Singapore Convention on Mediation Enters Into Force

On 12 September 2020, the Singapore Convention on Mediation (also known as the United Nations Convention on International Settlement Agreements Resulting from Mediation – the ***Convention***) entered into force.

Pursuant to its Article 14, the Convention entered into force six months after the third signatory State (*i.e.*, Qatar) completed its ratification process (*i.e.*, on 12 March 2020). Thus far, the Convention has been signed by 53 signatories and has been ratified by 6 countries (Singapore, Fiji, Qatar, Saudi Arabia, Belarus and Ecuador).

In a similar fashion to the New York Convention with respect to the enforcement of arbitral awards, the Convention aims to facilitate the enforcement of "*international*" mediated settlement agreements. As discussed before, by virtue of the Singapore Convention, a mediated settlement agreement shall be deemed "*international*" if (i) at least two parties to the agreement have their place of business established in different States; or (ii) the State, in which the parties to the agreement established their place of business, is different from either the State in which a substantial part of the obligations under the agreement is performed or the State

to which the subject matter of the settlement agreement is most closely connected.

As a general rule, the Convention offers a system for the expedited recognition and enforcement of international mediated settlement agreements of a commercial nature.

Pursuant to its Article 3, the Convention provides that, when faced with a request to enforce an international mediated agreement, a State party to the Convention must ensure that this agreement is enforced according to the rules of procedure in that particular State, without the need for substantive review or litigation. To this end, a party wishing to enforce the mediated agreement will need to provide the competent authority of the State Party with (i) the settlement agreement signed by the parties; and, (ii) evidence (such as the mediator's signature on the settlement agreement) that the settlement agreement resulted from mediation (Article 4).

Having said this, an international agreement can be refused on one of three grounds, namely: (i) if a party to the settlement agreement was under some incapacity or (ii) if the settlement agreement is null and void, inoperative, incapable of being performed, not binding, not final or has been subsequently modified, or (iii) if the obligations in the settlement agreement have been performed or are not clear or not comprehensible (Article 5).

Importantly, mediated settlement agreements relating to for example, personal, family, household, inheritance, or employment disputes, fall outside the scope of the Convention. In addition, the Convention will not apply in the case of settlement agreements resulting from court or arbitral proceedings. Finally, disputes of an investor-State nature may fall under the Convention's reach, however, this depends on whether State Parties privy to the Convention have made relevant reservations under Article 8(1)(a) (so far Belarus, Iran and Saudi Arabia have expressed such reservation upon

signature or ratification of the Convention).
