Restrictive Covenants Can Swing Both Ways: A 3-Step Plan To Avoiding Legal Risks When Onboarding New Employees

Insight

Increased media attention on the practice of forcing lower-level employees to sign non-compete covenants, combined with the widely publicized report on non-compete restrictions issued by the Obama White House in its waning days, has led to an increase in the number of reported cases, writes Michael Elkon with Fisher Phillips.

Reallocation Actions and Settlement Agreements: What Did We Settle?

Insight

Frequently, a dispute cannot be fully resolved where non-parties to the dispute have contributed defense and indemnity amounts on behalf of one or more of the parties and have reserved the right to seek recovery of those amounts in subsequent litigation, writes Stacy L. La Scala.

Negotiating Contracts: 12 Key Terms to Negotiate in a Software as a Service or Cloud Service Agreement

Insight

Stephen F. Pinson of Scott & Scott LLP offers some suggested requirements when negotiating Software as a Service or Cloud Service agreement.

Clear Arbitration Provision Deemed Enforceable

Insight

In his Petes' Take blog for Porzio, Bromberg & Newman, Peter J. Gallagher describes a New Jersey case in which a court ruled that a clear arbitration provision, negotiated by a sophisticated party while represented by counsel, is enforceable.

The SEC Doesn't Like Your

Employment Agreements

Insight

Companies should examine their employment agreements to ensure compliance with the SEC's Rule 21F-17, writes Evan Gibbs for Above the Law.

5th Circuit: Unpatented Products Can Be Given Patent-Like Protections by Contract

Insight

The decision has significant and potentially far-reaching impacts for companies who seek to protect their product designs.

Drafting Arbitration Clauses in Construction Contracts

Insight

Patricia H. Thompson discusses the question: Should an arbitration clause be just a boilerplate provision, taken "off the shelf," or should it be specifically negotiated and crafted for the particular construction project and to accommodate the parties' requirements?

Health Law: Is Your Arbitration Agreement Enforceable?

Insight

A recent decision of the Arizona Court of Appeals provides guidance for evaluation of the enforceability of arbitration agreements in the health care field, reports Snell & Wilmer in its Health Law Checkup blog.

Standard Contract Terms in the ‘Widgetal’ Age

Insight

A company that now uses an online portal or provides other electronic access to counterparties should update its trusty standard contract terms, advises Morgan Lewis.

Analytics for Full Visibility

Into Contract Management Processes

On-Demand

Conga has posted a complimentary webinar discussing the need of an organization to gain a clear understanding of contract data to attain maximum efficiency.

How Do Additional Insured Obligations Work with Subcontract Flow-Down Clauses?

Insight

In his Commonsense Construction Law blog, Stan Martin asks the question “How do additional insured obligations work with subcontract flow-down clauses.” And he answers it with one word: “They don’t.”

Recent Developments on Sufficient Consideration for

Employee Non-Compete Agreements

Insight

Like other contracts, non-compete and restrictive covenant agreements must be supported by adequate and sufficient consideration at the time of execution, according to a posting by Sheppard, Mullin, Richter & Hampton.

Who Should Be Smart About Smart Contracts?

Insight

Smart contracts are digitally signed promises, which are executed automatically by software code built on blockchain technology. But what are the features of smart contracts that make them more suitable to some sectors than others?

Contract Barred Recovery of Lost Productivity Damages Suffered by Contractor

Insight

It is critical that the parties consider and properly allocate the risk of such delays and the potential resulting costs in

the contract documents, advises Robinson+Cole.

Court: Arbitration Agreement Included In Product Manual Is Unenforceable

Insight

A recent ruling in a federal count stated that a contractual term, like an arbitration clause, is binding only when the terms are reasonably conspicuous, rather than in a manner that de-emphasizes its provisions.

If You Checked The Box, You're Bound By The Contract

Insight

The moral of the story is to always read the contract before you sign, whether by signature or by checking the box, writes Pat Collins of Norris McLaughlin & Marcus.

Contracting Strategies Can Help Navigate Changing Environments

Insight

Regardless of the flavor of the technology being used, it can be very helpful to look to the contracting strategy that is required to meet the business objective, write Edward J. Hansen and Eric J. Pennesi of Morgan Lewis.

When Construction Contracts Go Sideways in Bankruptcy

Insight

When a contractor on a project files a bankruptcy case, the property owner and subcontractors have some serious decisions to make, writes Tracy Green in the California Construction Law Blog.

Madden Remand Muddles Contract Law: SDNY Decision

or Sign of National Trend?

Insight

Madden is the latest decision to look past the contractual agreement of the parties to apply state usury and other consumer protection requirements to consumer credit and collections activity, according to an article published by Paul Hastings LLP.

When Is a Mixed Insurance Contract a Maritime Contract?

Insight

Whether a mixed insurance contract (i.e., an insurance contract with maritime and non-maritime elements) permits the exercise of admiralty jurisdiction is a complicated question for parties and for the courts, according to a Montgomery McCracken Walker & Rhoads LLP alert.