness studio that demonstrates how a poorly drafted waiver can be as effective as having no waiver at all.