



and the Mediation Committee of the  
International Bar Association (IBA) present

# The Singapore Convention: “Life After 7 August 2019” A Global Think Tank



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8 August, 2019 • 10:00 to 17:00 (Singapore Standard Time)  
Maxwell Chambers • 32 Maxwell Road • Singapore 069115

# The Singapore Convention: "Life After 7 August 2019" – A Global Think Tank

The immediate backdrop to the signing of the Singapore Convention is one of political and economic uncertainty at a time of unprecedented socio-cultural and technological change. A recent slowdown in cross-border trade flows underscores a longer-term falling trend in foreign direct investment as a percentage of global GDP from 3.5% in 2007 to 1.3% in 2017. Overall FDI fell by 20% in 2018, according to figures from the United Nations Conference on Trade and Development.

In response to uncertainty, multinationals have shortened supply chains, favouring regional over global suppliers. Populism has prompted protectionist measures in several of world's major economies, with technology at the forefront of accusations of fake news, tax dodging, job losses and espionage. Thus, the world into which the Convention has been born is different from that in which it was conceived.

Nevertheless, the Convention was prescient in foreseeing a world in which quick, impartial facilitation of cross-border disputes can sustain trade in the face of myriad antagonistic factors. In removing impediments, and reducing friction in cross-border trade, the Convention demonstrates a longer term mutual interest and commitment by major powers to facilitating growth and prosperity at a time when news headlines suggest otherwise.

In light of these dynamics, JAMS, in cooperation with the International Bar Association Mediation Committee and the Society of Mediation Practitioners (Singapore), has launched the Global Dispute Resolution Think Tank to bring together industry leaders to contemplate such shifts at macro-environmental and industry levels.

The augurs are good for mediation playing a more prominent role in cross-border disputes, but the Convention is only a starting point. Without careful and studied action, the opportunities presented might yet be squandered. Accordingly, this think tank is initiated with the intent of harnessing the skills, experience and expertise of those in ADR to sustain the signal of positive and constructive dialogue above the noise of rancour and division.

Panelists at **Singapore Convention on Mediation: Life After 7 August 2019** will discuss the practicalities of adoption and integration of cross-border mediation as an effective dispute resolution mechanism, and will cover the following topics:

- Views from Asia on the Convention, incorporating the topic: 'Ethical and professional issues on mediation representation'
- Views from Australia, New Zealand and UK on the Convention, incorporating the topic: 'Mediation as a profession'
- Views from USA and Europe on the Convention, incorporating the topic: 'Fee arrangements that supports mediation'
- Views on the future of Investor-State Dispute Settlement (ISDS)

## CONFERENCE CO-CHAIRS

**Gary Birnberg**, JAMS, Miami, Co-Chair, IBA Mediation Committee

**Tat Lim**, Aequitas Law, Singapore, Co-Chair, IBA Mediation Committee

**Mary Walker**, 9 Wentworth Chambers, Sydney; Senior Vice Chair, IBA Mediation Committee

**Ranse Howell**, JAMS, Director of International Operations

## Program Schedule

**0930 – 1000 Registration**

**1000 – 1030 Welcome remarks**

### SESSION 1

**1030 – 1130**

**Views from Asia on the Convention, incorporating the topic: "Ethical and professional issues on mediation representation"**

The Oxford Dictionary defines "ethics" as "moral principles that govern a person's behaviour or the conducting of an activity." In mediation, moral principles are especially salient, given that

the attraction of mediation to disputants is often described as the result of party autonomy in two key respects—the right of disputants to determine procedural fairness in the mediation process and the right of disputants to determine substantive fairness in the outcome.

This session will explore the issues of ethics and professional issues on mediation and mediation representation. We will thoroughly consider the role of mediators and lawyers who represent clients at mediation, and discuss situations when the discharge of the mediators' duties or the lawyers' duties at mediation gives rise to ethical or professional issues.

**1130 – 1145 Break**

## SESSION 2

1145 – 1300

### Views from Australia, New Zealand and UK on the Convention, incorporating the topic: "Mediation as a profession"

On 26 June 2018, the United Nations Commission on International Trade Law approved the final draft of the Singapore Mediation Convention. On 20 December 2018 the UN General Assembly adopted the Convention. Can the Singapore Mediation Convention be for mediation what the New York Convention is for arbitration? Alternative Dispute Resolution has been developing rapidly internationally. There has been broad-based advocacy for the increased use of mediation, arbitration and related processes to resolve disputes in many jurisdictions. Is the introduction of the Singapore Mediation Convention a turning point? What are the emerging issues?

1300 – 1400 Lunch

## SESSION 3

1400 – 1515

### Views from USA and Europe on the Convention, incorporating the topic: "Fee arrangements that support mediation"

Adoption of the Singapore Convention signals a significant acknowledgment of mediation as a valuable tool to resolve crossborder commercial disputes. The Singapore Convention,

like the New York Convention, has the power to significantly and positively shape international trade around the world by providing a dispute resolution structure upon which trading parties can rely. How are USA and EU firms looking at the Convention? What advice are they giving to international clients regarding the Convention? How are dispute resolution institutions adopting? What can counsel do to incorporate dispute resolution clauses under the Convention? What fee arrangements?

1515 - 1530 Coffee/tea break

## SESSION 4

1530 – 1630

### Views on the future of Investor-State Dispute Settlement (ISDS)

The current investor state dispute settlement (ISDS) system has faced criticism with regard to some important aspects of the procedures it offers. A lack of transparency, neutrality of the deciding third party, the limitations of *amicus curiae* involvement and a lack of flexibility to take into account considerations beyond the applicable law are some of the concerns raised. In recent years, there have been calls to increase the use of mediation for the resolution of such disputes. This session reflects on whether the Singapore Convention is likely to result in an increase in the use of mediation and considers the obstacles and challenges of this difficult area of dispute resolution.

1630 - 1700 Closing Remarks

## About the Speakers



### Gary Birnberg ADR Neutral, JAMS USA/BRAZIL

Gary is a seasoned ADR professional specializing in resolving in a diverse array of domestic and international disputes. He is a Florida Supreme Court Certified Circuit and Appellate mediator admitted to the Bar in four U.S. states, including New York and the District of Columbia, and a Fellow of the Chartered Institute of Arbitrators. He is an arbitrator or mediator for multiple institutions worldwide, including CAM-CCBC, ICC, ICDR, and JAMS. Recently, he single-handedly mediated to settlement a US\$600 million limit of liability insurance claim in an international, multi-lingual mediation with 56 participants. He is fluent in English, French, and Portuguese and conversational in Italian and Spanish.



### Ximena Bustamante Mediator, Founding Partner, PACTUM Dispute Resolution Consulting ECUADOR

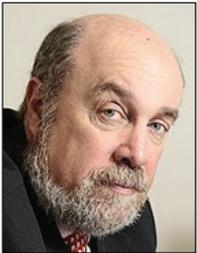
A full-time mediator, Ms. Bustamante has successfully conducted highly complex negotiations and mediations in commercial and government disputes, reaching settlement in most cases. She serves on neutral panels for the Mediation and Arbitration Centers of the Quito Chamber of Commerce, the Ecuadorian-American Chamber of Commerce, the Pichincha Chamber of Industries, and the San Francisco de Quito University, as well as at the Mediation Centers of the Office of the Attorney General, and the Center for Law and Society (CIDES). She has acted as the National Director of Mediation at the Attorney General's Office of the Republic of Ecuador.

## About the Speakers **CONTINUED**



**James Claxton** Professor of Law, Kobe University **JAPAN**

James Claxton is a Professor of Law at the University of Kobe. In the past, he served as Legal Counsel at the International Centre for Settlement of Investment Disputes (World Bank Group) and was an associate for Latham & Watkins LLP and Orrick, Herrington & Sutcliffe LLP. He specializes in International arbitration, international mediation, international investment law, business and human rights.



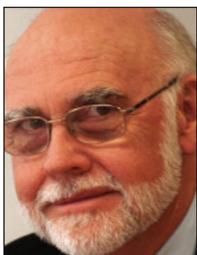
**Dr. Alberto Elisavetsky** Founder & Director, Online Dispute Resolution Latin-America **ARGENTINA**

Dr. Elisavetsky is a Public Accountant and international online dispute resolution expert. He is Founder and Director of the Social Network ODR Latinoamerica, an organizer of online events on ODR with worldwide experts. He is Director of the Observatory of Social Conflict & the Postgraduate Course in Conflicts Resolution and New Technologies in the National University of Tres de Febrero; a Founding Member of the International Forum of Professional Mediators; and President of the Academic Committee of e-MARC. He is an Editor in Spanish of Mediate.com and the blog Electronic Dispute Resolution. In 2016, Alberto won the "High Quality in Mediation" Award of Palmas De Gran Canaria University.



**Hector Flores Senties** Partner, Abascal Flores y Segovia **MEXICO**

Hector is partner in a boutique law firm based in Mexico City and specializes in international arbitration and business law. Since 2014, he has served as advisor and representative of Mexico before the United Nations Commission for International Trade Law (UNCITRAL) and, as such, he was actively involved in the approval of the Mauritius Convention on Transparency in Investment Arbitration and amendments to the UNCITRAL Arbitration Rules, amendments to the UNCITRAL Notes on the Organization of Arbitral Proceedings, and the amendment of the UNCITRAL Model Law on International Commercial Conciliation, and the drafting of the Singapore Convention on Commercial Mediation.



**Dr. Paul Gibson** Principal, Gibson ADR **AUSTRALIA**

Principal of Gibson ADR and Executive Director of the Centre for Conflict Management (based in Sydney), Mr. Gibson has been a full-time professional mediator since 2006 and has special expertise in multi-party conflict and resolving complex stakeholder disagreements & disputes (including Community Dialogue). He has worked with international organisations and governments in South East Asia, New Zealand, United Kingdom, Europe and USA. His clients include large corporates, SMEs, government agencies and statutory bodies. He combines 40 years of management, consulting, training and dispute resolution experience, with current international knowledge and specialist training.



**Shaun Henriques** Principal Consultant, ADR Dispute Solutions **UAE**

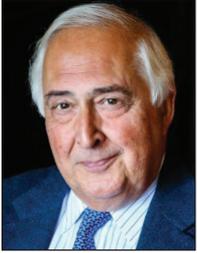
Mr. Henriques is admitted to practice Law in England (Solicitor), Jamaica, New York and the D.I.F.C. Courts and has been a commercial mediator since 2002. He currently handles commercial transactions, interim court applications, negotiation, early neutral evaluation, mediation and short form arbitration. He is accredited by the Dispute Resolution Foundation and the Chartered Institute of Arbitrators. He is on multiple international panels in Jamaica, Dubai, the UAE, and Kuala Lumpur and is a member of the London Court of International Arbitration (LCIA), the DIFC - LCIA, the Dubai International Arbitration Centre (DIAC), and an International Bar Association (IBA) Mediation committee officer.



**Ranse Howell** Director of International Operations, JAMS **USA/UK**

Ranse is a passionate and dedicated ADR professional who consistently looks for opportunities to improve the understanding of a variety of dispute management and resolution options. His role at JAMS allows him to interact with many individuals and organizations in the US and beyond and to educate and inform those who are less familiar with the services, support and assistance JAMS can provide. He worked for CEDR (UK) and was instrumental in the development of several new areas of business, with a focus on developing bespoke consultancy and training products and services. Ranse is currently in the final stages of his PhD in Business from the University of Sussex.

## About the Speakers **CONTINUED**



**Michel Kallipetis QC** Commercial Mediator **UK**

The former Head of Littleton Chambers, Michel has 40 years' experience as a practising barrister in general commercial, professional negligence and employment work. He is recognised in *The Legal Directories* as an expert in Mediation, Commercial Litigation and Professional Negligence. He is an Accredited Mediator with CEDR and ADR Chambers and a member of the Hong Kong HKIAC Accredited Mediator Panel and the Singapore International Mediation Centre's Panel of Mediators. He was appointed as one of the first CIArb Mediation Fellows in 2008. He was made a Distinguished Fellow of the International Academy of Mediators in 2009 and in 2014 was invited to become a director.



**Jeremy Lack** ADR Neutral, JAMS **SWITZERLAND**

Mr. Lack is an independent lawyer and ADR Neutral admitted to practice in England & Wales, New York, various US federal courts, the United States Patent and Trademark Office, and Geneva, Switzerland (as a foreign member of the local bar). In addition to being a Legal advisor to Helvetica Avocats, he is a Barrister (door-tenant) with Quadrant Chambers, an advisor to Charles Russell LLP (UK/CH), counsel to Pearl Cohen Zedek Latzer LLP (US/IL) and is a faculty member at the EPFL (CH). He is a former partner with Etude Altenburger LTD legal + tax in Geneva, Switzerland, an IMI-certified mediator and a JAMS International panelist certified by several international ADR institutions.



**Lim Lei Theng** Singapore International Mediation Centre/Singapore Mediation Centre **SINGAPORE**

Lei Theng mediates a broad range of cases including general commercial, community, family and others and has been involved in ADR training and studies since 1993. She was part of the Committee of ADR under the Ministry of Law which assisted in the establishment of community mediation in Singapore, involved in the pilot project on commercial mediation at the Singapore Academy of Law and among the first group of mediators to be appointed by the Singapore Mediation Centre. She is now a member of the State Courts ADR Advisory Council and also mediates at Eagles Mediation and Counselling Centre (EMCC), the Tribunal for the Maintenance of Parents, and other organisations.



**Tat Lim** Managing Partner, Aequitas Law LLP **SINGAPORE**

Tat Lim was called to the Singapore Bar in 1989. His practice focuses on conflict and dispute resolution. He has successfully mediated disputes ranging from substantial commercial and construction claims to cross-border, multi-party environmental and social matters. In WWL (2018), Tat was lauded as "the best in Singapore" for mediation services by his peers. He is a Weinstein JAMS International Fellow. He currently serves as Co-Chair of the Mediation Committee of the International Bar Association, as Chair of the Society of Mediation Professionals (Singapore), as a board member of Singapore Mediation Centre and member of IMI's Independent Advisory Committee.



**Dr. Hamed Merah** CEO, Saudi Center for Commercial Arbitration **SAUDI ARABIA**

An internationally recognized expert in the Islamic Economy & Financial industry, Dr. Merah has an extensive track record of achievements encompassing Banking, Investment Banking, Insurance (Takaful), and the development of related Industry Standard-setting. He leads one of the most important specialized international organizations in the industry (with activities and members in more than 45 countries), transforming its technical, structural, and administrative aspects while developing its financial resources. He utilises his academic background and experience in scientific research, training, governance, compliance and standard-setting, with specialization in jurisprudence and Shari'ah.



**Natalie Y. Morris-Sharma** Director International Legal Division, Ministry of Law **SINGAPORE**

Currently Director, International Division, of Singapore's Ministry of Law, Natalie previously served as the first legal advisor at the Permanent Mission of the Republic of Singapore to the UN in New York and, concurrently, Deputy Senior State Counsel with the International Affairs Division of Singapore's Attorney-General's Chambers. She is Chairperson of UNCITRAL Working Group II (Dispute Settlement) for its work on the enforcement of conciliated settlement agreements. She has been involved in negotiations for the EU-Singapore Free Trade Agreement, ASEAN-Japan investment agreement, and Colombia-Singapore investment agreement. She is called to the Bar in Singapore and in New York.

## About the Speakers **CONTINUED**



**Blažo Nedić** Mediator, Trainer, Consultant & Attorney; Co-Founder of ADR Partners **SERBIA**

Mr. Nedić is an international rule of law development project manager and consultant with over 40 technical assistance and capacity building projects, developed, managed and implemented in the areas of rule of law, democracy and governance, ADR and mediation, in Serbia and throughout the region. He has over 20 years of legal and mediation practice, specializing in civil, commercial, workplace, family and property mediation. He serves as a mediator, facilitator and conflict competency trainer for the World Bank Europe and Central Asia region. In 2015, he co-founded ADR Partners, a Serbia-based company providing mediation and other ADR services.



**Dorcas Quek** Asst. Professor of Law, Singapore Management University School of Law **SINGAPORE**

Ms. Quek is an Assistant Professor of Law, an Advocate and Solicitor of the Singapore Supreme Court, a Principal Mediator with the Singapore Mediation Centre and a member of the Board of Directors of Singapore International Dispute Resolution Academy. She was previously a District Judge in the State Courts, conducting mediations and early neutral evaluations. She has published numerous dispute resolution articles in journals such as the *Cardozo Journal of Conflict Resolution*, *Harvard Negotiation Law Review*, *Civil Justice Quarterly* and *Asian Journal of Mediation*. She has an LL.B from National University of Singapore and an LL.M from Harvard University School of Law.



**Ignacio Ripol** Litigation and Compliance Director, Grant Thornton **SPAIN**

Ignacio is an experienced attorney and mediator in Barcelona, and a founder of NEUTRALES. During his 18-year career as an international dispute resolution expert, he has acted as an arbitrator, mediator, attorney and trainer. His professional practice is focused on Commercial and Business Law. He has extensive experience advising clients in commercial disputes between Spanish and international companies. As a business attorney, negotiator and dispute resolution practitioner, he has a wide perspective on the legal issues companies face. He has also developed a dispute management program and has wide expertise in designing corporate compliance programs in organizations.



**Ana Sambold** Mediator & Attorney **USA**

A fully bilingual (English/Spanish) Mediator and Attorney admitted to practice in California, Federal Court Southern District and Colombia, Ms. Sambold serves on panels for the San Diego Superior Court Civil Mediation, ADR Services, Inc., National Conflict Resolution Center, and West Coast Resolution Group. She has successfully conducted, in Spanish and English, over 700 mediations involving complex matters, multi-cultural parties, and highly contentious issues. She is Co-Chair of the State Bar of California Civil Litigation Section ADR Committee, serves on the Board of the Southern California Mediation Association and is actively involved with the American Bar Association ADR Section.



**Jawad Sarwana** Partner and Advocate Supreme Court, Abraham Sarwana **PAKISTAN**

Jawad A. Sarwana, Partner and Advocate Supreme Court, earned his undergraduate degree from USA and his professional law degree from the University of Buckingham, England. His practice involves advising foreign clients on a range of international transaction work in Pakistan as well as local litigation, and International ADR work. Mr. Sarwana is an international commercial negotiations trainer.



**Geoff Sharp** Commercial Mediator **UK, NEW ZEALAND**

Mr. Sharp is a member of both Clifton Chambers, Wellington and Brick Court Chambers in London. He was named *APAC Insider's* "Best Commercial Mediator in the Asia-Pacific" for 2016 and 2017, and "New Zealand Mediator of the Year" in the New Zealand Law Awards. He is a member of ICC's Mediation Rules Task Force and on the faculty of the ICC International Commercial Mediation Competition. He is a member of CEDR's International Mediator Panel, the Singapore Mediation Centre's International Panel of Mediators and the National Electricity Market of Singapore Dispute Resolution and Compensation Panel. He practices in London, New Zealand and Asia.

## About the Speakers **CONTINUED**



**Sukhsimranjit Singh** Managing Director, Straus Institute; Director LLM Program **USA, INDIA**

Professor Singh serves as the mediator for Willamette University's Atkinson Graduate School of Management, and for the City of Beverly Hills, where he was nominated for the city's annual Peace Award. He teaches dispute resolution as an Assistant Professor of Law at Pepperdine University. The Government of India recognized him as a GIAN scholar for his teaching in ADR. He is an Honorary Fellow at the International Academy of Mediators, an ABA Section of Dispute Resolution Council Member, an AALS Dispute Resolution Section Executive Committee Member, a Pepperdine/Straus American Inns of Court for Dispute Resolution and serves on the Weinstein International Foundation.



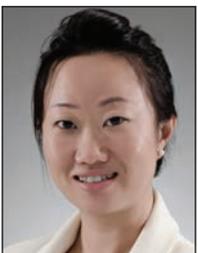
**James South** Managing Director, Senior Consultant & Mediator, CEDR **UK, NEW ZEALAND**

A trained barrister and solicitor, James has been involved in ADR for the past two decades, as a government mediator for the New Zealand Ministries of Justice and Housing and the past 13 years with CEDR. He regularly acts as a trainer and consultant expert and has worked in over 20 jurisdictions including Austria, Bosnia and Herzegovina, Belgium, Brazil, Botswana, China, Croatia, Egypt, Hong Kong, India, Ireland, Lebanon, Morocco, Pakistan, Spain, South Africa, Ukraine, USA. He currently lectures in International Commercial Mediation at the University of Westminster and taught and advised on ADR at South Bank University, Birkbeck College, London, and University of West England.



**Thomas Stipanowich** Professor of Law & Associate Dean, Pepperdine University **USA**

Mr. Stipanowich is William H. Webster Chair in Dispute Resolution and Professor of Law at Pepperdine University, as well as Associate Dean of the Straus Institute for Dispute Resolution. He is a leading scholar, speaker and trainer on conflict resolution topics as well as an experienced arbitrator and mediator. From 2001-2006, he was President and CEO of the International Institute for Conflict Prevention & Resolution. Currently, he is an Advisor for the ALI's Restatement of American Law of International Arbitration, a member of the Academic Council of the Institute for Transnational Arbitration, and on the Advisory Board of the New York International Arbitration Center.



**Hazel Tang** Counsel of the Secretariat of the ICC International Court of Arbitration **SINGAPORE**

Hazel is an accredited mediator with the Singapore Mediation Centre and a foreign mediator with the Shanghai International Arbitration Centre. Previously, Hazel was a partner with a leading Singapore law firm with a regional presence, and was based in China for a period. Her experience covers a wide range of contentious and noncontentious work involving construction and infrastructure. An accredited mediator and arbitrator with leading institutions, Hazel has effectively represented clients in arbitration, litigation, adjudication and mediation proceedings. She also regularly conducts in-house trainings on risk prevention and mitigation.



**Kimberly Taylor** Senior Vice President, Chief Legal & Operating Officer, JAMS **USA**

Ms. Taylor oversees JAMS operations in the US and abroad. Working directly with the President and CEO, and leading a team that spans more than 25 Resolution Centers across North America, Taylor is responsible for the company's day-to-day operating activities. She also provides operational and strategic leadership for JAMS internationally, with headquarters in London. Taylor serves as a key lawyer and legal advisor on all major business transactions, including mergers and acquisitions, strategic alliances, divestitures and joint ventures, coordinating with CFO and outside counsel to negotiate, draft and implement a wide variety of complex, multi-party agreements.



**Tom Valenti** Attorney, Mediator and Founder, Valenti Law **USA**

Mr. Valenti is a Chicago-based conflict resolution specialist offering mediation, arbitration, and facilitation services and training around the globe. Tom has conducted numerous mediations involving civil, commercial, interpersonal and workplace matters. He has mediated and trained extensively in jurisdictions all over the world. He is a member of several bar associations, including the American, Chicago, Illinois and Indian Bar, and is a co-founder and former Board Member of Mediation Beyond Borders. Tom is a AAA and ABNA Neutral, Neutral Arbitrator and Mediator for the National Arbitration Forum and Center For Resolution and member of the Chartered Institute of Arbitrators.

## About the Speakers CONTINUED



**Mary Walker** Barrister; Mediator; Chair, Law Council of Australia ADR Committee, Sydney **AUSTRALIA**

Ms. Walker has been at the forefront of ADR in Australia since 1990. As a member of an independent Bar, she has arbitrated, mediated, negotiated, facilitated multi-party, environmental and community disputes, designed dispute resolution systems and provided expert appraisal/expert determinations and facilitated expert panels and provided ombudsman services in respect to thousands of disputes referred by solicitors, industry and government bodies and corporations both domestic and international. Mary has been awarded Mediator of the Year for the first 3 consecutive years of the Australian ADR Awards (2016-2018) and International Mediator of the Year in 2018.



**Zhang Wei** Director, Shanghai Commercial Mediation Center **CHINA**

Ms. Wei is the director of Shanghai Commercial Mediation Center, the first mediation institution specialized in commercial mediation in China. Ms. Wei is Dean of Kai Sheng Mediator Academy, a member of China Law Society and Shanghai Law Society, a trustee of Shanghai Institute of Rule of Law, and an arbitrator of Shanghai Arbitration Commission. She graduated from East China University of Political Science and Law and has engaged in politics and law work for more than two decades. As the "Model Civil Servant of Shanghai in Learning and Using Law," she edited the book of "My Lawyer Life," and she was a founder of the Memorial for Old Site of Shanghai Lawyer Association.

## About the Co-Organizers



[www.jamsadr.com/global](http://www.jamsadr.com/global) Founded in 1979, JAMS is the world's largest private provider of alternative dispute resolution (ADR) services with locations in major cities around the globe. JAMS successfully resolves and manages business and legal disputes by providing efficient, cost-effective and impartial ways to overcome barriers at any stage of conflict. JAMS offers customized dispute resolution services through a combination of industry-specific experience, first-class client service, top-notch facilities and more than 400 highly trained panelists. JAMS handles an average of 15,000 arbitrations and mediations annually.



[www.smp.org.sg](http://www.smp.org.sg) The Society of Mediation Professionals (Singapore) was conceived and founded by a group of peacemakers, passionate and driven to propel mediation in Singapore into an established dispute resolution process, a vocation and occupation practiced by professionals – trained, accredited and experienced mediators and mediation advocates.

## Supporting Organizations



[www.adrcenterglobal.com](http://www.adrcenterglobal.com) Through its international Global Panel of mediators, its experienced Global Case Management and its national Resolution Centers, ADR Center Global provides services to solve both cross-border and domestic civil and commercial disputes. Based on 20 years of experience, ADR Center Global is the first truly international mediation provider with a Global Panel of Mediators and multilingual Case Management that can assist law firms, multinationals and international organizations in ADR Programs and ADR Services. All local offices associated with ADR Center Global share the same high standard of quality in mediation services and set of rules for cross-border mediation. ADR Center Global's headquarters is based in Rome (Italy).



[www.amcadr.org](http://www.amcadr.org) The Arab Mediation Center (AMC) was established through a successful collaboration between distinguished judges and legal elites who all share the knowledge, expertise, and the belief in the importance of mediation in addressing the limitations associated with classical Litigation and Arbitration.

## Supporting Organizations CONTINUED



**ARBITRATORS' AND MEDIATORS'  
INSTITUTE OF NEW ZEALAND INC**  
Te Mana Kalwhakatau, Takawaenga o Aotearoa

[www.aminz.org.nz](http://www.aminz.org.nz) AMINZ is the leading body in New Zealand for people working in dispute resolution. It is a not-for-profit organisation dedicated to upholding, certifying and promoting the highest standards in mediation, arbitration and other forms of dispute resolution. Its members include arbitrators, mediators, adjudicators, conciliators, facilitators, investigators and expert witnesses from the private and public sectors, and those interested in these areas of dispute resolution.



北京仲裁委员会  
Beijing Arbitration Commission  
北京国际仲裁中心  
Beijing International Arbitration Center

[www.bjac.org.cn](http://www.bjac.org.cn) Established in 1995 as an independent and non-governmental institution, the Beijing Arbitration Commission, also known as the Beijing International Arbitration Center (the "BAC/BIAC"), has become the first self-funded arbitration institution in China in 1998 and is widely accepted as one of the primary arbitration institutions internationally. With the aim of delivering trusted professional services, the BAC/BIAC endeavors to promote and encourage the resolution of disputes through efficacious arbitration and a comprehensive understanding of Chinese arbitration practices. Towards this end, the BAC/BIAC actively organizes the Annual Summit on Commercial Dispute Resolution in China, sponsors the Biennial ICCA Conference, and contributes constructively to the UNCITRAL Working Group II's deliberations, as an observer.



The Center for Arbitration and Dispute Resolution (CADR) is the leading institute in Israel for ADR with advanced innovative platform for managing and conducting arbitration and mediation in Israel and overseas. The CADR continually develops tailor made services addressing the business and legal community needs in all areas of Law. The CADR International Division offers its platform as an efficient business solution for parties conducting business with overseas entities. Parties are offered top tier international arbitrators and mediators in various fields, dedicated to resolve international disputes in a neutral location and under agreed upon rules and regulations. With established cooperation with leading institutions in Switzerland and the USA CADR Israel provides parties with structured professional and proper process.



[ccbc.org.br](http://ccbc.org.br) The Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada (CAM-CCBC) is a pioneer in the administration of Adequate/Appropriate Dispute Resolutions (ADRs) in Brazil. CAM-CCBC is responsible for a significant portion of the arbitration that takes place in the Country involving national and foreign parties.



[cbma.com.br](http://cbma.com.br) CBMA is a consolidated chamber, founded in 2002 by the entities: ACRJ - Commercial Association of Rio de Janeiro, FENASEG - National Federation of Private Insurance and Capitalization Companies and FIRJAN - Federation of Industries of the State of Rio de Janeiro, and has adequate facilities, an efficient secretary office, a technical body in its board, which supports all procedures and a staff of highly competent and respectable arbitrators and mediators.



[www.cedr.com](http://www.cedr.com) CEDR is a conflict management consultancy and Europe's largest independent Alternative Dispute Resolution service for both commercial and consumer disputes handling thousands of referrals a year. CEDR operates the Court of Appeal's Mediation Service and is certified by the Chartered Trading Standards Institute under the European Union Directive on Consumer Alternative Dispute Resolution. CEDR is a leading negotiation and conflict management trainer internationally in the field and its acclaimed Mediator Skills Training Accreditation has been awarded to over 7000 mediators in 70 countries. As a non-profit organisation with a public mission to innovate and develop conflict management and dispute resolution CEDR undertakes unique foundation activities such as the national negotiation competition, guidance for public inquiries and rules for settlement in arbitration.

## Supporting Organizations CONTINUED



[www.internationalarbitrators.org](http://www.internationalarbitrators.org) The Chartered Institute of Arbitrators (CI Arb) is a leading professional membership organisation representing the interests of alternative dispute resolution (ADR) practitioners worldwide. It has over 16,000 members located across 133 countries supporting the global promotion, facilitation and development of all forms of private dispute resolution worldwide. Institute members cover the three main ADR disciplines of arbitration, construction adjudication and mediation.



[www.conflictdynamics.co.za](http://www.conflictdynamics.co.za) Conflict Dynamics is a South African-based ADR service provider and training organisation, established in 1996 in response to a demand for quality, high-level training in the area of conflict management and dispute resolution. While most of its work is conducted in South Africa, Conflict Dynamics has established a strong international reputation. Our vision is to achieve a society in which people, workplaces and organisations are skilled in negotiation, conflict management and dispute resolution.



[www.cdr-news.com](http://www.cdr-news.com) *Commercial Dispute Resolution* is a unique, award-winning online and print publication for the international commercial litigation and arbitration community.



[www.fimcmediation.com](http://www.fimcmediation.com) The Florence International Mediation Chamber (FIMC) is the international mediation service of the Florence Chamber of Commerce. The chamber has decided to offer its decades of experience in mediation and dispute resolution to individuals and companies that find themselves operating in an increasingly competitive global market and wish to choose Florence as the site for the resolution of all current and future disputes. Founded in May 2015, FIMC has already become a pillar of international mediation in Italy, organizing mediations for significant international commercial disputes.



香港調解會  
The Hong Kong Mediation Council  
(A Division of Hong Kong International Arbitration Centre)

[www.hkiac.org/mediation](http://www.hkiac.org/mediation) The Hong Kong Mediation Council (HKMC) was set up within the Hong Kong International Arbitration Centre (HKIAC) in January 1994 to promote the development and use of mediation as a method of resolving disputes. The HKMC is a division of the HKIAC and was previously known as the Mediation Interest Group. The Hong Kong Mediation Council is committed to promoting the development and use of mediation and other forms of Alternative Dispute Resolution (ADR), encouraging collaboration amongst its members and with similar institutions or professional bodies, facilitating exchange of information and ideas in relation to mediation and other forms of ADR and training mediators and educating users.

## I M M

[www.imm.mx](http://www.imm.mx) The Mexican Institute of Mediation, A.C. was created in 2001 by a group of Mexican law firms with the initial purpose of exploring mediation as an effective means of dispute resolution in our country. The objective of the institution is to discuss and analyze topics of interest and current affairs of their partner firms. Members of the Institute exchange views on a variety of topics of interest, including those relating to the corporate, financial, mergers and acquisitions, arbitration and, in general, litigation, the alternative means of dispute resolution, also addressing current issues such as energy reform, the financing of infrastructure projects, the new regulatory framework electricity and telecommunications, economic competition reforms, among many others. The IMM is currently composed of more than 30 law firms of the greatest relevance in Mexico.



[www.arbitrationindia.com](http://www.arbitrationindia.com) Indian Institute of Arbitration & Mediation (IIAM) is a pioneer institution in India, providing institutional Alternative Dispute Resolution (ADR) services and training programs in ADR. It is a non-profit organization registered in India and commenced activities in the year 2001. IIAM is the first institution in India approved by the International Mediation Institute (IMI) at the Hague, Netherlands for qualifying mediators for IMI certification. IIAM is a member of the Asian Mediation Association (AMA) and the Asia Pacific Regional Arbitration Group (APRAG). IIAM also does extensive community mediation service under the People's Mediation Centres and online arbitration and mediation through the Peacagate App ([www.peacagate.in](http://www.peacagate.in)).

## Supporting Organizations CONTINUED



[www.ibanet.org](http://www.ibanet.org) The International Bar Association (IBA) – the global voice of the legal profession – is the foremost organisation for international legal practitioners, bar associations and law societies. Established in 1947, shortly after the creation of the United Nations, it was born out of the conviction that an organisation made up of the world's bar associations could contribute to global stability and peace through the administration of justice. In the ensuing 70 years since its creation, the organisation has evolved, from an association comprised exclusively of bar associations and law societies, to one that incorporates individual international lawyers and entire law firms. The present membership is comprised of more than 80,000 individual international lawyers from most of the world's leading law firms and some 190 bar associations and law societies spanning more than 170 countries.



[www.iccwbo.org](http://www.iccwbo.org) The International Chamber of Commerce (ICC) helps to solve difficulties that arise in international commerce through market leading administered dispute resolution services. Companies and governments worldwide turn to the ICC services as an attractive alternative to litigation. That's because not only are they neutral and reliable solutions that help save time and money, they are also flexible enough to meet the diverse interests and needs of parties in different parts of the world and different sectors of the economy. From the ICC's flagship International Court of Arbitration administering ICC Arbitration, to the International Centre for ADR providing mediation and other forms of ADR, the organization's services are based exclusively on internationally respected rules.



[www.idrc.co.uk](http://www.idrc.co.uk) Established in 2000 and located at the heart of 'Legal London' - The IDRC is the UK's leading facility at which to conduct arbitrations and other forms of alternative dispute resolution, whilst also providing rooms and support services for meetings, training courses and seminars.



[www.imimediation.org](http://www.imimediation.org) The International Mediation Institute is a non-profit public initiative with the vision of professional mediation worldwide, promoting consensus and access to justice. To this end it convenes global stakeholders in establishing high mediation standards, promotes understanding and adoption of mediation, and disseminates skills and materials for parties, counsel, and mediators, including a professional Code of Conduct. By driving transparency and high competency standards in mediation worldwide, IMI is making a positive difference to the dispute resolution world.



[www.jcaa.or.jp](http://www.jcaa.or.jp) As the only permanent commercial arbitral institution in Japan, JCAA contributes to the resolution of disputes arising from international and domestic business transactions. Having fairly resolved various commercial disputes, we have acquired high credibility among many corporations and other institutions around the world.



[www.kobe-u.ac.jp](http://www.kobe-u.ac.jp) Kobe University (神戸大学 Kōbe daigaku), also known in the Kansai region as Shindai (神大), is a leading Japanese national university located in the city of Kobe, in Hyōgo.



[www.lawcouncil.asn.au](http://www.lawcouncil.asn.au) The International Law Section provides a focal point for lawyers and others interested in transnational and international law matters, trade and business practice, migration and human rights issues. Lawyers and others are able to discuss current issues and contribute to the development of international legal practice and policy. The Section's Chapters provide an opportunity for Australian trained lawyers based overseas to meet, network and filter back issues of concern.

## Supporting Organizations CONTINUED



[www.mlaw.gov.sg](http://www.mlaw.gov.sg) The Ministry of Law plays multiple key roles such as: To formulate and review legal, intellectual property, land, insolvency, public trustee, moneylending, pawnbroking, legal aid and community mediation policies, as well as legislation and strategies under MinLaw's purview; To provide legal and policy input for other Ministries' proposed Bills and programmes; To develop the legal services, alternative dispute resolution and intellectual property sectors and to regulate and license all law practice entities and register foreign-qualified lawyers in Singapore.



[www.neutralesadr.com](http://www.neutralesadr.com) NEUTRALES (a JAMS affiliate) is dedicated to transforming the legal system in Spain by introducing the use of commercial mediation as the most effective method for dispute resolution.



[news.nus.edu.sg](http://news.nus.edu.sg) The NUS Centre at the National University of Singapore seeks to develop and enhance legal skills, particularly in community lawyering, and build legal awareness programmes that are primarily targeted at the social service sector, with the aim of strengthening legal assistance that can be provided to such organisations which are promoting the welfare of the vulnerable in society. It will also enhance the clinical legal education programme at NUS Law, and further develop clinical programmes.



[odrlatinoamerica.com](http://odrlatinoamerica.com) ODR Latinoamérica es una red social sin fines de lucro privada y un espacio académico y de investigación en la articulación de las nuevas tecnologías y la resolución de conflictos. ODR Latinoamérica organiza capacitaciones y encuentros virtuales a distancia relacionados con distintos aspectos de la resolución de conflictos, utilizando las nuevas tecnologías de la comunicación y la información.



[www.partners-serbia.org](http://www.partners-serbia.org) Partners for Democratic Change Serbia (Partners Serbia) is a civil society organization devoted to upholding the rule of law, supporting civil society and institutional development in Serbia and in the region, and building local capacity through a reliance on local expertise. Partners Serbia specializes in the fields of alternative dispute resolution, change and conflict management, rule of law, democracy and human rights and anti-discrimination.



**Russian Arbitration Center**

at the Russian Institute of Modern Arbitration

[centerarbitr.ru](http://centerarbitr.ru) Russian Arbitration Center at the Russian Institute of Modern Arbitration (RAC at RIMA) was established in August 2016. The organization's goal is to facilitate impartial, professional and final resolution of disputes of any complexity in strict compliance with the arbitration procedure.



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

[www.sadr.org](http://www.sadr.org) The Saudi Center for Commercial Arbitration is committed to providing professional, transparent and rapid services for dispute resolution alternatives, inspired by Islamic law, in accordance with the best international standards, and contributes to raising awareness in this field; to create a safe environment attractive to domestic and foreign investment.



[www.sccietac.org](http://www.sccietac.org) South China International Economic and Trade Arbitration Commission (also known as the Shenzhen Court of International Arbitration; previously known as the China International Economic and Trade Arbitration Commission South China Subcommission, the China International Economic and Trade Arbitration Commission Shenzhen Subcommission) was established in 1983 in Shenzhen Special Economic Zone. It is an arbitration institution founded to resolve the contract disputes and other property rights disputes amongst individuals, legal entities and other institutions from domestic China and overseas.

## Supporting Organizations CONTINUED



[www.scmc.org](http://www.scmc.org) The Shanghai Commercial Mediation Center ("SCMC") is a third-party commercial mediation institution established on January 8, 2011 with the approval of the Shanghai Municipal Commission of Commerce and the Shanghai Administration Bureau of NGOs. The SCMC is the first non-state owned institution in China specializing in commercial dispute mediation, and also be recognized as the ADR reform subject unit by the Judicial Reform Office of Supreme People's Court of China (SPC) and praised as the China's most remarkable and influential ADR organization. In 2018, the SCMC was also invited by the China International Commercial Court as its first listed mediation institution



[www.sidra.academy](http://www.sidra.academy) The Singapore International Dispute Resolution Academy (SIDRA) is Asia's global thought leader for learning and research in negotiation and dispute resolution. SIDRA was launched on 17 March 2016 at the 2016 Global Pound Conference by the Honourable the Chief Justice Sundaresh Menon. SIDRA leads change in the culture of deal-making and dispute resolution and empowers people to create value. A non-profit organisation supported by the Ministry of Law, it is a subsidiary of the Singapore Academy of Law and the Singapore Mediation Centre and is based at the Singapore Management University, School of Law.



[www.smu.edu.sg](http://www.smu.edu.sg) A premier university in Asia, the Singapore Management University (SMU) is internationally recognised for its world-class research and distinguished teaching. Established in 2000, SMU has an emphasis on generating rigorous, high-impact, and relevant multi-disciplinary research that addresses Asian issues of global relevance, SMU faculty collaborate with leading international researchers and universities from USA, Europe, China and India as well as with partners in the business community and public sector, through its research institutes, centres and labs.



[law.pepperdine.edu/straus](http://law.pepperdine.edu/straus) The Straus Institute for Dispute Resolution at Pepperdine University School of Law was ranked the

number one dispute resolution program in the 2018 *U.S. News & World Report*. The Straus Institute was established in 1986 as the first dispute resolution program in the Southwest. It offers professional training programs and academic programs in dispute resolution, including a certificate, MDR, and LLM in dispute resolution.



[www.uncitral.org/uncitral/tac/rcap.html](http://www.uncitral.org/uncitral/tac/rcap.html) The UNCITRAL Regional Centre for Asia and the Pacific is a unit within the International Trade Law Division (ITLD), Office of Legal Affairs, United Nations. The Division functions as the substantive secretariat of the United Nations Commission on International Trade Law (UNCITRAL).



[www.untref.edu.ar](http://www.untref.edu.ar) Universidad Nacional Tres de Febrero (UNTREF) Una institución que produce, adquiere y otorga conocimiento de diversas maneras, para toda la comunidad. Donde lo académico y la extensión universitaria se fusionan, generando un vínculo con la sociedad en forma de educación, deporte, información, arte y cultura.



[weinsteininternational.org](http://weinsteininternational.org) The Weinstein International Foundation is a non-profit organization dedicated to making mediation available and accessible worldwide in the face of increasing global challenges and conflict. Founded by deeply experienced dispute resolution pioneers in the U.S. and abroad, we leverage the growing network of ADR-trained Weinstein JAMS International Fellows to further promote mediation education and training while helping our communities manage local, regional and cross-border non-commercial disputes in the public interest. Headquartered in San Francisco, the Weinstein International Foundation works through a global network of ADR-trained dispute resolution professionals from around the world with the cultural understanding and local knowledge necessary to promote the resolution of conflict through mediation and other dispute resolution practices in their own countries and beyond.

## ANNEX I

# United Nations Convention on International Settlement Agreements Resulting from Mediation

### Preamble

*The Parties to this Convention,*

*Recognizing* the value for international trade of mediation as a method for settling commercial disputes in which the parties in dispute request a third person or persons to assist them in their attempt to settle the dispute amicably,

*Noting* that mediation is increasingly used in international and domestic commercial practice as an alternative to litigation,

*Considering* that the use of mediation results in significant benefits, such as reducing the instances where a dispute leads to the termination of a commercial relationship, facilitating the administration of international transactions by commercial parties and producing savings in the administration of justice by States,

*Convinced* that the establishment of a framework for international settlement agreements resulting from mediation that is acceptable to States with different legal, social and economic systems would contribute to the development of harmonious international economic relations,

Have agreed as follows:

### Article 1. Scope of application

1. This Convention applies to an agreement resulting from mediation and concluded in writing by parties to resolve a commercial dispute ("settlement agreement") which, at the time of its conclusion, is international in that:
  - (a) At least two parties to the settlement agreement have their places of business in different States; or
  - (b) The State in which the parties to the settlement agreement have their places of business is different from either:
    - (i) The State in which a substantial part of the obligations under the settlement agreement is performed; or
    - (ii) The State with which the subject matter of the settlement agreement is most closely connected.
2. This Convention does not apply to settlement agreements:
  - (a) Concluded to resolve a dispute arising from transactions engaged in by one of the parties (a consumer) for personal, family or household purposes;
  - (b) Relating to family, inheritance or employment law.
3. This Convention does not apply to:
  - (a) Settlement agreements:
    - (i) That have been approved by a court or concluded in the course of proceedings before a court; and
    - (ii) That are enforceable as a judgment in the State of that court;
  - (b) Settlement agreements that have been recorded and are enforceable as an arbitral award.

### Article 2. Definitions

1. For the purposes of article 1, paragraph 1:
  - (a) If a party has more than one place of business, the relevant place of business is that which has the closest relationship to the dispute resolved by the settlement agreement, having regard to the circumstances known to, or contemplated by, the parties at the time of the conclusion of the settlement agreement;
  - (b) If a party does not have a place of business, reference is to be made to the party's habitual residence.
2. A settlement agreement is "in writing" if its content is recorded in any form. The requirement that a settlement agreement be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference.
3. "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.

### Article 3. General principles

1. Each Party to the Convention shall enforce a settlement agreement in accordance with its rules of procedure and under the conditions laid down in this Convention.
2. If a dispute arises concerning a matter that a party claims was already resolved by a settlement agreement, a Party to the Convention shall allow the party to invoke the settlement agreement in accordance with its rules of procedure and under the conditions laid down in this Convention, in order to prove that the matter has already been resolved.

### Article 4. Requirements for reliance on settlement agreements

1. A party relying on a settlement agreement under this Convention shall supply to the competent authority of the Party to the Convention where relief is sought:
  - (a) The settlement agreement signed by the parties;
  - (b) Evidence that the settlement agreement resulted from mediation, such as:
    - (i) The mediator's signature on the settlement agreement;
    - (ii) A document signed by the mediator indicating that the mediation was carried out;
    - (iii) An attestation by the institution that administered the mediation; or
    - (iv) In the absence of (i), (ii) or (iii), any other evidence acceptable to the competent authority.
2. The requirement that a settlement agreement shall be signed by the parties or, where applicable, the mediator is met in relation to an electronic communication if:
  - (a) A method is used to identify the parties or the mediator and to indicate the parties' or mediator's intention in respect of the information contained in the electronic communication; and
  - (b) The method used is either:
    - (i) As reliable as appropriate for the purpose for which the electronic communication was generated or communicated, in the light of all the circumstances, including any relevant agreement; or

- (ii) Proven in fact to have fulfilled the functions described in subparagraph (a) above, by itself or together with further evidence.
- 3. If the settlement agreement is not in an official language of the Party to the Convention where relief is sought, the competent authority may request a translation thereof into such language.
- 4. The competent authority may require any necessary document in order to verify that the requirements of the Convention have been complied with.
- 5. When considering the request for relief, the competent authority shall act expeditiously.

### Article 5. Grounds for refusing to grant relief

1. The competent authority of the Party to the Convention where relief is sought under article 4 may refuse to grant relief at the request of the party against whom the relief is sought only if that party furnishes to the competent authority proof that:
  - (a) A party to the settlement agreement was under some incapacity;
  - (b) The settlement agreement sought to be relied upon:
    - (i) Is null and void, inoperative or incapable of being performed under the law to which the parties have validly subjected it or, failing any indication thereon, under the law deemed applicable by the competent authority of the Party to the Convention where relief is sought under article 4;
    - (ii) Is not binding, or is not final, according to its terms; or
    - (iii) Has been subsequently modified;
  - (c) The obligations in the settlement agreement:
    - (i) Have been performed; or
    - (ii) Are not clear or comprehensible;
  - (d) Granting relief would be contrary to the terms of the settlement agreement;
  - (e) There was a serious breach by the mediator of standards applicable to the mediator or the mediation without which breach that party would not have entered into the settlement agreement; or
  - (f) There was a failure by the mediator to disclose to the parties circumstances that raise justifiable doubts as to the mediator's impartiality or 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 settlement agreement.
2. The competent authority of the Party to the Convention where relief is sought under article 4 may also refuse to grant relief if it finds that:
  - (a) Granting relief would be contrary to the public policy of that Party; or
  - (b) The subject matter of the dispute is not capable of settlement by mediation under the law of that Party.

### Article 6. Parallel applications or claims

If an application or a claim relating to a settlement agreement has been made to a court, an arbitral tribunal or any other competent authority which may affect the relief being sought under article 4, the competent authority of the Party to the Convention where such relief is sought may, if it considers it proper, adjourn the decision and may also, on the request of a party, order the other party to give suitable security.

### Article 7. Other laws or treaties

This Convention shall not deprive any interested party of any right it may have to avail itself of a settlement agreement in the manner and to the extent allowed by the law or the treaties of the Party to the Convention where such settlement agreement is sought to be relied upon.

### Article 8. Reservations

1. A Party to the Convention may declare that:
  - (a) It shall not apply this Convention to settlement agreements 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;
  - (b) It shall apply this Convention only to the extent that the parties to the settlement agreement have agreed to the application of the Convention.
2. No reservations are permitted except those expressly authorized in this article.
3. Reservations may be made by a Party to the Convention at any time. Reservations made at the time of signature shall be subject to confirmation upon ratification, acceptance or approval. Such reservations shall take effect simultaneously with the entry into force of this Convention in respect of the Party to the Convention concerned. Reservations made at the time of ratification, acceptance or approval of this Convention or accession thereto, or at the time of making a declaration under article 13 shall take effect simultaneously with the entry into force of this Convention in respect of the Party to the Convention concerned. Reservations deposited after the entry into force of the Convention for that Party to the Convention shall take effect six months after the date of the deposit.
4. Reservations and their confirmations shall be deposited with the depositary.
5. Any Party to the Convention that makes a reservation under this Convention may withdraw it at any time. Such withdrawals are to be deposited with the depositary, and shall take effect six months after deposit.

### Article 9. Effect on settlement agreements

The Convention and any reservation or withdrawal thereof shall apply only to settlement agreements concluded after the date when the Convention, reservation or withdrawal thereof enters into force for the Party to the Convention concerned.

### Article 10. Depositary

The Secretary-General of the United Nations is hereby designated as the depositary of this Convention.

### Article 11. Signature, ratification, acceptance, approval, accession

1. This Convention is open for signature by all States in Singapore, on 1 August 2019, and thereafter at United Nations Headquarters in New York.
2. This Convention is subject to ratification, acceptance or approval by the signatories.
3. This Convention is open for accession by all States that are not signatories as from the date it is open for signature.
4. Instruments of ratification, acceptance, approval or accession are to be deposited with the depositary.

## Article 12. Participation by regional economic integration organizations

1. A regional economic integration organization that is constituted by sovereign States and has competence over certain matters governed by this Convention may similarly sign, ratify, accept, approve or accede to this Convention. The regional economic integration organization shall in that case have the rights and obligations of a Party to the Convention, to the extent that that organization has competence over matters governed by this Convention. Where the number of Parties to the Convention is relevant in this Convention, the regional economic integration organization shall not count as a Party to the Convention in addition to its member States that are Parties to the Convention.
2. The regional economic integration organization shall, at the time of signature, ratification, acceptance, approval or accession, make a declaration to the depositary specifying the matters governed by this Convention in respect of which competence has been transferred to that organization by its member States. The regional economic integration organization shall promptly notify the depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.
3. Any reference to a "Party to the Convention", "Parties to the Convention", a "State" or "States" in this Convention applies equally to a regional economic integration organization where the context so requires.
4. This Convention shall not prevail over conflicting rules of a regional economic integration organization, whether such rules were adopted or entered into force before or after this Convention: (a) if, under article 4, relief is sought in a State that is member of such an organization and all the States relevant under article 1, paragraph 1, are members of such an organization; or (b) as concerns the recognition or enforcement of judgments between member States of such an organization.

## Article 13. Non-unified legal systems

1. If a Party to the Convention has two or more territorial units in which different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them, and may amend its declaration by submitting another declaration at any time.
2. These declarations are to be notified to the depositary and are to state expressly the territorial units to which the Convention extends.
3. If a Party to the Convention has two or more territorial units in which different systems of law are applicable in relation to the matters dealt with in this Convention:
  - (a) Any reference to the law or rule of procedure of a State shall be construed as referring, where appropriate, to the law or rule of procedure in force in the relevant territorial unit;
  - (b) Any reference to the place of business in a State shall be construed as referring, where appropriate, to the place of business in the relevant territorial unit;
  - (c) Any reference to the competent authority of the State shall be construed as referring, where appropriate, to the competent authority in the relevant territorial unit.
4. If a Party to the Convention makes no declaration under paragraph 1 of this article, the Convention is to extend to all territorial units of that State.

## Article 14. Entry into force

1. This Convention shall enter into force six months after deposit of the third instrument of ratification, acceptance, approval or accession.
2. When a State ratifies, accepts, approves or accedes to this Convention after the deposit of the third instrument of ratification, acceptance, approval or accession, this Convention shall enter into force in respect of that State six months after the date of the deposit of its instrument of ratification, acceptance, approval or accession. The Convention shall enter into force for a territorial unit to which this Convention has been extended in accordance with article 13 six months after the notification of the declaration referred to in that article.

## Article 15. Amendment

1. Any Party to the Convention may propose an amendment to the present Convention by submitting it to the Secretary-General of the United Nations. The Secretary-General shall thereupon communicate the proposed amendment to the Parties to the Convention with a request that they indicate whether they favour a conference of Parties to the Convention for the purpose of considering and voting upon the proposal. In the event that within four months from the date of such communication at least one third of the Parties to the Convention favour such a conference, the Secretary-General shall convene the conference under the auspices of the United Nations.
2. The conference of Parties to the Convention shall make every effort to achieve consensus on each amendment. If all efforts at consensus are exhausted and no consensus is reached, the amendment shall, as a last resort, require for its adoption a two-thirds majority vote of the Parties to the Convention present and voting at the conference.
3. An adopted amendment shall be submitted by the depositary to all the Parties to the Convention for ratification, acceptance or approval.
4. An adopted amendment shall enter into force six months after the date of deposit of the third instrument of ratification, acceptance or approval. When an amendment enters into force, it shall be binding on those Parties to the Convention that have expressed consent to be bound by it.
5. When a Party to the Convention ratifies, accepts or approves an amendment following the deposit of the third instrument of ratification, acceptance or approval, the amendment shall enter into force in respect of that Party to the Convention six months after the date of the deposit of its instrument of ratification, acceptance or approval.

## Article 16. Denunciations

1. A Party to the Convention may denounce this Convention by a formal notification in writing addressed to the depositary. The denunciation may be limited to certain territorial units of a non-unified legal system to which this Convention applies.
2. The denunciation shall take effect 12 months after the notification is received by the depositary. Where a longer period for the denunciation to take effect is specified in the notification, the denunciation shall take effect upon the expiration of such longer period after the notification is received by the depositary. The Convention shall continue to apply to settlement agreements concluded before the denunciation takes effect.

DONE at ---- this [X] day of [X] -----, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

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