

# blrs

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## Technology and the Law Discussion

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### Questions

There is a couple of aspects of employment agreements, some of which are most helpful while others are least helpful. The most useful aspects of employment agreements include job information, compensation benefit, classification of employees, and confidentiality agreement. Job information gives details of the title of a job and department that employees will work with. It helps explain the evaluation of performance. Compensation benefit helps outline the annual salary of employees, pay rise and bonus to be obtained. The confidentiality agreement helps protect top secrets and client's data. The least helpful aspect is technology privacy, requirement after termination and

### Questions 2

In my own career, the employment agreements are being used for the benefit of protecting the entire business organization. The employer is using it to protect the business while at the same time ensuring employees are working in very suitable employment, thus serving the interests of both employees and employers.

### Question 3

In this employment agreement, there are parts that concerned me. One of the parts is employee classification. The employment agreement is such that the provision of the employment contract seems to be replacing understanding of standard hiring between my employer and me. This is so because, according to Withrow (2019), the pre-existing relationship between employer and employees that in detail, spells out the most critical element of the employment agreement.

### Questions 4

I have ever signed an agreement of this kind of agreement in the past. Having signed it, I was told it would work as a "Standard Form" that showed the relationship between employee and employer. Besides, this form thoroughly stated in details salary, work schedule, confidential information restriction, vacation allotment and benefits as well as rights, and obligation of employer and employees

#### Question 5

The most attractive aspects of consulting and development agreements, as presented in Legal Guide to Web & Software Development is service and compensation. This aspect requires the consultant to agree on offer services to a company and interns; the company agrees to pay for the services provided by the consultant. The least attractive is non-solicitation. This provision seemed silly to me as it required that, during the term of the contract, the company should not offer employment to any other consultant. If this is unwithstood, employee salary will be withheld or solicited.

#### Question 6

The consulting and development agreement seems helpful due to the flowing reasons. Firstly, it describes the services and informs all the potential customer's services offered and those that are not offered by a company. Secondly, it clarifies payments as well as terms of payments by informing clients the amount chargeable to them, and this brings clarity.

#### Question 7

The company's trade secret is a provision that I should be mindful of when signing this agreement. This provides a guideline on who should sign the employment agreement. All workers might be

able to access the secrets of the business but based on priority. The provision of the company top-secret requires that all employees know their duties and the company's trade secret and must keep them. Violation of such provision is a breach of contract.

#### Question8

The consulting agreement is being used to show the scope of work by outlining services provided by a consultant, including the specification of terms and length of service. Besides, consulting agreements are being used to govern an event resulting from a breach of agreement, as stated I the "Breach of contract Clause."

#### Question 9

In the future, I see custom development software agreements being used in setting out terms to be followed by developers in selling and transferring customized software to customers. This will involve incorporating the custom software into its services in the future.

#### Question 10

I would not feel comfortable preparing such agreements due to contract management challenges. Besides, I am yet to be licensed to practice law. Therefore, since Attorney is licensed to such practice, the law will be needed to prepare the agreements. Finally, I have been thinking of selecting Attorneys from a typical firm, be they partners, employees, or independent contractors of a firm.

Jonathan. B (2009). How fair use prevailed in the Harry Potter lexicon Case.

Withrow c (2019). What Are the Basic Elements of the Employment Contract?

<https://smallbusiness.chron.com/basic-elements-employment-contract-15518.html>

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