

# EU-U.S. DPF, UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF Arbitrator

Alexander Blumrosen

Polaris Law  
Paris, France

**Current Employer-Title** Polaris Law - Partner

**Profession** Attorney admitted to the Bars of Paris and New York, specialized in litigation and arbitration.

**Work History** Founding Partner, Polaris Law, 2020 – Present; Partner (international arbitration and litigation, and technology law), KAB Avocats, 2017 – 2020; Partner/Associate, Bernard-Hertz-Béjot, 1991 – 2016; Associate, Salans, Hertzfeld & Heilbronn, 1991; Associate, Paul, Weiss, Rifkind Garrison & Wharton, 1989 -1991; Arbitration/Litigation Associate, Shearman & Sterling, 1987 – 1989; Litigation Associate, Rosenman & Colin, 1986 - 1987.

**Experience & Expertise in U.S. Privacy Law and EU Data Protection Law and, As Appropriate, Any Other European Data Protection Law** Advising companies on U.S., French and EU laws that affect their business ventures in Europe, and in particular, company formation, corporate finance, IP licensing, labor law, Sarbanes-Oxley/FCPA compliance issues, litigation, arbitration and data privacy compliance (under the French law of 1978, the EU Directive of 1995, and the GDPR). Advising clients on data privacy compliance and contract licensing since 1997, including organizing multi-jurisdictional privacy compliance investigations with my law firm correspondents in other EU countries.

Privacy and data protection issues in connection with:

- Compliance review (often about US group HR practices in their French subsidiaries); filings with the French Data Protection Authority (CNIL), and advice to corporate clients on the best ways to ensure compliance with EU rules for data transfers to the US.
- Internal or regulatory investigations (participating in internal investigations prompted by requests from the Department of Justice under Sarbanes-Oxley or the FCPA; ensuring compliance with French data protection law and the French blocking statute in obtaining documents and testimony in France for use in the US during the investigations).

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- Privacy issues that arise in the discovery of evidence in U.S. court proceedings in cross-border litigation; regular appointments by US and UK courts as independent Privacy Monitor, in compliance with Article 29 Working Group WP158 recommendations.

## **Experience & Training in Alternative Dispute Resolution**

I am an experienced commercial arbitrator, having been party-appointed arbitrator, panel Chair, or sole arbitrator in over 30 matters organized by various arbitration institutions including the ICC, CEPANI (Belgium) and ad hoc arbitrations organized by the parties. In addition, I have acted as counsel in many international arbitration matters, predominantly for American corporate clients engaged in an arbitration in France.

I have been appointed to the Arbitrator List of the Silicon Valley Arbitration and Mediation Center (SVAMC) (<https://svamc.org/>), a peer-reviewed list of specialized technology arbitrators based in California, where I am also on the Board of directors. I am also on the list of arbitrators of the CEPANI (the Belgian national arbitration center) and the Madagascar Arbitration and Mediation Center.

I teach Arbitration law as an Adjunct Law Professor at MitchellHamline School of Law in Minneapolis from time to time in the Summer (2005, 2007, 2012).

## **Professional Licenses**

Admitted to the New York Bar (1987); Admitted to the Paris Bar (1992); US courts: Southern and Eastern Districts of the Federal District Court (1987); Federal Court of International Trade (1991); Supreme Court of the United States (2014).

## **Professional Associations**

Life Member, Council on Foreign Relations; American Bar Association (American Bar Fellow, life member); International Technology Law Association; Silicon Valley Arbitration and Mediation Center (SVAMC) (“Tech-list” and Board member); International Technology Law Association (ITechLaw) (former President, 2011-2012); American Society of International Law (ASIL).

## **Education**

University of Paris I - Panthéon-Sorbonne, Diplôme d’Etudes Approfondies (D.E.A., International Economic Law, mention bien (with honors) - 1991); Georgetown University Law Center (J.D., Project Editor, American Criminal Law Review – 1986); New York University, Institute of French Studies (M.A. – 1983); Dartmouth College (A.B., cum laude - 1982).

## **Languages**

English and French (bilingual)

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## **Publications, Speeches & Testimony**

### Publications and speeches about arbitration/litigation:

Speaker, ABA Cross-border Institute, July, 2023.

The Decree of February 18, 2022 and the Blocking Statute, International Business Law Journal n°5, 2022, p. 587.

Conducting due diligence, internal inquiries and discovery from the US, American Bar Association, International Section, Paris, November 2010;

The Globalization of American Class Actions: International Enforcement of Class Action Arbitral Awards, in “Multiple Party Actions in International Arbitration”, Oxford University Press, 2009 (pp. 355-372).;

Public policy obstacles to the effective litigation of IP/IT disputes (focused on the arbitration of technology and IP disputes, International Federation of Computer Law Associations (IFCLA) Paris Conference 2008.

Enforcement of Investment Arbitration Awards Involving Multiple Parties, University of Texas Law School symposium, The Hague, May 2007.

The Compleat "Toolbox" of International Procedure: How to Perfect service, Obtain evidence and Enforce judgments abroad, American Bar Association, International Section, Miami, October 2009.

Enforcement and Vacatur of Foreign Arbitration Awards, International Chamber of Commerce PIDA Conference, Paris, January 2005.

Speaker. The Arbitration of Technology Disputes, Computer Law Association, Munich, November, 2003.

### Publications and speeches about data privacy and security:

Is GDPR Article 48 a Catch-22 for litigants in the U.S., American Bar Association, New York, April 2018.

Data Security: Strategies to Follow in the Wake of "United States v. Nosal", ITechLaw, Phoenix, May 2013.

Open Secrets: The receptivity of U.S. courts, prosecutors and regulators to claims of secrecy and privacy under non-U.S. law, American Bar Association, International Section, New York, April 2010.

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Clash of Laws and Cultures: Cross Border E-Discovery and International Data Management, Georgetown E-Discovery Institute, Washington, November 2009.

Speaker. Privacy Rules: the US/EU divide, Computer Law Association, Santo Domingo, February 2004.

Developing a Global Data Protection Compliance Program, RSA Data Encryption Conference, Paris, October 2002.

A General Counsel's guide to Data Privacy Regulation, Computer Law Association, Lisbon, October 2001.

The International Regulation of Data Privacy, American Bar Association, International Section, Chicago, August 2001.

Privacy on the Internet: «Safe Harbor» or calm before the storm, Practising Law Institute, 21st annual Institute on Computer Law, February 2001.

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