Earning Trust in Contract Negotiations

Insight

Dennis Garcia, an assistant attorney general of Microsoft Corp., offers a collection of best practices that all lawyers can embrace to help earn trust during the contract lifecycle.

International HR – Offer Letters and Employment Contracts

Insight

When a U.S. company decides to hire an employee in another country, the question of whether to send the applicant an offer letter inevitably arises, writes Samina Weil in the Fisher Phillips Cross Border Employer Blog.

Defend, Indemnify, Hold Harmless – What This Contract Language Means for A/E

Professionals

Insight

J. Brandon Sieg of Vandeventer Black LLP addresses the question of what is meant when a contract requires an architect or engineer to “defend, indemnify, and hold harmless” the project owner for specific (or not so specific) types of claims that might arise in the future.

Vendor Risk Management as Applied to Fintech Contracts

Insight

Regulatory compliance is an area of fundamental concern – not only for strategic investors – but also for financial institutions contracting for services from financial technology providers, warns Adam Chernichaw of White & Case.

Choice of Venue Provision Upheld in Employment Contract

Insight

Forum selection clauses that are not adhesive will be interpreted independently of the court’s determination of the enforceability and validity of the contract as a whole, according to a post in Baker Sterchi Cowden & Rice’s

Employment Law Blog.

The Importance of Attention to Risk Allocation Provisions in Contracts

Insight

A recent Indiana Court of Appeals decision illustrates the importance of having an overall risk allocation strategy in contracts where appropriate, and paying close attention to the language used to express that strategy, writes Christian Jones of Barnes & Thornburg.

Software License Checklist for Licensees: 20 Issues to Consider

Insight

When entering into licenses for commercially available, off-the-shelf software products, it is common to use the "vendor's paper" for contracting, according to a post on Morgan, Lewis & Bockius LLP's Tech & Sourcing blog.

Third-Party Risk Management: Aligning Supplier Onboarding to Contract Onboarding

On-Demand

An on-demand webinar on Determine Inc.’s website discusses best practices for initiating third-party risk efforts by improving the integration of supplier onboarding and contract management.

Keep SaaS And Cloud Contracts Light On Specifics, But Heavy On Revenue Opportunities

Insight

Solution providers shouldn’t let long, tedious contracts get in the way of closing deals, advised lawyer Mark D. Grossman when he spoke at the Ingram Micro One conference, according to CRN.

Drafting Matters: Do Your Non-Competes Bind the Correct Parties?

Insight

Franchisors should ensure that their franchisees' owners and key employees, especially those with access to confidential materials and training, sign non-competes in their individual capacities, advises Fox Rothschild.

Assignment and Delegation in Contracts: Not Just Boilerplate

Insight

Peter M. Watt-Morse and Christopher C. Archer provide an overview of some of the key issues that should be considered when drafting an assignment provision for commercial and technology agreements.

Is Non-Compete in

Purchase/Sale of Family-Owned Business Enforceable?

Insight

Michael P. Connolly discusses the case of E.T. Products, LLC v. D.E. Miller Holdings, Inc., in which the United States Court of Appeals for the Seventh Circuit recently addressed the enforceability of non-compete agreements that had been negotiated in connection with a sale of a business.

Governing Law and Jurisdiction or Forum Clauses Same Country/Different Country? How to Decide

Insight

Contract drafters sometimes confuse governing law clauses and jurisdiction clauses, according to a post on the website of Wilk Auslander.

How Forced Arbitration and

Non-Disclosure Agreements Can Perpetuate Hostile Work Environments

Insight

It is possible for state lawmakers to crack down on corporate abuse of arbitration and non-disclosure agreements, but the prospects do not seem good, writes Michelle Chen for *The Nation*.

Fixed-Price Contracts Are Simple – Or Are They?

Insight

Marion T. Hack of Pepper Hamilton examines the definition of fixed-price contracts and cases in which the audit provision in the contract has been unsuccessfully used to assert claims for reimbursement and False Claims Act liability.

Be Careful When Using Liquidated Damages with Your

Non-Compete Clause

Insight

While a liquidated damages provision is not a silver bullet, if properly drafted, such a clause can be a significant deterrent to an employee who might otherwise decide to test the bounds of a non-compete, writes Shep Davidson.

Is It Time for People to Breach Their NDAs and Speak Truth to Power?

Insight

Elie Mystal, writing for Above the Law, discusses some top factors to remember when dealing with a sexual predator who has signed you to a non-disclosure agreement.

What Does Ransomware Cost Companies?

Insight

Quantifying what ransomware costs companies can impact contract drafting and negotiation. Eric Begun of King & Fisher writes that a recent 10-Q filing provides insight.

Year-End Reality Check: The Path to Efficiency

Insight

Lightning-fast automation, policy enforcement, and true oversight will help you get the most out of end-of-quarter initiatives without taking on unnecessary risk, Conga says in a new eBook that is available for downloading.

Are Smart Contracts Smart Enough for the Insurance Industry?

Insight

In an article in the Pillsbury Policyholder Pulse blog, Kimberly Buffington and Cara Adams discuss the question: Will insurance policies become the laboratory to test the thesis behind smart contracts?