

Annex C: Factsheet on the Singapore Convention on Mediation

Background, Signing, and Ratification

- On June 2018, the United Nations Commission on International Trade Law (“UNCITRAL”), finalised the United Nations Convention on International Settlement Agreements Resulting from Mediation and adopted the UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 (amending the Model Law on International Commercial Conciliation, 2002).
- On 20 December 2018, the United Nations General Assembly (i) adopted the Convention; (ii) authorised the signing ceremony of the Convention to be held in Singapore; and (iii) authorised the nomenclature of the “Singapore Convention on Mediation” (the “Singapore Convention”) making it the first UN treaty to be named after Singapore.
- On 7 August 2019, the Singapore Convention Signing Ceremony and Conference was held where Singapore hosted more than 1,500 delegates from 70 countries at the event. 46 countries signed the Singapore Convention on that day and subsequently, seven other countries signed at the UN headquarters in New York, bringing the total number of signatories to 53.
- On 12 September 2020, the Singapore Convention came into force.
- On 4 June 2021, Brazil signed the Singapore Convention, bringing the total number of signatories to 54 countries.

Key Benefits

- Mediation is rising in popularity as a means to resolve cross-border commercial disputes for several reasons, including the fact that it results in party-driven solutions which are not imposed by a third party. It also reduces time and costs for parties as well as burdens to the state. Due to its conciliatory nature, it better facilitates business continuity and relationships, also reducing instances where a dispute leads to termination of commercial relationships. Mediation is also a flexible solution for international disputes as it can be combined with or complement other modes of dispute resolution, such as litigation or arbitration.
- However, its growth has been hindered by the long-standing obstacle of a lack of enforceability of the mediated settlement agreement. Unlike a court judgment or an arbitral award, previously, a mediated agreement was only binding contractually and not directly enforceable. The lack of an efficient and harmonised framework for cross-border enforcement of settlement agreements resulting from mediation was often cited as a challenge in utilising mediation as an effective solution.
- The Singapore Convention directly addresses the lack of an effective means to enforce cross-border commercial mediated settlement agreements by providing the framework by which agreements may be enforced. Businesses can have

greater assurance that mediation can be relied on to settle cross-border commercial disputes because mediated settlement agreements can be enforced more readily by the courts of contracting parties to the Singapore Convention.

- This certainty of outcomes is beneficial for businesses especially during a period of uncertainty such as the COVID-19 pandemic. It will also help to promote the use of mediation around the world for cross-border disputes, saving time and costs, and potentially ensure better business continuity, facilitating the growth of international trade and commerce.

Applicability of the Singapore Convention

- The Singapore Convention **will** apply to international commercial settlement agreements resulting from mediation. The courts of a contracting party will be expected to handle applications either to enforce an international settlement agreement that falls within its scope or to allow a party to invoke the settlement agreement to prove that the matter has already been resolved, in accordance with its rules of procedure, and under the conditions of the Singapore Convention.
- The Singapore Convention **will not** apply to:
 - International settlement agreements that are concluded in the course of judicial or arbitral proceedings and which are enforceable as a court judgment or arbitral award; or
 - Settlement agreements concluded for personal, family, or household purposes by one of the parties (a consumer), as well as settlement agreements relating to family, inheritance, or employment law.
- The courts of a contracting party may refuse to grant relief on the grounds laid down in the Singapore Convention, including:
 - If a party to the settlement agreement was under incapacity;
 - If the settlement agreement is not binding, null and void, inoperative, or incapable of being performed under the law to which it is subjected to;
 - If there was a serious breach by the conciliator of standards applicable to the conciliator, without which breach that party would not have entered into the settlement agreement; and
 - If granting relief would be contrary to the public policy of the contracting party.

List of Countries that Signed and Ratified the Singapore Convention

Note: Countries that have ratified/approved the Singapore Convention are denoted with an asterisk ()*

S/N	Country	S/N	Country
1	Afghanistan	28	Kazakhstan

2	Armenia	29	Lao People's Democratic Republic
3	Belarus*	30	Malaysia
4	Benin	31	Maldives
5	Brazil	32	Mauritius
6	Brunei Darussalam	33	Montenegro
7	Chad	34	Nigeria
8	Chile	35	North Macedonia
9	China	36	Palau
10	Colombia	37	Paraguay
11	Congo	38	Philippines
12	Democratic Republic of the Congo	39	Qatar*
13	Ecuador*	40	Republic of Korea
14	Eswatini	41	Rwanda
15	Fiji*	42	Samoa
16	Gabon	43	Saudi Arabia*
17	Georgia	44	Serbia
18	Ghana	45	Sierra Leone
19	Grenada	46	Singapore*

20	Guinea-Bissau	47	Sri Lanka
21	Haiti	48	Timor-Leste
22	Honduras	49	Turkey
23	India	50	Uganda
24	Iran (Islamic Republic of)	51	Ukraine
25	Israel	52	United States of America
26	Jamaica	53	Uruguay
27	Jordan	54	Venezuela (Bolivarian Republic of)