Get Your China Contracts Written In Chinese, Not Translated

Insight

The only people who can truly know how to use specialized and particular words and terms are lawyers who know both China's contract laws and who are completely fluent in written and spoken Chinese, writes Dan Harris on Harris & Moure's China Law Blog.

Contract Indemnity and Duty to Defend vs. Insurance Duty to Defend

Insight

An explicit contractual duty to defend against allegations of negligence or breach by the indemnitor may well be construed to require such a defense from the outset, even when parties are still arguing over ultimate liability, writes Stan Martin of Commonsense Construction Law LLC.

What U.S. GCs Should Know About Drafting International Arbitration Clauses

Insight

Kevin Perry and Joanne Elieli of of Cooley offer some insight for American general counsel on the drafting of international arbitration clauses, covering preliminary considerations and specific drafting issues.

Managing Risk in Supply Agreements: Perspectives from Both Sides of the Border

Event, June 23, 1 p.m. EDT

The webinar will cover risks associated with supply agreements; tools counsel can use to assist clients in managing such risks; and tips for addressing, limiting, and resolving disputes.

Top 10 Questions Owners

Should Ask Before Signing a Construction Contract

Insight

Construction contracts are often such voluminous documents that it can be difficult for owners to recognize and adequately negotiate the key terms that play the largest role in how construction risk and costs are allocated, writes Mike Madigan for Kegler, Brown, Hill + Ritter.

Why Not Having an Employment Contract With Bank Officers Will Hurt You

Insight

Having an employment agreement with an officer and other key employees is advisable, as it is the easiest way to protect the bank's interest when an officer departs, write Amber M. Rogers and Alan J. Marcuis for Hunton & Williams.

Contractual Personal Liability: The Body Trumps

the Signature Line

Insight

The body of a contract must clearly convey whether the parties intend for the contractual obligation to create liability on behalf of the individual signing the contract or not, warns Adam B. Edgecombe of Jimerson & Cobb, P.A.

Subscription-Based Business Models: An Overview of Auto-Renewal Regulations

Article

While subscription services (sometimes referred to as auto-renewal programs) can be lucrative, companies should be mindful of the applicable laws to avoid the costs of fighting off lawsuits.

Options to Acquire: How These Acquisition Strategies Differ from a Traditional Purchase

Article

While options to acquire are fairly common in the medical device and life sciences industries, the option also provides

attractive opportunities for funds and companies in other industries as well, as a way to get an inside track on new technology, Cooley M&A writes.

Damage Control: Common Errors in Contractually Limiting Damages

Article

“Damage control” provisions are not one-size-fits-all, writes Theresa Y. Kananen for Arnall Golden Gregory LLP. While form agreements can be a good starting point, provisions limiting, or even eliminating, contractual damages must be considered on a case-by-case basis, and tailored to the terms of your particular deal.

Contract Drafting in Complex Sourcing Deals: Reading What You Write

Article

Contracts for complex sourcing deals are problematically big and often written in a style that doesn’t speak to the people who should be reading them, write Edward J. Hansen and Christopher C. Archer of Morgan Lewis.

Litigating the Meaning of Contract Language? Consider Retaining an Expert

Article

A new article published by Ken Adams, president of Adams Contracts Consulting LLC, explains how to reduce the chances of the confusion that results when a judge or litigator without a grounding in the subject analyzes ostensibly ambiguous contract language.

Federal Circuit Clarifies ‘Accrual’ of Claims under Contract Disputes Act

Article

Timeliness is critical when submitting claims to the government, or any contracting party, for that matter—public or private, writes Brian Dobbs for Bass, Berry & Sims PLC.

How Will Machine Learning and NLP Disrupt Contract Management?

A new eBook from ContractRoom considers some ways that machine learning and Natural Language Processing could change the way contracts are managed.

Q&A on SCOTUS and Arbitration

Article

In an article posted on their firm's website, Matthew T. Furton and Julie L. Young, partners in Locke Lord, discuss some recent rulings on arbitration by the U.S. Supreme Court, particularly as they apply to insurance and reinsurance.

Smart Contracts: A Tool for Bank Lawyers, Not a Replacement

Article

Banks' interest in smart contracts could lead them to beef up their legal departments in the near term, as the financial industry and regulators alike continue to wrestle with the implications of blockchain technology, writes Brian Patrick

Eha of *American Banker*.

Court Orders Coverage Where Breach Merely Alleged

Article

The exclusion could have been written more broadly so as to cover all claims for injury arising out of any “alleged” breach of contract in addition to all claims arising out of actual breaches of contract.

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5 Key Terms to Know for Vendor Contracts

Article

While each set of tactics and strategies will necessarily reflect the internal business rules of the individual company, the five areas discussed here should form a part of any playbook, writes David Adler in *CIO*.

Whitepaper – 100+ Contract Management Solutions: Do You Have to Try Them All?

White Paper

ContractWorks has published a complimentary white paper designed to aid in the selection and implementation of a contract management solution.

9th Circuit Extends Non-Compete Term Beyond Contractual Period

Article

Employee disregards a non-compete and joins a competitor; former company calls foul and initiates a lawsuit; parties fight it out, but by the time litigation has run its course, the non-compete period in the underlying contract has expired. The dispute is moot, right?