

Wake Forest University School of Law
Community Law and Business Clinic



WEALTHWORKS
VALUE CHAIN
BUSINESS LAW **GUIDE**

About the Authors

The Wake Forest School of Law Community Law & Business Clinic (CLBC) is a clinical education program launched in 2009 at Wake Forest University School of Law that provides law and graduate business students with an opportunity to develop skills needed to practice in the increasingly complex legal and regulatory environment they will encounter as professionals. CLBC has been providing guidance in legal matters to WealthWorks coordinators and coaches since 2010. For more information, please visit <http://community-clinic.law.wfu.edu/>.

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This guide has been produced in response to the experiences of early adopters of WealthWorks with fundamental legal issues that have arisen in the course of exploring and constructing WealthWorks value chains around the country. We hope that this guide and its companion volume, *Formalizing Your Business*, will help smooth the path for WealthWorks coordinators and coaches as they pursue the hard work of changing market systems so that they include and benefit people and places that have been economically marginalized. For more information about WealthWorks, please visit www.wealthworks.org.

WealthWorks Value Chains and the Purpose of this Guide

This guide is one of two pieces written to assist you as a WealthWorks value chain coordinator or coach in working with businesses and demand partners that are part of WealthWorks value chains. The other guide is called **Formalizing Your Business** and provides basic information on the variety of legal forms a business can take and the pros and cons of each. Taken together, these guides provide basic information on some of the common legal issues related to the business of value chain construction and operations. Neither guide should be viewed as a substitute for legal advice.

WealthWorks is a twenty-first century approach to economic development that links community assets with market demand for sustainable livelihoods. A WealthWorks value chain is a coordinated network of business partners that work together for mutual benefit to provide products and services in response to market demand. WealthWorks value chains are: 1) organized to deliver a range of values such as transparency, environmental benefits, and social benefits that matter to buyers; 2) intentionally inclusive of people and places that have been economically marginalized; and 3) committed to creating multiple forms of wealth that stick for those that have been excluded from the mainstream economy. The types of wealth built by WealthWorks value chains include natural, social, intellectual, individual, built, cultural, political, and financial capital.

Many WealthWorks value chains address demand in specific sectors like tourism, agriculture, health, arts, energy, and housing. The businesses participating in value chains are affected by federal and state laws that pertain to the sectors in which value chains operate. There are specific laws and agencies that set guidelines for certain sectors and will dictate what businesses that operate in those sectors can and cannot do. Examples of government regulation of certain industries, sectors or activities include the Securities and Exchange Commission's regulation of banks, OSHA's regulation of workplace safety, and state departments of health regulation of food processing. It is VERY important to understand the laws that apply to the specific sector that your value chain operates in, and the sectors of the partners you work with in the value chain. That said; this guide is not designed to walk you through sector-specific laws. This guide is designed to have a more universal application, so that any value chain in any sector can relate to the legal issues discussed herein.

It has been the experience of WealthWorks value chain coordinators and coaches that certain legal issues tend to arise with some regularity at certain points during the value

chain life cycle. It can be extremely disruptive to the regular operations of a value chain for an unanticipated legal issue to arise. Coordinators who can anticipate these legal issues BEFORE they arise can save time and money, and can prevent the deterioration of goodwill between value chain partners and customers. This guide is written to assist you as WealthWorks coordinators, coaches, and participants in anticipating these common legal and business issues you are likely to encounter at some point in the development of a value chain. These are a few of the basic issues that will very likely come up at some point in the development of your value chain:

1. What is a contract, and how do I know when we need a written one?
2. What can we do to mitigate my business risks?
3. *How will we know when we need to formalize a business structure, and once we make that decision, how will we know which option is right for any given business in the value chain?
*This question is addressed in greater detail in the [Formalizing Your Business Guide](#).
4. How can we protect the intellectual property developed by our value chain or the businesses within it?

It should be noted that there is not one single correct answer to any of these questions, and in the event that the decision is not clear it is always a good idea to consult an attorney. This guide, however, should give you a good overview of certain legal concepts and general guidance through typical legal situations that present themselves to most people operating in a business context.

Contracts

Our society is based on contracts. We enter into contracts every day. Contracts range from simple verbal agreements to lengthy documents with appendices, exhibits, and addendums. Contracts are part of any business, and you will need to know when you have a legally enforceable contract. Also, you will want to be able to recognize situations that may not require a formal contract, and ones that would benefit greatly from having a formalized document outlining the responsibilities of each party to the agreement.

A contract is formed when one person makes an offer and another person accepts. The offer must include an exchange of some kind, what lawyers call “consideration.” The simplest form of consideration is an exchange of money for goods or services, but consideration can take almost any form. A promise to do something or to refrain from doing

something is a common form of consideration. The important thing is that each party stands to get something, no matter how slight, out of the deal.

The law leaves it up to the parties to decide what adequate consideration is in any given transaction. If it turns out that one party made a bad deal, he or she will be stuck with it (unless it was the result of fraud).

The agreement also has to be definite enough that the parties know what is expected of them. Contracts usually specify the parties, price, goods or services exchanged, and the time of performance.

If you have an offer and acceptance that meets these requirements, then you have a “meeting of the minds,” and you have formed a contract.

How do We Know When We Need a Written Contract?

Some contracts can be made verbally, with a handshake. Handshake deals may have worked for you for years, at least with some of the people you deal with. But even the best relationships break down sometimes. And then there is almost inevitably a difference of opinion about what each party agreed to. It isn't necessarily that people lie, it's just that people tend to remember things in the light that's most favorable to them.

If you feel that signing a contract makes you vulnerable to the other party, imagine what not having a contract could mean. Generally speaking, you are much more vulnerable to the other party when you do not have a detailed agreement that outlines your rights and obligations. Contracts are designed to protect both parties and their interests, not to harm them. If you feel that the contract you're being asked to sign is unfair, you may need to walk away from the agreement, continue negotiations, or find an attorney that can negotiate on your behalf.

All of your business contracts should be in writing. You should also **read and understand** all contracts before you sign them. If you don't understand, you should insist on wording you do understand or on time to consult your advisors. It is extremely rare for a court to let someone out of a contract because he or she didn't read or understand it.

You should also insist on wording that accurately sets out what you've agreed to and what the other party has agreed to. Don't rely on the other party's oral promise to waive or change a written contract provision. If you sign the contract as it is, generally you're stuck.

Insist that the wording be changed or deleted so that it accurately describes your agreement. If the other party honestly intends to drop or change a written provision, then there's no reason why he or she should be reluctant to reword the contract.

Memorandums of Understanding

For those who do not feel comfortable entering into a legally binding agreement, memorandums of understanding, or MOUs, may be a reasonable alternative. MOUs are similar to contracts in that they outline an agreement for one party to do something for another party, but there is one major difference: they are not legally binding.

Generally, MOUs are used by government agencies. Where government agencies often function through a series of slow moving bureaucratic mechanisms, the process of legally binding the agency through contract can be slow to the degree that it becomes impractical. MOUs give the agency the flexibility to form agreements with outside entities without having to go through the channels that would be required if they were binding the government through contractual obligation. MOUs, however, are not exclusively a tool of the government; they can be used by anyone.

Certain issues to watch out for when using MOUs would be to make sure the language is adequately open ended. If an MOU is done incorrectly, that is, if it resembles a contract so closely that a court could interpret it to be legally binding, it will be treated as a contract. The best way to understand how to avoid this trap is to examine a template MOU used by a government agency. Below is a sample MOU, used by the Center for Disease Control (SEE SAMPLE MOU ON PAGE 29).

As you can see from the language in the sample MOU, it is important that the reader does not come away with the idea that the parties to this agreement have made a legally binding commitment. Inserting language such as "this MOU is not a commitment of funds" and "this MOU is at-will," makes it evident to anyone reading this agreement the parties who signed it did not intend to be legally bound.

Ideally, you would use an MOU when you want to have a semi-formal agreement with another party to a transaction, and you want to have the flexibility to deviate from the agreement. The reason for using a semi-formal instrument such as this may be that you are creating the terms of the agreement with the other party in real-time, where you are highlighting the major terms of the agreement with the understanding that the agreement is going to need to be fine-tuned. Another reason may be the uncertainty of either party's

future. For example, it may put you in a precarious situation to have an exclusivity agreement with a party that goes out of business a week after you make the agreement. In short, if there is uncertainty surrounding the terms of an agreement or the future of either party to the agreement, a memorandum of understanding may be the most appropriate option.

Types of Contracts

Buy & Sell Contracts

Probably the simplest form of a contract is a buy/sell agreement. One party agrees to sell item(s) at a certain price. The other party agrees to buy those items at that price. Thus a simple contract is formed. This agreement should be in writing and signed by both parties. You may want to have a simple contract on hand for transactions that you do on a regular basis. You can simply leave blanks for information that may change such as: name, quantity, sale price, and date.

Lease Agreements

Lease agreements cover many types of arrangements, but the primary concern in this section is with buildings, office space, or land. More than likely you or someone else in the value chain will be leasing space, perhaps a whole building. Perhaps you are already leasing.

Rights and duties are outlined for both the landlord and the tenant. It is a good idea to read these agreements carefully, because usually the minimum term for a lease is one year. Make sure that the terms are fair and the landlord is not taking advantage of your need for space. Landlords generally have a minimal level of maintenance they must maintain. Often a tenant is responsible for internal maintenance and the landlord for external. Look for exceptions that shift maintenance responsibilities to you.

Service Contracts

Service contracts provide for repair or maintenance for a specified period of time. A warranty is included in the purchase price of a product and usually is only offered when the product is brand new. However, you may wish to offer or take out a service contract depending on which side of the coin you are on. Make sure you read the service contract carefully, because that contract will spell out everything that is covered. If it is not in the

contract, it is not covered. It may be advantageous to purchase a service contract when you are buying used equipment, for example, and do not want the hassle of dealing with the repairs for a period of time. Also, you may wish to offer a service contract because it can provide a steady flow of income and reasonable predictability on the amount of repairs you will need to do.

These are just a few examples of the many types of contracts you may enter into. If you have any doubt about the terms of a contract, you should consult an attorney or someone else you trust before you sign it. Many times, the person will catch something you did not see initially. To help you familiarize yourself with a typical contract, below is a sample contract for the sale of goods (SEE SAMPLE CONTRACT ON PAGE 26); this is the most common type of formal contract. As with any contract, this contract for the sale of goods:

- Identifies the parties
- Describes the goods or services that are being bargained for
- Describes the rights of each party to the contract
- Requires a signature of both parties to the contract to be considered valid

Though our sample contract contains the basic components to a contract, depending on the complexity and nature of the agreement, a contract may have many other terms and conditions. For example, an employment contract would likely detail the length of time the contract is in force, rights of parties in the event of a breach, a confidentiality agreement, etc. Please consult with an attorney if there is a term in a contract that you do not understand.

Handling a Contract Dispute

As we've discussed earlier, one of the reasons contracts are so important is that detailing the rights and obligations of each party to an agreement can help avoid disputes between those parties. However, this is not to imply that contracts help you avoid all disputes. If the other party to the contract wishes to raise an issue with you regarding the terms of your agreement they will typically let you know in one of two ways: 1) they will contact you and explain the issue, or 2) they will file a complaint with the appropriate court and you will receive a summons.

In the first situation, where no legal action has been taken, it is generally a good idea to talk to the party with the issue. Most issues that come up in the regular course of business can be resolved much less expensively if parties take the opportunity to discuss them without involving the courts. Because attorney's fees and court costs can be very

expensive, and because court proceedings can be very disruptive to an operating business, formal legal disputes, if possible, should be avoided.

In the second situation, where legal action has already been taken, it is a good idea to speak with an attorney. Generally, attempting to tackle a legal dispute on your own where the opposing party has obtained legal counsel is a bad idea. Attorneys are professional negotiators, and are trained to be zealous advocates for their clients. Even if the issue is ultimately settled out of court, having a professional negotiator on your side with a good understanding of your legal rights can't hurt.

Mitigating Business Risk Through Insurance

The three main tools for mitigating business risk are through contractual agreements, which were addressed above; forming a business entity that limits individual liability, which is addressed below; and insurance. This portion of the guide sets out various forms of business insurance as well as some basic considerations when selecting business insurance. Generally speaking it is always a good idea to have basic liability insurance for your company. You never know when someone may be injured at your business or by your product. You will also want to protect yourself against the loss of equipment or inventory from fire, theft, etc. Insurance is available against virtually any risk, including the death of key employees or partners and embezzlement. Considering the multitude of available options, business owners must carefully weigh whether the cost of certain premiums will justify the coverage for a given risk.

General Liability Insurance

Many business owners buy general liability or umbrella liability insurance to cover legal hassles due to claims of negligence. These help protect against payments as the result of bodily injury or property damage, medical expenses, the cost of defending lawsuits, and settlement bonds or judgments required during an appeal procedure. Some policies include a provision requiring the insurance company to provide an attorney in case of litigation. The company gets to pick the attorney and pays him or her.

If you're operating your business out of your home, your homeowner's insurance will probably **not** cover your business. See the following section.

Home-Based Business Insurance

Contrary to popular belief, homeowners' insurance policies do not generally cover home-based business losses or liabilities. In fact, operating a business out of your home may negatively impact some of your other homeowner's coverage. Some homeowner's policies include a promise not to conduct a business in the home.

You should read your policy carefully and check with your insurance agent to determine if you need additional insurance for your business. In most cases you will find that, while your personal property is insured against loss, this coverage does not extend to equipment such as computers, fax machines, copiers, and printers used for business purposes. Also, your homeowners' liability coverage probably won't cover liability from injuries to employees or customers.

Home-based businesses will usually require additional and separate insurance.

Product Liability Insurance

Every product is capable of personal injury or property damage. Companies that manufacture, wholesale, distribute, and sell a product may be liable for its safety. Additionally, every service rendered may be capable of personal injury or property damage. Businesses are considered liable for negligence, breach of an express or implied warranty, defective products, and defective warnings or instructions. There are many types of business that would not need this type of insurance, but you should evaluate this type of insurance closely depending on the type of business you have.

Internet Business Insurance

Web-based businesses may wish to look into specialized insurance that covers liability for damage done by hackers and viruses. In addition, e-insurance often covers specialized online activities, including lawsuits resulting from meta tag abuse, banner advertising, or electronic copyright infringement.

Workers' Compensation

Many states require workers' compensation insurance for most businesses with employees. This insurance pays for medical expenses and missed wages for employees injured on the job. Insurance is generally not required for small business owners, independent contractors, domestic employees in private homes, farm workers, and unpaid

volunteers. But it can be tricky to apply these exceptions to particular situations. Check with your state's Insurance Commission to find out if your small business is required to carry workers' compensation insurance.

Insurance Against Crimes

No matter how tight security is in your workplace, theft and malicious damage are always possibilities. While the dangers associated with hacking, vandalism, and general theft are obvious, employee embezzlement is more common than most business owners think. Insurance against crimes and/or employee bonds can protect you against most losses like these. It should be noted that embezzlement insurance rarely covers more than about 10% of the loss; the best protection against embezzlement is good business practices, continual oversight of financial records, and periodic third party audits.

Business Interruption Insurance

Some businesses may wish to acquire insurance that covers losses during natural disasters, fires, and other catastrophes that may cause the operation to shut down for a significant amount of time.

Key Person Insurance

Some companies may wish to buy key person insurance. This type of coverage is usually life insurance that names the business as a beneficiary if an essential person dies or is disabled.

Malpractice Insurance

Some licensed professionals such as certified public accountants or lawyers need insurance protection against damages caused by the negligent performance of their duties or their failure to perform their duties.

What is a surety bond?

A surety bond provides a form of guarantee that you will complete the work that you have committed to perform. Often referred to as a performance bond, the surety bond guarantees that you have the financial resources to complete the job from start to finish. Through its Surety Bond Program the SBA can guarantee bid, performance, and payment

bonds for contracts up to \$2 million for small businesses that cannot obtain bonds through regular commercial channels.

When to Formalize Your Business Structure

When you start a small business with no formal structure, you and your business are considered the same legal entity. That means that whatever happens to your business, happens to you. For example, let's say you own a landscaping service. One day, when one of your employees was taking down a tree in a client's yard, the tree unexpectedly falls over and destroys their neighbor's roof. Now, assume the neighbors wish to sue your landscaping service for destroying their property. If a court finds that your landscaping service was at fault for destroying the roof, you can be held personally liable for the damage. Now, if your landscaping business had been a Limited Liability Company, for example, you could not be held personally responsible for the damage that the lawn service caused to the neighbor's roof. The reason for this is that even though you own the service, it is considered a separate legal entity from you.

There may be some situations where your business is so small, and you have so few assets, that the cost of formalizing your business into a separate entity may not make sense. However, nearly every small business could benefit greatly from the protection that entity formation provides their owners.

Which Business Entity to Choose

Types of Business Forms

There are many different business forms or structures, but the most common are the following:

Sole Proprietorship

Partnerships

General Partnership

Limited Liability Partnership

Limited Partnership

Corporations

Subchapter S Corporations

Subchapter C Corporations

Either of which may be a “closely held corporation.”

Alternative Entity Options

B Corporation

Cooperative

Limited Liability Company (LLC)

Each of these structures is described in more detail in our [Formalizing Your Business Guide](#). Before you decide to apply any of the aforementioned entities, please consult the [Formalizing Your Business](#) guide, and think about how the entity structure will benefit your business plan and further your goals.

Protect Your Intellectual Property Rights

Your business’ property may include intangible items such as its name and reputation, documents that the business has created, and plans and specifications for unique products. This kind of property is called “intellectual property.” You will want to protect it just as you do tangible business property. Protection for intellectual property comes in four forms according to the type of property: trade name, trademark, copyright, and patent. Trade name and trademark refer to your company name and any identifying mark it uses. Copyright protects original literary, musical, or dramatic works, all of which are defined very broadly. Patent law protects newly invented articles of manufacture and means of manufacture.

Trade name and trademark can be registered on either the state or federal level, but federal registration may trump state registration. Copyright may be registered with the federal government. Patent is exclusively a matter of federal law.

Patent law is an extremely complex and specialized area of the law that is beyond the Clinic’s resources and expertise. We will not be able to represent you in a patent application or case. However, inventors can apply for patents on their own.

This chapter addresses all four forms of intellectual property. Useful information can be found at the following websites:

United States Patent and Trademark Office: www.uspto.gov

Federal copyright: www.copyright.gov

The Secretary of State's Office website for your state

Trade name and Trademark

Your business name and identifying mark or logo are a form of property. It's important to prevent other businesses from using them. Otherwise a competitor might be able to use your name or logo to lure your customers away. If the other company does shoddy work, that will hurt your reputation. Your business name is referred to as a trade name. Your business logo, which may include your business name, is referred to as a trademark.

Before you choose a name for your business you should be sure that no one else is using it already. One good way to do this is to go to your state's Secretary of State's web site.

If your trademark is applied to different goods, you may have to register it separately for different classes of goods established by state and federal law. For example, a trademark that is applied to handbags and journals may have to be registered twice. If the business adds cookware to its products, it will have to register the trademark again for that use.

State registration does not necessarily guarantee that a name or mark has not already been registered with the U.S. Patent and Trademark Office. The only way to be absolutely safe is to register on the federal level in addition to or instead of state registration, but this will involve additional time and expense. Problems will only develop if the holder of a national trade name or mark seeks to enforce its rights by demanding that you stop using it. Obviously, you will not include nationally known trade names like Pepsi or Microsoft in your name.

Copyright

According to the federal website: "Copyright protects 'original works of authorship' that are fixed in a tangible form of expression." It extends to original literary, musical, graphic, architectural, and dramatic works. These terms are defined very broadly and are not limited to artistic works. Any original writing such as this handbook or other instructional materials may be copyrighted. Software is also treated as a literary work for copyright purposes. An original map may be copyrighted as a graphic work. Whatever the

form, the work must be original (including original presentations of already available material) and expressed in some tangible form.

Copyright does not protect facts, ideas, or systems of operation, but it may protect the way in which they are expressed.

Copyright protection does not require registration. Copyright arises when the work is “created and fixed in a tangible form that is perceptible either directly or with the aid of a machine or device” www.copyright.gov. Even if a copyright is not registered, the author may use the copyright symbol: ©. You should be careful to record and document the date of creation and first publication, if any.

Federal registration has several advantages. It makes the copyright a matter of public record, and therefore puts everyone on constructive notice that the work is unique and belongs to you. If the author wishes to sue for infringement, the copyright must be registered.

If a copyright has been registered, then the author may use the ® symbol. Copyright is relatively inexpensive. As of 2009, the cost is \$35 for a copyright filed online and \$45 for paper applications. Additional information about the cost and process for federal register can be found at the website given above.

For works created after January 1, 1978, copyright arises at creation of the work and lasts for the life of the owner plus seventy (70) years.

Creative Commons License

An alternative to copyrights that is gaining in popularity is the Creative Commons License. This is issued by Creative Commons, a 501(c)(3) whose goal is to create a central database of creative works for individuals to share and for others to potentially build upon. Creative Commons Licenses give the owners of the intellectual property the ability to communicate the rights to the works they wish to reserve, and the permissions with which they will allow their work to be used. This design allows for a more agile rights reservation than is currently found with Copyrights.

Patents

Much of the following information is taken from the United States Patent and Trademark Office (USPTO) website.

A patent is the grant of a property right to an inventor. It is the right to exclude others from making, using, offering for sale or selling the invention in the U.S. or importing the invention into the U.S. It is important to note that a patent grants the right to *exclude* others from making, using, offering to sell, selling, or importing the invention, it *does not* necessarily grant the right to make, use, offer for sale, sell, or import the invention. That may require compliance with other federal, state, or local law or licensing.

“In the language of the statute, any person who ‘invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent,’ subject to the conditions and requirements of the law” www.uspto.gov. “Process” refers primarily to industrial or technical processes. “Manufacture” includes anything made and all manufactured articles. The term “composition of matter” relates to chemical compositions and may include mixtures of ingredients as well as new chemical compounds. “These classes of subject matter taken together include practically everything that is made by man and the processes for making the products” (USPTO website).

There are three types of patents:

1. **Utility patent**- may be granted to one who invents or discovers a new and useful process, article of manufacture, composition of matter, or machine, or a new and useful improvement of the previous list.
2. **Design patent**- may be granted to one who invents a new, original, and ornamental design for an article of manufacture.
3. **Plant patent**- may be granted to one who invents or discovers and asexually reproduces any distinct and new variety of plant.

Ideas alone are not patentable. Nor are physical phenomena and laws of nature.

Generally, the term of a patent is twenty years from the filing date, assuming all maintenance fees are timely paid. The U.S. patent is only good in the U.S., its possessions and its territories.

As pointed out above, patent law is a specialized area. The Clinic will not be able to represent you in connection with a patent. A list of licensed patent attorneys by geographical area is available on the USPTO's website. The process takes time, and it's expensive. But whatever the cost in time and money, it will be well worth it to protect a valuable invention.

An inventor may also pursue a patent application without representation. People do this successfully, and it may work for you.

Consulting an Attorney

The intention of this guide is not to give you an alternative to seeking legal advice. If you believe that you would benefit from legal counsel in a particular situation, please seek out the assistance of an attorney who is licensed to practice law in your state. To find an attorney, please visit the American Bar Associations website at:

<http://apps.americanbar.org/legalservices/findlegalhelp/home.cfm>

In addition to the assistance that a licensed attorney can provide, many law schools will provide free or reduced price legal services for small businesses within their state. For a directory of schools offering these services please see the list below. To obtain contact information for these schools, please visit:

<http://apps.americanbar.org/legalservices/probono/lawschools/>

Alabama

[Faulkner University: Thomas Goode Jones School of Law](#)

[Samford University: Cumberland School of Law](#)

[University of Alabama: University of Alabama School of Law](#)

Alaska

There are no law schools listed here at this time.

Arkansas

[University of Arkansas at Fayetteville: School of Law](#)

[University of Arkansas at Little Rock: William H. Bowen School of Law](#)

Arizona

[Arizona State University Sandra Day O'Connor College of Law](#)

[Arizona Summit Law School](#)

[University of Arizona: James E. Rogers College of Law](#)

California

[California Western: California Western School of Law](#)

[Chapman University: Dale E. Fowler School of Law](#)

[Golden Gate University: School of Law](#)

[Loyola Law School: Loyola Law School, Los Angeles](#)

[Pepperdine University: Odell McConnell Law Center](#)

[Santa Clara University: Santa Clara University School of Law](#)

[Southwestern University: Southwestern Law School](#)

[Stanford Law School](#)

[Thomas Jefferson School of Law: Thomas Jefferson School of Law](#)

[University of California at Davis: University of California at Davis School of Law](#)

[University of California, Berkeley: University of California, Berkeley, School of Law](#)

[University of California-Hastings College of the Law](#)

[University of California-Irvine School of Law](#)

[University of California-Los Angeles: University of California-Los Angeles](#)

[University of La Verne College of Law](#)

[University of San Diego: University of San Diego School of Law](#)

[University of San Francisco: University of San Francisco School of Law](#)

[University of Southern California: University of Southern California Law School](#)

[University of the Pacific: McGeorge School of Law](#)

[Western State University: Western State University College of Law](#)

[Whittier Law School: Whittier Law School](#)

Canada

There are no law schools listed here at this time.

Colorado

[University of Colorado: School of Law](#)

[University of Denver: Sturm College of Law](#)

Connecticut

[Quinnipiac University: School of Law](#)

[University of Connecticut: University of Connecticut School of Law](#)

[Yale University: Yale Law School](#)

Delaware

[Widener University: Widener University School of Law](#)

District of Columbia

[American University: Washington College of Law](#)

[Catholic University of America: Columbus School of Law](#)

[George Washington University: George Washington University Law School](#)

[Georgetown University: Georgetown University Law Center](#)

[Howard University: Howard University School of Law](#)

[University of the District of Columbia: David A. Clarke School of Law](#)

Florida

[Ave Maria University School of Law](#)

[Barry University School of Law](#)

[Florida A&M University College of Law](#)

[Florida Coastal School of Law: Florida Coastal School of Law](#)

[Florida International University College of Law](#)

[Florida State University: Florida State University College of Law](#)

[Nova Southeastern University: Shepard Broad Law Center](#)

[St. Thomas University: St. Thomas University School of Law](#)

[Stetson University: Stetson University College of Law](#)

[University of Florida: Fredric G. Levin College of Law](#)

[University of Miami: University of Miami School of Law](#)

Georgia

[Emory University: Emory University School of Law](#)

[Georgia State University: College of Law](#)

[John Marshall Law School \(Atlanta\)](#)

[Mercer University: Mercer University Law School](#)

[University of Georgia: School of Law](#)

Hawaii

[University of Hawaii: William S. Richardson School of Law](#)

Idaho

[University of Idaho: College of Law](#)

Illinois

[Chicago-Kent College of Law \(Illinois Institute of Technology\)](#)

[DePaul University: College of Law](#)

[Illinois Institute of Technology: Chicago-Kent College of Law](#)

[John Marshall Law School \(Chicago\)](#)

[Loyola University Chicago: Loyola University Chicago School of Law](#)

[Northern Illinois University: Northern Illinois University College of Law](#)

[Northwestern University: Northwestern University School of Law](#)

[Southern Illinois University: Southern Illinois University School of Law](#)
[University of Chicago: University of Chicago Law School](#)
[University of Illinois: University of Illinois College of Law](#)

Indiana

[Indiana University: Indiana University School of Law, Indianapolis](#)
[Indiana University: Maurer School of Law \(Bloomington\)](#)
[Notre Dame: Notre Dame Law School](#)
[Valparaiso University: Valparaiso University School of Law](#)

Iowa

[Drake University: Drake University Law School](#)
[University of Iowa: University of Iowa College of Law](#)

Kansas

[University of Kansas: School of Law](#)
[Washburn University: School of Law](#)

Kentucky

[Northern Kentucky University: Salmon P. Chase College of Law](#)
[University of Kentucky: College of Law](#)
[University of Louisville: Louis D. Brandeis School of Law](#)

Louisiana

[Louisiana State University: Paul M. Hebert Law Center](#)
[Loyola University New Orleans: Loyola University New Orleans School of Law](#)
[Southern University: Law Center](#)
[Tulane University: Tulane University School of Law](#)

Maine

[University of Maine: University of Maine School of Law](#)

Maryland

[University of Baltimore School of Law: University of Baltimore School of Law](#)
[University of Maryland: University of Maryland Francis King Carey School of Law](#)

Massachusetts

[Boston College: Boston College Law School](#)
[Boston University: Boston University School of Law](#)
[Harvard University: Harvard Law School](#)
[New England School of Law: New England School of Law](#)
[Northeastern University: Northeastern University School of Law](#)
[Suffolk University Law School](#)

[University of Massachusetts School of Law - Dartmouth](#)
[Western New England College: School of Law](#)

Michigan

[Michigan State University: College of Law](#)
[Thomas M. Cooley Law School: Thomas M. Cooley Law School](#)
[University of Detroit: Mercy School of Law](#)
[University of Michigan: University of Michigan Law School](#)
[Wayne State University: Wayne State University Law School](#)

Minnesota

[Hamline University: Hamline University School of Law](#)
[University of St. Thomas School of Law](#)
[University of Minnesota: University of Minnesota Law School](#)
[William Mitchell College of Law: William Mitchell College of Law](#)

Mississippi

[Mississippi College: Mississippi College School of Law](#)
[University of Mississippi: Law School](#)

Missouri

[Saint Louis University: Saint Louis University School of Law](#)
[University of Missouri: Kansas City School of Law](#)
[University of Missouri--Columbia: School of Law](#)
[Washington University: Washington University School of Law](#)

Montana

[University of Montana: University of Montana School of Law](#)

Nebraska

[Creighton University: School of Law](#)
[University of Nebraska: University of Nebraska College of Law](#)

Nevada

[University of Nevada, Las Vegas: William S. Boyd School of Law](#)

New Hampshire

[University of New Hampshire School of Law](#)

New Mexico

[University of New Mexico: University of New Mexico School of Law](#)

New Jersey

[Rutgers: The State University of New Jersey, Center for Law and Justice \(Newark\)](#)

[Rutgers: The State University of New Jersey School of Law, Camden](#)

New York

[Albany Law School](#)

[Brooklyn Law School: Brooklyn Law School](#)

[City University of New York: City University of New York Law at Queens College](#)

[Columbia University: Columbia University School of Law](#)

[Cornell: Cornell Law School](#)

[Fordham University: Fordham University School of Law](#)

[Hofstra University: Hofstra University School of Law](#)

[New York Law School: New York Law School](#)

[New York University: New York University School of Law](#)

[Pace University: School of Law](#)

[Seton Hall University: Seton Hall University School of Law](#)

[St. John's University: School of Law](#)

[SUNY Buffalo Law School](#)

[Syracuse University: College of Law](#)

[Touro College: Jacob D. Fuchsberg Law Center](#)

[University at Buffalo Law School, SUNY](#)

[Yeshiva University: Benjamin N. Cardozo School of Law](#)

North Carolina

[Campbell University: Norman Adrian Wiggins School of Law](#)

[Charlotte School of Law](#)

[Duke University: Duke University School of Law](#)

[Elon University School of Law](#)

[North Carolina Central: North Carolina Central School of Law](#)

[University of North Carolina: University of North Carolina School of Law](#)

[Wake Forest University: Wake Forest University School of Law](#)

North Dakota

[University of North Dakota: School of Law](#)

Ohio

[Capital University Law School: Capital University Law School](#)

[Case Western Reserve University: Case Western Reserve University Law School](#)

[Cleveland State University: Cleveland-Marshall College of Law](#)

[Ohio Northern: Claude W. Pettit College of Law](#)

[Ohio State University: Ohio State University College of Law](#)

[University of Akron: C. Blake McDowell Law Center](#)

[University of Cincinnati: University of Cincinnati College of Law](#)

[University of Dayton: University of Dayton School of Law](#)

[University of Toledo: College of Law](#)

Oklahoma

[Oklahoma City University: Oklahoma City University School of Law](#)

[University of Oklahoma: College of Law](#)

[University of Tulsa: College of Law](#)

Oregon

[Lewis & Clark College Law School](#)

[University of Oregon: University of Oregon School of Law](#)

[Willamette University: Willamette University College of Law](#)

Pennsylvania

[Drexel University Earle Mack School of Law](#)

[Duquesne University: School of Law](#)

[Pennsylvania State University: The Dickinson School of Law](#)

[Temple University: James E. Beasley School of Law](#)

[University of Pennsylvania: University of Pennsylvania Law School](#)

[University of Pittsburgh: School of Law](#)

[Villanova University: Villanova University School of Law](#)

Puerto Rico

[Inter American University of Puerto Rico: Inter American University of Puerto Rico School of Law](#)

[Pontifical Catholic University of Puerto Rico: Pontifical Catholic University of Puerto Rico](#)

[University of Puerto Rico: School of Law](#)

Rhode Island

[Roger Williams University: School of Law](#)

South Carolina

[Charleston School of Law](#)

[University of South Carolina: University of South Carolina School of Law](#)

South Dakota

[University of South Dakota: University of South Dakota School of Law](#)

Tennessee

[University of Memphis: Cecil C. Humphreys School of Law](#)

[University of Tennessee: University of Tennessee College of Law](#)

[Vanderbilt University: Vanderbilt University Law School](#)

Texas

[Baylor University: Baylor University Law School](#)

[South Texas College: South Texas College of Law](#)

[Southern Methodist University: Dedman School of Law](#)

[St. Mary's University of San Antonio: St. Mary's University of San Antonio School of Law](#)

[Texas A & M University: Texas A & M University School of Law](#)

[Texas Southern University: Thurgood Marshall School of Law](#)

[Texas Tech University: Texas Tech University School of Law](#)

[University of Houston: University of Houston Law Center](#)

[University of Texas at Austin: University of Texas at Austin School of Law](#)

Utah

[Brigham Young University: J. Reuben Clark Law School](#)

[University of Utah: S. J. Quinney College of Law](#)

Vermont

[Vermont Law School: Vermont Law School](#)

Virginia

[Appalachian School of Law: Appalachian School of Law](#)

[George Mason University School of Law](#)

[Liberty University School of Law](#)

[Regent University: School of Law](#)

[University of Richmond: T. C. Williams School of Law](#)

[University of Virginia School: University of Virginia School of Law](#)

[Washington and Lee University: School of Law](#)

[William & Mary Law School](#)

Virgin Islands

There are no law schools listed here at this time.

Washington

[Gonzaga University: Gonzaga University School of Law](#)

[Seattle University: Seattle University School of Law](#)

[University of Washington: University of Washington School of Law](#)

West Virginia

[West Virginia University: West Virginia University College of Law](#)

Wisconsin

[Marquette University: Marquette University Law School](#)

[University of Wisconsin: Law School](#)

Wyoming

[University of Wyoming: School of Law](#)

Sample Form Contract for the Sale of Goods

1. _____, hereinafter referred to as Seller, and _____, hereinafter referred to as Buyer, hereby agree on this ____ day of _____, in the year _____, to the following terms.

A. Identification of the Parties

2. Seller, whose business address is _____, in the city of _____, state of _____, is in the business of _____. Buyer, whose business address is _____, in the city of _____, state of _____, is in the business of _____.

B. Description of the Goods

3. Seller agrees to transfer and deliver to Buyer, on or before _____ [date], the below-described goods:

C. Buyer's Rights and Obligations

4. Buyer agrees to accept the goods and pay for them according to terms further set out below.

5. Buyer agrees to pay for the goods: (Choose one of the following options. If the agreement calls for payment in installments, you will probably want a separate installment sale contract. If you are charging interest as part of the installment sale, you may have to comply with federal Truth in Lending law and should consult an attorney.)

- In full upon receipt
- In installments, as billed by Seller, and subject to the separate installment sale contract of _____[date] between Seller and Buyer.
- Half upon receipt, with the remainder due within 30 days of delivery.

6. Goods are deemed received by Buyer upon delivery to Buyer's address as set forth above or upon delivery to the following address selected by the Buyer:

_____.

7. Buyer has the right to examine the goods upon receipt and has ___ days in which to notify Seller of any claim for damages based on the condition, grade, quality or quantity of the goods. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the goods.

D. Seller's Obligation

8. Until received by Buyer, all risk of loss to the above-described goods is borne by Seller.
9. Seller warrants that the goods are free from any and all security interests, liens, and encumbrances.

E. Attestation

10. Agreed to this ___ day of ___, in the year _____.

By: _____ Official Title: _____

On behalf of _____, Seller

I certify that I am authorized to act and sign on behalf of Seller and that Seller is bound by my actions. _____ [initial]

By: _____ Official Title: _____

On behalf of _____, Buyer

I certify that I am authorized to act and sign on behalf of Buyer and that Buyer is bound by my actions. ____ [initial]

Sample Memorandum of Understanding Template

Memorandum of Understanding

Between

(Partner)

and

(Partner)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the (partner) and the (partner) to (insert activity).

Background

(Why partnership important)

Purpose

This MOU will (purpose/goals of partnership)

The above goals will be accomplished by undertaking the following activities:

(List and describe the activities that are planned for the partnership and who will do what)

Reporting

(Record who will evaluate effectiveness and adherence to the agreement and when evaluation will happen)

Funding

(Specify that this MOU is not a commitment of funds)

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from (list partners). This MOU shall become effective upon signature by the authorized officials from the (list partners) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners) this MOU shall end on (end date of partnership).

Contact Information

Partner name
Partner representative
Position
Address
Telephone
Fax
E-mail

Partner name
Partner representative
Position
Address
Telephone
Fax
E-mail

Date:

(Partner signature)
(Partner name, organization, position)

Date:

(Partner signature)
(Partner name, organization, position)