4 Key Takeaways: Consulting Agreements – Who Owns the IP?

Insight

The Kilpartick Townsend article discusses four key takeaways: Consulting agreements make it possible for companies to own IP produced by consultants, work-for-hire clauses, conflicting obligations, and failure to protect trade secrets.

What In-House Counsel Need To Know About Their Form Arbitration Clauses

Insight

Because the arbitration clause in a commercial contract is so critical, careful review of that clause surely must be a component of an enterprise's risk analysis, according to Mintz Levin's ADR: Advice From the Trenches blog.

Lost Profits: Direct or Indirect Damages?

Insight

Any Dugan of King & Fisher Law Group writes about a case that addresses the issue of whether lost profits are recoverable

and the need for clear-language drafting to avoid problems.

Can Your Email Exchange Become A Binding Contract?

Insight

What if an agreement in “writing” is an email exchange? Is that enforceable, and if so, then what suffices as the signature?

Cloud Patent Claim Risks and Providers’ Evolving Contractual Responses

Insight

Richard Kemp discusses how Cloud Service Providers are addressing the growing risks to service availability from patent claims.

Has the Era of the Consumer Class Action Waiver Passed?

Insight

As a result of a rule imposed by the Consumer Financial Protection Bureau, consumer contracts entered into after March 19, 2018, with a wide range of consumer financial services companies will need to be revised in regard to their agreements' arbitration clauses.

11th Circuit Holds Arbitrators Have Venue-Setting Authority in International Arbitrations

Insight

Alston & Bird asks and answers the question: In an international arbitration, when an arbitration provision is ambiguous about the seat of the arbitration, who resolves the question?

Making Sure Your At-Will

Employees Remain At-Will

Insight

Employers must ensure that their supervisors do not unwittingly modify the at-will relationship with employees, warns Pullman & Comley.

Work for Us – Or Else: The Rise of Noncompete Contracts

Insight

Some companies have taken the idea of demanding loyalty through noncompetition agreements a bit too far, writes Alan Greenblatt in *Governing*.

Avoiding Accidental Contracts By Email: A Tech-Centric Point of View

Insight

The speed and informality of email can lead to the inadvertent use of contract-forming language, resulting in unintended binding agreements, warns Jason A. Levine, a partner in Vinson & Elkins.

How to Manage Non-Disclosure Agreements

Insight

Aliya Ramji, director of legal and business strategy for Figure 1 Inc., responds in ACC Docket to a question from a corporate lawyer who asks about the most important parts of a non-disclosure agreements.

Robotic Review: The Use of Artificial Intelligence in Contract Review

Insight

Russell Kostelak of Proskauer Rose discusses the use of AI in the many phases of contract review: contract creation, contract analysis, and contract due diligence.

Non-Competition Agreements:

Ensuring Enforceability

Insight

A non-competition agreement raises state-law public policy concerns. As a result, states often restrict the scope of non-competition agreements before they will enforce them, warns Mark Koogler in Porter Wright Morris & Arthur's Federal Securities Law Source.

Tip #1 for Drafting Executive Employment Agreements: Define "Cause" Broadly

Insight

Bill Wortel of Bryan Cave advises that an executive employment agreement should include a definition of cause that provides the company with flexibility to terminate an executive for legitimate, non-discriminatory business reasons.

Three Ways to Indemnify Your Business (Or Your Client's Business) From Smart Contract

Risks

Insight

The Steptoe Blockchain Blog, suggest three tools to address smart contract risks, including cybersecurity insurance policies, indemnification agreements, and “make whole” agreements.

Negotiating Technology Contracts: On-premise vs. Cloud and Hosted Software

Insight

Stephen F. Pinson of Scott & Scott explains the key considerations and contractual provisions when deciding to utilize a hosted software cloud solution versus on-premise software solutions.

Agreed Damages or Unenforceable Penalties – Drafting to Affirm the Former

and Avoid the Latter

Insight

Practitioners seeking to ensure that agreed damages provisions are enforceable should avoid limiting the items of loss for which the agreed damages are providing compensation and constitute a legitimate pre-estimation, advises Glenn West of Weil, Gotshal & Manges LLP.

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5 Contract Management Reports That Can Help You Become a More Strategic GC

Insight

When businesses have large contract portfolios, tracking the contract lifecycle from initiation though award, compliance and renewal can become a burden without the proper reports, according to WoltersKluwer.

Cloud Solutions: The Danger of ‘Floating’ Contracts

Insight

Today, more and more agreements are comprised of some brief general terms and conditions that reference various online

terms provided through URLs, which can change at any time, according to Mike Overly of Foley & Lardner.

Imagining the Perfect Confidentiality Agreement

Insight

Rather than chase perfection in drafting CDAs, NDAs and other secrecy agreements, the parties should focus on avoiding mistakes, writes Bryan K. Wheelock of Harness Dickey & Pierce.