



Supreme Court
of New South Wales

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SUPREME COURT OF SINGAPORE

AND

THE SUPREME COURT OF NEW SOUTH WALES

ON

REFERENCES OF QUESTIONS OF LAW

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The Supreme Court of Singapore and the Supreme Court of New South Wales (hereafter referred to individually as “the Party” or “each Party” and collectively as “the Parties”):

RECOGNISING the relationship between the Parties as an important element in promoting and facilitating legal cooperation;

CONVINCED OF the value of close cooperation for mutual benefit in the field of the administration of justice;

RECOGNISING the difficulties and costs involved in traditional processes for determining questions of law by the judges of one Party with respect to the law applicable in the jurisdiction of the other Party;

ACKNOWLEDGING the innovative procedure adopted by the Supreme Court of Singapore by referring a question of foreign law to the High Court of Justice of England and Wales in *Westacre Investments Inc v The State-Owned Company Yugoimport SDPR* (also known as *Jugoimport-SDPR*) [2009] 2 SLR(R) 166 and *Westacre Investments Inc v Yugoimport SDPR* [2008] EWHC 801 (Comm.)

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1

If an issue in proceedings before one Party is governed by the law of the other Party, each Party will give consideration, in accordance with its Rules and procedures, to directing the parties in the proceedings to take steps to have any contested issue of law determined by the courts of the Party of the governing law.

ARTICLE 2

The consideration referred to in Article 1 may include:

- (i) the identification of the precise question of foreign law to be answered;
- (ii) the identification of the facts or assumptions upon which the answer to the question is to be determined;
- (iii) the identification of whether and, if so, in what respects the Parties may depart from the facts or assumptions and/or vary the question to be answered in any proceedings in the court of the other Party.

ARTICLE 3

Upon the institution of proceedings for the answer to a question pursuant to Articles 1 and 2, the court of each Party undertakes to provide an answer to the referred question of law as expeditiously as its procedures allow.

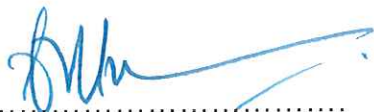
ARTICLE 4

Differences arising from the interpretation, operation and implementation of this Memorandum of Understanding will be settled amicably through consultation between the Parties based on the principles of mutual understanding and respect.

ARTICLE 5

- (i) This Memorandum will come into effect on the date of its signing.
- (ii) This Memorandum may be terminated early by either Party giving written notice to the other Party and such termination will take effect three calendar months after the date of written notice.
- (iii) This Memorandum will be reviewed to the extent necessary five calendar years after the date of signing.

SIGNED on the 6th day of August 2015in duplicate



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Sundaresh Menon

Chief Justice

For the Supreme Court of Singapore



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Thomas Bathurst

Chief Justice

For the Supreme Court of New South Wales