



Client:	IQVIA RDS Inc.
Industry:	Pharma
Area of Law:	Contract
Venue:	Commercial Division of New York Supreme Court
Result	Preservation of client status as indemnified witness, not defendant

Keeping Our Client out of the Fray Altogether

A dispute between Japanese pharmaceutical giant Eisai Co. Ltd. and clinical trials contractor PharmBio threatened to drag long-time Pillsbury client IQVIA in as a direct defendant in a \$100-million-plus arbitration proceeding.

After Eisai contracted with PharmaBio to manage clinical trials for potential new oncology pharmaceuticals, PharmaBio subcontracted with IQVIA to perform those trials. When a dispute thereafter arose between Eisai and PharmBio, the contract between those two companies stipulated that the matter would be heard and determined in arbitration. (IQVIA had a separate contract with PharmBio.)

Long after that arbitration panel had already been selected and the arbitration schedule already set, and nearly a year into the arbitral process, Eisai sought to have IQVIA made a defendant to the arbitration. Eisai argued that, while not a signatory to the agreement in question, IQVIA was a beneficiary, and so could and should be named a defendant. The arbitration panel seemed poised to agree.

But Pillsbury took the matter to the Commercial Division of New York State Supreme Court and, within two months of being engaged, secured a total win for IQVIA. The court ruled that “compliance with document subpoenas as a non-party to the arbitration does not convert [a company] into a participating party,” affirming IQVIA’s role solely as only an indemnified witness.