Technology Contracts and Boilerplate Language: Be Aware of the Pitfalls

Article

The most dangerous terms of a contract – the terms in the "boilerplate" – are often ignored and overlooked, writes Brad N. Mondschein in an article published on Pullman & Comley LLC's website.

Are they Worth Price of Paper They're Printed On? – Ubersization of Arbitration Clauses

Article

Vanessa L. Goddard, of counsel with Steptoe & Johnson, provides some tips that make arbitration agreements more likely to be upheld by courts in the employment context.

Why Smart Contracts Need

Shrewder People

Article

The implementation of the contract requires no direct human involvement after the smart contract has been made a part of the distributed ledger, which makes these contracts “smart,” or autonomous.

Arbitration Under Fire: Brace for Less Contract Freedom and More Class Actions

Article

Encouraged by consumer groups and trial lawyers, federal regulators are pushing for limits on arbitration provisions in consumer contracts, writes George Calhoun in Ifrahlaw’s FTC Beat.

Here Come the Contract Readability Police

Article

The Texas Plain Language law will mandate that auto finance contracts be written at an 11th-grade reading level by 2017, writes Nicole Munro of Hudson Cook LLP in an article published

in *Auto Dealer Today*.

EPC Contracts and Technology Licenses in Petrochemical Projects

Article

In petrochemical projects, the engineering, procurement and construction (EPC) contracts are often negotiated after the technology licenses have been negotiated between the technology licensors and the project owner, write Sean Goldstein, Jean Shimotake and Raymond Azar of White & Case LLP.

The Enforceability of 'Evergreen Clauses'

Article

An Evergreen Clause allows for an agreement to continue for a defined period if the existing agreement is not renegotiated or properly cancelled within a specified time.

An Introduction to Contract Boilerplate

Article

“Boilerplate” is standardized language used in common documents to reduce the time spent in negotiation and document preparation, explains Brad Reid, Senior Scholar, Dean Institute for Corporate Governance and Integrity at Lipscomb University, in an article published on the HuffingtonPost.

When I Buy a Business, Should I Have a Non-Compete Agreement?

Article

Buying or selling a business is a detail-intensive ordeal, and one of the most crucial parts of the final sales agreement is the non-compete agreement, according to an article posted by Brad Denton of Denton Peterson, PC.

Employee Separation Agreements – A Refresher,

Part Three

Article

Even if the employee is under 40 (and therefore isn't protected by ADEA), it's still wise to write the agreement in clear, understandable language and to have the employee confirm that he or she is entering into it knowingly and voluntarily, writes Jonathan Orleans of Pullman & Comley, LLC.

How to Speed Up the Corporate Decision-Making Process

Article

The CEO of CEB, a multi-national best practice insight and technology company recently wrote an article in Fortune Magazine titled "Revving Up Your Corporate RPMs" that notes that, despite advances in technology, decision-making and change in the business world has actually slowed down in the last decade

---

Contracts: Whether an 'Unless' Clause is a Condition Precedent or a

Condition Subsequent

Article

Critiquing how courts interpret confusing contract language has its interest, but what’s more important to anyone drafting or reviewing contracts is how you avoid this sort of fight, writes Ken Adams of Adams on Drafting.

Termination of Commercial Contracts

Article

An article written by Jeremy Andrews and Talia Taylor of DLA Piper highlights the key points to consider whether you are looking to terminate a contract or challenging an attempt to terminate.

Lex Disturbia: The Impact of Smart Contracts on the Law

Article

Even though they are still largely theoretical, smart contracts are being hailed as a force that will disrupt a number of industries, write Mark Hines and Niklas Holmberg of Gowling WLG in a post on Lexology.com.

Without a Disclaimer, Employee Handbook May Create a Contract

Article

Employment manuals may constitute binding contracts between employees and employers provided all necessary elements of an implied contract are present.

‘Belt and Suspenders’ Overreach in Contracts May Prevent Satisfaction

Article

Often, drafters opt for a “belt and suspenders” approach, which is not only a terrible fashion faux pas but may result in an overreach nullifying the effectiveness of the risk management strategy.

Burst Pipeline? Bankruptcy Court Rules Sabine Can Reject Midstream Contracts

Article

A judge has ruled that Sabine Oil & Gas Corp. has satisfied the standards for rejection of several gathering and handling agreements between Sabine and its midstream counter-parties.

Arbitration Provisions, Unconscionability, and Employment Contracts

Article

In a recent California contract case, a court found the agreement in question was found to be unconscionable in places, but that didn’t doom the arbitration provision contained within it, writes Stacey Lantagne in ContractsProf Blog.

Read This Before You Sign Any

Contract

Article

A coalition of lawmakers led by Senators Patrick Leahy and Al Franken have introduced legislation to strengthen worker and consumer protections against binding arbitration.

Handbook Contract Disclaimers & Mandatory Arbitration Policies

Article

A New Jersey court recently used the so-called contract "disclaimer" language in an employer's handbook to preclude the employer from enforcing a mandatory arbitration program contained in that same handbook, reports Kevin C. Donovan in a Wilson Elser client alert.