



Viewpoint

A Publication of NERA Economic Consulting's Global Transfer Pricing Practice

Welcome to *Viewpoint*, a newsletter by NERA Economic Consulting's Global Transfer Pricing Practice. *Viewpoint* provides regular commentary on developments in the world of transfer pricing from the perspective of economists who specialise in transfer pricing. We will provide insights into new ideas and thinking brought to bear by NERA's experts, and a round-up of news from the firm's Global Transfer Pricing Practice.

Dr. Harlow Higinbotham (Editor)
 +1 312 573 2803
harlow.higinbotham@nera.com

Nihan Mert-Beydilli (Editor)
 +1 213 346 3035
nihan.mert.beydilli@nera.com

Dr. Jennifer Shulman (Editor)
 +1 416 868 7317
jennifer.shulman@nera.com

Vladimir Starkov (Editor)
 +1 312 573 2806
vladimir.starkov@nera.com

NERA's Transfer Pricing Practice Global Locations:

Frankfurt	New York City
Geneva	Toronto
London	Washington, DC
Madrid	Beijing
Paris	Shanghai
Chicago	Tokyo
Los Angeles	

In this second issue of *Viewpoint*, we review three additional major recent transfer pricing cases—*Xilinx*, *Veritas*, and *GE Capital*—and draw attention to some of the lessons learned from these cases for taxpayers and transfer pricing practitioners.

The cases highlight the importance of using rigorous economic analysis and sound assumptions in determining arm's length transfer prices. In particular, the assumptions used should reflect the underlying economic facts. This is shown in the *Veritas* case, where the court found that a valuation assuming perpetual lives for certain software assets incorrectly inflated their value relative to the finite lives that characterized these assets in terms of their marketplace experience.

When in doubt, practitioners valuing related party transactions should generally identify methods consistent with those that third parties use at arm's length to value their transactions. In *Xilinx*, the petitioner was able to provide ample evidence of how unrelated parties do *not* in fact account for the value of stock options in comparable arm's length cost-sharing arrangements, and the court likewise found the inclusion of stock options expenses to be inappropriate in *Xilinx*'s related party situation. In *GE Capital*, the court found that the methods applied by rating agencies in determining bond ratings for different size issuers, including certain types of related-party issuers, reflect how bond yields are determined in the marketplace and therefore provide reliable indicators of third-party valuations of guarantees.

All three of the rulings, which were taxpayer "wins" in each case, demonstrate how the courts exercise prudence and restraint in applying the relevant tax regulations and guidelines. In each case, the courts referenced the separate entity standard as required under the applicable international guidelines and treaties, while respecting the limitations of available arm's length evidence concerning comparable transactions under comparable circumstances. A lesson for practitioners is to recognize that each case is unique, and that one cannot assume that a generic method for a certain type of transaction can be used without refinements to fit the specific context and the available arm's length evidence.

With the growing significance of intangible assets and intellectual property in many multinational companies, and the difficulties encountered in arriving at a consensus method in valuing them, expect to see more disputes between taxpayers and the tax authorities in the coming years as case law develops and regulatory guidance is rewritten.

Veritas Software Corporation v. Commissioner (US)

On 10 December 2009, the United States Tax Court released its opinion in *Veritas Software Corporation v. Commissioner* (Veritas Software Corp. was acquired by Symantec Corp. in 2005). The issues in dispute stemmed from a cost-sharing agreement (CSA) between the US parent company and its Irish subsidiary, which the parties had entered into in 1999.

In awarding victory to the taxpayer, the Tax Court made several important determinations related to the CSAs originated before the publication of the Temporary Section 1.482-7 cost-sharing regulations (“Temporary Regulations”) by the Internal Revenue Service (IRS) in January 2009. The Tax Court also addressed several technical valuation matters related to the calculation of the discount rate, projected growth rate, and selection of comparable licensing agreements for the analysis under the Comparable Uncontrolled Transaction (CUT) method.

Background

Veritas has been developing and selling software for storage, backup, and restoration of information created on computers and servers. Prior to the CSA, Veritas products had a very limited market share outside of North America. In 1999, Veritas implemented a reorganization that included establishing new overseas subsidiaries including Veritas-Ireland and signing a CSA between Veritas-US and Veritas-Ireland. Under the CSA, the parties agreed to share the R&D costs of developing future intangibles.

The issue before the Tax Court was whether the buy-in payment from Veritas-Ireland adequately compensated the US parent for the intangibles that existed as of the CSA origination date and that were transferred to the Irish affiliate.

Veritas-Ireland made a buy-in payment of \$124 million in exchange for the pre-existing intangibles that Veritas-US made available pursuant to the CSA. The IRS issued a notice of deficiency in which it asserted that the arm’s length buy-in payment should have been \$2.5 billion. Prior to trial, the IRS changed its expert and position, and asserted that the required arm’s length lump-sum buy-in payment was \$1.675 billion. Table 1 below highlights the differences in key assumptions between the petitioner (Veritas) and the respondent (IRS).

Table 1: **A Comparison of the Assumptions Used by the Respondent and the Petitioner in *Veritas***

Key Assumptions	Respondent (IRS)	Petitioner (Veritas)
1) Useful life	perpetual	four years
2) Beta	1.42 (industry)	1.935 (company specific)
3) Risk-free rate	20-year US treasury bond	30-day US treasury bill rate
4) Equity risk premium	5%	8.1%
5) Perpetual growth rate	7%	N.A.
6) Discount rate	$R_i = 13.70\%$	$R_v = 20.47\%$



The Decision

The Tax Court ruled that Veritas' CUT method, with appropriate adjustments, is the best method to determine the buy-in payment, and that the analyses by the IRS were "arbitrary, capricious, and unreasonable." The Tax Court rejected the notion that the buy-in payment should be analyzed in light of the 2009 Temporary Regulations, noting that these regulations were promulgated some 10 years after the transaction had commenced and saying that "[t]axpayers are merely required to be compliant, not prescient." The court's decision has potentially far-reaching implications for existing cost-sharing agreements, and informed other significant court opinions, including the following:

- **No compensation for "platform" intangibles.** The court ruled that the buy-in payment at issue should compensate the US parent company only for the intangibles that existed prior to the CSA, and not for the intangibles developed under the CSA, even though these intangibles may be related to the pre-existing intangibles (i.e., so-called "platform" intangibles introduced in the Temporary Regulations).
- **Rejection of the notion that the buy-in constitutes a transfer of an intangibles "bundle."** The court disagreed with the IRS economist who viewed the CSA transaction as a transfer of a "bundle" of intangibles consisting not only of the intangibles existing at the time of the CSA commencement but also other intangibles such as "platform" intangibles, workforce in place, goodwill, and going concern value. The IRS economist referred to the buy-in transaction as "akin" to sale of the Veritas business to Veritas-Ireland. Instead, the court opined that aggregation of the multiple transactions implied by the "akin to sale" theory, does not constitute an acceptable method under the applicable pre-2009 regulations.
- **Lack of intrinsic value for "access" to the R&D and marketing teams.** The court noted that as long as the intangibles development costs are shared at arm's length (a point settled by the litigating parties), there should be no additional value assigned to the "access" by Veritas-Ireland to other parent company's resources such as its R&D or marketing teams. The court also noted that under the 1.482-4 regulations existing at the time of the CSA commencement, R&D and marketing teams were not defined as intangible assets that have value independent of the value of the personal services of the individuals.
- **Limited useful life of pre-existing intangibles.** Another important court opinion was that the pre-existing intangibles transferred under the CSA do not have an infinite useful life and that, instead, the useful life of such intangibles is limited to the life of the products incorporating them.
- **Licensing agreements with unrelated parties were deemed comparable.** The court ruled that the licensing agreements between Veritas and unrelated licensee original equipment manufacturers (OEMs) for the software that is unbundled with the OEMs' own software provides reliable arm's length evidence for the value of the pre-existing intangibles transferred to Veritas-Ireland. Although this analysis runs contrary to the Temporary Regulations' assertion that unrelated licensing agreements that do not transfer the rights to develop future products are not comparable for the purposes of the CSA buy-in valuation, it is consistent with the court's position that the buy-in payment represents compensation only for the intangibles existing prior to the CSA and not for the intangibles developed within the CSA.

Xilinx, Inc. and Subsidiaries (US)

In March 2010, the United States Court of Appeals for the Ninth Circuit agreed with the opinion of the United States Tax Court in *Xilinx, Inc. v. Commissioner* that the company need not share stock option costs under its cost-sharing agreement with an Irish affiliate, reversing its prior withdrawn opinion in May 2009.

This decision is a significant win for the taxpayer. The opinion rejects that the IRS is free to write regulations that contradict the arm's length standard, which the Court of Appeals affirmed as the primary foundation of the US transfer pricing regulations. The decision focused attention on the potential challenge faced by the IRS, which will have to provide evidence of what unrelated parties actually do rather than relying solely on complex, theoretical arguments to explain its position in similar cases with conflicting regulations. The decision will potentially have implications for all transfer pricing issues going forward. Taxpayers now have a strong case that they can turn to when the IRS imposes adjustments that are not based on evidence of actual arm's length dealings between unrelated parties.

Background

Xilinx, Inc. is a US corporation that develops, manufactures, markets, and sells field-programmable logic devices, integrated circuit devices, and other development software systems. The company entered into a CSA with its Irish subsidiary in 1995. Employees of both companies working on the development of intellectual property pursuant to the CSA were eligible for stock option programs and were granted options. The US parent company deducted the cost of stock options without sharing the expense with the Irish company.

The IRS adjusted Xilinx's income for tax years 1997-1999 based on its determination that the stock option costs should have been shared with the Irish subsidiary. The IRS also proposed penalties.

In 2005, the Tax Court agreed with Xilinx. The IRS appealed, and in May 2009, a three-judge panel of the Court of Appeals for the Ninth Circuit reversed that holding, with one dissenting opinion. In March 2010, the same three-judge panel reissued a new decision, this time agreeing with the Tax Court. The case is closed since the IRS has decided not to file for US Supreme Court review.

The Decision

The initial decision in 2005 by the Tax Court that Xilinx was not required under Section 482 to include in the CSA with its Irish subsidiary any costs from the stock options it awarded to R&D employees during 1997-1999 was based on ample evidence provided by the taxpayer that unrelated parties would not share either the spread or grant value of the stock options. The IRS had the burden of proof, but could not present any evidence that its allocations requiring the employee stock options costs to be shared met the arm's length standard, for instance based on the implicit or explicit sharing of stock option costs between unrelated parties in comparable circumstances.

The US Court of Appeals determined that the two provisions of the Section 482 regulations were irreconcilable:

- Treas. Reg. 1.482-1(b)(1) provides that "...In determining the true taxable income, the standard to be applied, in every case, is that of a taxpayer dealing at arm's length with an uncontrolled taxpayer." Accordingly, costs that uncontrolled parties do not share need not be shared.
- Treas. Reg. 1.482-7(d)(1) requires that controlled participants must share "all costs" related to developing intangibles under a CSA.

Given evidence that at arm's length uncontrolled parties do not share stock option costs, the Court of Appeals had to decide which of these Section 482 provisions would prevail given the ambiguity between the two provisions. Even though the courts often rule that a specific provision, i.e., Treas. Reg. 1.482-7(d)(1), overrules a general provision,



i.e., Treas. Reg. 1.482-1(b)(1), the Court of Appeals chose instead to apply the provision that is consistent with the dominant purpose of the regulations. The Court of Appeals' final decision was that the purpose of the regulations is to establish parity between taxpayers in uncontrolled transactions and taxpayers in controlled transactions, and that requiring Xilinx to share these costs would mean that Xilinx does not have parity with an independent taxpayer. This reversed the Court of Appeals' original decision that overturned the Tax Court's decision, at which time the majority sided with applying the more specific provision, i.e., the "all costs" provision.

General Electric Capital Canada Inc. (Canada)

In the case of *General Electric Capital Canada Inc. v. The Queen*, the Tax Court of Canada issued a ruling on 4 December 2009 to allow the taxpayer C\$136.4 million in deductions for the tax years 1996-2000, contrary to the position of the Minister of National Revenue (the "Minister") and the Canada Revenue Agency (CRA). At issue was the arm's length nature of General Electric Capital Canada Inc.'s (GECC) payment of guarantee fees to its US parent.

In awarding the deductions and vacating the assessments, the Court provided an interesting ruling regarding both the methods used to determine the arm's length price for the guarantees as well as the consideration of "implicit benefits."

The CRA filed an appeal of the decision on 4 January 2010, and on 2 June 2010 the Crown, representing the CRA, filed its Memorandum of Fact and Law with the Federal Court of Appeal requesting either a substantial reduction of the value of the explicit guarantee from the original trial judge's decision of 183 basis points ("bps") to either zero or to a range of 15 to 24 bps, or a new trial with a new judge.

Background

During this period (1996-2000), GECC, an indirect wholly-owned subsidiary of US-based General Electric Capital Corporation ("GECUS"), was a financial services company that operated a number of businesses in Canada, such as commercial and transportation financing, fleet vehicle leasing, real estate financing, and technology management services. Its operations consisted primarily of borrowing funds from capital markets at a low cost and lending or leasing these funds to other unrelated parties for a return. In order to finance these operations, GECC needed to obtain a significant amount of capital, which it did through the issuance of debt in the form of commercial paper and unsecured debentures ("debt securities").

Beginning in 1988, following a corporate restructuring, GECC's debt securities were guaranteed by GECUS. From 1988 to 1995, GECUS provided this guarantee to GECC without any intercompany charge. In 1995, GECUS and GECC implemented written guarantee fee agreements governing the provision of the guarantee by GECUS to GECC at a fee equal to 100 bps or 1% per annum of the principal amount of the debt securities outstanding.

The Minister and CRA argued that there was no need for the guarantee fee because, as a member of the broader GE group, GECC's creditworthiness was equal to that of GECUS. As a result, GECC did not receive any economic benefit from the guarantee and the arm's length price for the guarantee should be zero.

This case raises the basic question of how to determine the creditworthiness of a related entity. There are two elements to this question—the first is whether the related entity should be measured on a true stand-alone basis, and the second is the method used to determine the entity's creditworthiness.

The Decision

The Court accepted the theoretical arguments made by the Minister and the CRA regarding implicit support, but applied this argument in a manner that ruled in favor of GECC regarding the price of the guarantee. In its ruling, the Court argued that the specific facts and circumstances of the transaction are critical in assessing the existence (and potential benefit) of implicit support and the appropriate pricing methodology.

After hearing testimony from multiple expert witnesses for both the Minister and GECC, the Court ultimately decided that in the market, when third-party credit rating agencies (such as Standard & Poor's (S&P) or Moody's Investor Services ("Moody's")) rate a subsidiary of a multinational company, the agencies qualitatively "notch up" the subsidiary's rating based on its membership in this group. Put differently, the Court agreed that the market believed that GECUS would indeed assist GECC in making payments to avoid defaulting on its debt obligations due to reputational concerns. Because of this, GECC would be granted more favorable lending terms than if it were not a member of the GE group. This inclusion of passive association or implied support seems to contradict the arm's length principle and separate entity approach embodied in Article 9 of the OECD Model Tax Convention and Canada's transfer pricing legislation (CRA Information Circular 87-2R, paragraph 7).

While the Court accepted the Minister's argument regarding the implicit benefit accrued to GECC as a member of the GE group, it stopped short of agreeing that implicit support equals active support. In an argument that seems to rely on Paragraph 7.13 of the OECD Guidelines,

the Court noted that "Implicit support is nothing more than one's expectation as to how someone will behave in the future because economic reasons will cause the person to act in a certain manner. Economic circumstance can change quickly, as evidenced by the recent credit market meltdown. A guarantee is a much more effective form of protection. It is something that investors in the present case would have been reluctant to give up in light of the fact that substantially all of the Appellant's [GECC] debt had been guaranteed for a very long period of time (para. 281)." Paragraph 7.13 of the OECD Guidelines notes that, "...passive association should be distinguished from active promotion of the MNE group's attributes that positively enhances the profit-making potential of particular members of the group." While the Court agreed that GECC did benefit from GECUS's implicit support, that support did not equalize the creditworthiness of GECC and GECUS. As such, the explicit guarantee provided by GECUS does have value and the arm's length price needs to be determined.

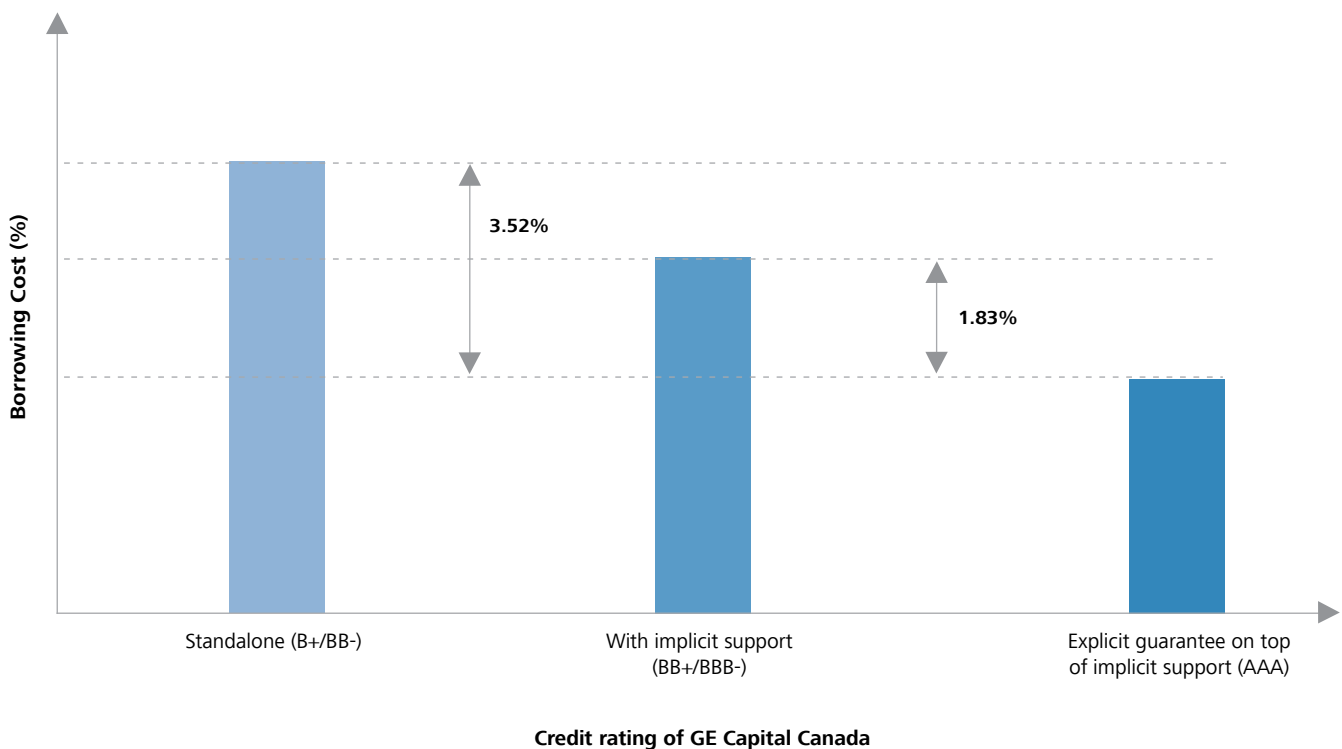
It is here that the Court agreed with GECC on the use of the bond yield approach as the appropriate method for determining the arm's length price for the guarantee. The Court noted that both GECC and the Minister agreed that no comparable uncontrolled transactions existed and that none of the preferred transaction-based methodologies were appropriate. As such, based on the different pricing methods put forward by the Minister and GECC, the Court had to determine the most appropriate pricing methodology. The Court ruled that for this transaction the bond yield approach proposed by GECC was the more appropriate method.



The bond yield approach relies on a quantitative assessment of the expenses to be incurred by the borrower when taking on additional debt. This approach utilizes various financial ratios to assess the probability of default and assigns a credit rating to the borrower. Yield curves are examined to determine the interest rates associated with the resulting credit ratings. The price of the guarantee is the difference between the interest rates that the borrower would obtain with the guarantee versus without the guarantee. GECC's expert witnesses used this approach to determine its stand-alone (i.e., without any implicit support) credit rating of B+ to BB-. During the years in question, GECUS had been independently rated

as AAA by both S&P and Moody's. The Court, also using the yield curve approach, found GECC's credit rating to be, "... in the range of BBB-/BB+. This means the ratings uplift from stand-alone/status quo rating to take account of implicit support is three notches." The Court found that the difference between the interest rate GECC would be charged without and with the guarantee to be 183 bps (or 1.83%). (See Figure 1 below for an illustration.) Given that the actual charge was 100 bps, the Court ruled that the charge was equal to or below an arm's length price and vacated the assessments proposed by the Minister and CRA.

Figure 1. **GE Capital Borrowing Rate**



Commentary

Although each of these cases is different and unique in its own way, it can be argued that all three boil down to selecting the most appropriate application of the arm's length principle—the most fundamental concept in transfer pricing. They demonstrate that when applying this principle, practitioners must be extremely cautious in using and interpreting third-party, market evidence to argue their case.

In *Veritas*, the court's decision showed that the economic assumptions used in deriving the value of its intangibles must be determined to fit the specific situation under examination. Thus, the court ruled that the equity beta appropriate for the analysis of the buy-in payment is the company's beta, not the industry beta. This assertion makes sense since the intangibles transferred under the CSA are unique to the particular company. Moreover, as the court noted, industry-average betas could be disproportionately weighted toward companies like Microsoft (in this situation) with greater market capitalization. Therefore, while some might argue that the industry beta is more representative of the general market, it is less appropriate in *Veritas*'s case. In addition, the equity risk premium and the growth rate must reflect the underlying economic environment in which *Veritas* operates—by wrongly assuming an equity risk premium that was too low and a growth rate that was too high, the IRS economist's calculation significantly inflated the value of *Veritas* intangibles.

The US Department of the Treasury regulations dictate that all deductions and income in transfer pricing arrangements should be allocated according to the arm's length standard—how unrelated companies would share those costs. In *Xilinx*, the Court of Appeals concluded that since this standard serves the main purpose of the regulations, it should be given priority over another provision of the regulations that specifies that controlled parties in a cost-sharing agreement must share all costs related to the intangible development area. As a result, *Xilinx* prevailed in this case because it was able to use convincing evidence from unrelated companies to show that they wouldn't have shared the costs of the stock options, while the IRS was not able to provide evidence that suggests otherwise.

The *GE Capital* case is interesting, as the court's consideration of implicit support seems to suggest a departure from the arm's length principle. When applying the arm's length standard, related parties should be evaluated as if they are operating as separate, independent third parties with the same fact pattern, but otherwise not as part of a fully integrated multinational company. However, in computing the arm's length guarantee fee, the court first increased GE Capital Canada's credit rating slightly to account for the implicit support, and then determined the interest rate savings that GE Capital Canada would enjoy with an explicit guarantee from GE Capital US, on top of the implicit support. It may be argued, however, that since the purpose in this case is to determine the compensation that the subsidiary should pay the parent for the economic benefit derived from the explicit guarantee and not from the parent-subsidiary affiliation, the consideration of the implicit support is legitimate and is therefore consistent with the arm's length principle (see OECD Guidelines, section 7.13).

Conclusion

As demonstrated in the *Xilinx*, *Veritas*, and *GE Capital* cases, although the arm's length principle forms the cornerstone in transfer pricing, its application requires judgment and care in application with respect to the specific facts and circumstances of each case. In retrospect, as long as taxpayers use transfer pricing policies that are based on reliable and comparable market evidence, and apply them carefully, they should not be at risk for adjustments or penalties imposed by the tax authorities.



News

The Future of UK Tax: Looking Ahead to Maximize the Benefits of Recent and Potential Developments

The fifth annual Tax Journal conference, a leading industry forum attended by corporate tax directors, managers, and advisors from large and medium-sized public and private entities, took place on 1 July 2010 in London, UK. As part of the event, NERA Associate Director Dr. Emmanuel Llinares led a session on "Transfer Pricing: Business Restructuring," which addressed valuation issues, the changing definition of intangibles, and the business restructuring discussion draft. Associate Director Dr. Graham Poole co-led a session entitled "Transfer Pricing Controversy" with Rupert Shiers of McGrigors. The session focused on challenges in tax tribunals, strategies for negotiation and closure, risk assessment, technical developments in the UK, and revisions to the OECD Guidelines.

NERA Adds Transfer Pricing Staff to Beijing Office

Senior Consultant Sébastien Gonnet has transferred to NERA's Beijing office, effective 1 September 2010. Formerly based in NERA's Paris and London offices, Mr. Gonnet will be developing the firm's transfer pricing business with Western clients who have operations in China.

Mr. Gonnet joins NERA's existing transfer pricing team in Beijing. His experience includes advising several large French and pan-European transfer pricing documentation and planning projects in a range of industries, including consumer products, pharmaceuticals, and electronics. He has also been involved in complex tax audits, involving the profit-split methodology and intangible valuation. Mr. Gonnet obtained a masters in science of business and administration from HEC (Ecole des Hautes Etudes Commerciales) in Paris, and holds a masters in tax law (with a specialization in international taxation) from the Paris II Law University.

NERA has offices in Beijing, Shanghai, and Tokyo, and our Asia-Pacific presence works with NERA's network of more than 25 offices around the globe.

Events

Transfer Pricing and International Tax Seminar
The New York Chapter of the Tax Executives Institute and NERA Economic Consulting will host this seminar on 19 October 2010 in New York City at 1166 Avenue of the Americas from 9:00 am to 1:00 pm. Individuals wishing to attend should contact Stuart Harshbarger at stuart.harshbarger@nera.com. Please arrive no later than 8:45 am. Lunch will be served at noon.

Practical Review of Canada's Transfer Pricing Rules and Administration

Aird & Berlis LLP with NERA Economic Consulting
Toronto, Canada
16 November 2010

Tax Executives Institute Autumn Meeting 2010: Trends and Future of Transfer Pricing Risk Management

London
30 September – 1 October 2010

International Tax Review 10th Anniversary Global Transfer Pricing Forum

Amsterdam
15-16 September 2010

Accounting for R&D Intangible Assets: Getting Ready for IFRS and Responding to Transfer Pricing Requirements

NERA Economic Consulting
Tokyo, Japan
13 July 2010

Five NERA experts included in Guide to World's Leading Transfer Pricing Advisers

Five members of NERA Economic Consulting's Global Transfer Pricing Practice have been included in the latest edition of the Legal Media Group's *Guide to the World's Leading Transfer Pricing Advisers*. Nominations included Global Practice Leader Harlow Higinbotham in the US, Pim Fris and Alexander Voegele in Europe, Nobuo Mori in Japan, and Emmanuel Llinares in Paris/Geneva.



Publications

"Advance Pricing Agreements in Germany"

Dr. Alexander Voegele with former
NERA Analyst Chunyu Zhang
Transfer Pricing International Journal

"Coping with the Economic Downturn"

Dr. Seen Meng Chew and Dr. Harlow Higinbotham
International Tax Review

"OECD Transfer Pricing Guidelines (TPG) for Multinational Enterprises and Tax Administrations"

Dr. Harlow Higinbotham and Pim Fris
Comments on Proposed Revision of Chapters I-III

"Transfer Pricing in France 2009"

Sébastien Gonnet and Julien Monsenego of Dechert LLP
Tax Planning International Transfer Pricing

"Guidance on Relocation of Functions"

Dr. Alexander Voegele
BNA International

"The Connection Between Transfer Prices and Value-Oriented Management"

Dr. Alexander Voegele
Zeitschrift Controlling

"The State of the Art in Comparability for Transfer Pricing"

Pim Fris and Sébastien Gonnet
International Transfer Pricing Journal

"Transfer Pricing More Demanding"

Pim Fris and Graham Poole
Tax Journal

"Lasting Implications of Global Crisis: Firm Decisions and Transfer Pricing"

Amanda Pletz with former NERA
Senior Consultant Artur J. Bonifaciuk
Transfer Pricing International Journal



About NERA

NERA Economic Consulting (www.nera.com) is a global firm of experts dedicated to applying economic, finance, and quantitative principles to complex business and legal challenges. For half a century, NERA's economists have been creating strategies, studies, reports, expert testimony, and policy recommendations for government authorities and the world's leading law firms and corporations. We bring academic rigor, objectivity, and real world industry experience to bear on issues arising from competition, regulation, public policy, strategy, finance, and litigation.

NERA's clients value our ability to apply and communicate state-of-the-art approaches clearly and convincingly, our commitment to deliver unbiased findings, and our reputation for quality and independence. Our clients rely on the integrity and skills of our unparalleled team of economists and other experts backed by the resources and reliability of one of the world's largest economic consultancies. With its main office in New York City, NERA serves clients from more than 25 offices across North America, Europe, and Asia Pacific.

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Key Contacts

Frankfurt

Alexander Voegele

+49 69 133 8532

Geneva

Emmanuel Llinares

Jean-Sébastien Lénik

+41 22 819 94 94

London

Pim Fris

+44 20 7659 8500

Madrid

Victoria Alonso Cantero

+34 91 212 64 00

Paris

Emmanuel Llinares

Jean-Sébastien Lénik

Pim Fris

+33 1 70 75 01 95

Chicago

Harlow Higinbotham

+1 312 573 2803

Los Angeles

Takashi Asayama

Nihan Mert-Beydilli

+1 213 346 3000

New York City

Stuart Harshbarger

+1 212 345 3000

Toronto

Jennifer Shulman

+1 416 868 7317

Washington, DC

Richard Rozek

+1 202 466 3510

Beijing

Yasunobu Suzuki

+86 10 6533 4395

Shanghai

Yasunobu Suzuki

+86 21 6103 5544

Tokyo

Nobuo Mori

+81 3 3500 3290

For further information,
please visit our global
website at: www.nera.com.

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