# Using Standard Form Contracts May Hurt Your Business

***Insight***

Not only do these vague business contracts fail to address important issues that may arise between the two parties, they may also lead to confusion over what terms will actually govern the agreement, writes Corey F. Schechter of Butterfield Schechter LLP.

---

# Norton Rose Fulbright Addresses Legal Implications of Smart Contracts

***News***

Blockchain consortium R3 has contracted global law firm Norton Rose Fulbright to determine the contractual effect and enforceability of smart contracts, reports Finextra.

---

# In Contracts, What a Difference a Word Makes

***Insight***

Larry P. Schiffer of Squire Patton Boggs describes a recent case that illustrates his point that legalese and unnecessary

words can cause a trier of fact to interpret a clause in a way that is unexpected.

---

# 2016 Year in Review: Trade Secrets and Non-Compete Developments

***Event, Nov. 30, 1 p.m. EST***

Many businesses progressively fear that their trade secrets and valued business relationships are at risk of attack by competitors – and even by their own employees. Do you know what it takes to protect those critical assets in the ever-changing world of trade secret and non-compete law?

---

# Webinar: Gain Visibility into Contract Risks

***On-Demand webinar***

SpringCM has published an on-demand webinar titled “Get Control of Your Contracts!” that explains how Contract Lifecycle Management (CLM) provides end-to-end visibility into contractual risks and obligations.

---

# Four Significant, But Often Overlooked, Provisions in Domestic Commercial Contracts

***Insight***

Contractual provisions that parties choose to include in their agreement depend on a number of factors including, among others, the identity of and relationship between the parties and the size and nature of the transaction, according to a K&L Gates article.

---

# Contract Terms: The Boilerplate Language IS Important

***Insight***

can, perhaps unintentionally, void portions of your contract that you might have already negotiated in your contract, cautions Anette Beebe of Beebe Law, PLLC.

---

# 5 Points: Arbitration Clauses

# in Real Estate Contracts

***Insight***

While consumers may not have many choices when signing agreements that contain arbitration clauses, commercial parties often negotiate every last term of their agreements, according to a post on Shutts & Bowen LLP's website.

---

# Arbitration Provisions in Employment Agreements: The Pros and Cons

***Insight***

Deciding whether to include an arbitration provision in an employment agreement requires thorough consideration based upon an employer's individual circumstances, according to a post in Trenam Law's Employment Law Update.

---

# Void Contracts: Court Nullifies CFO's Employment Because of Prior Extortion

# Conviction

***Insight***

The doctrine of void contracts arose recently in an employment case in Florida, writes Jason M. Knott for Zuckerman Spaeder LLP.

---

# What Is The Optimal Contract Length For Your SaaS Startup?

***Insight***

Tomasz Tunguz, a venture capitalist at Redpoint, discusses the questions: What is the optimal contract length with for your SaaS startup? Monthly, annual, multiyear?

---

# Three Tips for Writing Effective Arbitration Clauses

***Insight***

A well-drafted arbitration provision can save companies from expensive and time-consuming class litigation, two defense attorneys say in a report published by Bloomberg BNA.

# Why You Really Should Read Your Employment Contract

***Insight***

In a new online audio discussion, Bloomberg takes a look at “all the stuff you sign when you sign on for a job.”

---

# Reviewing Banks’ Third-Party Vendor Service Contracts (Part 6)

*Insight*

The sixth installment in Bryan Cave LLP’s series about banks’ third-party vendor service contracts covers two subjects: first, ownership of trademarks, copyrights, patents and other trade secrets, source code escrow agreements; and second, confidentialty.

---

# Contracting in the Cloud: Who

# Pays for a Data Breach?

***Insight***

Data stored in the cloud faces many of the same threats as locally-stored data and, due to the growing amount of information in the cloud, it can be an attractive target for hackers, write Sidley Austin lawyers Scott Nonaka and Kevin Rubino for Bloomberg Law.

---

# Employers: Don’t Make Promises You Can’t Keep

***Insight***

Laura Bartlow of Zelle LLP writes in a post on JDSupra that the very first item on her list of rules for employers is this: Don’t make promises to your employees that you can’t or won’t keep.

---

# alt.legal: The (Nobel-Winning) Theory Of Contracts

***Insight***

“At minimum, efficient contracts are complicated business, and the financial burden of well-negotiated contracts is high,” writes Ed Sohn for Above the Law.

# China Contracts: Why Choice of Foreign Law is So Often a Bad Idea

***Insight***

What will actually happen is that the parties will be required to prove Chinese law in a U.S. court, a difficult, time consuming and expensive process, writes Dan Harris in the China Law Blog.

---

# Contracts and Considerations of the Renewal Term

***Insight***

Many contracts contain no provisions regarding renewal, and the term simply ends after a specified period of time, write Peter M. Watt-Morse and Cindy L. Dole for the Sourcing @ Morgan Lewis blog.

---

# 5 of the Most Commonly

# Misinterpreted Terms in Construction Contracts

***Insight***

The latest installment of Construction Dive's "The Dotted Line" series discusses a problem many construction contractors see in their business: misinterpretation of terms in their contracts.