



MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

THE SUPREME COURT OF THE REPUBLIC OF SINGAPORE

AND

**THE SUPREME PEOPLE'S COURT
OF THE PEOPLE'S REPUBLIC OF CHINA**

ON

**THE MANAGEMENT OF INTERNATIONAL COMMERCIAL DISPUTES
IN THE CONTEXT OF THE BELT AND ROAD INITIATIVE THROUGH
A LITIGATION-MEDIATION-LITIGATION FRAMEWORK**

The Supreme Court of the Republic of Singapore and the Supreme People's Court of the People's Republic of China (hereinafter each referred to as a "Participant", and collectively referred to as the "Participants"):

- (a) Recognising the increasing complexity of disputes relating to international trade and commerce (including the carrying out of infrastructure development and construction works, the supply of goods and services in connection with such works, and the financing of such activities) in the context of the Belt and Road Initiative (hereinafter referred to as "BRI international commercial disputes");
- (b) Considering that cooperation in the management of such disputes will promote the ties of friendship between the Republic of Singapore and the People's Republic of China, and advance the Belt and Road Initiative; and
- (c) Recognising that mediation may offer flexible, creative and efficient ways to resolve such disputes, which not only save the parties to such disputes time and costs, but also preserve their business and working relationships and provide them with greater control over the outcome of the dispute resolution process,

Mutually agree to strengthen cooperation on the management of BRI international commercial disputes through a Litigation-Mediation-Litigation (hereinafter referred to as "LML") Framework, and have entered into the following Memorandum of Understanding (hereinafter referred to as "MOU"):

Article 1 – Development and Implementation of LML Framework

Each Participant will develop and implement, in accordance with this MOU, a LML Framework for the management of BRI international commercial disputes. The Participants agree that: (a) the Supreme Court of the Republic of Singapore may develop and implement the LML Framework through the Singapore International Commercial Court (hereinafter referred to as “SICC”); and (b) the Supreme People’s Court of the People’s Republic of China may develop and implement the LML Framework through the China International Commercial Court (hereinafter referred to as “CICC”).

Article 2 – Collaboration with Other Parties

Each Participant may develop and implement the LML Framework in association with any domestic or foreign mediation experts and any domestic, foreign or international mediation institutions in accordance with the procedural law of the seat of the Participant and the Participant’s court rules.

Article 3 – Sharing of Information

Each Participant agrees to share, with the other Participant, information on its LML Framework and other dispute management practices, including any procedural rules, case management protocols and practices, and enforcement processes. The Participants agree that for the purposes of this Article, it will be sufficient: (a) for the Supreme Court of the Republic of Singapore to share information relating to the SICC; and (b) for the Supreme People’s Court of the People’s Republic of China to share information relating to the CICC.

Article 4 – Features of LML Framework

The Participants agree that the LML Framework developed and implemented by each Participant will have the following features:

- i. Case management conferences (however described) may be convened for the court to determine the procedural steps (such as in the form of a court ruling, case management memorandum or notice, where applicable), and to give directions, for the timely and cost-efficient management and resolution of the dispute.
- ii. The court may grant a stay of court proceedings for the parties to the dispute to reach a settlement through mediation. Where the court grants a stay of court proceedings for a specified period, any party to the dispute may, for good reason, apply for an extension of that period.
- iii. Every mediation: (a) is to be conducted on a “without prejudice” basis; and (b) is private and confidential. Any privileged information or document produced at a mediation remains privileged from disclosure in court proceedings according to the law of the seat of mediation. *In this context, the parties to the dispute will not use or rely on any privileged information or document disclosed in the mediation in any court proceedings, if there is partial or no settlement reached as a result of the mediation.*
- iv. Where the parties to a dispute reach a settlement as a result of mediation, the court may give a judgment, or issue a statement having the effect of a judgment, to facilitate the recognition and enforcement of the mediated settlement.
- v. The parties to a dispute are entitled to have a mediation conducted in accordance with: (a) the mediation rules of a mediation institution chosen by those parties; or (b)

the rules agreed or submitted to by those parties in accordance with the applicable law.

Article 5 – LML Model Clauses

The Participants agree to promote the LML Framework by recommending, to the parties to disputes, the adoption of such of the following LML Model Clauses as may be appropriate in the circumstances:

- i Where the parties choose to resolve the dispute in the SICC:

"Each party irrevocably submits to the exclusive jurisdiction of Singapore International Commercial Court any dispute arising out of or in connection with this contract (including any question relating to its existence, validity or termination).

The parties agree that after the commencement of court proceedings, they will attempt in good faith to resolve any such dispute through mediation in accordance with the Litigation-Mediation-Litigation Protocol of the Singapore International Commercial Court."

- ii Where the parties choose to resolve the dispute in the CICC:

"Each party, according to the procedural law of the seat of the court, irrevocably submits to the exclusive jurisdiction of the China International Commercial Court any dispute arising out of or in connection with this contract (including any question relating to its existence, validity or termination).

The parties agree that after the commencement of court proceedings, they will attempt in good faith to resolve any such dispute through mediation in accordance with the Procedural Rules for the China International Commercial Court of the

Supreme People's Court.”

Article 6 – Other Matters

- i. This MOU will come into effect on the date of its signature. Either Participant may terminate this MOU by giving written notice for its termination to the other Participant.
- ii. This MOU may be amended at any time in writing by mutual consent of the Participants. Any amendment that has been agreed upon by the Participants will come into effect on such date as agreed by the Participants and will be considered an integral part of this MOU.
- iii. This MOU does not constitute any treaty or law, and does not create any legally binding rights or obligations between the Participants under domestic or international law.

This MOU is signed in 2 original copies, one being in English and the other in Chinese, both texts being equally valid, on 1 April 2023 in the People's Republic of China.



For and on behalf of the Supreme Court of the Republic of Singapore

For and on behalf of the Supreme People's Court of the People's Republic of China

Belinda Ang Saw Ean

TAO Kaiyuan

Justice of the Court of Appeal

Vice-president & Justice

Supreme Court of the Republic of Singapore

The Supreme People's Court of the People's Republic of China