



# Teaching Students How to Become In-House Counsel

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## APPENDIX 1: SAMPLE SYLLABUS

### GENERAL COUNSEL APPLIED LEARNING COURSE

Fall 2000

Professors Day and Rudnick

*Prerequisite or Corequisites:* Business Associations OR Public Corporations OR Agency & Partnership. Suggested courses include: Commercial Transactions, Intellectual Property, Secured Transactions and International Business Transactions.

*Conduct of the Course:* The Faculty will lecture, conduct discussions and demonstrations, supervise negotiations, drafting, and problem solving. Certain Assignments (with their due dates) are set forth in the Syllabus. Other Assignments will evolve as the "Bombs" are detonated.

*"Blocks:"* Our course is divided into "Blocks" of material and assignments to be completed rather than "Classes." This gives us flexibility to spend one and one half or two weeks on a "Block" if the materials demand, rather than become wedded to the idea of completing everything within a specified time period. This also permits us to eliminate some material if interests and time demand such adjustments.

*"Bombs:"* From time to time, in addition to the scheduled Assignments, "Bombs" will go off. Thus, you may come to class to discuss a products liability matter only to be interrupted by a phone call that relates to an urgent problem of a manager. The urgent matter may be resolved that day or may unfold and escalate into a very big matter. You and your fellow associate counsel will be graded on some of these matters. Some may be ungraded. But all must be completed.

*Grading:* Professors Rudnick and Day will grade your projects and will concur on the final grade to be assigned. We realize this is a new experience with many of you and we have designed a curriculum and projects to develop you professionally. We anticipate that some of the more extensive projects may have drafts and the grades for these projects will be based upon the effort expended in the later and final drafts.

**We reserve the right to enter appropriate grades if the effort is wanting. Failure to complete assignments will result in an "F" for the project. A student who earns three such "failures" will be required to withdraw from the course. If a student is required to withdraw under such circumstances, residency may be lost and graduation jeopardized.**

**Assignments and Bombs are shaded!**

# BLOCK 1: INTRODUCTION

## Class I: Wednesday, August 30, 2000

### **A: INTRODUCTION & CLASS POLICIES AND PROCEDURES**

### **B: CORPORATION - OVERVIEW**

Articles of Incorporation, By-Laws, Director and Shareholder meetings, structure, "WALO"

### **C: CORPORATE COUNSEL ROLE**

Preventative Law  
Responsibility & Authority  
Corporate Policies and Procedures

## Class 2: Wednesday, September 6, 2000

### **TOUR OF WELCH ALLYN, CORPORATE COUNSEL PANEL & RECEPTION**

## Class 3: Monday, September 11, 2000

### **CORPORATE PRACTICE**

Correspondence, memos  
File systems  
Management of outside firm  
Review and use of the *Manual*  
Review of public corporation documents  
Research tools

### **BOMB 1: MICROWAVE TOWER**

## Class 4: Wednesday, September 13, 2000

### **RESEARCHING THE FEDERAL REGISTER. BARCLAY LAW LIBRARIAN.**

### **Assignment 1:**

**Review** Federal Register for one month and report in memo format to the General Counsel on important environmental (EPA), Consumer Products Safety Commission, Justice Department (Hart-Scott-Rodino review) and government contracts with affirmative action plans.

**Monitor** the *Wall Street Journal* for articles of interest and importance to firm and clip or photocopy article and provide General Counsel with news summary of articles you deem important to WALO and its business. Weekly assignment until further notice. One half semester.

# BLOCK 2: CORPORATE PRACTICE

**Class 5: Monday, September 18, 2000**

**BLOCK 3:  
AGREEMENTS**

**Assignment 1 and Bomb 1 Due**

**LECTURE: REVISION AND REVIEW OF CONTRACTS**

Memos, Revisions, License Agreements

**Assignment 2:** Review Distribution Agreement for a sales Manager. Provide Sales Manager with review of salient terms.

**BOMB 2: BROKEN TOOL.** WALO has a standard agreement with brokers that provides for a 20% markup. The Toolroom Supervisor has discovered Valley Tool is overcharging with a 100% markup. Prepare for meeting.

**Class 6: Wednesday, September 20, 2000**

**VIDEOTAPE ON NEGOTIATIONS. PROFESSOR MARGARET HARDING.**

**Class 7: Monday, September 25, 2000**

**CONTRACTS--OVERVIEW**

**DRAFTING**

**PRACTICAL EXERCISE AND DEMONSTRATION**

**Assignment 2 Due**

**Bomb 2 (A) Due**

**Assignment 3: *Draft Bonded Inventory Agreement.* Due October 2.**

**BLOCK 4:**

**BLOCK 5:  
Acquisitions**

**Class 8: Monday, October 2, 2000**

**ACQUISITIONS**

Business Purposes

Form & Structure

Acquisition Process

Financing

LBO

Issues

Protocols for Tender Offer for Public Companies

**Assignment 3 Due**

**Class 9: October 11, 2000**

LETTER OF INTENT  
LEGAL AUDIT (DUE DILIGENCE)  
ACQUISITION - SIMPLE-"BLOOD INFUSER"  
COMPLEX -  
CLOSING DOCUMENTS  
CORPORATE AUTHORIZATION

**BOMB 2 (B) DUE**

**Assignment 4:** *Review* a simple acquisition agreement, spot issues, and *draft* and insert one-sided provision for negotiation purposes. In the next class, class discussion of issues spotted, clauses inserted. Two preliminary drafts with attorneys' comments and the final contract to be distributed with the critiques.

**BLOCK 6:**

**Class 10: October 16, 2000**

**HUMAN RELATIONS & LABOR RELATIONS OVERVIEW**

Employment Laws  
ERISA  
Other Legal Issues  
    Independent contractors versus employees  
    Hiring and firing practices  
    Employee duties  
    Discrimination

**BOMB 1 (B) DUE  
BOMB 2 (C) DUE**

**BOMB 3: Sexual harassment & firing.  
Due October 25.**

**BLOCK 7:  
EMPLOYMENT**

**Assignment 5:** Jenny Lynn was recruited for WALO by Headhunters, Inc. Lynn was given a signing bonus of \$10,000 and moved to Syracuse. After thirty days, Lynn resigned and moved back to Dallas. Lynn claimed she was unhappy because of the cloudy weather and further stated her husband had decided against moving. WALO wants to recoup its signing bonus and the moving expenses it paid to relocate Lynn. Research the law and prepare a three to five page memo on whether WALO is entitled to recoup the signing bonus and the moving expenses. **Due October 30.**

**Class 11: October 23, 2000**

**Assignment 4 Due. Bomb 3 Due. Bomb 4--Violence in Workplace, Due October 30.**

**BOMB 2 (B) BROKEN TOOL MEETING--SOLUTIONS & POST MORTEM  
HUMAN RESOURCES INVESTIGATIONS**

**Assignment 6:** Sexual harassment complaint filed. Interview Human Resources Director. Interview complainant. Get written statement. Write file memo and report to General Counsel.

**Class 12: October 30, 2000**

**KATHLEEN CALLAHAN, ESQUIRE. MANAGING THE MEDIA.**

**Bomb 4 Due. Written Statements Due. Assignment 7--Ted Florsheim. Due November 6.**

**BLOCK 8:  
EMPLOYMENT**

**BLOCK 9:  
INTELLECTUAL  
PROPERTY**

**Class 13: November 6, 2000**

**Assignment 7 DUE**

**OVERVIEW OF INTELLECTUAL PROPERTY**

**Professor Lisa A. Dolak**

INTERNAL PROCEDURES

Trademarks

Patents

Trade Secrets

Copyrights

WORK WITH INTELLECTUAL PROPERTY COUNSEL

Patent Prosecution

Infringement Studies & Opinions

Management of Intellectual Property Portfolio

**Assignment 8:** Claim by Dr. Jack Green that WALO misappropriated his idea for a dental device. Due November 20.

**Class 14: November 8, 2000**

**MANAGING INTELLECTUAL PROPERTY & IP LITIGATION**

**Steve Burr, Chris Posel & Jack Rudnick**

**Assignment 6 Due. Handout Assignment 9. Three IP Infringement Case Studies.**

**Assignment 9:** The class will be broken into three teams and assigned one of the case studies. Each team shall prepare a written solution and give an oral presentation of approximately one half hour to the class. Solutions will be due on November 20. The second presentations will be on November 29. Copies of the written solutions will be brought to class and distributed to the class. All members of the class are expected to participate in critiquing the exercise.

POST MORTEM FOR JENNY LYNN, TED FLORSHEIM, KATE MACKINON, AL GORE, SANDY O'CONNOR AND JANE DOE.

**Class 15: November 13, 2000**

MANAGING LITIGATION: Deborah Karalunas, Esquire & Jack Rudnick

**Class 16: November 20, 2000**

FIRST ASSIGNMENT 9 PRESENTATIONS

**Class 17: November 29, 2000**

SECOND ASSIGNMENT 9 PRESENTATIONS

**Class 18: December 4, 2000**

RECEPTION--FACULTY LOUNGE

**BLOCK 10:**

## APPENDIX 2

### COURSE READER TABLE OF CONTENTS

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	Balancing the Risks .....	2.12-2.19
3.	Management's Perspective: What Constitutes Legal Service? .....	3.1-3.9
4.	Preserving Confidentiality.....	4.1-4.22
	Walking the Confidentiality Tightrope .....	4.23-4.34
5.	Managing Ethics.....	5.1-5.19
6.	Management of Corporate Litigation (Two Articles) .....	6.1-6.100
7.	In-House Stronger, More Cost-Effective Legal Spending Down.....	7.1-7.20
8.	No Longer Just a Cost-Cutting Measure .....	8.1-8.4
9.	Cost Containment Strategies in Litigation .....	9.1-9.4
	Alternative Fees for Litigation .....	9.5-9.15
10.	A Guide to Retaining Foreign Counsel .....	10.1-10.8
	Establishing a Company Presence.....	10.9-10.20
	Six Steps to Better Foreign Counsel....	10.21-10.26
11.	Training & Development in a Corporate Law Department .....	11.1-11.6
12.	Comments on the Nature of Corporate Practice and Pointers for Effective Drafting .....	12.1-12.15
13.	Critical Rules in Negotiating Sales Contracts .....	13.1-13.7
14.	Negotiations and Closings.....	14.1-14.21
15.	Drafting Elements .....	15.1-15.32
16.	Mergers & Acquisitions .....	16.1-16.4
17.	M & A is Back... ..	17.1-17.6
18.	Acquisitions of Assets.....	18.1-18.7
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19.	Corporate Partnering: Considerations in a Merger and Acquisitions Context .....	19.1-19.9
20.	Potential Mergers or Acquisitions: Issues to be Considered.....	20.1-20.6
21.	Drafting Effective Contracts: Getting Started.....	21.1-21.11
22.	Drafting Suggestions for the Letter of Intent .....	22.1-22.4
23.	Letter of Intent and the Obligation of Good Faith Negotiation.....	23.1-23.3
24.	Drafting Letters of Intent and Shareholder Agreements.....	24.1-24.14
25.	Antitrust Law and the Hart-Scott-Rodino Act .....	25.1-25.5
26.	Reflections of Twenty Years of Merger	

	Enforcement under Hart-Scott-Rodino Act.....	26.1-26.36
27.	Managing People ( <i>Legal Problems</i> ).....	27.1-27.43
28.	Employee Rights ( <i>Legal Problems</i> ).....	28.1-28.62
29.	Age Discrimination in Employment Act.....	29.1-29.8
30.	How to Investigate a Sexual Harassment Complaint.....	30.1-30.3
31.	Should Susan Report the Incident... ..	31.1-31.7
32.	Investigating Harassment Complaints.....	32.1-32.2
	Sexual Harassment Prevention & Investigation.....	32.3-32.6
33.	EEOC ‘Best Practices’ Task Force Report .....	33.1-33.3
34.	Termination as an Art Form.....	34.1-34.14
35.	The Name Game.....	35.1-35.7
36.	Keeping the “Secret” in Trade Secrets.....	36.1-36.5
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37.	Employer-Employee Intellectual Property Rights .....	37.1-37.26
	The Challenge of Protecting Trade Secrets.....	37.27-37.57
38.	12-Step Program to Protect Employer’s Trade Secrets.....	38.1-38.4
39.	Drafting and Negotiating Effective Confidentiality Agreements .....	39.1-39.10
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40.	Drafting Covenants Not to Compete and Price Allocations .....	40.1-40.3
41.	Drafting Enforceable Covenants Not to Compete.....	41.1-41.9
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2.	By-Laws of WALO, INC.	2.1-2.13	13 pp.
3.	Organization Chart of WALO, INC.	3	1 page
4.	Sample Correspondence	4.1-4.15	15 pp.
5.	WALO brochure	5.1-5.22	22 pp.
6.	WALO policies	6.1-6.29	29 pp.
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	Contract Review Procedure	6.8	
	Service of Process	6.9-6.10	
	Trademark Policy and Procedures	6.11	
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	Patent Abandonment	6.16	
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7.	Consulting Agreements (3)	7.1-7.13	13 pp.
8.	Distributor Agreement	8.1-8.11	18 pp.
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9.	Development Agreement	9.1-9.11	11 pp.
10.	Volume Purchase Agreement	10.1-10.10	13 pp.
	Purchase Agreement	10.11-10.13	
11.	Standard Terms and Conditions (2)	11.1-11.4	4 pp.
12.	Letters of Intent (5)	12.1-12.12	12 pp.
13.	Acquisition/Closing Documents	13.1-13.9	9 pp.
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	Due Diligence Check List	13.4-13.6	
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14.	Simple Acquisition: Image	14.1-14.15	15 pp.
15.	Complex Acquisition: D-Tec	15.1-15.37	37 pp.
16.	Termination Agreement	16.1-16.6	6 pp.
17.	Standard Non-Disclosure Agreements (3)	17.1-17.7	7 pp.
18.	License Agreements	18.1-18.33	33 pp.
19.	Restated Certificate of Incorporation of Oneida, Ltd.	19.1-19.16	16 pp.
20.	By-Laws of Oneida, Ltd.	20.1-20.13	13 pp.
21.	WALO, INC. Board of Directors Resolutions	21.1-21.16	16 pp.

## APPENDIX 4

### GENERAL COUNSEL SPEAKERS

#### **Human Resources Management & Issues:**

Kathleen E. Garofalo, Health Services Advisor, Welch Allyn  
Paul J. McVagh, Corporate Director Employee Relations, Welch Allyn  
Chris Stewart, Esquire, Welch Allyn  
Lawrence L. Tully, Esquire, Bond, Schoeneck & King

#### **Managing the Media:**

Kathleen Joy Callahan, Esquire, Mackay, Caswell & Callahan, P.C.

#### **Corporate Compliance:**

Richard Crockett, Esquire, Bond, Schoeneck & King  
Patrick Pedro, Esquire, Bond, Schoeneck & King

#### **Litigation Management:**

Deborah L. Karalunas, Esquire, Bond, Schoeneck & King

#### **Workers' Compensation:**

Thomas N. Kaufman, Esquire, Smith Sovik Kendrick & Sugent

#### **General Counsel in a Union Shop:**

Harvey O. Simmons, III, Esquire, Crucible Steel

#### **The Lawyer as Entrepreneur:**

Walter G. Rich, President, New York, Susquehanna & Western Railway

#### **Antitrust Issues:**

David M. Hayes, Esquire, Agway

#### **Intellectual Property:**

Professor Lisa A. Dolak  
Richard Rochford, Nixon Peabody, LLP  
Michael Williams, Esquire  
Thomas Wall, Esquire  
Charles Burr, Esquire  
Wall Majama Bilinski & Burr

#### **Disability Law:**

Professor Arlene Kanter

#### **Mergers and Acquisitions:**

Christopher Fox, Esquire, Agway  
Tracey McCarthy, Esquire, Niagara Mohawk Corporation

#### **Software Licensing Issues:**

Christopher Fox, Esquire, Agway

**Library Research:**

Thaddeus Holynski, Barclay Library, College of Law

**Government Contracting:**

Adjunct Professor Craig Watters

**Contract Drafting:**

Christopher Horacek, Esquire, Welch Allyn

Chris Stewart, Esquire, Welch Allyn

**Corporate Practice:**

Christopher Horacek, Esquire, Welch Allyn

Catherine Suttmeier, Esquire, Oneida, Ltd

Erin L. Markey, Esquire, Oneida, Ltd

Donna L. Clayton, Esquire, Carrier North America.

**Negotiation:**

Professor Steven Wechsler

**Evaluating Companies:**

Mary Meyer, Esquire, Hancock & Estabrook, LLP

Nancy Crawford, Esquire, Skalny Insurance Agency

**Corporate Wrongdoing:**

The Honorable Thomas J. Maroney, United States Attorney for the Northern District of

New York David M. Hayes, Esquire, Agway

Michael Mason, Federal Bureau of Investigation

Kevin McCormack, Esquire, Hancock & Estabrook, LLP

## **APPENDIX 5: SAMPLE PROBLEM**

### **M E M O R A N D U M**

**DATE:** November 10, 1999  
**TO:** Associate Counsel  
**FROM:** Samara Jenkins  
**RE:** Jenny Lynn signing bonus and relocation expenses  
**CC:** Donna Shalala, Jack Rudnick & Chris Day

While you were attending the CLE conference in New York on leveraged buyouts, Donna called. I took the message and Jack and Chris say you should handle this. Donna related the following to me over the phone.

This summer, Jenny Lynn was recruited for WALO by Headhunters, Inc. Lynn was given a signing bonus of \$ 10,000 and moved to Syracuse. In late October, after thirty days, Lynn resigned and moved back to Dallas. Lynn claimed she was unhappy because of the cloudy weather and further stated her husband had decided against moving.

We have not paid the movers for her furniture, which was in transit when she decided against living in Central New York. Her moving and storage bill is approximately \$6,000 and it will cost another \$5,000 to redeliver her goods to Dallas. Beacon/United Warehouse, the mover, has a good relationship with WALO and has not yet pressed the bill for the moving costs. (We agreed to pay Lynn's moving expenses to Otisco.) Donna told Fred Bremen, Beacon's Syracuse representative, that we hoped to resolve the matter with Lynn by early December.

WALO wants to recoup its signing bonus and the moving expenses it would have paid to relocate Lynn. Please research the law. Prepare a three to five page memo that addresses both the law and the practical issues of whether WALO can recoup the signing bonus and the moving expenses. We need to know your advice by December 7.

Jack and Chris thank you for your efforts.

**DUE TUESDAY, DECEMBER 7. 40 POINTS.**

## **APPENDIX 6: SURPRISE PROBLEM -- SAMPLE "BOMB"**

### **BOMB 6**

You receive a call from your Facilities Manager, who is also responsible for the company's security, that two female employees have been receiving what they consider to be harassing phone calls and it is believed that the originator of these calls is a fellow employee who works in another department on another shift. The phone calls are of a somewhat sexual nature, but details of what is said or is being done over the telephone are not available. The reason your Facilities Manager is bringing this to your attention is that Human Resources, along with the supervisor, would like to install a wiretap on the telephone to listen in on these harassing conversations and to positively identify the perpetrator.

The Facilities Manager has never installed a wiretap before and wondered what rights an employer has to tap employee telephones at work, either with, or without, their consent or knowledge.

This is a question of first impression at WALO and there are no specific policies on telephone use or listening in other than the general feeling that telephone for personal reasons should be restricted during company time.

Write a one page memorandum regarding the law on this subject as well as a course of action that the Facilities Manager might follow if wiretapping is not advised or allowed.

### **BOMB 6 DUE ON DECEMBER 6, 1999**

**20 points**