

# International Dispute Resolution

February 2004 Issue 7

There have been some exciting developments for Bird & Bird since the last edition of the International Dispute Resolution Newsletter particularly for our colleagues in Paris and Düsseldorf who have recently received awards from leading legal publishers in France and Germany respectively. In addition, Bird & Bird has been identified as one of PLC Global Counsel's Top 50 Global law firms for 2003/04 "having taken the greatest strides towards globalisation while maintaining quality".

In the October 2003 issue of this Newsletter, Camilo Schutte from our office in The Hague reported on a finding by the Supreme Court of The Netherlands that a cable network qualified as real property for taxation purposes. Following on from this, Peter Emanuel of our London office has examined how telecoms networks are taxed in England and Wales. This edition also features a review of a pilot case brought in Sweden in relation to tendering cartels and the private enforcement of competition law and a summary of the new rules applicable to the specialised intellectual property courts recently established across Italy.

In addition, there is a special focus on arbitration on page 8, a list of events which Bird & Bird is hosting and details about a report we have produced which provides an overview of the dispute resolution process in Belgium, France, Germany, Hong Kong, Italy, The Netherlands, Sweden and the UK.

**Jane Player**

**International Dispute Resolution Practice**

## Reports and analysis

### Taxing Telecoms Networks

In the October 2003 issue of this Newsletter, Camilo Schutte from our office in The Hague reported on a finding by the Supreme Court of The Netherlands that a cable network qualified as real property. In particular, Camilo commented on the shock wave this finding had caused within the Dutch communications sector. The article highlighted that municipality real estate tax might become due on cable networks as a result of the decision.

Conversely, the law of England and Wales has always regarded a communications network as real estate. Local taxes, known as "rates" have been levied on them accordingly. The rates system is based on the premise that land can be valued according to how much rent it would raise on the market. It is highly artificial to apply this to telecommunications networks and this has been the subject of much debate and legal argument.

Liability for rates is based upon occupation of land. English law sees no logical reason why a cable duct should not be treated for tax purposes in the

same way as an office block. It is valued in accordance with a formula laid down by statute as interpreted by the courts and custom and practice. Tax is levied as a percentage of the value, the amount of the percentage being set by legislation.

Ordinary commercial buildings, not associated with any communications network, are valued by the Local Valuer, an official employed by the local authority within whose jurisdiction the building is located. The value is recorded in a Local List. If the property (or "hereditament" as it is referred to in rating law) is spread over several different local authorities,



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or even the whole country then it can be assigned for valuation to a Valuation Officer attached to the Valuation Office Agency ("VOA"), a central government agency.

The values determined by the VOA are recorded in a Central List which is open for public examination. Both Local and Central Lists are reviewed on a 5 year cycle (the most recent took place in 2000 and updated the 1995 Central List).

It is easy to see how difficulties can arise when a telecoms network, as a whole, has to be valued. Modern networks will be made up of many components such as cable ducts containing varying numbers of fibres, switches and other equipment housed in buildings of varying sizes.

The rateable value of a non-domestic hereditament is based on the amount of rent that could be claimed if the property was let in the market on certain terms. Four valuation techniques have been developed but these can only be applied when they produce a sensible result in line with the valuation of other similar hereditaments. For an analysis of how these different methods operate, go to the full article at [www.twobirds.com](http://www.twobirds.com).

In practice, a combination of different methods are used to assign values to different components of the network and a figure that is acceptable to both sides is arrived at through hard bargaining and negotiation.

Consequently, it is difficult to discern any legal or sometimes logical basis for the values recorded on the Central List.

There may well be scope for a legal claim attacking the whole basis on which networks are taxed under the rating system to show that telecoms networks should not be treated in the same way as ordinary commercial property and that it is nonsense to apply an old land law system to modern communications assets. Indeed, ground breaking law, to the benefit of the communications sector, could be created given the right circumstances and a willing client. However, the current focus on alternative dispute resolution means that we are likely to have to wait to for some time to see such a radical change.

**Peter Emanuel, London**

## A director's personal liability under German law for the infringement of intellectual property rights by a company

When a third person's intellectual property rights have been infringed by a company, it is clear that the ability to take legal action against the directors in a personal capacity may be advantageous. It will help to ensure that the judgment, particularly if this is injunctive, is effective. For example, if legal action is brought against the company only then a director may be able to continue the unlawful activity through another company. Perhaps most importantly, the potential personal liability of the director may act as a deterrent.

There is no express provision in German law governing the liability of directors for a company's infringement of a third person's intellectual property rights. However, caselaw has established that directors of limited liability companies (GmbH) can be held liable as can board members of stock corporations (AG). Caselaw has drawn a distinction



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between active infringement by directors or board members and indirect infringement.

Generally, a director's liability will depend on the structure of the company. Directors' responsibilities may be separate and divisible depending on the size of the company. If the directors' responsibilities cannot be carved up then any director will be liable for any infringement of a third person's intellectual property rights if he knew of the infringement and did nothing to prevent it. If the director's lack of knowledge can be shown to be due to negligence then it is thought that lack of knowledge will be no defence and he may still be personally liable. However, this has not yet been established by caselaw.

Conversely, if the directors' responsibilities are separate and can be carved up then a director might be personally liable if an infringement occurs within his area of responsibility and if he knew or should have known of the infringement. If the infringement occurs in another director's area of responsibility the legal position may be different. For example, the Regional Court Düsseldorf held that the CFO of a

company, which infringed a utility model, was not personally liable because he was not concerned with the marketing and development of the infringing product. However, as soon as the infringement is brought to the attention of any director (regardless of the internal distribution of responsibilities) then he must do everything possible to stop the infringing acts or he will become personally liable.

With regard to damages, a director's liability is based on fault. Therefore, if a director had no knowledge of the infringement then he will not be liable for damages caused by past infringement but might be responsible for damage caused by future infringement from the moment of notice. According to the Federal Supreme Court, the director must have had the legal and actual possibility to exert his influence on the infringer i.e. the company.

**Philipp Moritz Cepl, Düsseldorf**

## Major changes in international disputes on insolvency proceedings

On 4 September 2003, the Court of Appeal of Versailles handed down a decision in respect of the effects of an administration order made in England and Wales against an English company's French subsidiary. The decision is the first application of the EC Regulation n° 1346/2000 ("the Regulation") on insolvency proceedings since it came into force on 31 May 2002.

The issue was to determine whether insolvency proceedings, properly commenced in England and Wales against a French company, could be directly recognised in France or whether the French Courts could commence similar proceedings against the same company.

Jurisdictional issues arising out of insolvency proceedings are dealt with in Article 3-1 of the Regulation. Article 3-1 provides that jurisdiction is granted to the courts of that Member State where the centre of the company's main interests is situated. In



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the absence of evidence to the contrary, the centre of the company's main interests is presumed to be the company's registered office.

In this case, insolvency proceedings against the French company SAS ISA Daisytek, a subsidiary of the English company Daisytek-ISA Limited were commenced by an administration order of the Leeds High Court of Justice dated 16 May 2003. The court held that the French subsidiary's main interests were also in England (although the company itself was incorporated in France). The reason quoted was that major decisions concerning the French subsidiary were taken in England at the office of the Group's parent company.

This seems to be a broad interpretation of the "centre of main interests" by the English court and is all the more notable because it appears to go against the classic English concept of "place of incorporation" and leans more towards the concept of "effective place of business" or "siège réel" which is adopted into French law.

Ten days after the administration order was made by the Leeds High Court of Justice, the Commercial Court

of Pontoise commenced insolvency proceedings in France against SAS ISA Daisytek and a French receiver was appointed. The Court of Appeal of Versailles quashed this decision by the Commercial Court of Pontoise on the basis of the Regulation. The Court of Appeal's decision is significant in that it recognised the English insolvency proceedings and therefore properly respected the spirit of the Regulation and, more generally, the purposes of the European Community.

This case highlights the difficulty that could be encountered by Member States when interpreting whether or not it is entitled to seize jurisdiction in insolvency proceedings. The Regulation does not provide any clear definition of a company's "centre of main interests". It simply says that it is "the place where the debtor conducts the administration of his interests on a regular basis and is therefore ascertainable by third parties". This does offer some guidance but it is clear that interpretation will vary across the Member States. This may increase the number of disputes until the criterion is eventually clarified and standardised by a decision from the European Court of Justice.

**Claire Mourlaque, Paris**

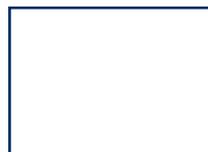
## Dutch court offers effective relief against market power abuse in summary proceedings

On 12 November 2003, the judge for provisional measures of the district court in The Hague issued an injunction against Dutch telecommunications provider KPN in order to prevent the abuse of KPN's dominant position on the Dutch broadband internet market.

This is the first time that a court in The Netherlands has issued injunctive relief for this reason in preliminary relief proceedings. Until now, courts required a provisional examination of the facts in preliminary relief proceedings to establish whether or not a dominant position existed. This judgment could therefore well be a turning point in Dutch caselaw, although it is too early yet to know for sure whether other judges will follow Judge Punt's example.

### Summary of the facts

KPN lost out in a tender by the Ministry of Education for the provision of broadband internet access services



to educational institutions in The Netherlands. Subsequently, KPN made a public offer to all schools in The Netherlands to provide them with free broadband internet access (xDSL). KPN claimed this to be a form of sponsorship. KPN submitted that the sponsorship was possible because the marketing budget was no longer being used to sponsor football league. Both the Ministry of Education and the Dutch Competition Authority had previously informed KPN that they had no objection. The Dutch Competition Authority approved the sponsorship because it considered that KPN did not hold a dominant position in the Dutch broadband internet market. The Dutch Competition Authority had reached its position on information supplied by KPN itself. The claimant in the case - the winner of the tender and an independent Internet Service Provider - sued KPN and its 100% affiliated ISP XS4 on the basis that its behaviour constituted abuse of a dominant market position.

### The decision

Notwithstanding the preliminary opinion of the Dutch Competition Authority, the court of The Hague ruled that KPN does have a dominant position on the broadband internet

market. The basis for the court's ruling was that KPN has a rapidly increasing market share (at present 41%) and control over an infrastructure that is not easily duplicated. As a result, KPN has the power to determine prices independently and so the offering of free services to schools is unlawful. Further, the court considered that KPN's behaviour amounted to predatory pricing and imposing a price squeeze. The court was not impressed by KPN's sponsorship argument.

### The court order

The court issued an injunction prohibiting both KPN and XS4 to make the offer in question or make any reference to it and ordering them to use the same channels through which the offer was announced to announce that the offer had been suspended and to reveal the terms of the injunction. The injunction also prohibits KPN from making any offer to educational institutions in The Netherlands below the cost price of the wholesale services necessary to offer the services. Each aspect of the order carries a penalty of € 200,000 per infringement per day to a maximum of € 30 million.

**Camilo Schutte and Elies Steyger,  
The Hague**

## Specialist intellectual property divisions introduced into twelve Italian courts

Specialist divisions have been introduced into twelve Italian courts to deal solely with matters relating to intellectual property. The specialist divisions will feature in the courts located in most of the main Italian cities, namely Bari, Bologna, Catania, Florence, Genoa, Milan, Naples, Palermo, Rome, Turin, Trieste and Venice.

The courts will decide disputes relating to national and community trade marks, patents, design and copyright as well as any competition matters connected with the protection of intellectual property rights. It is hoped that the establishment of these specialist intellectual property divisions will play a key role in helping such court proceedings in Italy to become more efficient and thus more cost effective. Further, it will help to guarantee that parties are treated fairly and can come to expect a greater uniformity in decisions because the Judges will be specialist intellectual property Judges with specific experience and technical knowledge.



Italy has shown itself once more to be acutely aware of the problems connected with the protection of intellectual property rights and to be directly and actively involved in creating a more efficient system so that intellectual property matters can be dealt with more efficiently and successfully in the future.

**Ilaria Musco, Milan**

### The value of "No Oral Modification" clauses in commercial contracts under Belgian law

Commercial contracts often contain what is known as a "No Oral Modification" or a "NOM" clause. The aim of NOM clauses is to protect the parties to the contract against unintended modifications of the contract by unauthorised representatives and employees.

NOM clauses can be very simple such as, for example, "No variation to this agreement shall be effective unless made in writing" or more sophisticated such as, for example, "No amendment or other variation of the Contract shall be effective unless it

is in writing, is dated, and is signed by an authorised representative of each party." NOM clauses are usually inserted as a typical boilerplate clause and not always with much thought as to their effect. Nevertheless, in practice, there sometimes appears to be confusion about the scope and enforceability of a NOM clause.

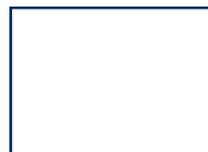
What is the effect of NOM clauses under Belgian law? The only legal instrument that does address the enforceability of NOM clauses is the United Nations Convention of 11 April 1980 on contracts for the International Sale of Goods ("CISG") that was ratified by Belgium on 4 September 1996. According to Article 29.2° of CISG, "A contract in writing which contains a provision requiring any modification or termination by agreement to be in writing may not be otherwise modified or terminated by agreement. However, a party may be precluded by his conduct from asserting such a provision to the extent that the other party has relied on that conduct."

The purpose of Article 29.2° of CISG is to render NOM clauses fully enforceable with one exception, that is, if the parties did make an oral modification to the contract then one

party may not rely on a NOM clause where the other party has relied on that oral modification. Article 29.2° of CISG applies to certain international contracts of sale of goods only. However, on the basis of general principles of Belgian contract law one can argue that NOM clauses appearing in contracts that do not fall within the scope of CISG are also valid and enforceable. But, as with Article 29.2 of CISG, the benefit of a NOM clause would not be available to a party if it could be established that parties waived the benefit of the clause.

NOM clauses do not, therefore, give absolute protection against "oral" modifications of a contract. Parties to a contract should exercise caution in their dealings and be aware that their conduct could still result in a valid amendment to a contract notwithstanding that the contract contains an otherwise valid NOM clause.

**Jan Decorte and George Roox,  
Brussels**



### Pilot case in Sweden relating to tendering cartels and the private enforcement of competition law

In the Spring of 2003, the municipality of Linköping issued proceedings against the two largest construction companies in Sweden in the City Court of Stockholm. The cause of action was that the companies had participated in a tendering cartel in relation to Linköping's procurement of asphalt paving. This is the first case in Sweden arising out of the private enforcement of EC competition rules.

The competition dispute began with an employment dispute within one of the defendant companies. In early 2000, the company initiated criminal proceedings against six of its former managers for embezzlement. The managers had been responsible for the tendering of asphalt procurement across Sweden including the municipality of Linköping. In their defence, the managers claimed that the monies they were accused of having embezzled were actually, with the knowledge and implied consent of the company, paid to other companies in a bid to prevent them from

submitting competitive tenders. The City Court of Stockholm found in favour of the managers and they were cleared of embezzlement.

Naturally, the municipality of Linköping felt compelled to take action and began to investigate the circumstances surrounding the procurement process for asphalt paving in the 1990s. The municipality contacted Bird & Bird Stockholm to lead the investigation and legal proceedings were commenced against the two companies on 8 April 2003.

In Sweden (as in Germany), the private enforcement of competition rules is regulated through a special statute, the Competition Act (1993:20). The Swedish statute was hastily drafted as a part of Sweden's compliance in the early 1990s with the recently acceded EEA Treaty and until now has never been tested in court. Accordingly, it is unclear exactly how the statute should be interpreted and applied and so far the dispute in the City Court of Stockholm has revolved around issues of interpretation.

In parallel with Bird & Bird's work, the Swedish Competition Authority is investigating the tendering cartel from a regulatory perspective. The enquiries began by a series of dawn raids against

the headquarters of all the major construction companies in Sweden and a wealth of illegal cartels were discovered. The Swedish Competition Authority found that some cartels had been active since the 1960's and that practically every construction company had been involved in one way or another. On 21 March 2003, the Swedish Authority took action against ten of the construction companies for infringing the Competition Act and sought payment of administrative fines in the sum of € 174,560,000. Corresponding investigations have been initiated by the Norwegian and Finnish competition authorities.

More municipalities have followed Linköping's example of private enforcement and initiated investigations of their own. To date, only one other municipality (also represented by Bird & Bird) has issued proceedings but more actions are expected in the future. The Swedish Association of Local Authorities has commissioned Bird & Bird to investigate and advise eleven more municipalities in relation to possible claims for damages.



## Focus on arbitration

What began life as an employment dispute has now grown into a fully fledged reassessment of the Nordic asphalt market and we will keep you abreast of all developments!

**Petter Nilsson and Bodil Ehlers,**  
**Stockholm**

## Focus on arbitration

Arbitration is the private resolution of disputes before an arbitrator or tribunal selected by the parties to determine the dispute(s) between them.

Our International Dispute Resolution Practice has genuine expertise and strength in assisting its clients in both domestic and international arbitration and we are keen to promote arbitration as a dispute resolution tool, where appropriate, to our clients.

As such, we have established an arbitration group to further build on our strength in this area and with a particular focus on Bird & Bird's chosen sectors.

We also follow the development of international arbitration closely through our involvement with a number arbitration institutions such as

the LCIA, ICC, IAI, Chamber of National and International Arbitration of Milan, Stockholm Chamber of Commerce and Deutsches Institute für Schiedsgerichtswesen.

In addition, John Kadelburger from our Stockholm Office will represent Sweden on The Board of Reporters of the Institute of Trans-national Arbitration (Dallas USA). In his role, John will provide quarterly reports on international arbitration to appear in the ITA Newsletter and on, [www.kluwerarbitration.com](http://www.kluwerarbitration.com), the most current international arbitration website which is produced by Kluwer Arbitration International, the Permanent Court of Arbitration and the International Council for Commercial Arbitration (ICCA). John's appointment to the board is most timely because a recent case (the CME case) has confirmed judicial support for arbitration in Sweden.

If you would like further information, please contact **Duncan Quinan** or **Jane Player** in London, **Marion Barbier** or **Marc Lipskier** in Paris and **John Kadelburger** in Stockholm or your country contact listed on the back of this Newsletter.

## CME case in Sweden

The parties to the case were CME, a private entity and the Czech Republic. The dispute related to a television licence. CME claimed that it had been deprived of the television licence through actions of the Czech Republic and an arbitral award issued in Stockholm, following arbitration under a Dutch BIT, went in CME's favour.

The Czech Republic challenged the award and complained, amongst other things, at the way the arbitrators had conducted the arbitration that the tribunal had not applied the applicable law, that there was *lis pendens/res judicata* and that the arbitrators had exceeded their mandate. The arbitral tribunal of three arbitrators all gave evidence voluntarily. In spite of the voluminous documentation and the number of witnesses - including a number of expert witnesses that gave evidence on various issues of international arbitration law, the case was concluded within five weeks.

The case demonstrates that the Swedish courts, like most of their European counterparts adopt an arbitration friendly view whilst at the same time ensuring that they fulfil their supervisory function in a speedy and efficient manner.



### ADR for technology disputes

This note summarises some highlights of a recent Bird & Bird article on ADR for Technology Disputes presented at the 5th KOPILA (Korea Private International Law Association) International Symposium. A copy of the full article is at [www.twobirds.com](http://www.twobirds.com).

#### What is Alternative Dispute Resolution?

The term "Alternative Dispute Resolution" (ADR) refers to the various processes by which disputes may be resolved outside the classic court and arbitration processes in a quicker and less expensive way. ADR is rapidly becoming a popular form of dispute resolution in technology cases.

The ADR mechanisms principally used include assisted negotiation, mediation/conciliation and expert determination. By far the most common form of ADR is mediation.

#### A Duty to Mediate?

Today most mediations take place when the parties to an existing dispute agree on an "ad hoc" basis to try to resolve the dispute by ADR. However, it is becoming more common for parties

to include ADR clauses in their technology (or other) agreements so that if a dispute arises an initial attempt to resolve it by means of ADR must be made before proceeding to the courts.

Are ADR clauses enforceable in the sense that if one of the parties ignores the clause and goes to court, will they be told by the court to go back to the dispute resolution system that they agreed upon?

*Cable & Wireless Plc v IBM United Kingdom Ltd* [2002] EWHC 2059 is the first well-publicised case in which a court in England has recognised mediation as a legally enforceable alternative to litigation under an ADR clause. Cable & Wireless sued IBM over a multi-million pound outsourcing agreement. On IBM's application Cable & Wireless was ordered to refer the dispute to mediation and the proceedings were stayed.

With the increase in the importance of ADR, it has now become a duty of the parties and their lawyers to seriously consider the possibility of resolving the dispute through ADR. If a party unreasonably refuses to do so, it places itself at a risk of adverse costs orders being made against it even if it succeeds in the case - *Dunnett v Railtrack* [2002] 1 WLR 2434.

The Cable & Wireless case is likely to be followed in other common law jurisdictions like Hong Kong.

#### Why Mediate?

- Less expensive
- Quicker
- Private and confidential
- Capable of preserving the business relationship between the parties
- Parties have complete control of the process and outcome of the resolution
- Parties are more likely to be satisfied with the solution that has been mutually agreed upon

Having said the above, not every ADR mechanism is suited to resolving every dispute as an alternative to litigation. There are some situations where mediation is not suitable and the disputes should be left to the court to decide. Test cases on new legislation are a good example.

#### A Recent Case Study: *CISCO Systems v Huawei Technologies*

Cisco Systems filed a lawsuit against China's biggest telecommunications equipment maker, Huawei Technologies, in January 2003 in the United States claiming that Huawei had infringed certain Cisco patents and



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illegally copied Cisco source code and other technical documentation by using it in the operating system for its routers and switches.

After the litigation began, Huawei agreed to remove certain elements from their products and to change parts of their technology. Although this left the past conduct in dispute, it resolved the matter going forward.

In order to make sure that the amended products no longer infringed Cisco's patents, the parties agreed to a stay of the litigation and to conduct an independent expert review process of the Huawei amended technologies.

This was an interesting example of using an alternative resolution technique by agreement as part of ongoing litigation to reduce the scope of the litigation rather than settle it completely. However, the agreement had an additional benefit in the whole case eventually settled after the expert determination report was prepared.

**Grace Suen, Hong Kong**

## Disputes around the world - where to go and why

Bird & Bird's International Dispute Resolution Practice has produced a country-by-country report which provides an overview of the process for resolving disputes in Belgium, France, Germany, Italy, Hong Kong, The Netherlands, Sweden and the UK.

The report is available on Bird & Bird's website. Alternatively, if you would like a hard copy of the report, please email [claire.tyler@twobirds.com](mailto:claire.tyler@twobirds.com)

## An important precedent for the music industry

Bird & Bird was recently involved in a precedent case relating to the way technology can be used for sharing music files over the internet. The Dutch royalties collection associations Buma/Stemra had appealed a decision which was handed down in the Dutch Courts in 2002 which argued that the distribution of software with peer-to-peer technology enabling the

swapping of files over the internet, is not in itself an infringement of copyright. On the 19th of December 2003, the Dutch Supreme Court confirmed this decision. Although the Supreme Court rejected the appeal on procedural grounds, it chose not to overturn the Court of Appeal's ruling on the copyright issue, which therefore remains an important precedent for courts everywhere in the world, where suits have been filed against distributors of peer-to-peer software.

The Dutch Supreme Court is the highest legal institution within The Netherlands. It only decides on points of law. Bird & Bird is one of the few law firms in The Netherlands with litigators who specialise in Supreme Court legislation. Its dedicated practice in The Hague is headed by Wouter Pors and Camilo Schutte. Both can be contacted on + 31 70 353 8800.



## Noticeboard

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### Events

#### CBI Working Lunches & Business Breakfasts

Bird & Bird is hosting a series of working lunches and business breakfasts in London on behalf of the CBI (Confederation of British Industry).

If you would like more information on any of these events please contact Claire Tyler on +44 (0)20 7415 6000 or by email: [claire.tyler@twobirds.com](mailto:claire.tyler@twobirds.com)

#### To be or not to be ... on the Board

David Hickson, Senior Legal Counsel, [lastminute.com](http://lastminute.com)

Philip Bramwell, Company Secretary and General Counsel, [mmO2](http://mmO2)

Lara Oyesanya, Divisional Counsel, RAC  
3 March 12.30 - 14.30

#### Corporate compliance disaster? 'It will never happen to me!'

Pierre Danon, Chief Executive, BT Retail  
10 March 08.30 - 10.00

#### IP: from latent to patent value - strategies for recognising and maximising the value inherent in your intellectual property portfolio

Jim Farley, Director, Babcock & Brown  
17 March 08.30 - 10.00

#### Selling your business: getting on to the front foot

Tim Lyle, Partner, Livingstone

Guarantee

24 March 08.30 - 10.00

#### Bird & Bird events

Bird & Bird regularly hosts seminars for its clients and contacts. Please refer to the list below for details of these events and who to contact for further information.

In addition, our lawyers speak at leading legal and industry events across the world. Please refer to our website for details of these events.

#### Employment law update

22 April 14.30 - 16.45

Bird & Bird, **Brussels**

Contact: [olivier.rijckaert@twobirds.com](mailto:olivier.rijckaert@twobirds.com)

#### HR aspects of multi-jurisdictional outsourcing

7 May 09.30 - 18.00

Bird & Bird, **London**

Contact: [paul.sammon@twobirds.com](mailto:paul.sammon@twobirds.com)

We appreciate your views and feedback, so please do let us know if there is something that you would like to see in the next edition of the newsletter. You can email our editor at [dispute.resolution@twobirds.com](mailto:dispute.resolution@twobirds.com)



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Jane Player (London)  
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Sarah Bishop (Editor)

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[www.twobirds.com](http://www.twobirds.com)

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