

# 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.

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# 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.

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# 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.

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# 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.

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# 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.

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## 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.

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

# Standards, Size Protections, and Affiliation

## *Insight*

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

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# 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.

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# 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.

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# 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.

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# 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 &mdash; the autonomy principle, writes Narges Kakalia for Mintz Levin.

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# 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.

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# 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.

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# 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.

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# 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.

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# 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.

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# 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.

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# 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.