



**SINGAPORE
CONVENTION**
ON MEDIATION



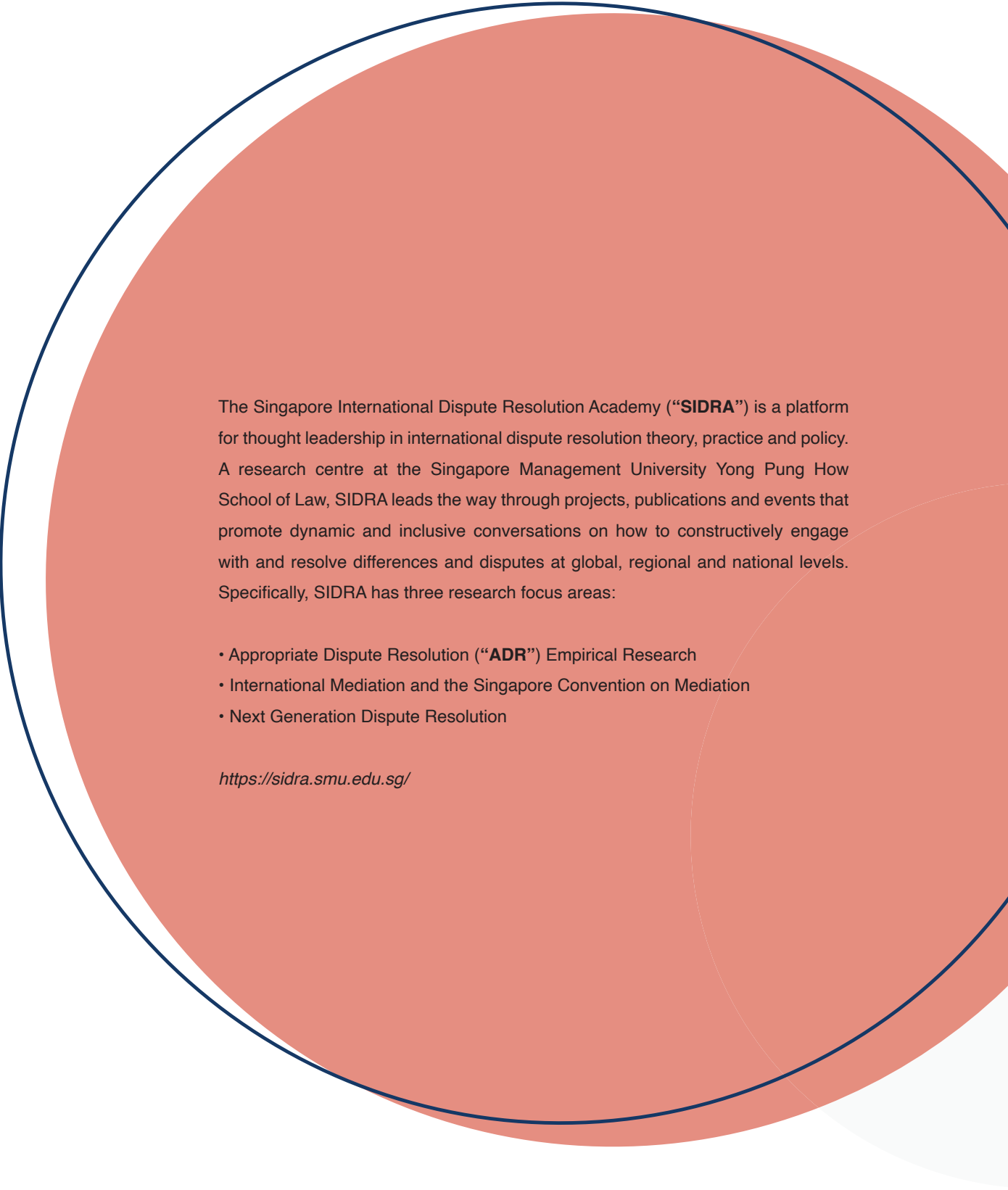
**Singapore International
Dispute Resolution Academy**

A HANDBOOK ON THE

SINGAPORE CONVENTION ON MEDIATION

Second Edition





The Singapore International Dispute Resolution Academy (“**SIDRA**”) is a platform for thought leadership in international dispute resolution theory, practice and policy. A research centre at the Singapore Management University Yong Pung How School of Law, SIDRA leads the way through projects, publications and events that promote dynamic and inclusive conversations on how to constructively engage with and resolve differences and disputes at global, regional and national levels. Specifically, SIDRA has three research focus areas:

- Appropriate Dispute Resolution (“**ADR**”) Empirical Research
- International Mediation and the Singapore Convention on Mediation
- Next Generation Dispute Resolution

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TABLE OF CONTENTS

1. About the Convention	02
2. What is Mediation?	03
3. Benefits of Mediation	04
4. Adoption of the Singapore Convention: Current State of Play and its Impact	05
5. How does the Singapore Convention Work?	11
6. Mediation Ecosystem	22
7. Ratification/ Acceptance/ Approval	26
8. Useful Materials	28
9. Authors	29
10. Acknowledgements	29

1. ABOUT THE CONVENTION

On 12 September 2020, the United Nations Convention on International Settlement Agreements Resulting from Mediation, also known as the Singapore Convention on Mediation entered into force (“**Singapore Convention on Mediation**” or “**Singapore Convention**”). This multi-national treaty has changed the face of international dispute resolution. It is the third complementary piece to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (“**New York Convention**”) and the Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (“**The Hague Convention**”).

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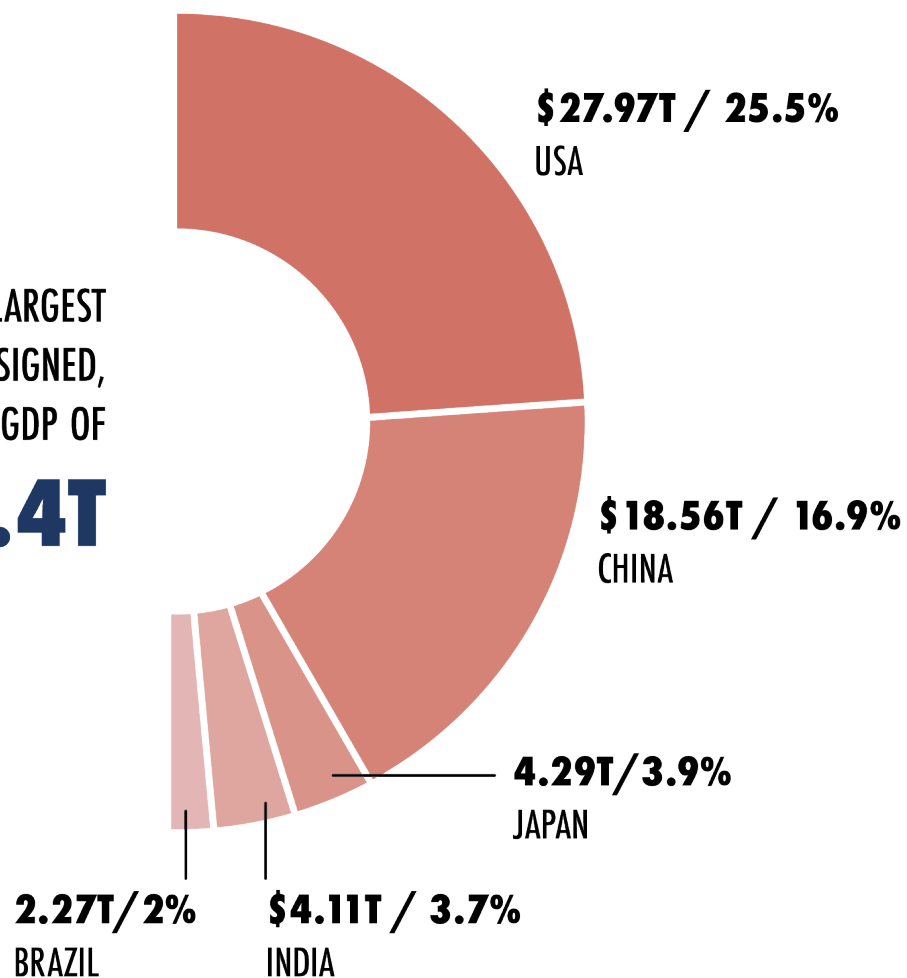
OF THE WORLD’S LARGEST
ECONOMIES HAVE SIGNED,
WITH A COMBINED GDP OF

US\$42.4T

AND A SHARE OF

52%

OF GLOBAL GDP.



Source: International Monetary Fund, February 2024

This Handbook sets out the benefits of mediation in cross-border commercial disputes and explains how the Singapore Convention is a complementary piece in the international dispute resolution framework that includes litigation and arbitration.

The detailed information on the Singapore Convention can be found on the official website of the Convention: <https://singaporeconvention.org>

2. WHAT IS MEDIATION?

Mediation is a universal dispute resolution mechanism that has been used throughout the centuries for the resolution of various types of conflicts and disagreements. In modern times, mediation refers to a dispute resolution process in which an impartial third-party, otherwise known as a mediator, facilitates a negotiation process between` disputing parties. A mediator does not have the adjudicative power to decide a dispute, unlike an arbitrator or judge. The main role of a mediator is to facilitate communication and assist disputing parties in reaching a mutually acceptable solution by consensus. If parties reach a consensus at the end of the mediation process, they may sign a mediated settlement agreement. The core values of mediation are impartiality, confidentiality, and self-determination.

CORE VALUES OF MEDIATION



3. BENEFITS OF MEDIATION

Mediation is an important mechanism for the resolution of disputes around the world. Mediation offers significant benefits to businesses. The core benefits and advantages of mediation pertain to time and cost savings in the dispute resolution process, the preservation of commercial relationships, the control parties have over the process and outcome of mediation, the confidentiality of the mediation process, the opportunity of a mutually satisfactory solution between parties, and a high rate of compliance with the mediated outcomes. Mediation is also important for States, as it provides savings in the administration of justice.

CORE BENEFITS OF MEDIATION



These benefits are reinforced in the Singapore International Dispute Resolution Academy (“**SIDRA**”)’s International Dispute Resolution Survey: 2024 Final Report (“**2024 SIDRA Survey**”). The 2024 SIDRA Survey results reveal that more dispute resolution users are satisfied with the costs (75%) and speed (83%) of mediation than with the costs and speed of arbitration (30% and 42%) and litigation (45% and 36%). In terms of compliance, the Tenth Mediation Audit conducted by the Centre for Effective Dispute Resolution (“**CEDR**”) reveals that out of 328 UK-based mediators, 74% have never encountered difficulties with the enforceability of mediated settlement agreements on small disputes and 66% have never encountered similar issues in relation to larger disputes. CEDR’s Tenth Mediation Audit is based on mediators’ “personal background, mediation practice and experience”.

4. ADOPTION OF THE SINGAPORE CONVENTION: CURRENT STATE OF PLAY AND ITS IMPACT

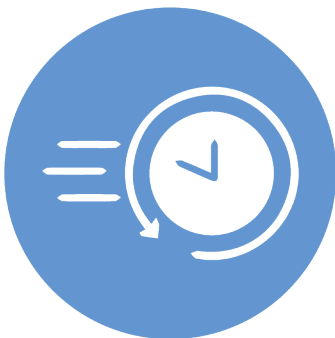
Mediation is a universal dispute resolution mechanism that has been used throughout the centuries for the resolution of various types of conflicts and disagreements. In modern times, mediation refers to a dispute resolution process in which an impartial third-party, otherwise known as a mediator, facilitates a negotiation process between disputing parties. A mediator does not have the adjudicative power to decide a dispute, unlike an arbitrator or judge. The main role of a mediator is to facilitate communication and assist disputing parties in reaching a mutually acceptable solution by consensus. If parties reach a consensus at the end of the mediation process, they may sign a mediated settlement agreement. The core values of mediation are impartiality, confidentiality, and self-determination.

4.1 WHAT IS THE SINGAPORE CONVENTION?

The Singapore Convention regulates the recognition and enforcement of international mediated settlement agreements (“**iMSAs**”). The Singapore Convention marks a milestone for international commercial mediation, as it establishes a uniform regime for the recognition and enforcement of iMSAs. Prior to the entry into force of the Singapore Convention, the lack of a harmonised regime for the enforcement of mediated outcomes was widely considered to be a major obstacle to the greater use of mediation. The Singapore Convention on Mediation removes this obstacle. Businesses now have greater assurance that mediation can be relied on to resolve their cross-border disputes, as they will be able to enforce iMSAs directly if the need arises. The Singapore Convention thus brings certainty and stability into the field of international commercial mediation, as businesses now can enforce iMSAs directly in an expedited manner under its framework. By establishing an expedited enforcement regime for iMSAs, the Singapore Convention aims to facilitate international trade and promote the use of mediation in international commercial disputes.

GOALS

1



**ESTABLISH EXPEDITED
ENFORCEMENT REGIME**

2



**PROMOTE USE
OF MEDIATION**

3



**FACILITATE
INTERNATIONAL TRADE**

THE SINGAPORE CONVENTION AND THE DISPUTE RESOLUTION ECO-SYSTEM

The Singapore Convention complements other international instruments in dispute resolution. With the Singapore Convention's entry into force, mediation now enjoys the uniform framework for the enforcement of iMSAs, the same way foreign arbitral awards enjoy the enforcement framework under the New York Convention, and foreign court judgments under the Hague Convention.

In 2018, the revised UNCITRAL "Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation", 2018 ("**Model Law on Mediation**") was adopted by the United Nations. This Model Law on Mediation goes beyond enforcement and also deals comprehensively with other aspects of mediation law. As such, it offers a useful model for States seeking to review their domestic mediation law and align it with the Singapore Convention and international mediation norms.

The 2024 SIDRA Survey reveals that, for users, enforceability (67%) is one of the main criteria in the selection of mediation as a dispute resolution mechanism. In this regard, the Singapore Convention will provide businesses with predictability and uniformity in the enforcement of iMSAs.



**FOREIGN
ARBITRAL AWARD**



**INTERNATIONAL MEDIATED
SETTLEMENT AGREEMENT**



**FOREIGN
JUDGMENT**



**NEW YORK
CONVENTION**



**SINGAPORE CONVENTION
ON MEDIATION**

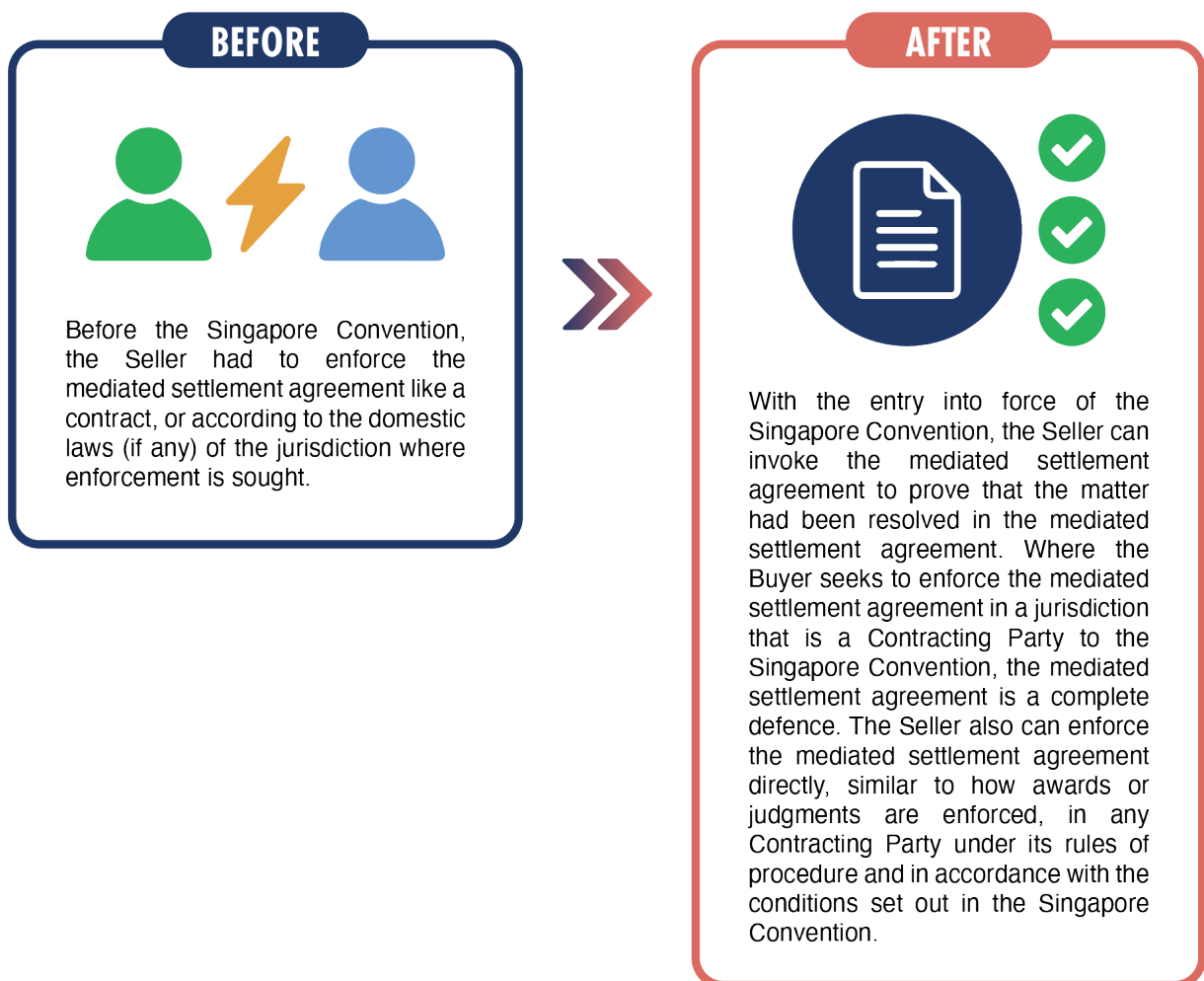


**THE HAGUE CONVENTION
ON FOREIGN JUDGMENTS**

IMPACT OF THE SINGAPORE CONVENTION: A CASE STUDY

A Seller and a Buyer signed a sale of goods contract. The Seller failed to deliver the goods as per the contract and therefore, the Buyer did not pay the price of the contract. The Buyer and the Seller decided to go to mediation. The mediation process was successful, and the Buyer and the Seller signed a mediated settlement agreement. According to the mediated settlement agreement, the Seller had to replace the goods with a different product within one week of the signing of the mediated settlement agreement and the Buyer had to pay the price within two days of the delivery of the new product. The Seller delivered the new product as per the mediated settlement agreement. However, the Buyer did not accept the delivery of the new product and tried to enforce the original contract. What can the Seller do?

THE SINGAPORE CONVENTION ON MEDIATION



4.4

SIGNING CEREMONY

The United Nations General Assembly adopted the Singapore Convention on 20 December 2018. The signing ceremony for the Singapore Convention was held on 7 August 2019 in Singapore. 46 States signed the Singapore Convention on that day, an historically unprecedented number of first-day signings for an UNCITRAL treaty.

Singapore and Fiji were the first two States to ratify the Singapore Convention on 25 February 2020, followed by Qatar on 12 March 2020. As a result, in accordance with Article 14(1) of the Singapore Convention, the Singapore Convention entered into force six months after the deposit of the third instrument of ratification, acceptance, approval or accession, i.e. on 12 September 2020.



Pictured:

Prime Minister of Singapore **Lee Hsien Loong** (in the middle of the first row), with Minister for Home Affairs and Minister for Law of Singapore **K Shanmugam** to his right, United Nations Assistant Secretary-General for Legal Affairs **Stephen D. Mathias** to his left, and the official representatives of the signatory states to the Singapore Convention at the signing ceremony of the Singapore Convention in Singapore, 7 August 2019.

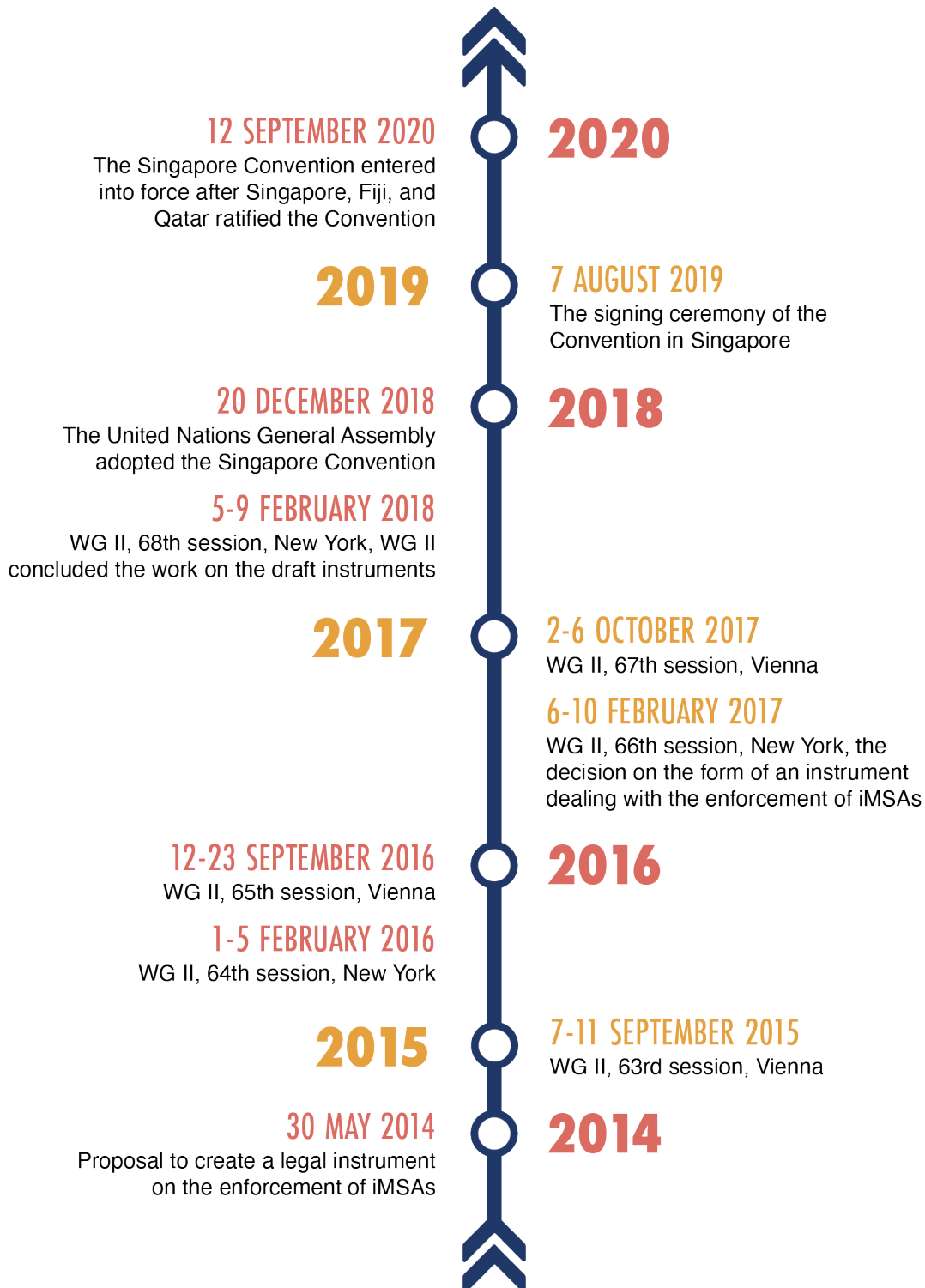
“Aranda Singapore Convention on Mediation” marks the historic moment of the signing of the Convention. It is the first orchid to be named after a United Nations treaty. It can now be found at the Singapore Botanic Gardens.



Source: Singapore Convention on Mediation

TIMELINE

The adoption of the Singapore Convention was a result of a series of negotiation sessions conducted at the United Nations Commission on International Trade Law (“**UNCITRAL**”)’s Working Group II on Dispute Settlement. The timeline below sets out the negotiation and adoption process, leading up to the entry into force of the Singapore Convention:



STATUS

As of 5 June 2024, 57 States have signed the Singapore Convention, and 14 States have ratified/ approved it.

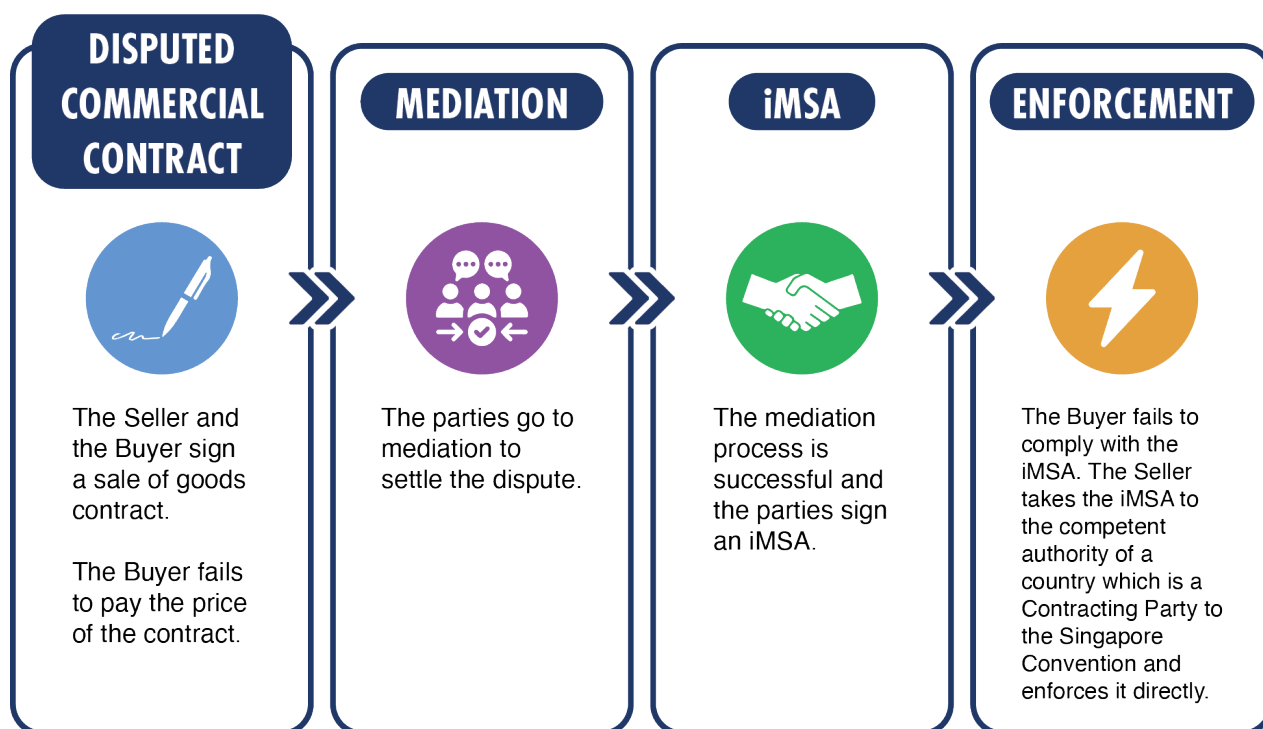


- States that have signed the Singapore Convention
- States that have ratified/approved the Singapore Convention

5. HOW DOES THE SINGAPORE CONVENTION WORK?

5.1 WHAT IS AN iMSA AND HOW DOES THE SINGAPORE CONVENTION ENFORCE IT?

The Singapore Convention regulates the recognition and enforcement of iMSAs. An iMSA is contractual in nature. It encompasses parties' understanding of how to resolve their differences and specifies their rights and obligations. The term "international" refers to circumstances when two parties to the mediated settlement agreement have their places of business in different States or the State in which the parties to the mediated settlement agreement have their places of business is different from either the State in which substantial obligations under the iMSA are performed or the State with which the subject matter of the iMSA is most closely connected. Under the new enforcement regime established by the Singapore Convention, if a party does not comply with the terms of an iMSA, the other party can enforce the iMSA directly, in a similar way to how arbitral awards or judgments may be directly enforced. Enforcement in any State or Contracting Party takes place under its rules of procedure and in accordance with the conditions set out in the Singapore Convention.



iMSAs AS “SWORD” AND “SHIELD”

An iMSA has both a “sword” and “shield” function under the Singapore Convention. First, a party can directly enforce an iMSA if the other party does not comply with its terms. The enforcement capability of an iMSA functions like a “sword”. Second, if a party starts formal proceedings on the matter that has been resolved by mediation and recorded as an iMSA, the other party may invoke the iMSA to prove that the matter has already been resolved between the parties. The invocation aspect of an iMSA functions like a “shield”.



**SINGAPORE
CONVENTION**
ON MEDIATION

**“SWORD”**

Enforces an iMSA if a party does not honour its terms

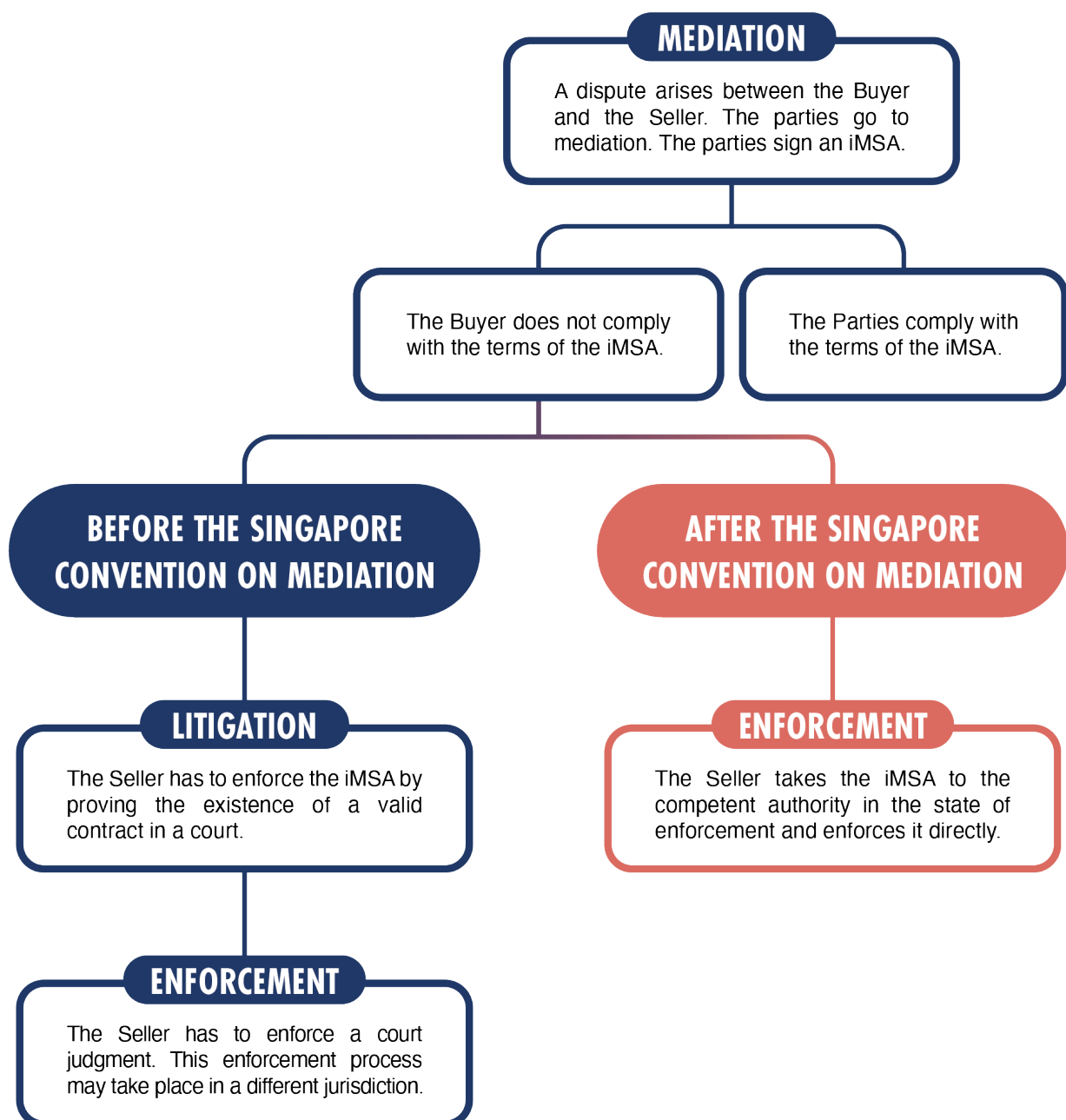
**“SHIELD”**

Allows the other party to invoke an iMSA to prove that the matter has been resolved and documented in the iMSA

ENFORCEMENT PROCESS OF iMSAs BEFORE AND AFTER THE SINGAPORE CONVENTION

An iMSA is contractual in nature. Before the Singapore Convention, a party had to engage in expensive and time-consuming litigation to enforce an iMSA. With the entry into force of the Singapore Convention, a party can simply take an iMSA to the **competent authority** that is a court or other body designated by a State or other Contracting Party to the Singapore Convention for the enforcement of iMSAs and enforce it directly. There is no need to prove the existence of a contractual agreement, provided there is compliance with the Convention requirements (see below).

Compulsory enforcement of an iMSA is not a necessary step after the conclusion of the mediation process. In fact, parties normally voluntarily comply with mediated outcomes. However, with the entry into force of the Singapore Convention, businesses now have the assurance that if a party to an iMSA does not comply with the iMSA, the other party can enforce the iMSA directly, similar to how arbitral awards or judgments are enforced.



THE ENFORCEMENT AND INVOCATION PROCESS UNDER THE SINGAPORE CONVENTION

The Singapore Convention establishes a simple and expedited process in relation to the invocation and enforcement of iMSAs. The Singapore Convention itself does not prescribe rules of procedure for granting relief in relation to iMSAs. According to Article 3 of the Singapore Convention, the competent authority grants relief in accordance with the rules of procedure of a State of enforcement and the conditions set out in the Singapore Convention (see Article 4). Two pieces of evidence must be submitted to the competent authority:

1. The “settlement agreement” signed by the parties; and
2. Evidence that the “settlement agreement” is the result of mediation i.e. that it is a mediated settlement agreement.

“Mediation” means a process, irrespective of the expression used or the basis upon which the process is carried out, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons (“the mediator”) lacking the authority to impose a solution upon the parties to the dispute.

RESULTING FROM MEDIATION

A party may submit the mediator’s signature on the iMSA; an attestation by the mediator or mediation institution; or any other evidence. The Singapore Convention does not set out an exhaustive list of evidence.



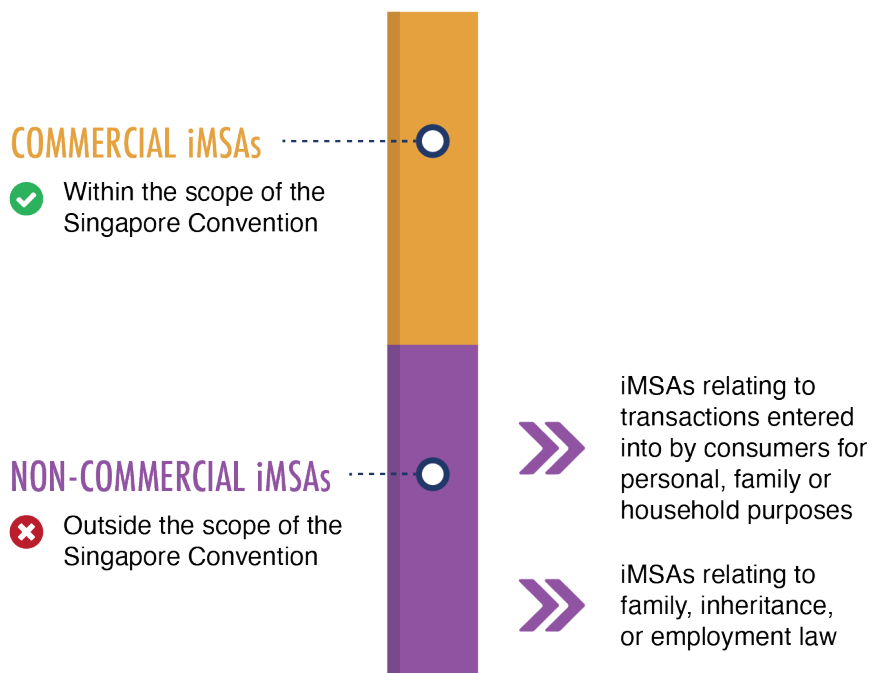
THE iMSA

The iMSA must be submitted in **writing**. The competent authority may request a translation if the iMSA is not in an official language of a state where enforcement is sought.

An iMSA is “in writing” if its contents are recorded in any form. The requirement that an iMSA be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference.

WHAT ARE COMMERCIAL iMSAs?

The Singapore Convention applies to iMSAs resulting from **commercial** mediation. The Singapore Convention does not define the term “commercial”. Reference may be made to the Model Law on Mediation, which provides a non-exhaustive illustrative list of commercial relationships. Contracting Parties to the Singapore Convention may elect to use provisions from the Model Law on Mediation to implement the Singapore Convention into their legal system. According to the Model Law on Mediation, the term “commercial” is broad and covers all relationships of a commercial nature. By way of example, commercial relationships include but are not limited to the supply of goods and services, licensing, leasing, distribution, banking, financing, agency, factoring, and consulting. Article 1(2) of the Singapore Convention expressly carves out non-commercial types of iMSAs from its scope of application:



Mediation is becoming a popular means to resolve investor-State disputes. The drafters of the Singapore Convention envisaged the possibility of applying the Singapore Convention to iMSAs resulting from investor-State disputes. The term **commercial**, amongst other matters, includes investment relationships. At the same time, it is conceivable that Contracting Parties could exclude investor-State disputes from the scope of application of the Singapore Convention under Article 8(1)(a). This exclusion does not encompass private investment disputes that do not involve States. For more information on reservations, see section 5.10.

The 2024 SIDRA Survey shows that parties predominantly use institutional mediation (where the administration of the mediation process is carried out by a mediation institution) over *ad hoc* mediation (where the administration of the mediation process is not carried out by a mediation institution) for the resolution of investor-State disputes. Given the coming into force of the Singapore Convention, the increasing inclusion of mediation in bilateral investment treaties (“**BITs**”), and the proliferation of institutional mediation rules focusing on investor-State matters, we expect investor-State mediation to be a growth area.

Rules which institutions have developed for investor-State mediation include:

- Mediation Rules of the International Centre for Settlement of Investment Disputes
- Guide on Investment Mediation by the Energy Charter Conference
- International Bar Association’s Investor-State Mediation Rules.

Recent investment treaties that provide comprehensive mediation rules for the resolution of investor-State disputes include:

- EU-Singapore Investment Protection Agreement
- EU-Vietnam Investment Protection Agreement
- EU-Canada Comprehensive Economic and Trade Agreement (“**CETA**”)
- The Mainland and Hong Kong Closer Economic Partnership Arrangement.

Some other treaties that refer to mediation without including comprehensive rules on the usage include:

- Hong Kong, China SAR-United Arab Emirates Bilateral Investment Agreement
- The ASEAN Comprehensive Investment Agreement 2012
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (“**CPTPP**”)
 - Agreement between the United States of America, United Mexican States, and Canada (USMCA)
 - Indonesia-Australia Comprehensive Economic Partnership Agreement
 - Switzerland-Indonesia Bilateral Investment Treaty.

EXCLUSIONS FROM THE SINGAPORE CONVENTION

Article 1(3) of the Singapore Convention excludes from the scope of its application iMSAs that are enforceable as **arbitral awards** or as **court judgments**. The exclusions are justified, on the basis that the New York Convention deals with the enforcement of foreign arbitral awards and the Hague Convention deals with the enforcement of foreign court judgments.

EXCLUSIONS



COURT JUDGMENTS

The Singapore Convention does not apply to iMSAs approved by a court or concluded in the course of court proceedings that are enforceable as a judgment.



ARBITRAL AWARDS

The Singapore Convention does not apply to iMSAs that have been recorded and are enforceable as an arbitral award.

GROUND FOR REFUSING TO GRANT RELIEF

Article 5 of the Singapore Convention contains the grounds for refusing to grant relief in relation to iMSAs. The grounds envisaged under this Article are exhaustive and the competent authority cannot refuse to grant relief in relation to iMSAs based on a ground which is not provided under Article 5 of the Singapore Convention.

Most importantly, the grounds under Article 5 are permissive. This means that the competent authority may still grant relief in relation to an iMSA even though one of the grounds under Article 5 may be present. The grounds under Article 5 may be classified into four different categories:

1. Grounds that are contractual in nature,
2. Grounds pertaining to the mediator's misconduct,
3. A ground pertaining to public policy, and
4. A ground pertaining to the "mediability" of the subject matter of the iMSA.

The contractual grounds and grounds pertaining to mediator's misconduct have to be raised by a party, while the grounds pertaining to public policy and "mediability" can be considered by the competent authority on its own initiative.

CONTRACTUAL GROUNDS	MEDIATOR'S MISCONDUCT	PUBLIC POLICY	MEDIABILITY
Has to be raised by a party	Has to be raised by a party	Can be considered by the competent authority on its own initiative	Can be considered by the competent authority on its own initiative
Incapacity of a party	A serious breach of standards applicable to the mediator or the mediation without which that party would not have entered into the iMSA	Granting relief would be contrary to the public policy of a Contracting Party to the Singapore Convention where relief is sought	Subject matter of the dispute is not capable of settlement by mediation in a Contracting Party to the Singapore Convention where relief is sought
The iMSA is null and void, inoperative or incapable of being performed	A failure by the mediator to disclose circumstances to the parties which give rise to justifiable doubts regarding the mediator's impartiality and independence and such failure to disclose had a material impact or undue influence on a party without which failure that party would not have entered into the iMSA		
The iMSA is not binding or final			
The iMSA has been subsequently modified			
The obligations in the iMSA have been performed			
The obligations in the iMSA are not clear or comprehensible			
Granting relief would be contrary to the terms of the iMSA			

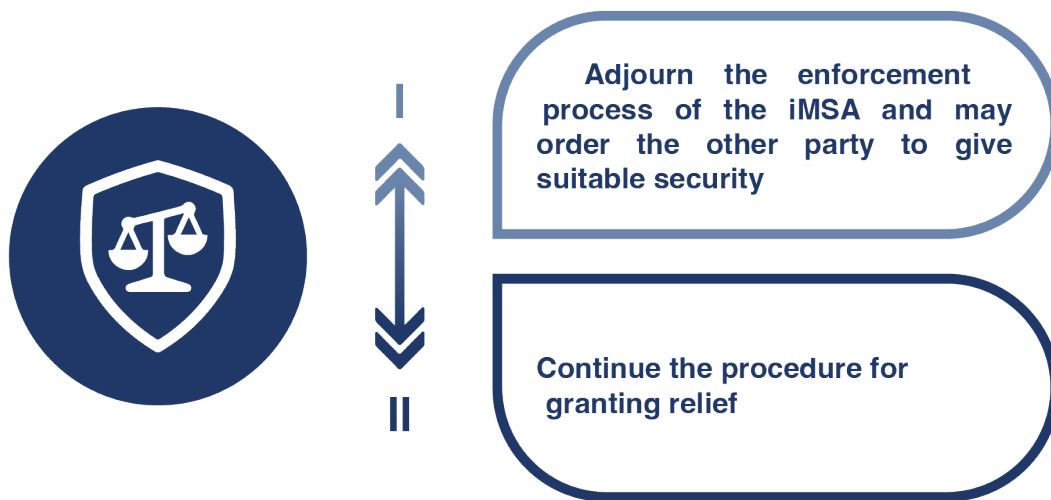
PARALLEL CLAIMS

Article 6 of the Singapore Convention addresses a situation when there are parallel proceedings relating to an iMSA in different jurisdictions. Parallel proceedings broadly fall into three categories of claims and applications:

1. Claims relating to the substance and content of an iMSA;
2. Applications or claims to annul an iMSA; and
3. Parallel enforcement claims in different jurisdictions.

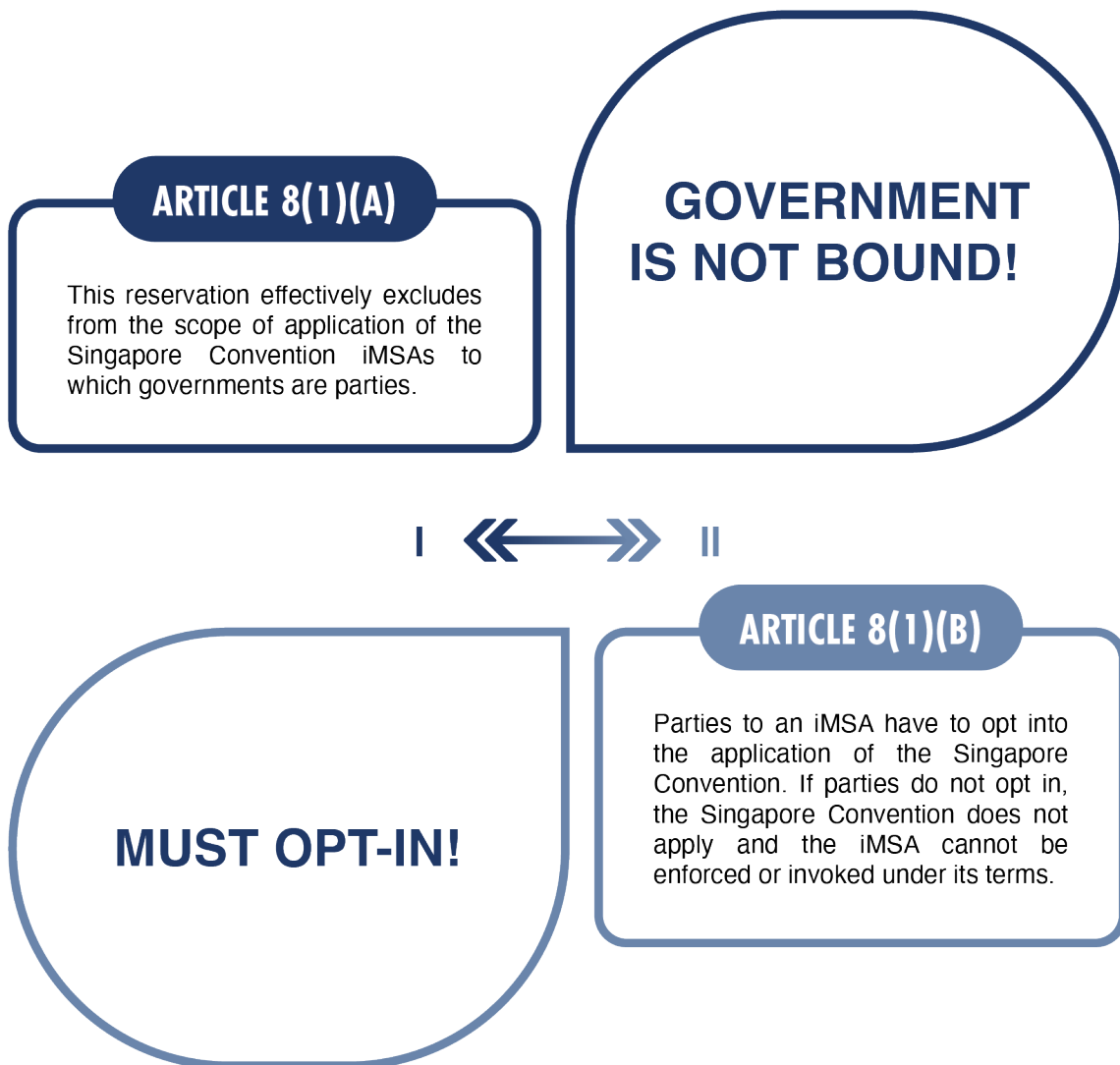
In the case of parallel proceedings, a court has two options: first, adjourn the procedure for granting relief i.e. enforcement or invocation of the iMSA and on the request of a party, may order the other party to give suitable security or second, continue the procedure for granting relief.

THE COMPETENT AUTHORITY



RESERVATIONS

The Singapore Convention allows Contracting Parties, e.g. States, to make only two reservations. First, a Contracting Party (e.g. a State) may declare that it will not apply the Singapore Convention to iMSAs to which it is a party, or to which any governmental agencies or any person acting on behalf of a governmental agency is a party, to the extent specified in the declaration. Second, a Contracting Party may declare that it shall apply the Singapore Convention only **to the extent** that the parties to the iMSA have agreed to the application of the Convention. No other reservation is permitted under the Singapore Convention.



6. MEDIATION ECOSYSTEM

6.1 ON MODEL LAWS AND CONVENTIONS

The Singapore Convention aims to promote the use of mediation in international dispute resolution. To this end, the success of the Singapore Convention will depend on the extent to which a State's regulatory and institutional frameworks support the use of mediation. The story of arbitration is illustrative. The success of the New York Convention is largely due to the significant institutional and regulatory capacity building for international arbitration that took place after its ratification. It is here that UNCITRAL model laws can be helpful. Of the 172 Contracting States to the New York Convention, 90 States (in a total of 123 jurisdictions) have adopted the UNCITRAL Model Law on International Commercial Arbitration (1985), with amendments as adopted in 2006 ("**Model Law on Arbitration**"), as the basis for a robust regulatory system for arbitration that supports the implementation of the New York Convention. The Model Law on Arbitration has played a significant role in the promotion of arbitration and helped the New York Convention to achieve its dominant status today. Similarly, the success of the Singapore Convention lies in the hands of Contracting Parties to (1) build capacity for mediation through the development of mediation service providing institutions as well as a professional cadre of mediators, and (2) enhance the legitimacy of mediation by developing mediation law and jurisprudence that goes beyond the terms of the Singapore Convention to regulate other aspects of mediation such as (a) the recognition and enforcement of mediation clauses and (b) the confidentiality of the mediation process.

On 20 December 2018, the United Nations General Assembly adopted the Model Law on Mediation, which amended the UNCITRAL Model Law on Conciliation 2002. The Model Law on Mediation serves as a model that States can use for general mediation legislation. The Model Law includes provisions that effectively mirror the Singapore Convention for the benefit of non-signatory States that prefer to pass domestic legislation without entering into a multilateral treaty. Further, the Model Law on Mediation is an important legal text, which is designed to assist States in developing their laws on commercial mediation. To date, 33 states (in a total of 46 jurisdictions) have adopted legislation based on or influenced by the Model Law on Mediation. The Model Law on Mediation addresses a variety of issues pertaining to mediation, including the commencement of mediation proceedings, appointment of mediators, conduct of the mediation process, confidentiality of the mediation process, enforcement of mediation clauses, and enforcement of mediated settlement agreements. In addition to the Model Law on Mediation, UNCITRAL has updated the UNCITRAL Conciliation Rules (1980). These Rules are known as the UNCITRAL Mediation Rules, and their aim is to ensure the consistency of rules with the Singapore Convention and the Model Law on Mediation. Model Law on Mediation and the UNCITRAL Mediation Rules are further accompanied by additional instruments that assist states and/or mediation practitioners to better understand the provisions of the two main legal texts. All four instruments adopted by UNCITRAL form a new UNCITRAL Mediation Package:¹

¹The first document contains two instruments: 1. The Model Law on Mediation and 2. The Guide to Enactment and Use.

UNCITRAL Model Law
on International Commercial
Mediation and International
Settlement Agreements
Resulting from Mediation

with
Guide to Enactment and Use
(2018)



UNCITRAL
Mediation Rules
(2021)



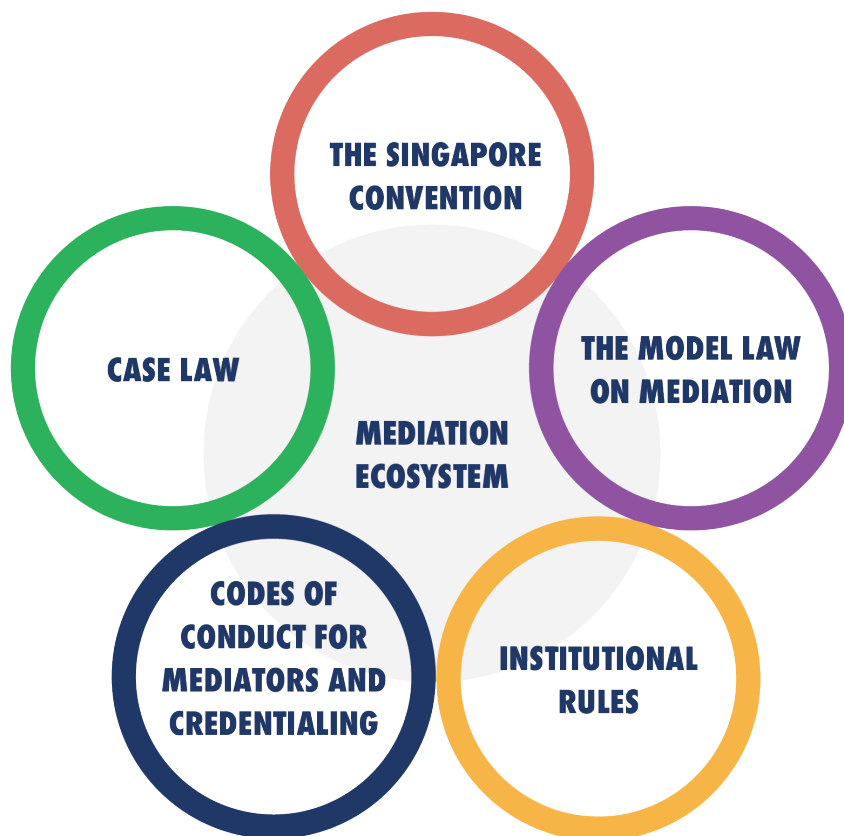
UNCITRAL
Notes on Mediation
(2021)



ELEMENTS OF A MEDIATION ECOSYSTEM

In addition to these legal instruments and texts, a robust mediation ecosystem comprises case law, practice directions, institutional rules, model mediation clauses and agreements, and codes of conduct for mediators. Mediator codes of conduct are an essential element of a mediation ecosystem. According to the Singapore Convention, one ground for refusing to enforce an iMSA pertains to a **serious breach of standards** applicable to the mediators and mediation, without which a party would not have entered into the mediated settlement agreement. Further, a court may refuse to enforce an iMSA if a mediator failed to disclose information which may give rise to **justifiable doubts about the mediator's impartiality and independence** and without which a party would not have entered into the mediated settlement agreement. Ethical standards typically take the form of non-legislative codes adopted by the professional community of mediators. By way of example, the Singapore International Mediation Institute ("**SIMI**") provides a code of professional conduct, which is applicable by default to any mediation process conducted by SIMI's mediators.

The Singapore Convention, the Model Law on Mediation, and other sources of hard and soft law, such as case law, practice directions and institutional rules and systems, create an ecosystem in which mediation has the potential to become a mainstream mechanism for the resolution of commercial disputes.



This chart illustrates the main legal instruments and texts that are relevant to a mediation ecosystem

OVERVIEW OF THE MODEL LAW ON MEDIATION

The Model Law on Mediation offers a model for States to consider adopting as part of their domestic legislation to implement the Singapore Convention (the dualist approach) or in situations where States have not signed the Singapore Convention but wish to implement equivalent provisions in their domestic law. Notably, the Model Law goes further than corresponding provisions to the Singapore Convention. It also offers model legislation that addresses other essential aspects of cross-border mediation law. The main features of the Model Law on Mediation are set out here.

SCOPE OF THE MODEL LAW

The Model Law on Mediation applies to international commercial mediation and iMSAs.

While implementing the Model Law on Mediation, States have the freedom to apply the Model Law on Mediation to international as well as domestic mediation.

The terms “international” (in relation to iMSAs), “commercial”, and “mediation” have the same meanings as in the Singapore Convention.

COMMENCEMENT OF MEDIATION

A party can trigger the mediation process by sending an invitation to another party.

If a party who sent an invitation does not receive a reply within 30 days or within the timeframe specified in the invitation, this party may treat this action as a rejection to mediation.

APPOINTMENT OF MEDIATORS

The general rule is that one mediator shall conduct the mediation process unless parties agree to appoint two or more mediators.

Parties can request a mediation institution to appoint a mediator or to recommend a mediator.

When a person is approached in connection with his or her possible appointment as mediator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

CONDUCT OF MEDIATION PROCESS

Parties are free to agree to a set of rules on how the mediation is to be conducted.

If parties do not agree to such rules, the mediator is free to conduct the mediation process in a manner the mediator deems appropriate.

The mediator shall maintain the fair treatment of the parties at all times during the mediation process.

CONFIDENTIALITY OF MEDIATION PROCESS

If the mediator receives information about a dispute from one party, the mediator may disclose this information to another party unless the party gives information to the mediator on the condition that it be kept confidential.

All information relating to the mediation shall be kept confidential unless disclosure is required by law or for the purposes of implementation of the mediated settlement agreement.

ADMISSIBILITY OF EVIDENCE

Parties, mediators, or anyone involved in the mediation process shall not give testimony or shall not rely on evidence in arbitral or court proceedings pertaining to any of the following:

- An invitation by a party to engage in mediation or the fact that a party was willing to engage in mediation
- Views expressed or suggestions made in the mediation in respect of a possible settlement
- Statements or admissions made by a party
- Proposals made by the mediator
- The fact that a party indicated its willingness to accept a proposal for settlement made by the mediator
- A document prepared solely for the purposes of the mediation proceedings.

MEDIATOR AS ARBITRATOR

The default rule is that the mediator shall not act as an arbitrator in respect of a dispute that was or is the subject of the mediation proceedings or in respect of another dispute that has arisen from the same contract or legal relationship or any related contract or legal relationship. Parties can agree otherwise.

ENFORCEMENT OF MEDIATION CLAUSES

If parties agree to mediation, such an agreement shall be given effect if a party decides to bring a claim in court or arbitration.

ENFORCEMENT OF iMSAs

If parties signed a mediated settlement agreement, such a mediated settlement agreement is binding and enforceable. States are free to enforce domestic mediated settlement agreements the same way they enforce iMSAs.

The Model Law on Mediation gives freedom to States to apply the enforcement provisions of the Model Law on Mediation to mediated settlement agreements irrespective of whether they are derived from mediation.

7. RATIFICATION/ACCEPTANCE/ APPROVAL

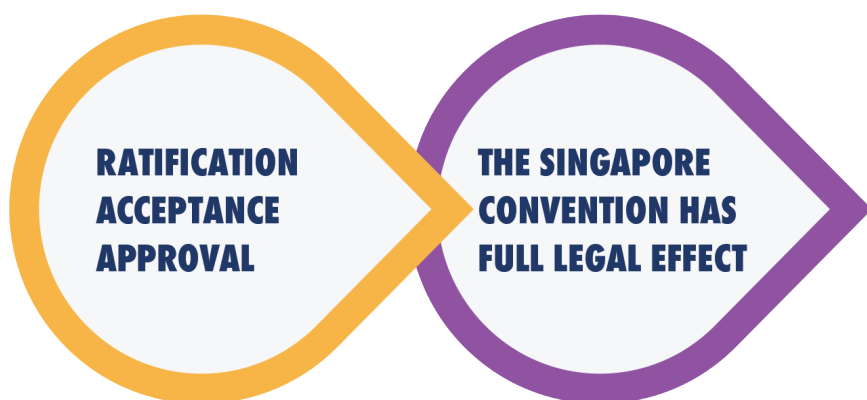
The Singapore Convention is subject to ratification, acceptance, or approval. The Singapore Convention is also open for accession by all States that are not signatories as from the date it is open for signature. Signing the Singapore Convention will not make it binding upon the signatories. Signatory States shall either ratify, accept, or approve the Singapore Convention in order to give effect to the Singapore Convention. Ratification, acceptance, and approval are, in each case, the international act so named whereby a State establishes on the international plane its consent to be bound by a treaty. States should refrain from acts that would defeat the purpose and object of the Singapore Convention in the period between signature and ratification, acceptance, or approval.

RATIFICATION	ACCEPTANCE	APPROVAL	ACCESSION
An act whereby a State indicates its consent to be bound by a treaty if the parties intended to show their consent by such an act.	An act that has the same legal effect as ratification. A State can express its consent through acceptance to be bound by a treaty.	An act that has the same legal effect as ratification. A State can express its consent through approval to be bound by a treaty.	An act that has the same legal effect as ratification. A State can express its consent through accession to be bound by a treaty.
The instrument of ratification has to be deposited with the depositary.	The instrument of acceptance has to be deposited with the depositary.	The instrument of approval has to be deposited with the depositary.	The instrument of accession has to be deposited with the depositary.
The Singapore Convention designates the Secretary-General of the United Nations as the depositary.	It is used at a national level when the constitutional law of that State does not require the ratification of a treaty.	Similar to acceptance, it is used at a national level, when the constitutional law of that State does not require the ratification of a treaty.	This instrument is used by States that are not signatories to the Convention as from the date it is open for signature.
Singapore, Fiji, Qatar, Georgia, Honduras, Kazakhstan, Nigeria, Sri Lanka, Turkey, Uruguay, Saudi Arabia and Ecuador have ratified the Singapore Convention so far.	None of the signatory States to the Singapore Convention have used the instrument of acceptance so far.	Belarus has used the instrument of approval so far.	Japan is the only state that acceded to the Convention and has deposited the instrument of accession so far.

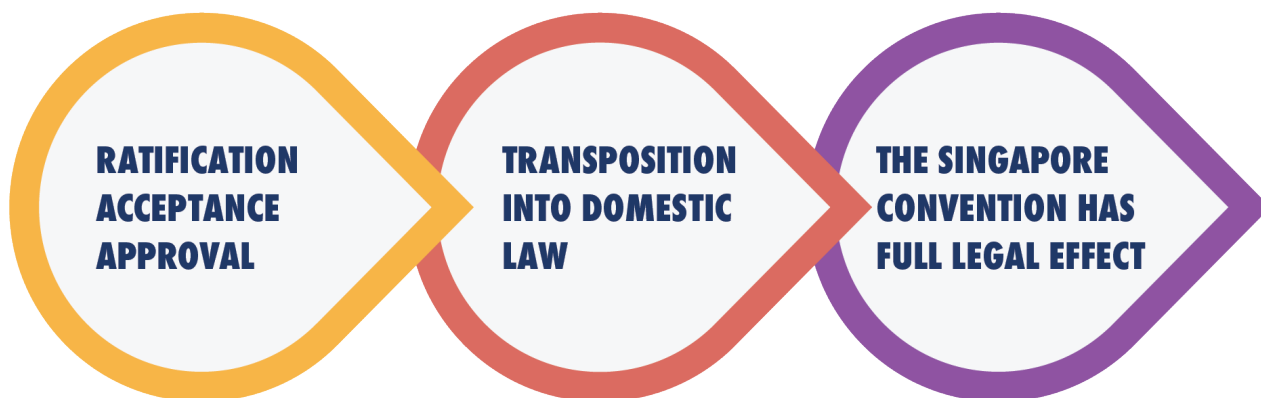
MONISM AND DUALISM

There are two approaches by which an international treaty can become effective in a State's legal system – monist and dualist approaches. In States that follow the monist approach, international law is considered as an integral part of that State's legal system. Once a State ratifies, accepts, or approves a treaty, the treaty will become binding upon the State and produce the full legal effect in that State's legal system. In States that follow the dualist approach, international law is not considered as an integral part of a State's legal system. An international treaty will become effective only if that State transposes this international treaty into its domestic legislation.

MONIST APPROACH



DUALIST APPROACH



States that follow the dualist approach have to take extra care in transposing the Singapore Convention into their legal system. While enacting laws to give effect to the Singapore Convention, States may not modify or amend the provisions of the Singapore Convention in a way that does not give full legal effect to the Singapore Convention. States following the dualist approach may choose to use the Model Law on Mediation to transpose the Singapore Convention into their legal system.

8. USEFUL MATERIALS

LEGAL INSTRUMENTS AND TEXTS:

1. United Nations Convention on International Settlement Agreements Resulting from Mediation
Available at: <https://uncitral.un.org/>
2. The travaux préparatoires of the United Nations Convention on International Settlement Agreements Resulting from Mediation
Available at: <https://uncitral.un.org/>
3. UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018
Available at: <https://uncitral.un.org/>
4. UNCITRAL Mediation Rules
Available at: <https://uncitral.un.org/>
5. UNCITRAL Notes on Mediation
Available at: <https://uncitral.un.org/>
6. Guide to Enactment and Use of the UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation (2018)
Available at: <https://uncitral.un.org/>

BOOKS AND BOOK CHAPTERS:

1. Nadja M Alexander and Clarissa Chern, “**The Singapore Convention**” in Rishi Gulati, Thomas John and Ben Koehler (eds), *Elgar Companion to UNCITRAL*, Edward Elgar, 2023.
2. Nadja Alexander, Shouyu Chong, and Vakhtang Giorgadze, “**The Singapore Convention on Mediation - A Commentary (2nd Edition)**”, (2 ed.) (Global Trends in Dispute Resolution). Kluwer Law International, 2022.

JOURNAL ARTICLES:

1. Nadja Alexander, “**The Singapore Convention: What Happens After the Ink has Dried?**”, *American Review of International Arbitration* ARIA 30 (2019).
2. Shouyu Chong and Felix Steffek, “**Enforcement of International Settlement Agreement Resulting from Mediation Under the Singapore Convention – Private International Law Issues in Perspective**”, *Singapore Academy of Law* Volume 31 (2019), 448-486.
3. Vakhtang Giorgadze (2020) “**Dispute Resolution Clauses and the Enforcement of International Mediated Settlement Agreements under the Singapore Convention on Mediation**” (TDM, ISSN 1875-4120) November 2020, www.transnational-dispute-management.com.
4. Eunice Chua, “**The Singapore Convention on Mediation-A Brighter Future for Asian Dispute Resolution**” (2018) 9(2) *Asian Journal of International Law* 195–205.
5. Eunice Chua, “**Enforcement of International Mediated Settlements without the Singapore Convention on Mediation**” (2019) 31 *Singapore Academy of Law Journal* 572–597.
6. Eunice Chua, “**Enforcement of Mediated Settlement Agreements in Asia—A Path towards Convergence**” (2019) 15(1) *Asian International Arbitration Journal* 1–27.
7. Nadja Alexander & Shouyu Chong, **UN Treaty on Mediation signed in Singapore**, *Nederlands-Vlaams tijdschrift voor mediation en conflictmanagement*. 23, (2-3), 71-76, (2019).

8. Natalie Y Morris-Sharma, “**Constructing the Convention on Mediation: The Chairperson’s Perspective**” (2019) 31 Singapore Academy of Law Journal 487-519.
9. Khory McCormick and Sharon S M Ong, “**Through the Looking Glass: An Insider’s Perspective into the Making of the Singapore Convention on Mediation**” (2019) 31 Singapore Academy of Law Journal 520-546.
10. Timothy Schnabel, “**The Singapore Convention on Mediation: A Framework for the Cross-Border Recognition and Enforcement of Mediated Settlements**” (2019) 19 Pepp. Disp. Resol. L.J. 1

WEBSITES:

1. The website of the Singapore Convention
<https://singaporeconvention.org>
2. The website of the Singapore International Dispute Resolution Academy (SIDRA)
<https://sidra.smu.edu.sg>
3. The website of the United Nations Commission on International Trade Law (UNCITRAL)
<https://uncitral.un.org/>
4. The website of Investment Policy Hub, United Nations Conference on Trade and Development (UNCTAD) <https://investmentpolicy.unctad.org/>



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