The United Nations Convention on International Settlement Agreements Resulting from Mediation

By Mary Walker

Although the United Nations Convention on International Settlement Agreements Resulting from Mediation known as 'The Singapore Convention on Mediation' (Convention) will enter into force on 12 September 2020, Australia is not yet a signatory.[1] This article examines the nature of the Convention, its operative terms and some insights from Singapore. In the absence of a cross-border enforcement framework the enforcement of a settlement agreement reached at the conclusion of a mediation will generally be through the mechanisms available for the enforcement of a contract. The Convention provides new mechanisms for the enforcement of settlement agreements which fall within the terms of the Convention and for disputes which arise concerning matters which have already been resolved in a settlement agreement reached in mediation reducing the ambit of controversy.[2] The Convention has been developed to achieve a harmonised mechanism for the enforcement of international settlement agreements resulting from a mediation process. The rationale is to reduce the impact of the cumbersome nature of available enforcement mechanisms and to provide an alternative which supports international trade and commerce.

Introduction

The United Nations General Assembly adopted the Convention on 20 December 2018.[3] The Convention was signed on 7 August 2019 in Singapore by 46 states including The People's Republic of China, India and the United States of America.[4] At the time of writing this article[5] there are 52 signatories.[6]

The United Nations Commission on International Trade Law (UNCITRAL), in referring to the adoption of the Convention, noted that:

> *Until the adoption of the Convention, the often-cited challenge to the use of mediation was the lack of an efficient and harmonized framework for cross-border enforcement of settlement agreements resulting from mediation. In response to this need, the Convention has been developed and adopted by the General Assembly.*
>
> *The Convention ensures that a settlement reached by parties becomes binding and enforceable in accordance with a simplified and streamlined procedure. The Convention provides a uniform and efficient international framework for mediation, akin to the framework that the New York Convention has successfully provided over the past 60 years for the recognition and enforcement of foreign arbitral awards.*[7]

The Convention is modelled on the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958), (New York Convention), however it is intended to stand alone. The Convention provides for the ability to enforce international mediated settlement agreements to resolve international commercial disputes and encapsulates the right for a party to invoke a settlement agreement as a defence against a claim.[8] It was clarified in the discussion at the time of the finalisation and approval of the draft Convention that the notions of 'enforcement' and 'enforceability' covered both the process of issuing an enforceable title and the enforcement of the title.[9]

A narrative is being expressed by some dispute resolution practitioners envisaging mediation under the Convention to be within the paradigm of international arbitration. Although one can argue that the New York Convention is one of the most successful treaties in commercial law which has been ratified by more than 150 countries,[10] mediation ought not be considered within the shadow of arbitration. Singapore Prime Minister Lee Hsien Loong at the signing ceremony described the Convention as the 'missing third piece' in the international dispute resolution enforcement framework:

> *Today, for cross border disputes, many businesses rely either on arbitration, enforced via the New York Convention, or on litigation. The Singapore Convention on Mediation is the missing third piece in the international dispute resolution enforcement framework. Businesses will benefit from greater flexibility, efficiency and lower costs, while states can enhance access to justice by facilitating the enforcement of mediated agreements.* [11]

Historically, two instruments were aimed at harmonising international settlement processes. The instruments were the UNCITRAL Conciliation Rules (1980) and the Model Law on Conciliation (2002). The New York Convention and these instruments formed the basis of the international framework for the development of the Convention. UNCITRAL does not differentiate between the terms 'mediation' and 'conciliation' in its instruments.[12] The UNCITRAL Model Law on International Commercial and International Settlement Agreements Resulting from Mediation 2018 (Model Law), in amending the UNCITRAL Model Law on International Commercial

Conciliation 2002 noted at 1.3[13] that for the purposes of the Model Law:

> *…"mediation" means a process, whether referred to by the expression mediation, conciliation or an expression of similar import, whereby parties request a third person or persons ("the mediator") to assist them in their attempt to reach an amicable settlement of their dispute arising out of or relating to a contractual or other legal relationship. The mediator does not have the authority to impose upon the parties a solution to the dispute.*[14]

Professor S.I. Strong in *Beyond International Commercial Arbitration? The Promise of International Commercial Mediation,*[15] outlines the empirical data which was influential in the development of the Convention.[16] The analysis involved a mixed qualitative-quantitative study focussing on the use and perception of international commercial mediation in the international legal and business communities.[17] The study involved a survey of 221 participants in 51 countries which included private practitioners and neutrals (judges, arbitrators, mediators and conciliators)[18]. The study focussed on two goals, one to discover and describe current behaviours and attitudes relating to international commercial mediation (1998–99), the other to discover normative issues such as perceptions of the future of international commercial mediation and the need for and the shape of an international convention (note 39, 1999). Strong stated that:

> *This line of enquiry not only identified the difficulties associated with enforcing settlement agreements arising from international commercial mediation in the then-existing legal regime, it also provided evidence indicating that the international legal community strongly supported the adoption of an international treaty concerning the enforcement of settlement agreements arising out of commercial mediation (noting 74% of respondents supported a convention to enforce mediated settlement agreements with only 8 % of respondents taking a contrary view).*[19]

UNCITRAL Working Group II (Arbitration and Conciliation) Report of its Sixty-fourth Session records the discussions resulting in the compromises found in the Convention.[20] The Preamble to the Convention identifies the incentives for its development. In signing the Convention, States are:

> ***Recognising*** *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, [and]*
>
> ***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.*

Operative Articles of the Convention

The operative articles of the Convention are Articles 1-5: Article 1 outlines the scope of the application of the Convention; Article 2 notes the definitions (see Article 2.3); Article 3 identifies the general principles; Article 4 notes the requirements for reliance on settlement agreements; and Article 5 identifies the grounds for refusing to grant relief.

Article 1 identifies the scope of the application of the Convention which applies to an agreement resulting from a mediated international commercial dispute concluded in writing by the parties.[21] To be designated as an 'international' commercial dispute, the dispute must involve at least two parties to the settlement agreement having their places of business in different States, (Article 1.1(a)) or as specified in Article 1.1.(b).[22]

The Convention has broad application but does not apply to settlement agreements concluded to resolve a dispute arising from transactions engaged in by one of the parties (a consumer) for personal, family or household purposes or disputes relating to family, inheritance or employment law (Article 1.2).[23] The Convention also does not apply to settlement agreements that have been approved by a court or concluded in the course of proceedings before a court that are (a) enforceable as a judgment in the State of that court; or (b) settlement agreements that have been recorded and are enforceable as an arbitral award (Article 1.3).[24]

Footnote 1 to Article 1 of the UNICTRAL Model Law[25] notes that:

The term "commercial" should be given a wide interpretation so as to cover matters arising from all relationships of a commercial nature, whether contractual or not. Relationships of a commercial nature include, but are not limited to, the following transactions: any trade transaction for the supply or exchange of goods or services; distribution agreement; commercial representation or agency; factoring; leasing; construction of works; consulting; engineering; licensing; investment; financing; banking; insurance; exploitation agreement or concession; joint venture and other forms of industrial or business cooperation; and carriage of goods or passengers by air, sea, rail or road.

It is likely that investor-state disputes will fall within the terms of the Convention. During discussions at the UNCITRAL Working Group II Sixty-fourth Session, it was suggested that if a settlement agreement between a government entity and an investor was considered to be of a commercial nature under the applicable law, such an agreement should fall within the scope of the instrument.[26]

Article 3 contains two separate obligations: enforcement and recognition. Article 3.1 requires each State which is a party to the Convention to enforce a settlement agreement in accordance with its rules of procedure and under the conditions laid down in the Convention. Enforcement is not limited to an order for the payment of a monetary amount. This restriction was considered during negotiations but was rejected leaving some complexity in the application of domestic rules of procedure.[27] Deferring to a State's existing rules of procedure and remaining silent on issues regarding execution, mirrors the approach taken in the New York Convention and allows for expedient implementation of the Convention.[28]

What requirements are necessary for reliance on agreements reached at the conclusion of a mediation (Settlement Agreements) under the terms of the Convention? Article 4.1 of the Convention states that a party relying on a Settlement Agreement under the Convention shall supply to the competent authority of the State 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), (iii), any other evidence acceptable to the competent authority.

When signing Settlement Agreements pursuant to the terms of the Convention, is the mediator merely evidencing a mediation has been held or something more? Where Article 4.1 (b)(i), (ii) and (iii) are absent, Article 4.1(b)(iv) is engaged. Also, the competent authority may require the production of any necessary document in order to verify compliance with the requirements of the Convention Article 4.4.[29] Presumably, the personal or business records of the mediator or recorded observations retained by mediators may be brought into evidence as may any reports mediators had provided to institutions appointing them as mediators of the dispute. Mediators may be called as witnesses to give evidence in any subsequent proceedings engaging Article 4 (Article 4.1(b)(iv)). It appears that evidence examined in proceedings engaging Article 4 in some circumstances may also be evidence which may be brought pursuant to a challenge within the terms of Article 5.

Grounds for refusing relief are outlined in Article 5:

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.[30]

The grounds relating to the conduct of the mediator in Article 5(1)(e) and (f) are novel in the sense that the mediator's conduct can affect the enforceability of a settlement agreement. Such failure noted in Article 5 (1)(e) must be a serious breach without which the complaining party would not have entered into the settlement agreement. Ascertaining if there is a 'serious breach' by the mediator 'of standards applicable to the mediator or the mediation' may not be straightforward if the parties have not identified the standards in the first instance and recorded them in the agreement engaging the mediator and the mediation process. In this context jurisdictional sensitivities or requirements of any enforcement regime need also be considered. If no standard is identified, will standards or guidelines available in relevant jurisdictions be adopted for this purpose and what nexus will be sufficient? There is a risk that if there is remorse after a mediation by one of the parties as to any term of a Settlement Agreement, an attempt to involve the mediator under the terms of Article 5 may be an easier path than attempting to challenge a term of the Settlement Agreement.

As we are all aware, a key feature of mediation is the confidential nature of the process which allows candour in negotiations and the ability to raise controversial issues that otherwise would not be ventilated. Domestic rules differ regulating the conduct of mediations within the shadow of the courts.[31] An examination of an alleged breach by a mediator of a relevant standard will, in most instances, require an examination of the conduct of a mediator during the course of a mediation. The applicable rules of confidentiality and privilege vary from jurisdiction to jurisdiction and are often reliant on evidentiary rules and domestic statutes. Some jurisdictions regard mediation as an assisted, without prejudice negotiation, while others have created a separate statutory mediation regime and yet others recognise the privilege which permits courts to admit evidence in the interests of justice or the public interest.[32] Commentators lament at the divergence of approaches that are likely to be followed.[33]

Article 5.1(f)) has the potential to raise issues relating to a mediator's prior dealings and circumstances of engagement. The issue of mediator immunity also arises in this context. Claims and lawsuits against mediators and other ADR professionals have become commonplace in some jurisdictions.[34] Contractual immunity may not be adequate in these circumstances. State disciplinary and grievance procedures may also be enlivened if an allegation of this nature is made.

Model Law

Many other issues are likely to arise once the Convention is in operation. In view of the desirability of uniformity of the law of dispute settlement procedures and the specific needs of international commercial mediation practice, UNCITRAL recommended that all States give favourable consideration to the enactment of the UNCITRAL Model Law when States enact or revise their domestic laws. [35]

The process of adoption of the Convention and the Model Law has begun. Each Party to the Convention may determine the procedural mechanisms that may be followed where the Convention does not prescribe any requirement.[36]

UNCITRAL notes on its website that:

> *The Convention is consistent with the UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements resulting from Mediation (2018). This approach is intended to provide States with the flexibility to adopt either the Convention, the Model Law as a standalone text or both the Convention and the Model Law as complementary instruments of a comprehensive legal framework on mediation.*[37]

Conclusion

The recent development of International Commercial Courts with annexed ADR centres offering international arbitration and international mediation is likely to gain momentum.[38] A session held on the day of the signing of the Convention entitled, 'Multilateralism, International Collaboration and Rule of Law in an Evolving World', concluded with the following remarks by Professor Tommy Koh, Ambassador-at-large, Ministry of Foreign Affairs, Singapore:

> *…noting the broad consensus that law must govern the challenges faced by the globalised world today. Solutions [have] to come from multilateral partnerships and international cooperation. The Singapore Convention completes an existing framework of international texts to promote and facilitate enforcement on a global scale. The Singapore Convention also offers an opportunity to celebrate the role of the rule of law in strengthening international cooperation and multilateralism.*[39]

The Convention was originally promulgated by UNCITRAL through its mandate to remove legal obstacles to international trade by progressively modernising and harmonising trade law.[40] The Convention:

> *facilitates international trade and promotes mediation as an alternative and effective method of resolving commercial disputes by providing an effective mechanism for the enforcement of international settlement agreements resulting from mediation.*[41]

Taking into account the statements in the Preamble, Article 5 and the increased referral of matters to mediation, both private and court referred, it is important to consider the impact of this Convention on global approaches to consensual dispute resolution.

Insights were available on the day of the signing of the Convention. The first was at a round table discussion held where the theme of the discussion was, 'Building Trust, Enabling International Trade'. The Chairman, Singapore Minister for Home Affairs and Minister for Law, Mr Shanmugam SC opined:

> *… States around the world had to respond to fundamental shifts in the global order, strategic balances and trade flows … to further build trust and enable international trade, amidst global uncertainties and disruptions, to sustain growth and development … [as] an instrument of international law, the Singapore Convention was an example of common rules that would provide predictability and certainty of outcomes, increase respect for binding commitments, and enhance the enforceability of commercial bargains.*[42]

The second, was in the speech by Prime Minister Lee Hsien Loong at the signing ceremony in which he raised three issues in justification of the development and adoption of the Convention. The Convention:

(a) provides mechanisms which will enhance the flow of international trade and commerce,

(b) illustrates continued engagement by nations in a multilateral approach for developing consensus based international cooperation against recent political trends to the contrary, and

(c) is the missing third piece in the international dispute resolution enforcement framework.[43]

Australian dispute resolution practitioners talk of creating international dispute resolution hubs in Sydney, Melbourne and Perth. Without Australia's engagement in global developments in dispute resolution such as the Convention, it will be difficult to embark upon promoting Australia as a hub for international dispute resolution. States which adopt the Convention and provide procedural frameworks which streamline enforcement procedures will be at an advantage in attracting international trade and commerce. This will also affect the choice of forum for dispute resolution. Over time, the developments which are occurring internationally will also reflect upon domestic dispute resolution practice and procedure. Corporations and governments are becoming sophisticated users of dispute resolution. No longer can Australian practitioners be complacent in their knowledge of dispute resolution processes. International applicable standards or guidelines for mediation practice will be developed and will be engaged by the terms of Convention particularly Article 5(1)(f).[44]

The UNCITRAL homepage notes:

> *The Convention has been designed to become an essential instrument in the facilitation of international trade and in the promotion of mediation as an alternative and effective method of resolving trade disputes. It also contributes to strengthening access to justice, and to the rule of law.* [45]

Australia signing and ratifying the Convention is not only appropriate but inevitable. [46] The question is how long will this take? **BN**

ENDNOTES

1 Three parties are required to ratify the Convention. Pursuant to Article 14, the Convention shall enter into force six months after the deposit of the third instrument of ratification, acceptance, approval or accession. Singapore and Fiji ratified the Convention on 25 February 2020 and Qatar on 12 March 2020.

2 See Article 3 General Principles; https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/EN/Texts/UNCITRAL/Arbitration/mediation_convention_v1900316_eng.pdf.

3 https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements.

4 https://www.singaporeconvention.org/; https://treaties.un.org/Pages/showDetails.aspx?objid=0800000280548 26c&clang=_en.

5 16 March 2020; The current number of signatories can be found at: https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status.

6 Belarus made a reservation upon signing the Convention noting that the Convention shall not apply to settlement agreements to which it is a party or to which any governmental agencies or any person acting on behalf of a government agency is a party. The Islamic Republic of Iran noted that the Republic has no obligation to apply the Convention to settlement agreements to which it is a party or to which any governmental agencies or any person acting on behalf of a government agency is a party, to the extent specified in the declaration and reserved its rights to make reservations upon ratification or to adopt laws and regulations to cooperate with States. https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status.

7 https://uncitral.un.org/en/news/general-assembly-adopts-united-nations-convention-international-settlement-agreements-resulting.

8 United Nations Commission on International Trade Law, Fifty-first Session (25 July-13 July 2018), Annex II, Article 3, A/73/17 p.5; see also commentary by Natalie Y. Morris-Sharma, 'The Singapore Convention is Live, and Multilateralism, Alive!' Singapore Mediation Convention Reference Book, Cardozo Journal of Conflict Resolution, Vol *20. No. 4. 2019 at 1009;* https://cardozojcr.com/wp-content/uploads/2020/01/Singapore-Mediation-Convention-Reference-Book.pdf.

9 Ibid., Natalie Y. Morris-Sharma, pp.5-6 at 26.

10 R. Rangachari and K.A.N. Duggal, 'Case studies from Canada and the United States, How two signatory states implement the New York Convention', American Bar Association *Dispute Resolution Magazine*, Vo 25 No. 4, p.16, 2020.

11 https://www.pmo.gov.sg/Newsroom/PM-Lee-Hsien-Loong-at-Singapore-Convention-Signing-Ceremony-and-Conference.

12 Corinne Montineri, 'The United Nations Commission on International Trade Law (UNCITRAL) and the Significance of the Singapore Convention on Mediation', Singapore Mediation Convention Reference Book, *Cardozo Journal of Conflict Resolution,* Vol 20. No. 4. 2019 at 1023; https://cardozojcr.com/wp-content/uploads/2020/01/Singapore-Mediation-Convention-Reference-Book.pdf.

13 Reflects Article 2.3 of the Convention; https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements

14 United Nations Commission on International Trade Law, Fifty-first Session (25 July-13 July 2018), Annex II, Article 3, A/73/17 p.56; see also, Report at 5.

15 Professor S.I Strong in 'Beyond International Commercial Arbitration? The Promise of International Commercial Mediation', Vol 45 *Washington University Journal of Law & Policy*, (2014).

16 S.I Strong's research post FN 16 was provided to the UNCITRAL Secretariat prior to Working Group II deliberations in February 2015.

17 S.I. Strong, 45 WASH. U.J.L. & POL'Y 11 (2014) note 39 at 1998.

18 S.I. Strong, 'The Role of Empirical Research and Dispute System Design in Proposing and Developing International Treaties: A Case Study of the Singapore Convention on Mediation', Singapore Mediation Convention Reference Book, *Cardozo Journal of Conflict Resolution*, Vol 20. No. 4. 2019 at 1112; see also FN 51 at 1111.

19 Ibid., 1112.

20 A/CN.9/867 at 90-192, New York, 1-5 February 2016.

21 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Annex I.pdf; Annex 1, Article 1, p.50.

22 Article 1.1.(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. https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Annex I.pdf; Annex 1, Article 1, p.50.

23 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Annex I.pdf; Annex 1, Article 1.2, p.50.

24 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Annex I.pdf; Annex 1, Article 1.3, p.50.

25 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Final_Edited_version_in_English_28-8-2018.pdf Annex II, UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 (amending the UNCITRAL Model Law on International Commercial Conciliation, 2002), A/73/17 p.56.

26 UNICTRAL Report of Working Group II (Arbitration and Conciliation) on the work of its Sixty-fourth session, New York, 105 February 2016) A/CN.9/867 at 110.

27 Timothy Schnabel, 'Recognition by any other name: Article 3 of the Singapore Convention on Mediation', Singapore Mediation Convention Reference Book, *Cardozo Journal of Conflict Resolution*', V*ol 20. No. 4. 2019, 1182.*

28 Ibid., 1181.

29 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Final_Edited_version_in_English_28-8-2018.pdf; Article 4.4, Annex I, A/73/17 p.52.

30 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Final_Edited_version_in_English_28-8-2018.pdf; Article 5, Annex I, A/73/17 p.52.

31 Michel Kallipetis QC, FCIArb, 'Singapore Convention Defences Based on Mediator's Misconduct: Articles 5.1(e) & (f)' Singapore Mediation Convention Reference Book, Cardozo Journal of Conflict Resolution, Vol 20. No. 4. 2019, 1203.

32 Ibid.

33 Ibid., 1207.

34 Robert A. Badgely, 'Mediator Liability Claims: A Survey of Recent Developments', Locke Lord, Chicago, May 2013.

35 https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Final_Edited_version_in_English_28-8-2018.pdf; p.12.

36 Amending the UNCITRAL Model Law on International Commercial Conciliation 2002; https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Final_Edited_version_in_English_28-8-2018.pdf; p.11.

37 https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements.

38 For example, 'Singapore proposals for an international commercial court presented to parliament', 24 October 2014,www.out-law.com; also, Singapore Ministry of Law, 'Legislative changes tabled to establish the Singapore International Commercial Court and to update the regulatory framework for the legal profession', 7 October 2014, www.mlaw.gov.sg.

39 https://www.singaporeconvention.org/assets/pdf/conference-reports/1-Report-Panel-1.pdf.

40 Ibid.

41 http://www.unis.unvienna.org/unis/en/pressrels/2020/unisl293.html.

42 Mr K Shanmugam SC, Chairman's Statement on the Singapore Convention Roundtable Singapore, 7 August 2019, 'Building Trust, Enabling International Trade', p.1. https://www.singaporeconvention.org/assets/pdf/statements/SCMRoundtableChairsStatementFinal.pdf.

43 https://www.pmo.gov.sg/Newsroom/PM-Lee-Hsien-Loong-at-Singapore-Convention-Signing-Ceremony-and-Conference.

44 https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/EN/Texts/UNCITRAL/Arbitration/mediation_convention_v1900316_eng.pdf.

45 https://uncitral.un.org/en/news/general-assembly-adopts-united-nations-convention-international-settlement-agreements-resulting.

46 Article 14; https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/EN/Texts/UNCITRAL/Arbitration/mediation_convention_v1900316_eng.pdf.