Six Tips for Drafting Better Statements of Work

Insight

If a statement of work fails to adequately describe the deliverables and the services to be rendered, projects can fail, cost can overrun results and project schedules can be delayed, writes Michael R. Overly of Foley & Lardner LLP.

Not So Fast: Limits of ‘Settlement Negotiation’ Protections

Insight

It’s far too simplistic to suggest that anything your company considers to be a “settlement negotiation” is going to be kept out of court, warns Joseph A. Schouten of Ward and Smith, P.A

Segway Competitor Rolls Away from Former CEO’s Attempt to Force Arbitration

News

A former CEO presented a signed employment agreement that

required arbitration, but the company contested whether it had agreed to the written contract.

Enforce Arbitration Agreement or Waive Right to Arbitrate Trade Secret Misappropriation Claims

Insight

A recent federal court ruling on arbitration offers three key lessons for plaintiff-employers, according to a post on the website of Orrick, Herrington & Sutcliffe.

Keys to Negotiating Indemnity Agreements

Insight

It’s imperative that your company’s risk management and legal departments strategically manage indemnification and insurance obligations to minimize the always increasing cost-of-business demands, writes Buldas of Pietragallo Gordon Alfano Bosick & Raspanti L.L.P. in Pittsburgh.

3 Practical Business Contract Tips From Travelzoo GC Rachel Barnett

Insight

In an article on Above the Law’s website, Rachel Barnett discusses three of the most important clauses readers can learn from her book.

How to Build a Solid Contractual Risk-Transfer Program

Insight

Without a properly structured risk-transfer program, a general contracto, owner or property manager could assume financial responsibility unnecessarily for losses caused by a third party, warns Tommy Williams, USI Uniondale vice president.

Creating Defensible Employment Agreements Before an Employee's First Day

Insight

Significant tools in the arsenal of strategies are contracts signed by the employee, but waiting until the employee departs is too late to start thinking about them, points out Spiwe L. Jefferson in an article for the ACC.

Key Provisions for Supply Chain Contracts

Insight

By paying careful attention to the terms of its supply chain contracts, a company can help to mitigate its risks while at the same time maximizing the value of its supply chain, according to a Foley & Lardner post on its website.

Three Legal Pitfalls to Avoid in Blockchain Smart Contracts

Insight

While the use of smart contracts is tempting, this silver bullet of efficiency and lower costs doesn't come without

potential problems, warns Gregg M. Jacobson of Chamberlain Hrdlicka.

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6 Essential ‘TENANT’ Tips for Negotiating a Commercial Lease

Insight

Real estate lawyer Laura A. Drossman uses a handy acronym to illustrate some of the issues and some tips for tenants approaching lease negotiations in a commercial setting.

Defending Breach-of-Contract Claims in Data-Breach Litigation

Insight

A post on the What’s Fair? blog on the Ellis & Winters LLP website discusses a recent federal appellate decision that shows how data-breach lawsuits premised on overpayment theories – which often assert claims sounding in contract – still face an uphill battle.

Tips For Drafting Employee Handbooks: Avoiding Breach of Contract Claims

Insight

To avoid breach of contract claims premised on employee handbook policies, employers should include an express contract disclaimer in their employee handbook, according to Bryan Cave.

Enforcing Nursing Home Arbitration Agreements Post-*Kindred*

Insight

A recent ruling for a state supreme court may be indicative of what litigation over nursing home arbitration agreements will look like after the U.S. Supreme Court's ruling in *Kindred Nursing Centers v. Clark*, according to Arbitration Nation.

General Counsel – Contract Process or Risk Management?

Insight

Berkman Solutions offers some advice on how general counsel can balance demands for quick turn around of contracts with effective legal risk management.

Webinar: Implement Contract Triage in 5 Steps

Event, Nov. 29, 2 p.m. EST

A new webinar from LawGeex will cover how to create an internal contract triage process in five steps, all the way from planning through to execution.

Allocation of Data Breach Risks and Costs in Vendor Contracts: Negotiate, Negotiate, Negotiate

Insight

If the organization’s sensitive data is breached while under the control of a vendor, the vendor’s only obligation is to

notify the organization, warns Anne S. Peterson of McGuireWoods.

Timing is Vital in a Release Clause in Any Settlement Agreement

Insight

Lawyers – particularly those representing plaintiffs – should give thoughtful attention to the timing of a release clause in any settlement agreement, advises Lisa B. Markofsky in a post for Proskauer Rose LLP.

Leaving the Contractual Term 'Voting Power' Undefined Could Be Risky Business

Insight

Any attorney who regularly drafts stock purchase agreements, voting agreements, or other contracts that use the term "voting power" would do well to take note of a recent ruling, according to an article on the website of Patterson Belknap Webb & Tyler LLP.

A Lesson from the 3rd Circuit on Arbitration Clauses: Say What You Mean

Insight

A recent decision by the United States Court of Appeals for the Third Circuit is a reminder that – for an arbitration clause to apply in certain situations or to certain parties – that intention must be built into the plain terms of the contract.