



The Asia-Pacific Arbitration Review 2021

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The Asia-Pacific Arbitration Review 2021

A Global Arbitration Review Special Report

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Arbitration of intellectual property and licensing disputes

Craig I Celniker, David Hambrick, Sarah Thomas, Daniel Steel, Cheryl Zhu and Janelle Hyun
Morrison & Foerster

In summary

Rights holders have traditionally turned to court litigation to protect IP rights such as patents, copyrights, trademarks and trade secrets – or to enforce IP licensing agreements. This brings certain challenges, such as a public forum, unfamiliar laws and procedures, judges with varying IP law expertise, concern for national interests, and the risk that a judgment cannot be enforced in other jurisdictions. Arbitration offers an alternative mechanism and has a number of advantages, including confidentiality, a neutral forum or a single forum, the ability to select arbitrators with technical expertise, symmetrical risk for licensors, and cross-border enforceability of arbitral awards. This chapter considers the viability and desirability of arbitration as a means of resolving cross-border IP and IP-related disputes with a focus on Asia.

Discussion points

- Prerequisites for using arbitration to resolve IP and IP-related disputes;
- Advantages of resolving cross-border IP and IP-related disputes through arbitration as compared to litigation;
- Efforts to address historical concerns about arbitration of IP and IP-related disputes; and
- Reasons for increasing use of arbitration in Asia to resolve disputes involving IP and licensing issues.

Referenced in this article

- HKIAC – Hong Kong International Arbitration Centre
- ICC – the International Chamber of Commerce
- SIAC – Singapore International Arbitration Centre
- ITAC – International Arbitration Center in Tokyo
- PRC National IP Administration
- Hong Kong Arbitration Ordinance
- Singapore International Arbitration Act
- HKIAC Panel of Arbitrators for Intellectual Property Disputes
- Hague Judgments Convention – Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial
- UNCITRAL Model Law on International Commercial Arbitration
- International Centre for Dispute Resolution
- SCC – Stockholm Chamber of Commerce

IP rights – such as patents, copyrights, trademarks and trade secrets – are more important than ever. When seeking to protect IP rights or enforce agreements licensing those rights, rights holders have traditionally turned to litigation, where they often must pursue proceedings in multiple jurisdictions. The challenges that litigants face in court litigation are multi-fold and include a public forum, unfamiliar laws and procedures, judges of varying IP law expertise and experience, concern for national interests, and the prospect of receiving a judgment that is often incapable of enforcement in other jurisdictions. We consider the viability and desirability of arbitration as a means of resolving cross-border IP and IP-related disputes, with a focus on Asia.

Using arbitration to resolve IP and IP-related disputes

There are several types of dispute that arise in relation to IP rights. Infringement disputes arise when a person uses intellectual property without the owner's permission. Ownership disputes arise when there are questions about who owns the intellectual property. Validity disputes arise when parties disagree about whether an IP right is legitimate or was granted in error. Licensing disputes arise when there is a breach of a contract licensing IP rights. In principle, all these different types of IP dispute can be resolved by arbitration, provided that the following two conditions are met.

First, because arbitration is a creature of contract, the parties must have agreed to arbitrate their disputes. Parties reach agreement in one of two ways. Most commonly, parties agree to arbitrate before a dispute arises, through an arbitration agreement in a contract, such as a licensing agreement, a technology agreement or a trademark co-existence agreement. Alternatively, and less commonly, parties agree to arbitrate after the dispute has arisen. This is necessary, for example, where the claimant asserts non-contractual (tortious or statutory) claims against an entity with which it has no pre-existing contractual relationship containing an arbitration agreement. This is typically the case in infringement disputes. Because it is often difficult to reach any agreement once a dispute has arisen, a subsequent agreement on arbitration is far less common.

Second, the laws of the relevant jurisdiction must permit arbitration of the dispute. In the Asia-Pacific region, the arbitrability of IP disputes varies by jurisdiction and type of dispute involved. For example, on the one hand, Mainland China does not permit arbitration relating to the validity of patents or registered trademarks.¹ On the other hand, Hong Kong² and Singapore³ have legislated to clarify expressly in their arbitration legislation that (absent other reasons) disputes relating to an IP issue are arbitrable. Typically, jurisdictions that allow determination of validity in arbitration provide that any award determining validity only binds the parties to the arbitration.⁴ Similarly, such jurisdictions typically provide that an award finding an IP right invalid does not automatically result in national recognition of the invalidity of the IP right.⁵

If there is no prior arbitration agreement and the parties cannot reach a subsequent agreement on arbitration or the IP or IP-related dispute is non-arbitrable, parties must resort to resolution before national courts or specialist administrative bodies.

Advantages of using arbitration for Cross-border IP and IP-related disputes

Today's IP and IP-related disputes are usually cross-border battles that are (absent contrary agreement) potentially in multiple jurisdictions. In this context, arbitration offers a number of advantages over litigation:

- Neutral forum – one frequently praised feature of international arbitration is its neutrality. Most leading arbitral institutions have a policy of appointing a sole arbitrator or presiding arbitrator of a nationality different to the parties.⁶ This feature is especially desirable in IP and IP-related disputes, which often involve companies that are sources of national pride or major jobs creators. In some cases, such politically important entities may find favour (or at least be perceived to find favour) in national courts or before national administrative bodies.⁷
- Single forum – arbitration offers the ability to centralise dispute resolution in one venue and to produce an award that is readily enforceable in other jurisdictions. This is cost-efficient, potentially saves time, and removes the risk of conflicting outcomes in different forums.
- Ability to select arbitrators with technical expertise – being able to choose arbitrators with special knowledge or technical experience in arbitration presents a significant advantage over litigation in national courts as it gives parties the opportunity to ensure that at least their nominated co-arbitrator has the necessary technical expertise, something national courts cannot always guarantee. Several leading arbitral institutions (including a number of institutions in Asia)⁸ have recognised this need and have created panels of arbitrators with demonstrable experience and expertise in IP disputes.
- Confidentiality – one clear advantage of arbitration is that, as a general principle, arbitral proceedings are confidential. Most arbitral rules mandate confidentiality of the existence of the arbitral proceedings, pleadings, evidence and all documents produced in the arbitral proceedings as the default,⁹ while confidentiality is the default position of common law and in legislation in some major arbitral seats (e.g. London, Singapore and Hong Kong).¹⁰ This is especially significant in the context of IP disputes, given that IP is often highly sensitive.
- Symmetrical risk for licensors – arbitration avoids the risk of a validity ruling that has effect vis-à-vis third parties and thus presents a symmetrical risk for licensors and licensees. In the typical litigation setting, a licensee will attempt to defend itself against a claim for non-payment of royalties by asserting invalidity (or unenforceability). If the defence is granted, the patent is invalid as to all licensees. In other words, by attempting to collect royalties from one licensee, the licensor puts its royalties from all licensees at risk and thus faces an asymmetrical risk. In arbitration, an invalidity ruling only binds the parties to the arbitration, so the licensor's royalties from other licensees are not put at risk.
- Cross-border enforceability of arbitral awards – in contrast to court judgments, arbitral awards are readily enforceable across borders in 165 countries and territories under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). The New York Convention requires contracting states to recognise

and enforce arbitral awards made in the territory of another contracting country or territory, whether for money damages, prohibitive or mandatory injunctions, or specific performance, subject to very limited procedural exceptions. In stark contrast, there is no multilateral treaty on recognition and enforcement of court judgments in force.¹¹ Cross-border enforcement of court judgments is limited to bilateral or regional treaties and reciprocity, or political associations (e.g. the Commonwealth); insofar as judgments are recognised and enforced, enforcement is almost always limited to money judgments. This is a significant limitation in IP disputes, where injunctive relief is often the key or only meaningful type of relief for rights holders.

Arbitration has a lot to offer in cross-border IP and IP-related disputes. It allows for more efficient and potentially higher-quality resolution of disputes with the option to protect much-needed confidentiality, while also affording superior global enforceability of awards, including awards of all-important injunctive relief.

Efforts to address historical concerns about arbitration of IP and IP-related disputes

Notwithstanding the clear benefits described above, rights holders have favoured litigation when seeking to protect IP rights or to enforce agreements licensing those rights. The historical reasons for this have been multifaceted.¹² They include greater familiarity with court litigation, concerns about the ability of arbitral tribunals to determine IP issues (especially validity), concerns about lack of access to prompt interim relief, perceived deficiencies in arbitration procedures (e.g. the inability under some regimes to consolidate multiple arbitrations or to obtain dismissal of frivolous claims), as well as concerns about the availability of injunctive relief and the ability ultimately to enforce such relief.

The latter concerns about the availability and enforceability of awards of injunctive relief have been particularly important for IP rights holders, for whom injunctive relief is often the only meaningful type of relief.¹³ Some parties (particularly US parties) have attempted to pursue a middle path by drafting arbitration clauses with carve-outs for claims related to IP rights.¹⁴ However, this approach often results in confusion, undesirable jurisdictional disputes over the nature and scope of the claims made, as well as inefficiencies in the dispute resolution process, including litigation in multiple forums.¹⁵ In fact, concerns about the availability and enforceability of final awards of (permanent) injunctive relief have always been somewhat misplaced. Since its entry into force on 7 June 1959, the New York Convention has always obliged contracting states to recognise and enforce arbitral awards rendered in other contracting states (Article III). The New York Convention has never drawn a distinction between monetary and non-monetary awards. National courts have routinely enforced final injunctive relief in arbitration awards.¹⁶ Moreover, national legislation in certain jurisdictions has clarified expressly that parties are entitled to have direct recourse to national courts to seek interim measures in aid of arbitration.¹⁷

Concerns about the arbitrability of IP and IP-related disputes have been addressed in certain jurisdictions through national legislation and case law. Certain national legislation has further clarified that IP disputes are arbitrable.¹⁸

Clarifications in national legislation and institutional rules have made clear that it is permissible for parties to arbitration agreements to have direct recourse to national courts to obtain interim measures (often the fastest route); such applications are not considered inconsistent with the agreement to arbitrate.¹⁹ That said, not

all jurisdictions will entertain applications for interim measures in aid of foreign-seated arbitration; the most notable example – and often critically important in IP and IP-related disputes – is Mainland China. These difficulties, however, are not unique to arbitration and the position with respect to obtaining judicial assistance in aid of foreign litigation is typically less favourable. In fact, the position with respect to Mainland China has improved dramatically in the past year with the execution by Mainland China and Hong Kong on the Arrangement Concerning Mutual Assistance in Court-Ordered Interim Measures in Aid of Arbitral Proceedings. It permits parties to Hong Kong-seated arbitrations administered by certain arbitral institutions (including the Hong Kong International Arbitration Centre (HKIAC) and the International Chamber of Commerce) to obtain interim measures (specifically, three types of preservation order: evidence preservation; asset preservation; and conduct preservation, that is, ordering a party to take or refrain from certain action) from the Chinese courts,²⁰ thereby placing rights holders with Hong Kong arbitration agreements at an unparalleled advantage in disputes with Chinese entities. As of 27 August 2020, the HKIAC had processed 25 applications for interim measures to the Chinese courts under the Arrangement.²¹ The HKIAC reported that it was aware of 17 decisions issued by the Intermediate People's Courts, all of which granted the applications for preservation of assets.²²

Given the historical challenges that parties have faced in obtaining interim measures from the courts in some jurisdictions, arbitral tribunals are empowered to grant interim measures. As interim measures are often sought in the “grey zone” prior to constitution of the tribunal, many arbitral institutions have amended their institutional rules to offer parties access to an emergency arbitrator tasked with hearing applications for interim measures prior to constitution of the tribunal.²³ In support of the emergency arbitrator mechanism, Hong Kong²⁴ and Singapore²⁵ have enacted statutory provisions expressly permitting the recognition and enforcement of emergency arbitrator awards. In other jurisdictions, emergency arbitrator awards are generally not enforceable, but may be enforced on a case-by-case basis. Although unenforceable in most national courts, emergency arbitrator awards have considerable “soft” power and often enjoy voluntary compliance.²⁶

Over the past decade, arbitral institutions have developed their institutional rules to address some of the perceived inadequacies of arbitration as a dispute resolution tool. These institutions have adapted their rules to allow for multi-contract arbitrations, consolidation of related arbitrations, expedited procedures, and procedures permitting tribunals to make early determinations of claims or defences that are manifestly without merit or outside the tribunal's jurisdiction.

Efforts in Asia to encourage arbitration of IP and IP-related disputes

In recent years, the number of IP and IP-related disputes (particularly in relation to patents) in Asia has grown significantly and jurisdictions in the region have recognised the growing need and demand for systems and structures to support arbitration of such disputes. Hong Kong and Singapore, in particular, have developed their arbitration legislation strategically over the past decade to optimise the legislative environment for arbitration, including acknowledging expressly the arbitrability of IP disputes and facilitating the enforcement of interim measures. The SIAC and the HKIAC have both established panels of arbitrators for IP disputes, while in Japan a new institution specialising in IP disputes, the International Arbitration Center in Tokyo, was launched in

September 2018 in order to cater to the growing number of patent disputes in the region.²⁷ In Mainland China, at the end of 2016, the PRC State Council announced a plan to boost IP protection, listing IP arbitration as a key element of building a sound IP dispute resolution system.²⁸ To this end, in 2018, the National IP Administration selected 29 key institutions to lead the development of IP arbitration in China.²⁹

Conclusion

IP rights are increasingly important and increasingly the subject of cross-border disputes. Litigation is generally a sub-optimal means of resolving cross-border disputes for a variety of reasons; this is particularly so in IP and IP-related disputes, in which rights holders often seek injunctive relief. If parties can agree, and if an appropriate seat of arbitration is chosen, arbitration offers numerous advantages for resolving IP and licensing disputes as compared to litigation. Parties should strongly consider agreeing to resolve such disputes in arbitration when entering into contracts or when disputes arise. The developments highlighted above show how some jurisdictions in Asia have embraced arbitration as a means for effective and efficient resolution of disputes involving IP and licensing issues, and how they are promoting its use through innovative laws, institutions and initiatives.

Notes

- 1 Neither the PRC Patent Law nor the PRC Trademark Law permits arbitral tribunals to adjudicate disputes relating to IP validity. The power to grant, review and invalidate these IP rights lie with state administrative agencies.
- 2 Hong Kong Arbitration Ordinance, section 103D(1) (providing “[a]n IPR dispute is capable of settlement by arbitration as between the parties to the IPR dispute”).
- 3 Singapore International Arbitration Act, section 26B (providing “[t]he subject-matter of an IPR dispute is capable of settlement by arbitration as between the parties to the IPR dispute”).
- 4 See, for example, Singapore International Arbitration Act, section 26C(2); Hong Kong Arbitration Ordinance, section 103E(2).
- 5 See, for example, Singapore International Arbitration Act, section 26C(3); Hong Kong Arbitration Ordinance, section 103E(3). It is worth noting, however, that under the US Code of Federal Regulations (37 CFR § 1.335), a patentee, or the patentee's assignee or licensee, must file with the US Patent and Trademark Office written notice of any award pursuant to voluntary arbitration under the US Patent Act (35 USC § 294); these notices are included in the publicly available patent file.
- 6 See, for example, Article 11.2 of the 2018 Administered Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC) and paragraph 3.1 of the HKIAC Practice Note on Appointment of Arbitrators; Article 6.1 of the 2020 Arbitration Rules of the London Court of International Arbitration (LCIA) and paragraph 52 of the LCIA Notes for Parties; Article 13(5) of the 2017 Rules of Arbitration of the International Chamber of Commerce (ICC) and paragraph 43 of the ICC Note to National Committees and Groups of ICC on the Proposal of Arbitrators.
- 7 In some jurisdictions, courts may be permitted or even required to consider national interests and societal impact when rendering judgments. For example, in Mainland China, Article 10 of the PRC Judges Law obliges judges to “safeguard state interests and social public interests”, while Article 2 of the PRC Origination Law of the PRC Courts obliges judges to protect “social order” and safeguard “social fairness”.

- 8 For example, the HKIAC has established a Panel of Arbitrators for Intellectual Property Disputes with more than 50 members (available at: www.hkiac.org/arbitration/arbitrators/panel-arbitrators-intellectual-property), and the Singapore International Arbitration Centre (SIAC) has a panel of arbitrators for IP disputes with more than 20 members (available at: www.siac.org.sg/our-arbitrators/siac-panel#ip).
- 9 One notable exception is the ICC, which does not provide a general duty to maintain the confidentiality of the arbitration, and provides, as a default in Section III(D) of the ICC Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration, that ICC arbitral awards made as from 1 January 2019 are publishable. Parties to an ICC arbitration may agree on specific confidentiality undertakings in the Terms of Reference or may request the arbitral tribunal to make orders or take other measures necessary to ensure the protection of trade secrets and other confidential information under Article 22(3) of the 2017 ICC Rules of Arbitration.
- 10 John Forster Emmott v Michael Wilson & Partners Ltd [2008] 2 All ER (Comm) 193; AAY v AAZ [2011] 1 SLR 1093; Hong Kong Arbitration Ordinance, section 18(1).
- 11 The multilateral Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (the Hague Judgments Convention) (governing cross-border recognition of judgments in civil and commercial matters) has been signed by only two countries and has not yet entered into force. Notably, if and when the Hague Judgments Convention does enter into force, it will not apply to IP matters (Article 2(m)), including judgments on the validity of an IP right, judgments declaring the (non-)infringement of an IP right, judgments awarding damages for the infringement of an IP right, and injunctions to cease and desist from behaviour infringing an IP right.
- 12 See, for example, the World Intellectual Property Organization (available at: www.ipo.int/amc/en/arbitration/why-is-arb.html (last visited 28 August 2020)), which states: "[t]raditionally, arbitrability, the question of whether the subject matter of a dispute may be resolved through arbitration, arose in relation to arbitration of certain IP disputes. As IP rights, such as patents, are granted by national authorities, it was argued that disputes regarding such rights should be resolved by a public body within the national system."
- 13 This is especially important in trademark infringement disputes. As noted by Sophia Bonne, Théophile Margellos, Gordon Humphreys et al: "For trademark cases, for example one involving counterfeit goods or market confusion, the plaintiff's primary aim is often to obtain an injunction: the critical thing is to get the offending goods off the market and to preserve the origin function and the integrity of the trademark." *Creating Value in International Intellectual Property Disputes*, pp. 7–8 (2018).
- 14 Christopher R. Drahozal, Erin O. O'Connor, *Unbundling Procedure: Carve-Outs from Arbitration Clauses*, 66(5) FL. L.Rev. 1945, 1976 (2015).
- 15 See, for example, *Oracle America Inc v Myriad Group AG*, 724 F 3d 1069 (9th Cir. 2013), concerning the scope of a carve-out of IP disputes in an arbitration clause. Oracle America Inc filed suit against Myriad Group AG for breach of contract in US courts, but Myriad Group AG moved to compel arbitration and the US Court of Appeal for the 9th Circuit held on appeal that the question of the scope of the arbitration clause with a carve-out for IP disputes was to be determined by the arbitral tribunal, thus causing Oracle America Inc to have wasted considerable time and expense in pursuing its claim before the US courts.
- 16 Gary B Born, *International Commercial Arbitration*, 3072–3073 (2nd ed. 2014).
- 17 See, for example, Hong Kong Arbitration Ordinance, section 21; Singapore International Arbitration Act, First Schedule, Article 9 (adopting Article 9 of the UNCITRAL Model Law on International Commercial Arbitration).
- 18 See, for example, Hong Kong Arbitration Ordinance, section 103D(1); Singapore International Arbitration Act, section 26B(1).
- 19 See, for example, Hong Kong Arbitration Ordinance, section 21; Singapore International Arbitration Act, First Schedule, Article 9 (adopting Article 9 of the UNCITRAL Model Law on International Commercial Arbitration); 2016 SIAC Rules, Rule 30.3; 2018 HKIAC Administered Rules, Article 23.9; 2020 LCIA Arbitration Rules, Articles 9B.13 and 25.3; ICC Rules of Arbitration, Article 28(2).
- 20 The Arrangement came into force on 1 October 2019.
- 21 HKIAC (available at: <https://hkiac.glueup.com/en/organization/917/campaign/51646> (last visited 28 August 2020)).
- 22 *Id.*
- 23 The International Centre for Dispute Resolution was the first to adopt emergency arbitrator provisions in 2006. Other institutions soon followed: Stockholm Chamber of Commerce (SCC) and SIAC in 2010, the ICC and the Swiss Chambers' Arbitration Institution in 2012, and the HKIAC in 2013.
- 24 Hong Kong Arbitration Ordinance, section 22B(1).
- 25 Singapore International Arbitration Act, section 2(1).
- 26 Edna Sussman and Alexandra Dosman, "Evaluating the Advantages and Drawbacks of Emergency Arbitrators", *New York Law Journal* (30 March 2015), (available at: www.law.com/newyorklawjournal/almID/1202721577568/Evaluating-the-Advantages-and-Drawbacks-of-Emergency-Arbitrators/). "The statistics from the arbitral institutions and anecdotal evidence suggest that parties often voluntarily comply with emergency arbitral awards or orders."
- 27 知財仲裁機関、東京に9月開設, *The Nikkei*, 28 June 2018 (available at: <https://r.nikkei.com/article/DGKKZO32323330X20C18A6MM8000?s=5>): "Asia's first patent arbitration hub to open in Tokyo", *Nikkei Asian Review*, 28 June 2018 (available at: <https://asia.nikkei.com/Business/Business-trends/Asia-s-first-patent-arbitration-hub-to-open-in-Tokyo>).
- 28 The State Council of the People's Republic of China, The "13th Five-year Plan" Notice of the State Council Concerning Planning on Protecting and Using Intellectual Property Rights (国务院关于印发“十三五”国家知识产权保护和运用规划的通知) (30 December 2016) (available at: www.gov.cn/zhengce/content/2017-01/13/content_5159483.htm).
- 29 "State Intellectual Property Office Releases List of 29 Arbitral Institutions as Leaders for IP Dispute Resolution", *Legal Daily*, 16 July 2018 (available at: http://qd.ifeng.com/a/20180716/6727988_0.shtml).



Craig I Celniker
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Craig Celniker leads Morrison & Foerster's global international arbitration and Asia dispute resolution practices. He has more than 25 years' experience in international commercial litigation and arbitration, and 16 years of experience in commercial litigation and arbitration in Asia. Clients value Craig's ability to assess difficult situations, strike the right tone and manage parties effectively. They describe him as "an exceptional strategist on both the legal and business levels", "a world-class lawyer" and "highly experienced, knowledgeable and business-minded. His strategies make you feel safe".

Craig represents clients from every continent and across diverse industries on their most challenging litigation issues. He is particularly well-versed in matters that involve Japan, China and Southeast Asia. His experience spans a wide range of commercial disputes and investigations before courts, administrative agencies and arbitral tribunals. He is well respected for his deep experience in IP litigation, and he regularly arbitrates IP disputes.

Craig has acted in more than 80 international arbitrations before the world's leading tribunals. He advises clients on a wide range of arbitration issues including jurisdiction, the benefits of arbitration under different regimes, and the enforcement of awards. He is a member of the Panel of Arbitrators for the Japan Commercial Arbitration Association, Shenzhen Court of International Arbitration, Shanghai International Arbitration Centre and the IP Panel of Arbitrators for the Singapore International Arbitration Centre. He is also a recommended international arbitrator for the Pacific International Arbitration Centre in Vietnam.



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David Hambrick is a disputes and compliance associate in Morrison & Foerster's Singapore office. He advises and represents clients in high-value international arbitration proceedings and complex litigations, with a particular focus on energy, insurance, construction, joint venture, sovereign wealth funds, and general commercial disputes. David's practice also includes multijurisdictional investigations, regulatory matters and compliance reviews involving financial institutions and global companies.

David regularly provides transactional and pre-dispute advice to clients on a wide range of issues such as the construction of arbitration clauses in commercial contracts, third-party funding, risk analysis and mitigation, and sovereign immunity.

Before joining Morrison & Foerster, David was an international arbitration and litigation associate in the London, Paris and New York offices of another leading international law firm. He served as a law clerk to the Honourable Andrew J Peck of the United States District Court for the Southern District of New York in 2009.

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For the past two years, Sarah has taken a leadership role in driving forward the China International Arbitration practice and has secured successful outcomes in a number of important arbitration representations. She is active in the arbitration community and is a frequent speaker at arbitration conferences and events.



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Daniel also has experience with white collar criminal matters, including advising on Foreign Corrupt Practices Act issues, conducting internal investigations, anti-bribery M&A due diligence, and advising on and implementing compliance policies and programmes.

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Daniel received his bachelor of arts (hons) (law) from Magdalene College, University of Cambridge, and his master of laws in international legal studies from Georgetown University Law Center. Daniel is fluent in English and Norwegian.



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Cheryl Zhu is a litigation associate in Morrison & Foerster's Hong Kong Office. She advises clients on commercial arbitration, litigation and investigation matters with a particular focus on matters in greater China, representing both multinational and Chinese clients. Cheryl has extensive experience in China-focused arbitration work, including Chinese-language proceedings before the CIETAC. She handles matters for clients in a wide range of industries, including technology, manufacturing, pharmaceuticals and finance. Cheryl is fluent in English and Mandarin.



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