

Volume 5 Issue 1 | May 2013

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### NAMWOLF Regional Meeting San Diego, CA



The NAMWOLF 2013 Regional Meeting, formerly known as the Business Meeting, was held at the super cool Hard Rock Hotel on February 10-13, 2013. The 2013 Regional Meeting had great events and took place in the heart of San Diego's Gaslamp District:

- Sunday afternoon, law firm leaders met in a highly interactive Law Firm Member Forum entitled "When to Grow and When to Shrink Your Firm."
- The meeting really kicked off Sunday evening with a Rock-Star themed party by the pool that featured a tattoo artist. Luckily, the tattoos were timed to vanish by Tuesday afternoon; just in time for the trip home.
- Monday morning started off with a panel on California's Supplier Diversity Program and how it can be expanded to other states.
- The Monday lunch program was literally an All-Star panel of General Counsel from the Sports and Entertainment industry who regaled the audience with tales from baseball fields to television studios.
- Monday afternoon CLEs focused on the BYOD (Bring Your Own Device) revolution and its impact on corporate employment and privacy issues and a cutting edge panel on fighting off patent trolls and other defensive patent litigation strategies.
- At the Monday evening networking event, the attendees were treated to another evening of lively entertainment including roving salsa dancers.
- On Tuesday the NAMWOLF Alliances and Committees had a chance to meet and plan for the year.

*By Sonjui L. Kumar, Kumar, Prabhu, Patel & Banerjee - Atlanta, GA*

Join us in Minneapolis for the  
2013 Annual Meeting  
September 20-23, 2013  
For more information go to [www.namwolf.org](http://www.namwolf.org)





## **2013 Annual Meeting**

Make sure you Save-the-Date for NAMWOLF's 9th Annual Meeting & Law Firm Expo in Minneapolis, MN!  
The meeting will be held at the Hilton Minneapolis from September 21 - 25.  
We look forward to seeing you!

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## The CEO Says.... David Askew

Hello Members and Other Readers,

### Chicago Move

I am pleased to report that our move from Milwaukee to Chicago is complete. Since our founding 12+ years ago, we were located in downtown Milwaukee. Over the years, we experienced continued growth and the Board felt that moving our headquarters to Chicago would continue to enhance our profile and allow us to establish and nurture relationships with many of the companies and member-based organizations in the Chicago metropolitan area. We owe a substantial debt of gratitude to the firm of Gonzalez, Saggio, and Harlan for allowing us to share their resources since our founding.

### Goldman Sachs Partnership

Following up on a Goldman Sachs representative's attendance at our Atlanta Annual Meeting, we met with Goldman representatives in New York to discuss a new relationship. Deciding to take an unorthodox route to a partnership, Goldman agreed to partner with us on their 10,000 Small Business Mini Executive MBA Program (10KSB). An integral part of that Goldman's \$500 Million investment in small businesses is their "Legal Clinic". In cities throughout the country, our attorneys have partnered with Goldman lawyers and majority firm attorneys to provide legal assistance to business owners who receive investment and other business assistance from Goldman Sachs. "Thank You" to those attorneys in Los Angeles, Houston, and Cleveland, for participating in this program. We are pleased to report that Goldman Sachs has begun interviewing our firms for litigation, labor & employment, and transactional matters. We look forward to bigger and better results from this ongoing relationship.

### CEO Travels

I have had the pleasure of visiting with NAMWOLF firms throughout the country as I travel to meet in-house counsel for business development purposes. I've also spoken with many NAMWOLF lawyers who sought to introduce me to their contacts in cities where they are not located. It is because of your willingness to search your personal and professional databases, that I am spreading the NAMWOLF message throughout the land. I don't have enough room to report all the good results in this column, but as you read the emails requesting your credentials or

when an Alliance sends an inquiry, please know that our message is being heard and acted upon.

### The Most Effective Ways of Getting Hired By Companies

An in-house lawyer generally hires new counsel from NAMWOLF in four ways:

- A. Using our website;
- B. Calling or emailing me or the staff;
- C. Seeking referrals from other in-house counsel or firms; or
- D. In response to a business development pitch from a firm.



### Website

The NAMWOLF website has been completely overhauled and is much more interactive and comprehensive than the last version. Each firm has the ability (and **responsibility**) to create their own profile at the NAMWOLF site. This is of utmost importance because the "search" function then allows in-house counsel to use a key word search to identify counsel they need to hire. If you don't build out your firm profile and include the practice expertise of your lawyers, your firm will not be listed in the search result. Consequently, unless B,C, or D, above, occurs, you will **NOT** be hired for that particular matter. Jane Kalata can assist you in building your profile: [Jane\\_Kalata@NAMWOLF.org](mailto:Jane_Kalata@NAMWOLF.org).

Let's have 100% completion before the summer hits.

### Your Comments and Suggestions

As a membership-based organization, I seek to serve your interests and needs. Please don't hesitate to call or email me to convey your questions, suggestions or concerns. I look forward to hearing from you.

At Your Service,  
David

[David\\_Askew@NAMWOLF.org](mailto:David_Askew@NAMWOLF.org)  
312-933-9572, Mobile



**NAMWOLF Headquarters  
NEW ADDRESS/EMAIL/PHONE**

1016 W. Jackson; Suite 306  
Chicago, IL 60607  
Tel: 312.733.7780  
[info@namwolf.org](mailto:info@namwolf.org)

David Askew  
CEO/General Counsel  
[david\\_askew@namwolf.org](mailto:david_askew@namwolf.org) | 312.933.9572

Yolanda Coly  
Director of Advocacy & Development  
[yolanda\\_coly@namwolf.org](mailto:yolanda_coly@namwolf.org) | 312.545-7327

Jane Kalata  
Director of Events & Marketing  
[jane\\_kalata@namwolf.org](mailto:jane_kalata@namwolf.org) | 312.545-8120


Sherisse Rodriguez  
Office Manager  
[sherisse\\_rodriguez@namwolf.org](mailto:sherisse_rodriguez@namwolf.org) | 312.733-7780

Samantha Surillo  
Communications & Membership Coordinator  
[samantha\\_surillo@namwolf.org](mailto:samantha_surillo@namwolf.org) | 312.545-7411

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## Corporate Member Spotlight: Altria Group, Inc.

*By Marquette Robinson, Thacker Martinsek, LPA, Cleveland, OH*

 Altria Group, Inc., ranked 156 in the Fortune 500, has several operating companies, the most prominent of which are Philip Morris USA, Inc. (the largest tobacco company in the U.S. with about half of the U.S. cigarette market's retail share), U.S. Smokeless Tobacco Company LLC (the leading producer and marketer of smokeless tobacco in the U.S.), and Ste. Michelle Wine Estates Ltd. (ranked among the top-ten producers of premium wines in the U. S.). The first core tenet Altria follows to achieve its Mission, which is "to own and develop financially disciplined businesses that are leaders in responsibly providing adult tobacco and wine consumers with superior branded products," is to invest in leadership. To achieve its Mission, Altria established a set of goals to guide its businesses. Those goals include "attract[ing], develop[ing] and retain[ing] diverse employees at all levels."

Altria has achieved demonstrable success in both its internal and external diversity initiatives. Altria currently employs about 9,000 employees in the United States and Puerto Rico, 36% of which are women and 31% of which are people of color. The effort to develop diverse talent extends, not surprisingly, to the law department. There are about 130 employees in the law department. Of those, 24% are people of color and 65% are women. While Altria's core outside counsel law firms are historically large, majority law firms, Altria is nevertheless committed to achieving its supplier diversity goals. Altria began by requesting that diverse attorneys within those large law firms be assigned to Altria's matters. However, that did not produce the broad results Altria had hoped for. Instead of assuming the situation was incurable, Altria began to expand its diversity efforts, joined NAMWOLF and other similar organizations, and has initiated several innovative programs to help increase its legal supplier diversity. These aggressive and unique initiatives reflect Altria's commitment to diversity. "These programs show our investment," Kamran Q. Khan, the Chair of Altria's Law Department's Diversity Committee, explained, "it's not just talk for us. It shows that we really think about the development of diverse lawyers to do our work."

### Second Chair Trial Lawyer Program

It's a known fact that trial lawyers are becoming an increasingly rare breed as fewer and fewer cases go to trial. Unlike many other companies, however, Altria



Altria

does take cases to trial on a consistent basis. "There aren't a lot of first-chair trial lawyers, let alone diverse first-chair trial lawyers," Khan explained. So, Altria asked its core firms to identify and nominate diverse, junior attorneys with first chair potential to participate in a three year long skills development program. Altria currently has 10 participants, all of whom have some trial experience, but not significant first chair experience. "The idea is, over the next three years, to give these lawyers NITA style programs, voir dire and jury exercises, as well as soft skills training, like negotiation skills. The plan is to give them the opportunity to try cases for us, indeed some of the participants have already received second-chair trial roles." Through this program, Altria is keeping the pressure on its existing firms to hire and develop diverse attorneys.

### The Altria Trial College

Since 2009, Altria has held weeklong trial colleges, typically once or twice a year. The company invites 10-15 established trial lawyers to participate and be observed by Altria's in-house counsel and outside consultants. At the trial college, lawyers, either at existing firms or firms who do not work on Altria matters, demonstrate their trial skills and ability to handle the law and facts related to Altria's litigation. At the end of the program, Altria identifies participants who are a good fit and hires them to try its cases.

From there, Altria will ask its core outside counsel in the majority firms to partner with diverse attorneys from other firms, many identified through the Altria Trial College, who have not previously done work for Altria. Khan, explained, "What we try to do is pair up lawyers who have not previously done work for us with some of our existing lawyers in our core firms to create a virtual law firm. They are

*(Continued on page 7)*

## Corporate Member Spotlight: Altria Group, Inc. (con't)

(Continued from page 6)

then asked to develop and try a case together.” This approach allows Altria to test new relationships while having the comfort of knowing that its usual counsel is also on the case. Most importantly, this opens the door for diverse attorneys by giving them the opportunity to not only work with Altria, but to do so with co-counsel who is intimately familiar with the industry and Altria’s litigation preferences. When asked whether there was pushback from the core majority firms, Khan explained, “One thing we are really good about is impressing upon our firms that in order to do Altria work, you have to play well with others. They know and respect that philosophy.. So there hasn’t been as much pushback as you would expect.”

### Beyond the Numbers and Into the Long Term

Altria also has constant conversations with its outside counsel about diversity. Khan explained that the challenge is to figure out “what to do next. A commitment to diversity just isn’t good enough. If you look at the national statistics on this, the needle hasn’t moved as much as we’d like. Particularly for minority women within large law firms, the statistics are pretty deplorable. So, one of the things we recognize is that a “commitment” is not good enough. Just talking to us about a “commitment” isn’t going to get the job done anymore. The reality is, our firms have to be diverse. We are making demands, developing programs, and pushing initiatives that help take the commitment from idea to reality.”

Altria’s efforts have paid off and increased the numbers of minority and women attorneys handling Altria matters. But, as anyone with experience in the legal field will tell you, the numbers don’t always tell the whole story. Altria requires firms to provide both quantitative and qualitative information about the attorneys who handle Altria matters. Altria is not only interested in the minorities and women that worked on Altria matters (although that is important), Altria also wants to know: (1) what its outside counsel are doing to introduce more diverse attorneys to Altria work, (2) what the firms’ succession plans are with regard to diversity, (3) whether and at what rates diverse attorneys are elevated to partner status, (4) whether diverse attorneys serve on the management committee, and (5) how origination credit for Altria matters is awarded. Altria uses this information to not only track the development of the diverse attorneys who handle its matters, but also to

encourage the firms to retain, train, and promote diverse talent. Altria shares its outside counsel’s diversity reporting back to the firms in a blind fashion. “Each firm is told how they stack against their competitors. We think a little competition is good in this area.”

### NAMWOLF

The surest way to get onto Altria’s radar, according to Khan, is to tout your legal skills in the Courtroom: “One of the things that we have a specific need for is first chair, diverse trial lawyers. If you fit that mold, there is a potential opportunity there for us to partner. That is a specific need that we have been seeking to fulfill.” Altria has been looking for experienced trial lawyers who can practice in some of its highest volume locations, such as Florida. Altria has even sent its in-house counsel to observe the trials and substantive hearings of new, potential outside counsel. Altria expects its outside counsel to be its partners and hopes for long terms relationships and successes. They expect their counsel to conduct themselves with the utmost professionalism and live by Altria’s governing mission and values. Altria currently works with NAMWOLF firms, such as Gonzalez Saggio & Harlan. Michael F. Sieja, who has been with Altria for 10 years and recently transitioned to the Marketing Practice Group from the Litigation Practice Group, attended his first NAMWOLF conference this year. He enjoyed NAMWOLF: “It was a terrific experience for me. I was very impressed by the energy of the people, the quality of the attorneys that I met. It was a wonderful experience for me. Both Khan and Sieja believe NAMWOLF is the ideal partner for any corporation committed to the retention of quality, outside diverse legal talent and look forward to continued partnering and future successes with NAMWOLF firms.”

THACKER MARTINSEK<sub>LPA</sub>



Marquettes “Marqui” Robinson is a shareholder in the Cleveland office of Thacker Martinsek LPA where her practice focuses primarily on corporate litigation, class action defense, and professional liability defense.



## 2013 Regional Meeting Photos —San Diego, CA



R Delacy Peters & Janice Brown



Emery Harlan, San Diego Mayor  
Bob Filner & David Askew



Carla Fields, Christine  
Reinhard & Shannon Schmoyer



Roger Ruger, Sandy Sakamoto,  
Phillip Cha



Richard Ruger, David Askew,  
Justin Chang & Ed Goines



Dan Fleming, Troy Priest,  
Linda Wong, Elio Martinez



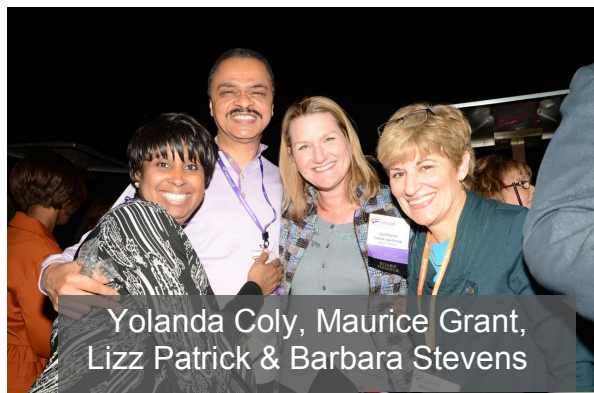
Stacey Austin, Ace Aldena,  
Bernard Gugar, Sheryl Axelrod



Cisselon Nichols Hurd, Law  
Students & Vickie Turner



## 2013 Regional Meeting Photos —San Diego, CA



Yolanda Coly, Maurice Grant,  
Lizz Patrick & Barbara Stevens



Kim Myrdahl & Jason Brown



Amy Miletich and Cynthia Bivins

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## Instagram's Terms of Use and Privacy Policy Controversy: 3 Takeaways For Your Company

By Ashley Kenney of Griesling Law - Philadelphia, PA

Social media's popular newcomer Instagram reportedly lost 8 million users when the public recently got wind of the site's updates to its Terms of Service and Privacy Policy, the disclaimers that tell users what they can do on the site, and what the site can do with their personal information. As illustrated by the Instagram episode, these often overlooked policies are important. The most controversial change was a provision explicitly permitting advertisers to pay Instagram to display a user's likeness and content in connection with advertisements, without compensation to the user. The change suggested, for example, that Instagram could sell a photo of a user eating fast food to be used without the user's consent, in an advertisement for a fast food restaurant. Instagram reverted back to its original content-use provision after succumbing to intense public pressure. Ironically, the previous provision in the Terms of Service, which had received little attention, already permitted Instagram to align user content with advertisements. It simply made no mention of non-compensation to the user. In response to the changes, a federal lawsuit<sup>1</sup> has been filed alleging that the site is "taking its customers' property rights," by requiring them to forfeit their accounts if they do not agree to the new terms. Instagram is further accused of violating California's Right of Publicity statute since the new terms allow Instagram to "knowingly use Plaintiff and the Class' names, photographs, or likenesses to directly advertise or sell a product or service." Despite the claims, Instagram's CEO Kevin Systrom maintains it was never Instagram's intent to sell photos to advertisers. The public's strong reaction to Instagram illustrates the importance of a carefully drafted Terms of Service and Privacy Policy, and corporate compliance with those terms and applicable law. The episode further illustrates the PR issues that may accompany an abrupt, unilateral change to such policies by a company. While companies must take advantage of the opportunity to engage their consumers via websites and

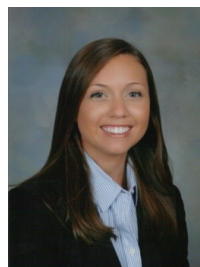
social media, it is crucial that they take the necessary steps to avoid legal challenges and damaging PR in this largely uncharted territory:

**1. Before using any marketing materials in any media, obtain copyright, trademark and publicity clearances.** Ensure corporate compliance with copyright, trademark and right of publicity by designating personnel to review company websites, social media sites, smartphone apps, marketing materials, photographs and promotional videos for violations. Review agreements to ensure that the company owns key content and has obtained any necessary licenses and permissions. Even use of a famous phrase or image may give rise to a claim.

**2. Adopt a candid approach with users on corporate sites.** As exhibited by the Instagram scenario, sneaky, ambiguous revisions to terms and sudden changes to user privileges may invite a backlash and worse, legal action. When revisions are necessary, alert users of all the changes and provide a clear, honest explanation for the changes.

**3. Use social media to your advantage in addressing public outcry.** Companies can benefit from the hyper fast world of social media by harnessing their own social media platforms to send the message that they sincerely desire to correct any missteps. It is not clear that Instagram rose to that level of responsiveness, and as a result there is still plenty of user skepticism and attrition from the service.

GRIESING LAW LLC



Ashley Kenney, the newest member of our Firm, concentrates her practice in intellectual property and business litigation, principally in the areas of hospitality, sports and entertainment. She also represents clients in transactional and employment matters.



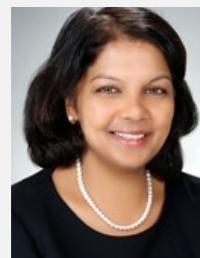
## Doing Business in Asia: Tips for Legal Practitioners

By Young Jun Kim, Partner LKP Global Law - Los Angeles, CA and  
Sonjui L. Kumar, Partner, KPPB Law - Atlanta, GA

As a U.S.-trained lawyer representing clients in cross-border transactions, whether they are Asian clients completing transactions in the U.S. or U.S. clients entering Asian markets, we share the following tips:

1. Cultural sensitivity. It sounds like a cliché, but it's true! We have to constantly remind ourselves to be sensitive to the cultural differences in Asian societies. Hierarchical expectations among colleagues and other parties will usually play bigger roles in Asia than in the U.S. For example, in Korea, one always addresses a person by company title and his/her last name (e.g., Vice President Chang) and never by first name.
2. Understand the local deal customs. Recognize that certain transaction structures and deal practices in Asia are different from the U.S. For example, company disclosure documents in Korean corporate finance deals are often drafted by the bankers or other non-legal professionals, whereas in the U.S., such documents are almost always drafted by legal counsel. Also, because of local legal requirements and/or past precedents, certain deal structures that are rarely used in the U.S. are popular in Asia. Choosing a transaction structure familiar to locals may enhance the chances of its success.
3. Be flexible. This means being flexible in how the legal documents are prepared, but also being willing to have more face-to-face meetings and sharing of meals (and drinks) than are customary in the U.S.
4. Be patient. A successful cross-border transaction requires advance planning and patience. If proper guidance is not provided, local co-counsel may perceive the matter very differently from you. Also keep in mind the extra effort required for time differences, translation issues, formalities of notarizing documents, transfer of funds approvals etc.
5. Savor the differences. Despite some of the challenges of doing business in Asia, some of our favorite deals have been cross-border Asian deals. We often feel that being able to navigate the different business cultures and legal regimes is rewarding. We've also made some very good friends in Asia along the way.
6. Be prepared. Do get to know the country and/or the marketplace that you are entering or doing business in. Talk to other companies like yours that are already there. Engage a local firm to help you with your most critical functions. Hire a consultant if necessary. Language, religion, gender issues and knowledge of current politics is key. You can spend the time up front or later when it's a problem.
7. Visit. There is no substitute for knowing your buyer, seller, customer, vendor or employee in person. Plus, most cultures still prefer to look their partners in the eye and over a cup of coffee.
8. Learn some of the local language. It is not only smart but polite to learn the language of the people you are doing business with. If time is a factor at least learn enough to say hello, goodbye and order a meal.
9. Put together a multi-cultural management team. Your team will have more life experiences to bring to the table and the different backgrounds will foster creativity.
10. Have fun and enjoy the rewards of globe trotting. Create opportunities to share culture, such as festivals, international lunches, film screenings, music, or heritage events with your business associates. When you travel outside the USA say "yes" to city tours with your clients, unusual foods, or chats with taxi drivers.

Young Jun Kim, partner in the corporate transactional practice group, has practiced corporate, securities, mergers and acquisition, and intellectual property law since 1994.



Sonjui L. Kumar is a founding partner of Kumar, Prabhu, Patel & Banerjee, LLC. Ms. Kumar is a corporate transactional attorney. A significant amount of Ms. Kumar's practice is focused on cross-border transactions with India.

**KPPB LAW**  
KUMAR, PRABHU, PATEL & BANERJEE, LLC



## Recent Changes in Employment and Labor Law

By Lori Rittman Clark, Of Counsel, Schwartz Hannum - Andover, MA

Each year brings significant developments in employment and labor law, and 2012 was no exception. Following are summaries of some of the most significant developments in the past year:

1. The National Labor Relations Board ("NLRB") continued to take the position that many standard provisions in employers' social media policies violate Section 7 of the National Labor Relations Act ("NLRA") because they are overbroad and/or vague and therefore infringe on employees' right to engage in "protected concerted activity." Even non-union employers are covered by Section 7 of the NLRA, so the NLRB's statements on this issue are relevant to nearly all employers.

2. The NLRB opined that at-will disclaimers suggesting an iron-clad at-will relationship that cannot be modified violate the NLRA, because such disclaimers purport to nullify employees' right to negotiate collectively to change their at-will status. By contrast, the NLRB has approved at-will language providing that an at-will relationship may be altered under specified circumstances (e.g., through a written document signed by an officer of the company).

3. The NLRB found that an employer violated the NLRA by maintaining a policy requesting that employees maintain confidentiality during all internal investigations. According to the NLRB, before requesting that employees not speak to one another about an ongoing investigation, an employer must make an individualized determination that the circumstances of the matter (such as a need to protect witnesses or prevent a cover-up) warrant a request for confidentiality. 4. The Supreme Court's decision upholding the Patient Protection and Affordable Care Act ("PPACA") means that employers with 50 or more employees need to ensure that their health insurance plans and policies are compliant. Effective in 2013, employers must:

i) Provide a summary of benefits and coverage upon application, enrollment and re-enrollment in the plan. Employers must also provide a notice of material modifications describing plan changes 60 days before any modifications are effective.

ii) Limit flexible spending account contributions by an employee to \$2,500 per year.

iii) Report on the value of health care coverage for 2012 Form W-2s. (There is an exemption for employers with fewer than 250 2011 Form W-2s).

(iv) Provide written notification to employees by late summer or fall of 2013 regarding the existence of health insurance exchanges and the employer's loss-sharing plans. There are additional changes that will become effective in 2014, as well as changes that have uncertain effective dates.

5. December 31, 2012, was the deadline for employers to modify existing severance agreements and other employment documents to bring them into compliance with Internal Revenue Code Section 409A, which governs deferred-compensation arrangements. If an agreement requires an employee to sign a release or other document in order to receive deferred compensation, but does not specify a time period during which that document must be signed, then the agreement may need to be amended to comply with Section 409A. Failing to do so could result in substantial tax penalties for employers and employees. 6. Finally, the Equal Employment Opportunity Commission ("EEOC") issued a formal Guidance regarding employers' use of criminal background information in employment decisions. The EEOC's Guidance cautions employers to avoid bright-line prohibitions on hiring applicants with criminal convictions, and to conduct individualized assessments before disqualifying applicants based upon criminal history.



Lori Rittman Clark is Of Counsel at Schwarz Hannum PC, which represents management in labor and employment, business immigration and education matters.



## Crafting Statements of Work

By Reiko Fever, The Patrick Law Group, LLC - Atlanta, GA

Companies' ongoing efforts to streamline sourcing processes have led to the increasing use of master agreements and associated statements of work ("SOW"). The intent is to negotiate many, if not all, of the substantive terms of the purchaser/supplier relationship once in connection with the master agreement, and to effect actual purchases of services or goods using individual SOWs which follow a relatively standardized format. Theoretically, this strategy enables a company to maximize both its legal and procurement resources. Practically, success depends largely on the training and experience of the team responsible for the initial drafting of the SOW.

Fortunately, even a little training time focused on the objectives and key terms of a strong SOW can produce large returns and help actualize the efficiency promises.

### The Objective

At base, an SOW (used here generally to include order forms or other similar agreements) sets out the services/goods being provided/purchased, standards of performance or specifications, pricing, scheduling, and other service or good specific considerations. A well drafted SOW will minimize confusion and conflict between the two parties and facilitate the achievement of the underlying business objective.

### Key Terms

#### *Description of Services/Goods*

Often, there is need for flexibility in the description of services. However, if there are definite, minimal services, then these should be set out as clearly as possible. Certainly, with respect to goods, the SOW should identify specifically.

#### *Acceptance/Performance Criteria*

If not identified in the master agreement, then the SOW should set out standards of performance, service levels or other acceptance criteria, as well as any specific manuals, practices or procedures with which the supplier is expected to comply. Additionally, the SOW should address any purchaser remedies such as liquidated damages or credits for supplier's failure to meet such standards or criteria.

#### *Price, Timing of Payment and Resolution Processes*

Pricing and timing of payment often are not specified in the master agreement. In these situations, the SOW sets

out the specific fee arrangement: lump-sum, inclusive of all materials or equipment, time and materials, or another arrangement. As well, the SOW should identify the timing of payment – will it be upon final acceptance or at identified milestones – and set out a resolution process (if not in the master agreement) to address cost overruns or significant changes in the scope of work.

#### *Schedule*

If the services or goods are time-critical, then the SOW must set out deadlines and any remedies available to the purchaser for supplier's failure to meet such deadlines.

#### *Term*

The SOW should establish a commencement and termination date. Same or similar services or goods may be contracted for in the future, but the purchaser and supplier may not desire that a defined set of terms continue to apply for an indefinite time period.

#### *Additional Terms*

The SOW may set out any personnel key to the project; any purchaser obligations; reporting due from the supplier; variations of warranties given in the master agreement; or other service or good specifics that require substantive variations of the master agreement.

A note of caution: use care to ensure that the SOW does not inadvertently modify terms in the master agreement. If the SOW addresses areas that are also covered in the master agreement, then the SOW should clearly state whether these are intended to be superseded or augmented.

## PATRICK LAW GROUP, LLC



Reiko Fever is Of Counsel with Patrick Law Group in Atlanta, Georgia. She has practiced commercial transactional law in both domestic and international environments as both a private practice and in-house attorney.

## NAMWOLF Newsletter Committee

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The NAMWOLF Newsletter is completely formatted with hyperlinks so you can link to a person, firm or company by clicking on the name, photo, logo or event with the Control (Ctrl) button...

For ease of reading, other than the box to the right, we've removed the color/underlined link look!

## NAMWOLF Newsletter/ Website Submissions

Please send **newsletter submissions** to the editor, Sonjui Kumar, skumar@kppblaw.com, in Word, Arial, 10 font, single space. Please limit substantive articles to 550 words. Photo, logo and a short bio (2-3 sentences) should accompany the article. Photos/logos need to be .jpg equivalent at 300 DPI. Deadlines are as follows:

**2nd Quarter 2013: May 31, 2013**

NAMWOLF now features member law firm successes & announcements on its website at Emerging Trends and sends out these notices on Twitter and Facebook.

Please send **announcements & successes** to jane\_kalata@namwolf.org in Word, Arial, 10 font, single space and limited to approximately 350 words. Photo and logo submissions should accompany the announcement/awards and need to be jpg equivalent at 300 DPI. A link to the article at your firm's website is also suggested.







One of the many benefits of being a part of NAMWOLF is the ability to leverage our partnerships to improve your business. With that in mind, NAMWOLF is proud to announce a new relationship with UPS that provides outstanding shipping discounts for our members. Through the UPS Savings Program, you can now save up to 26% on air, international and ground shipping.

For complete details or to sign up, [click here](#) or call 1-800-325-7000.

**Save more. And get more for your business.**

Along with the savings, you'll have the power of logistics on your side. You get outstanding reliability, greater speed, more services and innovative technology. UPS guarantees delivery of more packages around the world than anyone, and delivers more packages overnight on time in the US than any other carrier, including FedEx. Simple shipping. Big savings. That's logistics.

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Once you're signed up, using UPS is simple. Packages can be processed from the "Shipping" tab after logging into [ups.com](#)<sup>®</sup>, and they can be dropped off at any of our 61,000 drop-off points, including approximately 4,800 neighborhood locations of The UPS Store<sup>®</sup>. If you can't drop off your package, scheduling a pickup has never been easier. Call 1-800-Pick-UPS<sup>®</sup> or click on the "shipping" tab at [ups.com](#) to schedule your same-day or future pickup.

**Make the most of technology tools to stay informed.**

Once your package is shipped, always know where it is by using Quantum View Notify<sup>®</sup>. With this time-saving service, you can receive notifications when packages are picked up, when they are delivered and when there are exceptions. Exception notifications let you know when and why a package may not meet its original scheduled delivery date, and will provide you with a rescheduled date of delivery. These services and more are available to National Association of Minority & Women Owned Law Firms members. [Enroll today!](#)



# Connex Intl

## Solutions for NAMWOLF Members

It's no secret as a legal professional today you are forced to have an "always-on" mentality. You may be faced with greater pressures and challenges than ever before. Your time is a precious commodity – one that you can't afford to lose. Connex Intl, a certified woman owned web and audio conferencing partner has flexible and personalized solutions to help you throughout your business day.

**MeetNow® Reservationless Audio Conferencing** allows you to conference with your staff, customers, colleagues, prospects and vendors at a moment's notice, 24/7. Never make a reservation, never pay a cancellation fee.

You have the flexibility to hold a meeting with up to 125 participants anytime, anywhere.

- › Dial-in number with toll-free access
- › Billing Code feature to help simplify your client invoicing process and accurately track billable services
- › Recording feature with enhanced services
- › Volume control, including muting and unmuting capabilities
- › Unique Access Code and Host Security Code
- › Post Conference Summary (PCS) reports via email

**Adobe® Connect™ Web Conferencing** makes it easy to increase productivity and profitability by collaborating with partners, clients and peers on legal documents in real-time resulting in reduced time and money spent traveling. Adobe offers the ability to personalize your meetings with a logo, modular pods and a unique meeting URL that's easy to remember!

- › Host meetings with up to 100 participants
- › Flash technology is consistent across all operating systems, and a free mobile app allows participants to join an Adobe meeting from mobile devices
- › Integrate your MeetNow account as well as Outlook® or Lotus Notes®
- › Unlimited storage for documents and recordings to help streamline the deposition process
- › Share multiple webcams
- › Conduct Q&A or polling sessions, chat and enable participants to share content

**Connex360 Online Account Management Portal** is an exclusive web portal to enhance your Connex experience. From the dynamic interface to the simplified navigation, Connex360 was created with you in mind. Enjoy an integrated Message Center, access to PCS archives, and administrative management of your own MeetNow accounts.

Because Connex360 automatically integrates with your MeetNow account, the Launch Zone tool gives you the ability to launch, view and manage your conference online.

- › Easily dial out to yourself or any of your participants
- › Enhanced controls for mute/unmute and volume levels
- › Create and manage breakout sessions using the subconference feature
- › Lock and unlock the conference for added security



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*NAMWOLF has partnered with Connex Intl, who has been successfully supporting law firms for 30 years, to bring solutions to you, NAMWOLF members, at discounted rates. They get the big picture and work with you to develop convenient, cost-effective solutions that really work.*

*And the best part – as a NAMWOLF member with the new Connex Referral Program, 5% of your audio conferencing spend over the course of the year with Connex will go back to the NAMWOLF organization.*

*To learn more about the NAMWOLF Referral Program, [click here](http://www.connexintl.com) to sign up now!*



50 Federal Road  
Danbury, CT 06810

866.243.6166  
[www.connexintl.com](http://www.connexintl.com)