



# IP NEWS

Indonesia, Malaysia and Singapore

BAKER & MCKENZIE

## Intellectual Property News May 2016

We are delighted to share with you the latest edition of our newsletter covering the latest Intellectual Property developments in Indonesia, Malaysia and Singapore.

We trust you will find this newsletter useful. If you would like any further information, please contact the team in your jurisdiction.  
Best regards,

Baker & McKenzie.Wong & Leow (Singapore)  
Hadiputranto, Hadinoto & Partners (Indonesia)  
Wong & Partners (Malaysia)



### Draft patent law discussed

A parliamentary committee of Indonesia's House of People's Representatives (*Dewan Perwakilan Rakyat* ("DPR")) is currently reviewing and discussing a draft patent law.

The draft patent law has been placed in the 2016 National Legislative Program ("**Prolegnas**") of the DPR as one of the prioritized pieces of legislation for 2016. The new patent law is expected to be enacted in the first half of 2016.

We highlight below some key points of the September 2015 draft amendment to the draft patent law.

### No data exclusivity rules

The draft patent law provides that if an invention is related to genetic resources and/or traditional knowledge, the source of those genetic resources and/or traditional knowledge must be mentioned clearly and properly.

### Subject Matters Not Regarded As Invention

Under the current law, rules and method about computer program are not



## In this Issue

### Recent Developments In

[Indonesia](#)

[Malaysia](#)

[Singapore](#)

[Latest News](#)

For more information, please contact:

**Kuala Lumpur**  
**Chew Kherk Ying**  
Partner  
Tel: +60 3 2298 7933  
[kherk.ying.chew@wongpartners.com](mailto:kherk.ying.chew@wongpartners.com)

**Singapore**  
**Andy Leck**  
Managing Principal  
Tel: +65 6434 2525  
[andy.leck@bakermckenzie.com](mailto:andy.leck@bakermckenzie.com)

**Jakarta**  
**Daru Lukiantono**  
Partner  
Tel: +62 21 2960 8588  
[daru.lukiantono@bakernet.com](mailto:daru.lukiantono@bakernet.com)

Baker & McKenzie.Wong & Leow\*  
[www.bakermckenzie.com/Singapore](http://www.bakermckenzie.com/Singapore)

Hadiputranto, Hadinoto & Partners\*

considered as inventions. In the draft patent law, this has been amended to rules and method that only comprise computer programs. This amendment opens the possibility of computer-related inventions being protected as patents.

One other subject matter added to those that are not regarded as inventions is discovery in the forms of (i) new use of a known product, and (ii) new forms of existing compounds that show no increase of efficacy.

### **Substantive Examination**

The draft patent law provides that the substantive examination can be done by examiners and also by outsourced experts. The purpose is to increase the quality of the examination, and to provide a skilled workforce for fields that have not been controlled by examiners.

### **Compulsory License and Government Use**

The draft patent law provides more clarity on the ruling of compulsory licenses and government use.

For compulsory licenses, the new ruling will include, among other things, (i) reasons for the delay in providing decisions on compulsory licenses; (ii) new timeframe for decisions to grant or reject compulsory licenses applications, (iii) the State's approval to export patented products to other developing or less developed countries that are in need of certain pharmaceutical products due to endemic diseases by request of those countries, and (iv) compulsory licenses regarding semi-conductor technology.

For implementation of patents by the Government, the proposed amendment will limit the Government's implementation of patents for domestic needs to non-commercial purposes.

The Government's implementation of patents in connection with state defense and security includes firearms, ammunition, military explosives, interception, tapping, reconnaissance, encryption, or other processes and apparatuses for the state's defense and security. For urgent needs for the public interest, the Government's use of patents will include (a) pharmaceutical and/or biotechnology products for endemic diseases; (b) chemical and/or biotechnology products in agriculture for food security; (c) veterinary medicines to tackle endemic pests and animal diseases; (d) processes and/or products to tackle natural disasters and/or environmental disasters.

### **Extension of Bolar Provision**

The draft patent law amends the number of years for a third party to use a patented invention for the purpose of carrying out tests, preparing for production, and seeking regulatory/marketing approval before the patent expires, from two years to three years.

Further amendments to the draft patent law are still possible at this stage, as the parliamentary committee is still open to comments on the draft patent law.

### **DARU LUKIANTONO / PRIMASTUTI PURNAMASARI**

Partner / Associate Partner  
Hadiputranto, Hadinoto & Partners

[www.hhp.co.id](http://www.hhp.co.id)

Wong & Partners\*  
[www.wongpartners.com](http://www.wongpartners.com)

\* Baker & McKenzie, Wong & Leow, Hadiputranto, Hadinoto & Partners and Wong & Partners are member firms of Baker & McKenzie International in Singapore, Indonesia and Malaysia respectively



## Recordation of Intellectual Property Licence Agreement

The Indonesian intellectual property laws have always required intellectual property rights licenses in Indonesia to be recorded at the Intellectual Property Office. This requirement is set out on the Copyright Law, Patent Law, Trademark Law, Industrial Design Law, Layout Designs of Integrated Circuits Law and Trade Secrets Law. However, such recordal mechanism has not been carried out due to the lack of implementing regulation, even though the legal consequence is that, if an intellectual property licence is not recorded, it would not be binding on any third parties.

To implement that requirement, the Ministry of Law and Human Rights ("**MoLHR**") recently enacted MoLHR Regulation No. 8 of 2016 on Requirements and Procedures for Recordal of IP License Agreements ("**Regulation 8/2016**") which stipulates the procedural steps to record an intellectual property licence.

According to Regulation 8/2016, requests for recordation of an intellectual property licence can be submitted to the Directorate General of Intellectual Property ("**DGIP**") manually or online. However, the website of the DGIP does not yet provide a facility to implement this. Therefore, for now requests for recordation need to be submitted to the DGIP by hand.

To support a request for recordation of intellectual property licence, an application would need to submit (1) a copy of the licence agreement, (2) a copy of the certificate of registration of the intellectual property rights, (3) an original power of attorney, and (4) an original payment receipt. The applicant is also required to submit a statement confirming that the licensed intellectual property rights are currently valid, and that the licence would not jeopardise the national economy, hinder technological development or contravene the prevailing laws.

The DGIP will then examine the request for recordation of intellectual property licence and record the intellectual property licence within ten days after it receives the request. The DGIP will publish the recorded intellectual property licence on the website of DGIP. A recordation of an intellectual property licence is valid for five years and is renewable.

With the issuance of the implementing regulation, it is now necessary for licensor or licensee to record their intellectual property licence at the DGIP, to ensure that the use of the intellectual property rights in Indonesia based on the licence agreement is protected.

**DARU LUKIANTONO / GAYATRI PUTRI UTAMI**

Partner / Senior Associate

Hadiputranto, Hadinoto & Partners

[Back to top](#)




**MALAYSIA**

## Confusion and Honest Concurrent Use in Trade Mark Opposition

*Dynawell Corporation (M) Sdn Bhd V Dynasty Landmark Sdn Bhd; Pendaftar Cap Dagangan Malaysia [2015] 1 LNS 1195*, concerned an appeal against the

Registrar's decision which disallowed the registration of the plaintiff's "DYNASTY" mark.

The plaintiff operates and manages its hotel business, the "DYNASTY HOTEL" in Kuala Lumpur and filed an application for its 'DYNASTY' trade mark in 2000. The defendant opposed the plaintiff's application in 2007. The Registrar subsequently disallowed the plaintiff's application for its 'DYNASTY' trade mark. The defendant is the registered proprietor of the trade mark "DYNASTY HOTEL" and operates its hotel business in Sarawak, East Malaysia since 1992. The plaintiff's and the defendant's marks are illustrated below.

<b>Plaintiff's trade mark (App No. 00012622)</b>	<b>Defendant's trade mark (Reg No. 98002352)</b>
	<b>DYNASTY HOTEL</b>
<i>Providing hotel accommodation; food and drink catering; cafes; cafeterias; canteens; rental of temporary accommodation; boarding houses; tourist homes; hotels; restaurants; boarding house bookings; hotel reservation; self-service restaurants; snack-bars; cocktail lounge services; holiday camp services; temporary accommodation reservations; motel; rental of meeting rooms; all being services included class 43.</i>	<i>Services for providing food and drink, temporary accommodation; all included in class 43.</i>

The plaintiff challenged the Registrar's decision in this appeal on the ground that the Registrar has erred in law and in fact.

### **Confusion and Deception**

The High Court endorsed the test adopted in the decision in *Tohtonku Sdn Bhd v Superace (M) Sdn Bhd [1992] 2 MLJ 63* and in applying this test, the High Court considered the visual differences of the marks, the goods/services to which they are applied and the channels through which the goods/services are bought or sold.

Based on this test, the High Court held that both the plaintiff's and the defendant's marks are similar and the plaintiff's mark cannot be allowed in the market as it will result in confusion and deception.

It is also of interest that the High Court held that where parties' services are in direct competition i.e. hotel services industry, only a small degree of similarity is required to establish the likelihood of confusion.

### **Honest Concurrent User**

Defence of 'honest concurrent use' was raised by the plaintiff. However, the High Court held that this defence is not available to the plaintiff as they had only used the mark for about three (3) years after the defendant has used its mark in the

same hotel service industry. It is also worth noting that the High Court disallowed the submission of the plaintiff on honest concurrent use as it was not raised before the Registrar as such precluded from raising the same in the appeal. The plaintiff's appeal was accordingly dismissed.

The High Court decision will be welcomed by trade mark owners as the decision endorsed the test of comparison of two (2) similar marks and the decision also gave some clarification that three (3) years usage may not be sufficient for a party to raise a defence of honest concurrent use.

#### CHEW KHERK YING / JAESY YAP

Partner / Associate

Wong & Partners

[Back to top](#)



### Auction House Christie's Succeeds in Opposing Registration of Competitor's Chritrs Mark

#### Background

Chritrs Auction Pte Ltd (the "**Applicant**") sought to register the word mark "CHRITRS" (the "**Application Mark**") in Class 35 for "auctioneering services". Famed auction house Christie Manson & Woods Limited (the "**Opponent**") opposed the registration of the Application Mark based on the provisions in the Trade Marks Act ("**TMA**") relating to confusing similarity, well known marks, passing off and bad faith.

The Opponent succeeded on the ground that the Application Mark was applied for in bad faith with the Registrar rejecting the other grounds.

#### Decision

##### *Confusing Similarity – Section 8(2)(b) of the TMA*

To succeed on the grounds of confusing similarity, the Opponent sought to show that the Application Mark was identical/similar to the Opponent's prior mark; was to be registered in relation to similar goods/services, and that there existed a likelihood of confusion. Several of the Opponent's marks were relied upon and considered in turn.

CHRISTIE'S

佳  
士  
得

The Opponent's earlier mark was registered in Class 35 for "auctioneering services" with a disclaimer of the word "Christie's", whereby registration of the mark gave the Opponent no right to the exclusive use of the word "Christie's". The Registrar noted that there were presently two lines of Registry cases which diverged as to the effect of disclaimers in opposition proceedings. Nevertheless, the Registrar ultimately held that disclaimers applied in opposition proceedings and as the only point of similarity with the Application Mark rested solely on the word "Christie's" which has been disclaimed, the

opposition based on this mark failed.



The Registrar then considered the word mark "CHRISTIE'S" and registered in Class 36 for, amongst others, real estate services and held that although real estate sales could be concluded via auctions, this was not the usual practice. In addition, Class 35 services are not normally cross-searched against prior marks in Class 36. In light of the above, the Registrar found that the Class 36 services which the Opponent's marks were registered for were not similar to the Applicant's Class 35 "auctioneering services".

The Registrar also considered if he could allow the Application Mark to be registered with the objectionable goods/services excised from the specification in the event that confusing similarity was only established in relation to some of the goods or services. While the Registrar noted that a lack of express language in the TMA permitting partial opposition seemed to suggest that partial opposition was not permissible, he noted that partial oppositions had been permitted in the UK, even though there is no express provision for it in the UK Trade Marks Act. Nevertheless, the Registrar left the issue open to be decided for future cases.

#### *Well known mark - Section 8(4) of the TMA*

The Registrar accepted that "CHRISTIE'S" was well known to the relevant sector of the public in Singapore for auctioneering services. However, the Registrar held that the Opponent did not manage to establish that there was a confusing connection with the Application Mark, given the minimal similarity between the Opponent's various marks and the Applicant's mark.

The Opponent also relied on the grounds of a mark being "well known to the public at large in Singapore" which does not require proof of confusion. However, the Registrar found that the Opponent's revenue and advertising expenditure in Singapore fell short of establishing that the mark was well known to the public at large.

#### *Passing off - Section 8(7)(a) of the TMA*

Given that the Registrar found no likelihood of confusion between the Application Mark and the "CHRISTIE'S" mark, the passing off ground did not succeed.

#### *Bad faith - Section 7(6) of the TMA*

Nonetheless, the Registrar held that the application was made in bad faith and that the Application Mark should not be registered. In the present case, the Registrar found that the Opponent had established a prima facie case for the serious allegation of bad faith and had sufficiently supported this by evidence, for the following reasons:

- (a) It did not make sense for the Applicant to come up with an unpronounceable name for their business;
- (b) The substantial visual similarity between the Application Mark "CHRITRS" and the Opponent's "CHRISTIE'S" mark;
- (c) The Applicant's use of its Chinese name together with "CHRITRS";
- (d) The fact that the Applicant's initial Chinese name "佳士德" (pronounced "Jia Shi De") is phonetically identical to the Opponent's Chinese name "佳士得" (also pronounced "Jia Shi De") and the first two characters were identical. (The Applicant's Chinese name was later changed to "佳德" ("Jia De"))

- following from related proceedings in Hong Kong); and
- (e) The fact that the Opponent's Chinese name is neither a translation or transliteration of CHRISTIE'S, which makes the Applicant's choice of a practically identical Chinese name all the more unbelievable.

In the given circumstances, if the Applicant had nothing to conceal, the Applicant's director and sole witness should have made full use of the opportunity at the hearing to vindicate the Applicant's creation and choice of the Application mark but he failed to do so. The Registrar therefore concluded that the Application Mark was applied for in bad faith. The Opponent therefore succeeded in opposing the Applicant Mark from proceeding to registration.

### Comments

The Registrar's decision on the effect of a disclaimer is an important one. A proprietor of a mark that is subject to a disclaimer will have to be mindful of the limitation such a disclaimer would pose. Parties will also need to be mindful of the impact of not appearing to testify to defend their position when the opportunity has been afforded to do so.

### ANDY LECK / CHEAH YEW KUIN

Managing Principal / Local Principal  
Baker & McKenzie.Wong & Leow



### Can privileged and confidential information posted on the Internet by hackers be used as evidence?

#### Overview

In *HT S.R.L. v Wee Shuo Woon* [2016] SGHC 15, the High Court held that privileged and confidential information hacked from a computer system and posted online may nevertheless be precluded from use by an opponent in a pending suit under the law of confidence. This applies even where the opponent is not responsible for the information leak.

#### Background

The Plaintiff, HT SRL, sued the Defendant, Wee Shuo Woon for breaches of an employment contract. The Plaintiff's computer systems were subsequently hacked by a third party and information obtained from the systems was uploaded on the Internet. The uploaded information included privileged and confidential emails between the Plaintiff and their solicitors pertaining to the pending suit. The Defendant accessed the emails and sought to rely on its contents to strike out the bulk of the Plaintiff's claims. The Plaintiff applied for an order to have the emails expunged from the Defendant's affidavits in support of the striking out action.

#### Relevant Issues

In coming to its decision, the Court considered the following issues:

- (1) Did common law rules on legal professional privilege apply?
- (2) Did the common law provide the Plaintiff with any basis in the application to expunge? If so, what are the principles?
- (3) Did the fact that the emails were generally available to the public on the



Internet preclude the grant of an application to expunge?

## **The Court's Decision**

### Applicability of rules on legal professional privilege

On the first issue, the Court relied on *Yap Sing Lee v Management Corporation Strata Title Plan No 1267*, and held that common law rules on legal professional privilege applied to affidavits filed in interlocutory proceedings which precede a trial such as a striking out action.

### Legal bases for expunging emails

In addressing the second issue, the Court considered both Singapore and English cases where the owner of confidential information contained in privileged documents sought to prevent their unauthorised use in court proceedings. As a starting point, the Court took pains to point out that the admissibility of evidence and privilege are distinct concepts. Specifically, the fact that a privileged document is admissible in evidence did not affect the Court's equitable jurisdiction to grant an injunction to restrain their disclosure or use on the basis that they contained confidential information which had been improperly obtained.

However, a party who seeks an injunction to restrain the use and disclosure of his privileged and confidential information had to do so before the evidence is "used". "Use" in this case refers to the information becoming part of the record in any court proceedings. This is because the granting of an injunction is based on the law of confidence. Once the documents have entered into evidence, their exclusion would be governed by the common law rules of evidence.

On the facts, the emails being objected to had not been "used" even though they had been incorporated in an affidavit filed in respect of the striking out application because the hearing for the striking out had not taken place. As such, the emails had not been formally admitted into evidence.

### Were emails published on the Internet still protected by confidentiality?

The Court then went on to consider the third issue. That is, whether the principle of confidentiality still applied in this case since the emails were generally available to the public on the Internet.

The Court noted the principles espoused in the landmark *Spycatcher* case that the duty of confidentiality is subject to the limitation that "confidentiality only applies to information to the extent that it is confidential". In particular, once the information has entered the public domain, the principle of confidentiality generally has no application. However, the Court is of the opinion that the "public domain" concept is not an inflexible rule and accessibility is just one factor impacting the scope of the duty of confidentiality. Citing various English cases, the Court concluded that the crux of matter was not so much the accessibility of the information per se, but whether there is still a point in enforcing the obligation of confidence.

After considering the circumstances of the case, the Court concluded that the imposition of an obligation of confidence remained just and reasonable, notwithstanding that the information was freely available online. In particular, the Plaintiff had a compelling interest in restraining the use of the emails, that is, to prevent his privileged and confidential discussion with his solicitor from being



used against him.

The Court also took into account the fact that the Plaintiff was a victim of cybercrime, had not waived privilege in the documents, and the Defendant had used the emails even though he was aware of their privileged and confidential nature as well as the circumstances which led to their leak.

After deciding that it had the jurisdiction to expunge the emails, the Court considered if it had any discretion in whether to grant such relief and the extent of such discretion. The Court concluded, based on previous case law, that the preservation of legal professional privilege prevailed over public interest in having the maximum relevant material available to the Court. Therefore, the Court did not have the discretion to refuse relief unless there are other reasons affecting the granting of an injunction which is an equitable remedy.

In view of the above, the Court affirmed the Assistant Registrar's decision to have the emails expunged from the Defendant's affidavits.

### Comments

In this day and age where cybercrime is increasingly common, it is heartening to see the Court taking a pragmatic approach in deciding that the imposition of an obligation of confidence remained just and reasonable in the circumstances despite the information being freely available online.

Having said that, companies need to be mindful of the ease with which confidential information in electronic form can be circulated on the Internet, whether as a result of criminal means, or by sheer inadvertence. Simple steps, such as ensuring that sensitive information is encrypted and passwords are kept secure, or stating clearly on such documents that the contents are confidential, can go a long way towards ensuring that the requisite duty of confidence can be imposed on any third party who gains unauthorised or inadvertent access to such confidential documents.

### ANDY LECK / CHEAH YEW KUIN

Managing Principal / Local Principal  
Baker & McKenzie.Wong & Leow



### Proposed Amendments to the Registered Designs Act

On 10 March 2016, the government unveiled the Designs 2025 Master Plan - a 10-year master plan aimed at identifying how designs can become an important part of the economy and setting out key initiatives to accelerate the use of designs in service and product innovation.

To support Singapore's plans to feature designs even more strongly in our future economy, the Singapore Ministry of Law ("**MinLaw**") and the Intellectual Property Office of Singapore ("**IPOS**") jointly published a consultation paper in November last year seeking feedback from members of the public on possible improvements which can be made to the current registered designs regime in Singapore.

The review report, published on 16 March earlier this year, sets out the amendments which are expected to be made to the Registered Designs Act ("**RDA**").

The proposed amendments to RDA fall into three broad categories: (a) Scope of Registered Design Protection; (b) Registration and Protection of Designs; (c) Use of Registered Designs.

#### **(a) Scope of Registered Design Protection**

The definition of "design" in the RDA will be broadened for the RDA to stay relevant to technological advances and changing business models, and to encourage design creativity.

1. Currently, "design" under the RDA means "features of shape, configuration, pattern or ornament applied to an article by any industrial process" and "article" is defined as "any article of manufacture and includes: (a) any part of an article if that part is made and sold separately, and (b) any set of articles".

The requirement for the design to be "applied by an industrial process" and the words "of manufacture" in the phrase "article of manufacture" will be removed to broaden the scope of design protection. This will allow for designs of handmade or artisanal products to be protected under the designs regime. Further, these amendments would also allow new forms of designs such as products manufactured from 3D printing to be protected as a design.

2. The definition of "design" in the RDA will also be amended to provide protection for virtual or projected designs.

Virtual or projected designs are designs that can be projected onto various surfaces (or even into space). Currently, such designs are not protectable under the RDA as they do not fall within the definition of a "design". The RDA will be amended to allow such designs to be registrable provided that they are capable of being represented clearly and without subjectivity, and retain the same (or substantially similar design features irrespective of the surface or medium they are projected on).

An example of a virtual design which would be registrable under the amended RDA is using light to project the image of a keyboard onto a surface, with the virtual keyboard being able to perform the same functions as a physical keyboard.

3. The scope of protection for dynamic designs will be clarified.

Designs that are applied onto a dynamic or fluid medium, and as such take on the dynamic or fluidity of the medium onto which they are applied cannot be protected. The spray pattern of a water fountain is an example of a dynamic design which would be excluded from design protection.

Only dynamic designs which satisfy the following two conditions can be protected: (1) the design must be capable of being represented clearly and without subjectivity on a static medium; and (2) the design must be capable of being represented through a series of freeze-frames of the dynamic design. The design of an animated Graphical User Interface would be an example of a dynamic design that is protectable under the RDA.

#### **(b) Registration and Protection of Designs**

1. Grace period for disclosures made at international exhibitions will be increased to 12 months.

Singapore design law calls for worldwide novelty. Currently, the grace period allows a designer to disclose his design at selected international exhibitions in Singapore or elsewhere within a limited period of time without destroying the novelty of the design.

The RDA will be amended to increase the current duration of the grace period from the current 6 months to 12 months. The current restriction requiring disclosures to be made only at selected international exhibitions will also be removed. These amendments would not only help to prevent designers from losing their rights to acquire design protection because of unintentional prior disclosure, but would also provide them with greater time flexibility to test their design in the market prior to registration.

2. Ownership of design rights to automatically vest with the creator of a commissioned work.

The current RDA expressly provides for the creator of the design to be automatically treated as the owner except where: (1) the design has been commissioned, or (2) the design was created by an employee in the course of his employment. The two scenarios are subject to any agreement between the parties.

To encourage the growth of our local design industry and to prevent designers from unintentionally losing the rights to their design, the RDA will be amended to vest ownership of design rights automatically with the creator, and not the commissioner, of a commissioned work.

### **(c) Use of registered designs**

The scope of design protection and enforcement options will be clarified.

It was observed that the low volume of enforcement activity relating to design rights in Singapore was attributed mainly to the low level of awareness among the Singapore design community about the use of design protection and enforcement and the high costs of undertaking enforcement actions.

To increase awareness and to provide greater clarity on the protection, exploitation and enforcement of design rights, IPOS will partner with industry associations such as the Design Business Chamber Singapore and Designs Singapore Council to conduct more outreach and information sessions. IPOS will also provide guidance notes on Singapore's registered designs regime.

### **Comments**

This review of the registered designs regime is timely against the government's vision for Singapore to be a thriving innovation-driven economy. Given that many aspects of our existing RDA are based on the old UK Registered Designs Act and are outdated in light of technological advancements and evolving business models, the reform of the designs regime will keep the RDA relevant to modern businesses while continuing to balance the interests of the design creators, owners and users. The reform of the RDA will also align our design regime with those of other major jurisdictions to allow local businesses to more easily and effectively seek design protection in foreign jurisdictions or vice versa.

**ANDY LECK / ANGELINE LEE**  
Managing Principal / Principal  
Baker & McKenzie.Wong & Leow

[Back to top](#)



**Ranked Gold in Singapore, Indonesia  
and Malaysia by the *World Trademark  
Review 1000***

We would also like to take this opportunity to announce our recent success at the *World Trademark Review 1000* 2016 rankings. Baker & McKenzie.Wong & Leow, Hadiputranto, Hadinoto & Partners and Wong & Partners were ranked Gold for both *Enforcement and Litigation*, and *Prosecution and Strategy* categories in Singapore, Indonesia and Malaysia respectively. **Andy Leck, Angeline Lee, Daru Lukiantono, Chew Kherk Ying** and **Brian Law** were also recognised as "Leading Individuals" for Intellectual Property in their respective jurisdictions. The full online rankings and editorial comments are available [here](#).

[Back to top](#)

---

[Privacy Policy](#)

This e-mail was sent to:

This e-mail was sent by | name address | city.state zip code | [www.bakermckenzie.com](http://www.bakermckenzie.com)

Baker & McKenzie International is a Swiss Verein with member law firms around the world. In accordance with the common terminology used in professional service organizations, reference to a "partner" means a person who is a partner, or equivalent, in such a law firm. Similarly, reference to an "office" means an office of any such law firm.

This may qualify as "Attorney Advertising" requiring notice in some jurisdictions. Prior results do not guarantee a similar outcome.

Before you send e-mail to Baker & McKenzie, please be aware that your communications with us through this message will not create a lawyer-client relationship with us. Do not send us any information that you or anyone else considers to be confidential or secret unless we have first agreed to be your lawyers in that matter. Any information you send us before we agree to be your lawyers cannot be protected from disclosure.